CITY COUNCIL MEETING & PUBLIC HEARING
OCTOBER 17, 2022

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 10/3/2022)
Approval of the City Council Meeting Minutes from the meeting of October 3, 2022.

B. Alcoholic Beverage License Applications
Approval of the following Alcoholic Beverage License Applications:

1.PH-22-AB-29 Toscana Ita, LLC
d/b/a Luci's Steakhouse
5805 Windward Parkway, Alpharetta, GA 30005

Restaurant
Consumption on Premises
Liquor, Beer, Wine, & Sunday Sales
Owner: Toscana Ita, LLC
Registered Agent: Gulen Ikbl Castro

2. PH-22-AB-30 Atlanta Fantastical OpCo, LLC
d/b/a Santa's Secret Stache
3180 Avalon Boulevard, Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Liquor, Beer, Wine, & Sunday Sales
Owner: Fantastical Labs, LLC
Registered Agent: Walter I. Geer, III

C. Financial Management Report: Month Ending August 31, 2022
Approval of the City of Alpharetta's Financial Management Report for the month ending August 31, 2022.

D. Conflict Waiver between the City of Milton, Georgia, the City of Alpharetta, Georgia, and the North Fulton Community Improvement District
Approval of a Conflict Waiver between the City of Milton, Georgia, the City of Alpharetta, Georgia, and the North Fulton Community Improvement District for the purposes of entering into an agreement with respect to funding and preparation of the Windward Parkway/Highway 9 Master Plan LCI Update Study, as Jarrard & Davis, LLP's represents the City of Milton and City of Alpharetta as general legal counsel.

E. Intergovernmental Agreement: Windward Parkway/Highway 9 Area Strategic Master Plan
Approval of an Intergovernmental Agreement between the City of Alpharetta, Georgia, the City of Milton, Georgia, and the North Fulton Community Improvement District for Windward Parkway/Highway 9 Area Strategic Master Plan.

V. PUBLIC HEARING

A. PH-22-11 / V-22-24 / Wills Overlook
Consideration of a change to previous conditions of zoning and variance to allow for the construction

of 16 'For-Sale' townhomes on 2.24 acres in the Downtown. Variances are requested to allow a driveway and off-street parking adjacent to South Main Street without an intervening building and modify the interior property line landscape strip. The property is located at 0 and 531 South Main Street and is legally described as being located in Land Lot 645, 1st District, 2nd Section, Fulton County, Georgia.

B. MP-21-10 / Z-21-12 / CU-21-14 / Continuum
Consideration of a master plan amendment, rezoning, conditional use and variances to allow for a mixed-use development consisting of 1,325,299 SF of office (517,399 SF is existing), 73,800 SF of retail/restaurant use, 98 'For-Sale' townhome units, 280 'For-Rent' units, and open space on 51.9 acres. A master plan amendment is requested to the Oxford Green Master Plan Phase 2 to modify maser plan development regulations and to add Dwelling, 'For-Rent', Residential and Dwelling, 'For-Sale' Attached. A rezoning is requested from O-I (Office-Institutional) to MU (mixed Use) and a conditional use is requested to allow 'Dwelling, 'For-Rent' Residential' and 'Dwelling, 'For-Sale' Attached'. Variances are requested to reduce the minimum percentage of commercial use, modify various landscape strip requirements, reduce stream impervious setback, and reduce parking. The property is located at 5555 Windward Parkway and is legally described as being located in Land Lots 1186, 1187, 1190 & 1191, 2nd District, 2nd Section, Fulton County, Georgia.

VI. NEW BUSINESS

A. Resolution: Authorizing the Use of Eminent Domain for Property Owned by BRI 1870 North Point, LLC for the Construction and Extension of the Encore Greenway Trail
Approval of a Resolution by the Mayor and Council of the City of Alpharetta, Georgia authorizing the City Attorney to exercise the City's powers of eminent domain to acquire certain interests in property situated in the City of Alpharetta, Georgia for public purposes including public transportation purposes.

B. **RFP 21-104 North Point Parkway Improvements Design Phase: Task Order #2 for Columbia Engineering and Task Order #2 for Atkins**
Approval of RFP 21-104 North Point Parkway Improvements Task Order #2 to Columbia Engineering for design services in the amount of $1,436,400 for Purchase Order 22000078, approval of RFP 21-104 North Point Parkway Improvements Task Order # 2 to Atkins for project management services in the amount of $350,000 for Purchase Order 21000296 and authorization for the Mayor to execute all necessary documents.

C. **Design Services - Alpha Loop Along Northwinds Parkway**
Approval of a cost proposal submitted by KCI Technologies in the amount of $75,400.00 to perform design services associated with the Alpha Loop along Northwinds Parkway from Summit Place to Haynes Bridge Road and authorization for the Mayor to execute all necessary documents.

D. **Design Services: Wills Park Improvements & Wills Park Equestrian Center Improvements, RFQ 22-1005 & RFQ 22-120**
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 authorization for the Mayor to execute all necessary documents.

E. **Three Fire Engine Acquisitions: Replacement of Units 84, 85, and 86**
Approval of the acquisition of three (3) replacement Fire Engines through Ten-8 Fire Equipment of Georgia at a cost of $2,353,251.00 and adoption of a resolution authorizing the Mayor to execute all associated documents with Bank of America Public Capital Corporation for the purposes of financing the three (3) replacement Fire Engines.

F. **Kimball Bridge / Waters Road Park Conceptual Site Plan Approval**
Approval of the conceptual site plan for Kimball Bridge / Waters Road Park designed by Breedlove Land Planning.

VII. PUBLIC COMMENT

VIII. REPORTS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 10/3/2022)
APPROVAL OF THE CITY COUNCIL MEETING MINUTES FROM THE MEETING OF OCTOBER 3, 2022

II. RECOMMENDATION:

Approve the City Council meeting minutes from October 3, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

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 October 3, 2022 at 6:30 p.m.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 10.3.2022

City Council Meeting & Public Hearing
OCTOBER 3, 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. 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 6:30 p.m.

II. ROLL CALL

- **Council Members**
  - Mayor Jim Gilvin
  - Mayor Pro Tem Dan Merkel
  - Donald F. Mitchell
  - Douglas J. DeRito
  - Brian Will
  - 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 an Economic Development
  - Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
  - Pete Sewczwicz, Director of Public Works
  - Randy Bundy, Director of Information Technology
  - Tom Harris, Director of Finance

- Adam Montgomery, Information Security Manager
- Michael Woodman, Planning and Development Services Manager

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. National Arts & 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 authorization for the Mayor to execute all necessary documents.

❖ Council Member Hipes offered a motion to approve the Consent Agenda.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (7-0).

VI. PUBLIC HEARING

A. V-22-15 / 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.

- Planning and Development Services Manager, Michael Woodman, came forward to speak on behalf of this item.
- Staff is recommending that Mayor and Council approve PH-22-13 Lewis Manning House / 40 Cumming Street, subject to the following conditions:

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.

- 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 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.
- Director of Community and Economic Development, Kathi Cook, came forward to share that the city does require an arborist report be provided if a tree is being removed, and the city arborist does review those reports.
- 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.
- The CZIM was held on August 10, 2022. There was one (1) public comment in support of the proposal.
- The applicant, Josh Cady (160 Cricket Lane, Alpharetta, GA 30009), came forward to speak on behalf of this application.

Public Comments:

- Michael Buchanan (135 Pebble Trail, Alpharetta, GA 30009) came forward to speak on tree removal of trees that are declared dying or deceased.

❖ Mayor Pro Tem Merkel offered a motion approve PH-22-13 Lewis Manning House / 40 Cumming Street, subject to the following conditions:

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 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 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. Tree removal and CRZ impacts shall 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 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.
    - Council Member Hipes seconded the motion.
    - The motion was approved unanimously (7-0).

VII. NEW BUSINESS

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

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- 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.
- 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.
- 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 Department of Community Development will assist the Alpha Loop by providing construction updates, marketing assistance, and guidance on possible donors.

Public Comments:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve the Memorandum of Understanding between the City of Alpharetta and the Alpha Loop Foundation and authorize the Mayor to execute all necessary documents.

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

D. Alpha Loop Foundation License Agreement

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

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.

- 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.
- 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 baring 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.

Public Comments:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve 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.

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

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

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- City Attorney, Molly Esswein, read the resolution title aloud.
- 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.
- This year, we are requesting $1,277,080.00 for the streambank restoration within Wills Park.
- 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).

- 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).

Public Comments:

- There were no public comments.

❖ Council Member Hipes offered a motion to 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.

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

VIII. WORKSHOP ITEMS

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

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers came forward to present this item.
- 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.
- This is a neighborhood park, but will need a restroom, similar to Windward and Cogburn community park. When you have small children that may need to use the restroom, it may be a long wait for a child to walk back home from the park.
- All restrooms in community parks are small restrooms (single or double) and all will be family restrooms (there will not be a men's or women's side). Installed above the door is a glass panel that allows the restroom lights to come on automatically, and there are timed locks on all restroom doors that will lock at dark and open again at sunrise. If a light is turned on and shining through the glass panel above the restroom door during hours when the park is closed, then public safety will see that light as a signal to let them to know that someone is in the restroom when they restrooms are closed.
- Like all of our parks, this park will be on our maintenance schedule, like all of our parks.

- Director of Public Works, Pete Sewczwicz, shared that there will be crosswalks at the intersection of Kimball Bridge Road and Waters Road, and cars will be able to make a left turn out of the park.

City Council Discussion:

- Mayor Pro Tem Merkel shared that several community meetings have occurred and the residents that back up to this park have either supported and/or not opposed this park.

Public Comments:

- John Hock, Sr. (3410 Sugar Valley Trail, Alpharetta, GA 30022) came forward and shared that he is concerned about the safety of the park (lighting, controlled access gates, hours of parks, dog waste bags, traffic and parking congestion, closeness to neighborhood homes, attractive nuisance, homelessness, and drugs) and questioned whether or not restrooms need to be added to this park.
- Ralph Heigl (225 Redmond Ridge Circle, Alpharetta, GA 30022) came forward and shared that the meetings were not advertised much and tonight there is also a school redistricting meeting that coincides at the same time as this meeting. Additionally, he is concerned with safety and tagging, and shared that there is no parking or restrooms at the pocket park across from Avalon.

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

- City Administrator, Chris Lagerbloom, came forward to present this item.
- Council Member DeRito shared that he does have concerns about this report and wants to see Council investigate this further. However, he will not fight this if the rest of City Council does not want to move forward.
- Council Member Binder shared that he preferred to hand this report over the GBI and Bar Association and ask them to investigate the allegations.
- Council Member Mitchell shared that he agreed with Council Member DeRito and would like this to be reviewed to the fullest extent of the law.
- Mayor Gilvin shared that he preferred to turn this over to the proper authorities (GBI and Bar Association), because as a City, there is not much that we can do to independently pursue facts (for example: cannot require testimony).
- City Administrator, Chris Lagerbloom, concluded that we can add a cover letter to this report and share with the GBI and the Georgia Bar Association via mail tomorrow and report back to Council.

IX. PUBLIC COMMENTS

- Deborah Eves (115 Pebble Trail, Alpharetta, GA 30009) came forward to speak about the loss of trees in our city, especially the tree canopy on Canton Street.

- Michael Buchanan (135 Pebble Trail, Alpharetta, GA 30009) came forward to speak about the clearing of trees in the city.

X. REPORTS

- Mayor Gilvin shared that he received his Fulton County property tax bill and discussed some of the representations that were made in the informational pamphlet that was included in the mailing of his property tax assessment.
- Council Member Hipes announced that this weekend (October 6-8) is the Wire and Wood Festival in the City of Alpharetta. There will be six (6) stages and over 30 artists this weekend in downtown Alpharetta.
- Council Member DeRito shared his appreciation for Recreation and Parks staff applying for a grant for stormwater management in parks.

XI. EXECUTIVE SESSION

- ❖ Mayor Pro Tem offered a motion to recess into Executive Session.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (7-0).

- Mayor Gilvin recessed the meeting at 8:28 p.m.
- Council Member Binder and Council Member Hipes left the meeting prior to the meeting being reconvened.
  - ❖ Council Member DeRito offered a motion to reconvene the meeting.
    - Mayor Pro Tem Merkel seconded the motion.
    - The motion was approved (5-0; as Council Member Binder and Council Member Hipes left the meeting prior to the motion to reconvene).

XII. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
  - Council Member Will seconded the motion.
  - The motion was approved (5-0; as Council Member Binder and Council Member Hipes left the meeting).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:07 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS
APPROVAL OF THE FOLLOWING ALCOHOLIC BEVERAGE LICENSE APPLICATIONS:

1.PH-22-AB-29 TOSCANA ITA, LLC
D/B/A LUCI'S STEAKHOUSE
5805 WINDWARD PARKWAY, ALPHARETTA, GA 30005

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE, & SUNDAY SALES
OWNER: TOSCANA ITA, LLC
REGISTERED AGENT: GULEN IKBL CASTRO

2. PH-22-AB-30 ATLANTA FANTASTICAL OPCO, LLC
D/B/A SANTA'S SECRET STACHE
3180 AVALON BOULEVARD, ALPHARETTA, GA 30009

EATING ESTABLISHMENT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE, & SUNDAY SALES
OWNER: FANTASTICAL LABS, LLC
REGISTERED AGENT: WALTER I. GEER, III

II. RECOMMENDATION:

Approve the following alcoholic beverage license applications as part of the Consent Agenda:
1. PH-22-AB-29 Toscana Ita, LLC, d/b/a Luci's Steakhouse, 5805 Windward Parkway, Alpharetta, GA 30005
2. PH-22-AB-30 Atlanta Fantastical OpCo, LLC, d/b/a Santa's Secret Stache, 3180 Avalon Boulevard, Alpharetta, GA 30009

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The above referenced Alcoholic Beverage Licenses Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, September 29, 2022 and Thursday, October 6, 2022. There were no public comments during the hearings. At the conclusion of both hearings City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

V. ALTERNATIVES:

Do not approve the license applications.

VI. ATTACHMENTS:

Exbihit A - ALPH Minutes 9-29-2022, Exhibit B - ALPH Minutes 10-6-2022

ALCOHOL LICENSE PUBLIC HEARING
SEPTEMBER 29, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM
CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 820 5471 9514

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:04 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Ryan Sabia, Code Enforcement Officer
- Gulen Castro, Registered Agent
- Bobby Kim, Applicant

IV. PUBLIC HEARING

A. **PH-22-AB-29 Toscana Ita, LLC**
d/b/a Luci's Steakhouse
5805 Windward Parkway
Alpharetta, GA 30009

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

Owner: Toscana Ita, LLC
Registered Agent: Gulen Ikbl Castro

- Mr. Bobby Kim, applicant for Toscana Ita, LLC and residing at 2451 Lockerly Pass, Duluth, GA 30097, was on the call.
- Mr. Kim described the business as an American Steakhouse & Seafood restaurant.
- Ms. Castro also added that this is a high-end steakhouse. She said this is their first restaurant.
- Ms. Castro added the restaurant plans to open at the end of October or first part of November 2022.
- Ms. Shapiro reminded the applicant and registered agent the restaurant needs to be open and doing business within 6 months of obtaining the local alcohol license.

- Ms. Castro confirmed they are familiar with Alpharetta's local alcohol ordinances.
- Ms. Castro said they anticipate 30 employees who will be serving alcohol and is aware they will need to obtain a pouring permit. Alcohol training will be handled by the General Manager. Ms. Shapiro reminded Ms. Castro that she, as well as the General Manager, will need to obtain a pouring permit as well.
- Ms. Shapiro explained once the local Alpharetta license is issued, it will be uploaded to the State Revenue Portal so they are able to obtain their state license.
- Ms. Shapiro recommended the application be approved and placed on the Consent Agenda at the Monday, October 17, 2022, City Council Meeting at City Hall. She advised the applicant that a representative will need to appear in person at the meeting.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:12 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

ALCOHOL LICENSE PUBLIC HEARING
OCTOBER 6, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM
CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 817 9692 5714

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:00 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Beau Smith, Code Enforcement Officer
- Walt Geer, Registered Agent, Majority owner & Sole Manager Fantastical Labs LLC
- Linsey Star, Representative for Fantastical Labs LLC
- Sarah Blackman, Chief Creative Officer and co-owner Fantastical Labs LLC

IV. PUBLIC HEARING

A. **PH-22-AB-30 Atlanta Fantastical OpCo, LLC**
d/b/a Santa's Secret Stache
3180 Avalon Boulevard
Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owner: Fantastical Labs, LLC
Registered Agent: Walter I. Geer, III

- Mr. Geer, residing at 210 Marjean Way, Alpharetta, GA 30009, was on the call representing Fantastical Labs LLC.
- Mr. Geer has been in the "Santa" business for over 10 years. He co-owns the largest Santa Retail Program that serves 170 locations nationwide. In 2018, they launched a Santa's Fantastical event in Sandy Springs. Santa's Secret Stache was the food and beverage operation in 2018 and 2019. They would like to bring this event to Avalon in Alpharetta.

- The layout for the 3,200-sf space is in the former Goldberg's location at Avalon. There is no structural changes to the space. There remains a walk-in freezer and refrigerator. They will have photo opportunity décor, tables and chairs. There will be a dessert bar area as well as hot dogs and pretzels. Seasonal cocktails are available.
- This location is the first stand- alone Santa's Secret Stache and they will be bringing in a dessert partner based out of New York.
- The anticipated opening is November 3, 2022.
- They anticipate having this event again next year and hope to work out an agreement with Avalon. Ms. Shapiro explained the alcohol license renewal process. As this is a pop-up event in a currently vacant location at Avalon, applicant would have to go through this process again next year (with the assumption of a new address/location within Avalon) to apply for a new license. Officer Smith confirmed the license would need to be linked to a specific address within Avalon and not just to "Avalon."
- Mr. Geer stated he is familiar with the City's alcohol ordinances.
- Ms. Star explained that staff will go through SERV Safe training. Ms. Shapiro reminded the applicant all staff members serving alcohol will need to obtain a pouring permit from Alpharetta's Public Safety Department.
- Ms. Shapiro reminded the applicant that once the local alcohol license is issued, they will need to obtain a State of Georgia alcohol license.
- Ms. Shapiro recommended the application be approved and placed on the Consent Agenda at the Monday, October 17, 2022, City Council Meeting at City Hall. She advised the applicant that a representative will need to appear in person at the meeting.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:15 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

STAFF REPORT

Submitting Department: Finance
Submitted By: Shawn Mitchell
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING AUGUST 31, 2022
APPROVAL OF THE CITY OF ALPHARETTA'S FINANCIAL MANAGEMENT REPORT FOR THE MONTH ENDING AUGUST 31, 2022.

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending August 31, 2022 (period 2 of Fiscal Year 2023).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund).
In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments $5,000 and greater; and
3. Purchase orders with an estimated cost between $5,000 and $50,000.

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY 2023 Financial Management Report for the month ended August 31, 2022

City of Alpharetta, GA

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports

for the month ending

August 31, 2022

(period 2 of 12 – unaudited)

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

https://www.alpharetta.ga.us/government/departments/finance/transparency-portal

Financial Management Reports
Fiscal Year 2023

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  https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling

CITY OF ALPHARETTA

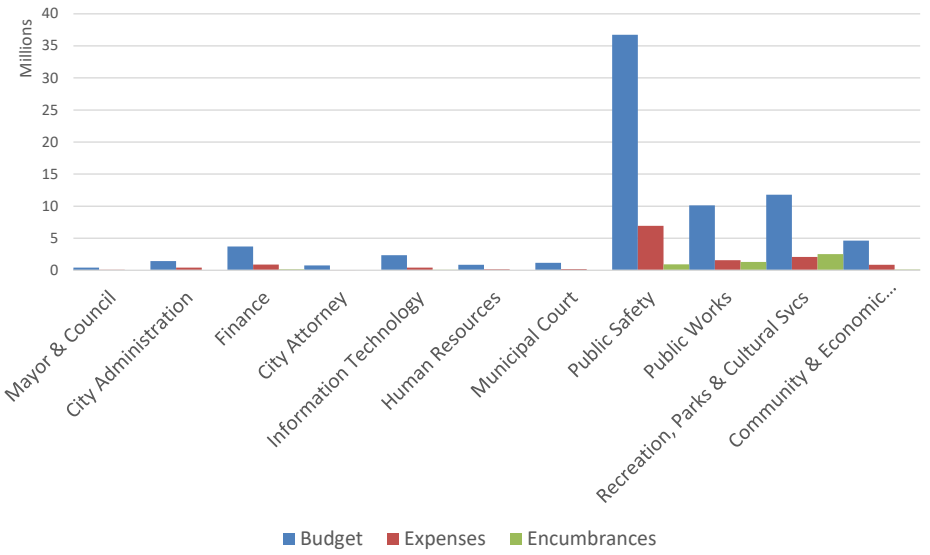
Financial Management Reports
Performance Dashboard
For the month ended August 31, 2022

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (incl. Motor Vehicle taxes)	↑	$950,000
Local Option Sales Tax	↑	$1,575,000
Franchise Tax	↓	($350,000)
Insurance Premium Tax	↔	$0
Alcohol Beverage Excise Tax	↑	$200,000
Building Permit Fees	↔	$0
Business and Occupational Tax	↔	$0
Court/Traffic Fines	↔	$0
Recreation/Special Event Fees	↔	$0
Hotel/Motel Tax (City portion)	↑	$150,000
Other Revenues	↔	$147,570
Minimum Surplus Goal Needed to Fund Capital: ***($15M Annual Capital Need less $3M allocated in the budget)***		**$12M**
Less: Projected Revenue Gain		**($2.7M)**
Less: Projected Expenditure Savings		**($3.5M)**
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($5.8M)**

Departmental Budget Snapshot



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	$773,642
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	$93,901
Confiscated Assets Fund (State)	↔	↔	$0
Emergency 911 Fund (1)	↔	↔	$96,224
Impact Fee Fund	↔	↔	$118,471
Hotel/Motel Fund (1)	↑	↑	$417,821
Debt Service Fund	↑	↑	$767,968
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	$0
Risk Management Fund	↔	↔	$1,434,177
Medical Insurance Fund	↔	↔	($633,196)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	$23,377
Capital Grant Fund (3)	($9,179)
Capital Project Funds	
Capital Project Fund (3)	$2,384,726
Stormwater Capital Fund	$72,863
Series 2016 Bond Fund (PW/Parks)	$17,682
Series 2022 Bond Fund (Parks)	$62,055
TSPLOST Capital Fund	$38,446
TSPLOST 2 Capital Fund	$0
American Rescue Plan Act Capital Fund	$0
Development Authority Fund	$64,551

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund
$19.7M est. (25%)

Emergency 911 Fund
$1.25M est. (25%)

Sanitation Fund
$116K est. (2%)

rate adj. improving reserve

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fee Fund collections).

(1) General Fund value represents Contingency balance. Hotel/Motel Fund value represents Debt Service Reserve (target is $1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.

(2) Solid Waste Fund operational trends will remain neutral despite the recent rate adjustment as it will take multiple years to replenish the fund balance target.

(3) Does not include amounts, if any, currently set aside for matches on active grant applications.

2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR

DATE: OCTOBER 17, 2022

RE: FINANCIAL MANAGEMENT REPORTS AS OF AUGUST 31, 2022

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending August 31, 2022.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2022 (FY 2022). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2023 revenues are budgeted at $79 million (net of Carryforward Fund Balance totaling $13 million). As of August 31, 2022, actual revenue collections total 7% or $6 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of $2.7 million with the detail as follows:

• Property Taxes:	$ 950,000
• LOST:	1,575,000
• Alcohol Beverage Excise Taxes:	200,000
• Hotel Taxes:	150,000
• Franchise Tax:	(350,000)
• Other:	147,570
Estimated Gain:	$ 2,672,570 (rounded)

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

The October 1st billing for property taxes (incl. estimates for public utilities) totals roughly $28 million. Adjusting for historical appeal reductions (outside of the allowances already included within the billable digest), historical allowances for non-collections, etc., staff forecasts property tax revenue of $27.3 million which is $950,000 greater than budget.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
ROBERT J. REGUS

Local Option Sales Tax collections is trending 13% higher than FY 2022 ($20.5 million). Collection estimates for FY 2023 conservatively total $20.5 million which is $1.6 million greater than budget.

Alcohol Beverage Excise Tax collections is trending -3% lower than FY 2022 ($2.8 million). However, collection estimates for FY 2023 total $2.8 million which is $200,000 greater than budget.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Early indications are that Franchise Tax collections for electric and cable are trending flat with the 2023 budget. Collections for natural gas will most likely exceed the 2023 budget, subject to multiple factors (e.g., winter weather). Early indications are that telephone collections will not meet budget as the 2023 forecast was based off prior-year trend data that included non-recurring audit collections. Overall, the Franchise Tax collection estimates for FY 2023 total $6.8 million which is $350,000 less than budget. Please note, it is very early, and this collection estimate will still vary upon receipt of trend data.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of August 31, 2022, city departments (not including General Government[1]) have encumbered and expensed 25%, or $18.8 million, of their FY 2023 budget appropriations. Early forecasts indicate a surplus of $3.5 million compared to budget and is primarily composed or savings at the personnel services category (e.g., approximately 28 vacancies within General Fund departments as of August 2022).

Contingency: The General Fund contingency balance totals $773,642.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total $114,522. Remaining appropriations are set aside for grant matches ($27,408) and a non-allocated reserve ($23,377).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total $3.2 million.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total $14.5 million. Remaining appropriations are set aside for a non-allocated reserve ($2.4 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total $4.8 million. Remaining appropriations are set aside for a non-allocated reserve ($72,863).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total $2.7 million.

[1] General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Series 2016 Parks and Transportation Bond Fund (Fund 317): Unspent/unencumbered project appropriations total $155,729. Remaining appropriations are set aside for a non-allocated reserve ($17,682).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total $28.4 million. Remaining appropriations are set aside for a non-allocated reserve ($62,055).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017 and expired on March 31, 2022. Unspent/unencumbered project appropriations total $34.8 million. Remaining appropriations are set aside for a non-allocated reserve ($38,446).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals $51 million and represents Tier-1 project funding. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections.

Hotel/Motel Fund: FY 2023 revenues are budgeted at $7.5 million (net of carryforward fund balance totaling $974,971) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or $3.3 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; $1.4 million for debt service on the Series 2016 Convention Center Bonds; $592,687 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or $2.8 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals $417,821. This reserve figure dipped below the $1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections is continuing its strong growth and conservative estimates for FY 2023 total $7.9 million which is $400,000 greater than budget. This estimate will likely be revised in future months if collection trends continue.

Solid Waste Fund: FY 2023 revenues are currently budgeted at $6.1 million. As of July 31, 2022, the city has collected $9,695. During the FY 2022 year-end close process, the 1st quarter advanced billing (est. at $1.65 million) will be accrued to FY 2023 (increasing revenue collections).

FY 2022 revenues are currently budgeted at $6.1 million. As of August 31, 2022, the city has collected $2.6 million representing the 1st quarter advanced billing.

Other Items

Council Member Stipend Activity Listing: The FY 2023 budget includes appropriations of $7,200 for the Mayor and $4,000 for each City Council Post and the available balances as of August 31, 2022 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	$ 7,200	$ 773	$ 6,427
Post #1: Donald Mitchell	$ 4,000	$ 0	$ 4,000
Post #2: Brian Will	$ 4,000	$ 242	$ 3,758
Post #3: Doug DeRito	$ 4,000	$ 0	$ 4,000
Post #4: John Hipes	$ 4,000	$ 293	$ 3,707
Post #5: Jason Binder	$ 4,000	$ 39	$ 3,961
Post #6: Dan Merkel	$ 4,000	$ 87	$ 3,913

Development Authority[2] (Component Reporting Unit)

As of August 31, 2022, the Development Authority has $182,733 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

[2] The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.

GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of August 31, 2022

	Current Fiscal Year					Prior Fiscal Year		
	2023 Budget	2023 YTD	% Collected	2023 Estimated	Variance	2022 Actual	2022 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 26,300,000	$ 17,710	0.1%	$ 27,250,000	$ 950,000	$ 26,738,657	$ -	0.0%
Delinquent	147,000	(4,394)	-3.0%	147,000	-	167,407	7,519	4.5%
Motor Vehicle Tax	55,000	6,886	12.5%	55,000	-	79,585	6,548	8.2%
Motor Vehicle Title Fee	3,000,000	251,629	8.4%	3,000,000	-	3,142,797	267,084	8.5%
Local Option Sales Tax	18,925,000	1,796,155	9.5%	20,500,000	1,575,000	20,552,835	1,585,259	7.7%
Franchise Tax	7,100,000	743	0.0%	6,750,000	(350,000)	6,634,631	9,821	0.1%
Insurance Premium Tax	4,825,000	-	0.0%	4,825,000	-	4,759,402	-	0.0%
Alcohol Beverage Excise Tax	2,575,000	230,076	8.9%	2,775,000	200,000	2,764,435	236,587	8.6%
Building Permit Fees	1,850,000	838,712	45.3%	1,850,000	-	1,987,196	353,018	17.8%
Business and Occupational Tax	1,000,000	13,289	1.3%	1,000,000	-	1,063,174	39,742	3.7%
Court/Traffic Fines	2,370,000	444,378	18.8%	2,370,000	-	2,970,763	294,029	9.9%
Recreation/Special Event Fees	2,822,279	475,421	16.8%	2,764,018	(58,261)	2,566,047	485,268	18.9%
Hotel/Motel Tax (City portion)	2,812,500	682,546	24.3%	2,962,500	150,000	2,975,786	292,048	9.8%
subtotal	$ 73,781,779	$ 4,753,151	6.4%	$ 76,248,518	$ 2,466,739	$ 76,402,716	$ 3,576,922	4.7%
Other Revenues	5,000,943	992,647	19.8%	5,206,774	205,831	4,738,316	585,423	12.4%
Total Revenues	$ 78,782,722	$ 5,745,799	7.3%	$ 81,455,292	$ 2,672,570	$ 81,141,033	$ 4,162,345	5.1%
Carryforward Fund Balance	12,639,800							

GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Department
As of August 31, 2022

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 399,287	$ 12,702	$ 64,625	$ 321,960	19.4%	16.2%	$ 349,636	$ 70,639	20.2%
City Administration	1,420,733	29,035	421,669	970,028	31.7%	29.7%	1,438,864	563,818	39.2%
Finance	3,698,826	127,509	886,526	2,684,791	27.4%	24.0%	3,439,524	815,286	23.7%
City Attorney	750,000	-	5,032	744,968	0.7%	0.7%	1,062,905	(2,290)	-0.2%
Information Technology	2,350,617	73,289	428,923	1,848,405	21.4%	18.2%	1,891,168	407,972	21.6%
Human Resources	855,513	31,070	142,259	682,185	20.3%	16.6%	605,135	128,071	21.2%
Municipal Court	1,148,200	52,845	186,507	908,848	20.8%	16.2%	1,078,484	172,471	16.0%
Public Safety	36,733,287	919,640	6,936,123	28,877,524	21.4%	18.9%	32,178,907	6,424,879	20.0%
Public Works	10,112,573	1,300,729	1,570,442	7,241,402	28.4%	15.5%	8,846,255	1,485,655	16.8%
Recreation, Parks & Cultural Svcs	11,796,631	2,517,679	2,084,803	7,194,148	39.0%	17.7%	10,273,520	1,863,011	18.1%
Community & Economic Development	4,630,115	98,165	862,767	3,669,183	20.8%	18.6%	4,076,075	762,881	18.7%
subtotal	$ 73,895,782	$ 5,162,663	$ 13,589,677	$ 55,143,442	25.4%	18.4%	$ 65,240,472	$ 12,692,393	19.5%
General Government:									
Insurance Premiums (Risk)	$ 823,300	$ -	$ 137,217	$ 686,083	16.7%	16.7%	$ 779,750	$ 129,958	16.7%
Gwinnett Tech Bond P&I	288,640	-	-	288,640	0.0%	0.0%	289,640	-	0.0%
Transfer(s) to other Funds	15,639,800	-	2,606,633	13,033,167	16.7%	16.7%	7,486,799	1,247,800	16.7%
Contingency	775,000	-	1,358	773,642	0.2%	0.2%	60,167	-	0.0%
subtotal	$ 17,526,740	$ -	$ 2,745,208	$ 14,781,532	15.7%	15.7%	$ 8,616,356	$ 1,377,758	16.0%
Total Expenditures	$ 91,422,522	$ 5,162,663	$ 16,334,885	$ 69,924,974	23.5%	17.9%	$ 73,856,829	$ 14,070,152	19.1%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of August 31, 2022

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 33,191,112	$ -	$ 4,501,579	$ 28,689,533	13.6%	13.6%	$ 28,833,638	$ 3,949,752	13.7%
Overtime	2,192,163	-	398,778	1,793,385	18.2%	18.2%	2,452,865	338,641	13.8%
Group Insurance	10,081,080	-	1,802,628	8,278,452	17.9%	17.9%	8,118,991	1,804,530	22.2%
FICA and Social Security	2,705,978	-	354,141	2,351,837	13.1%	13.1%	2,277,379	308,067	13.5%
Defined Benefit Pension	2,869,712	-	2,869,712	-	100.0%	100.0%	2,818,660	2,818,660	100.0%
401(A) Retirement/Match	2,899,010	-	541,171	2,357,839	18.7%	18.7%	2,444,626	455,424	18.6%
(2) Other	1,535,153	-	802,590	732,563	52.3%	52.3%	1,402,233	705,602	50.3%
subtotal	$ 55,474,208	$ -	$ 11,270,599	$ 44,203,609	20.3%	20.3%	$ 48,348,393	$ 10,380,676	21.5%
Maintenance & Operations:									
Professional Services	$ 2,861,083	$ 1,012,115	$ 511,701	$ 1,337,267	53.3%	17.9%	$ 2,840,369	$ 593,283	20.9%
Legal Services	750,000	-	5,032	744,968	0.7%	0.7%	1,062,905	(2,290)	-0.2%
Vehicle Fuel/Maintenance	1,065,060	-	161,198	903,862	15.1%	15.1%	1,237,660	186,428	15.1%
Maintenance Contracts	3,715,288	2,408,856	323,040	983,392	73.5%	8.7%	3,005,871	421,187	14.0%
IT Professional Services	2,423,408	1,259,105	537,791	626,512	74.1%	22.2%	1,962,573	421,542	21.5%
General Supplies	964,947	150,941	135,320	678,685	29.7%	14.0%	893,611	118,375	13.2%
Utilities	2,900,691	-	264,986	2,635,705	9.1%	9.1%	2,748,597	213,930	7.8%
Insurance Premiums (Risk)	823,300	-	137,217	686,083	16.7%	16.7%	779,750	129,958	16.7%
Other	3,045,789	331,645	380,010	2,334,134	23.4%	12.5%	2,462,929	359,262	14.6%
subtotal	$ 18,549,566	$ 5,162,663	$ 2,456,295	$ 10,930,608	41.1%	13.2%	$ 16,994,266	$ 2,441,676	14.4%
Capital:									
OSSI/Fire Truck Leases	$ 659,858	$ -	$ -	$ 659,858	0.0%	0.0%	$ 675,893	$ -	0.0%
Other	35,450	-	-	35,450	0.0%	0.0%	1,671	-	0.0%
subtotal	$ 695,308	$ -	$ -	$ 695,308	0.0%	0.0%	$ 677,563	$ -	0.0%
General Government:									
Gwinnett Tech Bond P&I	$ 288,640	$ -	$ -	$ 288,640	0.0%	0.0%	$ 289,640	$ -	0.0%
Transfer(s) to other Funds	15,639,800	-	2,606,633	13,033,167	16.7%	16.7%	7,486,799	1,247,800	16.7%
Contingency	775,000	-	1,358	773,642	0.2%	0.2%	60,167	-	0.0%
subtotal	$ 16,703,440	$ -	$ 2,607,991	$ 14,095,449	15.6%	15.6%	$ 7,836,606	$ 1,247,800	15.9%
Total Expenditures	$ 91,422,522	$ 5,162,663	$ 16,334,885	$ 69,924,974	23.5%	17.9%	$ 73,856,829	$ 14,070,152	19.1%

Notes:

(1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.

(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.

GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues										
City Administration										
22013230-371000	C2100	MURAL ART PROJECT	15,915	15,915	$ -	$ -	$ -	$ -		$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***		***$ -***
Public Safety										
22031150-331110	C1730	2017 BULLETPROOF VEST (DOJ)	13,179	12,462	$ -	$ 717	$ 717	$ -		$ 717
22031150-331110	C1831	2018 BULLETPROOF VEST (DOJ)	15,375	7,314	-	8,061	8,061	-		8,061
22031150-331110	C2018	2019 BULLETPROOF VEST (DOJ)	19,188	3,353	-	15,835	15,835	-		15,835
22031150-331110	C2059	2020 BULLETPROOF VEST (DOJ)	17,159	-	-	17,159	17,159	-		17,159
22031150-331110	C2115	2021 BULLETPROOF VEST (DOJ)	11,624	-	-	11,624	11,624	-		11,624
		subtotal			***$ -***	***$ 53,396***	***$ 53,396***	***$ -***		***$ 53,396***
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	152,000	102,000	$ -	$ 50,000	$ 50,000	$ 50,000		$ -
22061150-371000	C2212	PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336000	C2213	2021 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2215	FC ARTS & CULTURE	7,800	7,800	-	-	-	-		-
22061150-336001	C2234	ARTS CENTER (CERAMICS)	2,248	2,248	-	-	-	-		-
22061150-347509	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	2,397	-	-	-	-		-
22061150-347509	C2241	WP PROMO (AMERIS BANK AMP)	5,000	2,500	-	2,500	2,500	-		2,500
		subtotal			***$ -***	***$ 52,500***	***$ 52,500***	***$ 50,000***		***$ 2,500***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 118		$ (118)
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	249		(249)
22090200-395000		CARRYFORWARD FUND BALANCE			-	119,627	119,627	-		119,627
		subtotal			***$ -***	***$ 119,627***	***$ 119,627***	***$ 368***		***$ 119,259***
		Total			**$ -**	**$ 225,523**	**$ 225,523**	**$ 50,368**		**$ 175,155**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)

As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	$ -	$ 14,415	$ 14,415	$ -	$ -	$ 14,415
		subtotal			***$ -***	***$ 14,415***	***$ 14,415***	***$ -***	***$ -***	***$ 14,415***
Public Safety										
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,357	24,925	$ -	$ 1,432	$ 1,432	$ -	$ -	$ 1,432
22031150-542100	C1831	2018 BULLETPROOF VEST (DOJ)	30,751	16,675	-	14,076	14,076	-	-	14,076
22031150-542100	C2018	2019 BULLETPROOF VEST (DOJ)	30,016	12,280	-	17,736	17,736	-	-	17,736
22031150-542100	C2059	2020 BULLETPROOF VEST (DOJ)	38,964	4,646	-	34,318	34,318	-	-	34,318
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,248	-	-	23,248	23,248	-	-	23,248
		subtotal			***$ -***	***$ 90,810***	***$ 90,810***	***$ -***	***$ -***	***$ 90,810***
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	100,000	50,000	$ -	$ 50,000	$ 50,000	$ -	$ 50,000	$ -
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2213	2020 CAMP HAPPY HEARTS	5,000	2,671	-	2,329	2,329	2,329	-	-
22061150-531100	C2215	FC ARTS & CULTURE	7,800	6,056	-	1,744	1,744	1,450	-	294
22061150-531100	C2234	ARTS CENTER (CERAMICS)	2,249	1,604	-	645	645	-	-	645
22061150-531100	C2237	PARTNERED EVENTS	5,000	-	-	5,000	5,000	4,040	-	960
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	-	-	2,397	2,397	2,397	-	-
22061150-523300	C2241	WP PROMO (AMERIS BANK AMP)	4,998	2,498	-	2,500	2,500	-	-	2,500
		subtotal			***$ -***	***$ 69,513***	***$ 69,513***	***$ 10,216***	***$ 50,000***	***$ 9,297***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 23,377	$ 23,377	$ -	$ -	$ 23,377
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	27,408	27,408	-	-	27,408
		subtotal			***$ -***	***$ 50,785***	***$ 50,785***	***$ -***	***$ -***	***$ 50,785***
		Total			**$ -**	**$ 225,523**	**$ 225,523**	**$ 10,216**	**$ 50,000**	**$ 165,307**

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Public Safety										
34031150-331350	C2235	CRABAPPLE TRAINING FACILITY	46,130	-	$ -	$ 46,130	$ 46,130	$ 46,130		$ -
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT	45,900	-	-	45,900	45,900	-		45,900
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-		22,500
		subtotal			***$ -***	***$ 114,530***	***$ 114,530***	***$ 46,130***		***$ 68,400***
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	$ -	$ 645,119	$ 645,119	$ -		$ 645,119
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	-		1,000,000
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
		subtotal			***$ -***	***$ 2,145,119***	***$ 2,145,119***	***$ -***		***$ 2,145,119***
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,821,453	663,593	$ -	$ 1,157,860	$ 1,157,860	$ -		$ 1,157,860
34074150-331150	C2114	S MAIN ST ARC STUDY	177,640	34,800	-	142,840	142,840	-		142,840
		subtotal			***$ -***	***$ 1,300,700***	***$ 1,300,700***	***$ -***		***$ 1,300,700***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 102		$ (102)
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	214		(214)
34090200-395000		CARRYFORWARD FUND BALANCE			-	(69,782)	(69,782)	-		(69,782)
		subtotal			***$ -***	***$ (69,782)***	***$ (69,782)***	***$ 315***		***$ (70,097)***
		Total			**$ -**	**$ 3,490,567**	**$ 3,490,567**	**$ 46,445**		**$ 3,444,122**

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
Public Safety										
34031150-542100	C2235	CRABAPPLE TRAINING FACILITY	46,130	46,130	$ -	$ -	$ -	$ -	$ -	$ -
34031150-542100	C2244	HOMELAND SECURITY GRANT	45,900	-	-	45,900	45,900	44,100	-	1,800
34031150-542100	C2246	HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-	-	22,500
					$ -	***$ 68,400***	***$ 68,400***	***$ 44,100***	***$ -***	***$ 24,300***
Public Works										
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	$ -	$ 645,119	$ 645,119	$ -	$ -	$ 645,119
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	-	-	1,000,000
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	-	500,000
		subtotal			***$ -***	***$ 2,145,119***	***$ 2,145,119***	***$ -***	***$ -***	***$ 2,145,119***
Community Development										
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,750	903,123	$ -	$ 1,180,627	$ 1,180,627	$ 6,500	$ 126,026	$ 1,048,101
34074150-521200	C2114	S MAIN ST ARC STUDY	160,000	54,400	-	105,600	105,600	15,400	90,200	-
		subtotal			***$ -***	***$ 1,286,227***	***$ 1,286,227***	***$ 21,900***	***$ 216,226***	***$ 1,048,101***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ (9,179)	$ (9,179)	$ -	$ -	$ (9,179)
		subtotal			***$ -***	***$ (9,179)***	***$ (9,179)***	***$ -***	***$ -***	***$ (9,179)***
		Total			**$ -**	**$ 3,490,567**	**$ 3,490,567**	**$ 66,000**	**$ 216,226**	**$ 3,208,341**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
30113230-371000	C1618	CONVENTION CENTER (DESIGN)	-	-	$ -	$ -	$ -	$ 0.45		$ (0)
30141100-336000	C1410	RUCKER RD WATERLINE	1,562,604	1,459,845	-	102,759	102,759	-		102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,182,769	5,544,518	-	638,251	638,251	-		638,251
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	-		430,000
30141100-336000	C2238	DAVIS DR. WATER (COUNTY)	364,488	-	-	364,488	364,488	-		364,488
30161150-371000	C1911	EQUESTRIAN CENTER (FOUNDATION)	464,607	464,607	-	-	-	-		-
30161150-371000	C1929	COMM AG PROGRAM	51,974	50,135	-	1,839	1,839	1,877		(38)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	17,100	11,100	-	6,000	6,000	6,000		-
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	467,450	467,450	-	-	-	2,100		(2,100)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	-		37,500
30176100-371000	C1712	ALPHALOOP (ABC)	941,733	692,527	-	249,206	249,206	-		249,206
		subtotal			***$ -***	***$ 1,830,043***	***$ 1,830,043***	***$ 9,977***		***$ 1,820,066***
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			$ 2,500,000	$ 5,817,846	$ 8,317,846	$ -		$ 8,317,846
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,439,800	-	11,439,800	1,906,633		9,533,167
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	18,595		(18,595)
30190200-389000		MISCELLANEOUS REVENUE			-	-	-	-		-
30190200-361000		INTEREST EARNINGS			155,000	-	155,000	8,834		146,166
		subtotal			***$ 14,094,800***	***$ 5,817,846***	***$ 19,912,646***	***$ 1,934,063***		***$ 17,978,583***
		Total			**$ 14,094,800**	**$ 7,647,889**	**$ 21,742,689**	**$ 1,944,040**		**$ 19,798,649**
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	-	$ 145,000	$ -	$ 145,000	$ -	$ -	$ 145,000
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000	-	-	100,000
		subtotal			***$ 145,000***	***$ 100,000***	***$ 245,000***	***$ -***	***$ -***	***$ 245,000***

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	363,044	354,302	$ -	$ 8,742	$ 8,742		$ 5,362	$ 3,380
		subtotal			***$ -***	***$ 8,742***	***$ 8,742***	***$ -***	***$ 5,362***	***$ 3,380***
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,002	189,138	$ -	$ 110,864	$ 110,864	$ -	$ 1,600	$ 109,264
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	48,284	-	1,717	1,717	595	1,122	1
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210	200,000	363,469	563,469	-	246,681	316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,112,369	2,591,587	250,000	270,782	520,782	8,753	26,592	485,437
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	116,249	-	283,896	283,896	-	12,500	271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	30,185	-	269,816	269,816	-	161,792	108,024
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	50,000	-	50,000	-	-	50,000
		subtotal			***$ 500,000***	***$ 1,321,600***	***$ 1,821,600***	***$ 9,348***	***$ 450,286***	***$ 1,361,966***
Human Resources										
30118450-542400	C1222	RECORDS MANAGEMENT	72,500	-	$ 72,500	$ -	$ 72,500	$ -	$ -	$ 72,500
		subtotal			***$ 72,500***	***$ -***	***$ 72,500***	***$ -***	***$ -***	***$ 72,500***
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	32,900	$ -	$ 6,700	$ 6,700		$ 6,700	$ -
		subtotal			***$ -***	***$ 6,700***	***$ 6,700***	***$ -***	***$ 6,700***	***$ -***

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	7,916,893	6,142,656	$ 1,375,000	$ 399,237	$ 1,774,237	$ 59,322	$ 202,884	$ 1,512,031
30131150-541300	C1229	PS ROOF REPAIR	1,197,111	904,690	300,000	(7,579)	292,421	-	-	292,421
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,924	1,140,581	263,000	110,343	373,343	33,220	96,064	244,059
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	102,143	216,693
30131150-542400	C2052	SECURITY SYSTEM REFRESH	352,510	129,485	220,000	3,025	223,025	-	-	223,025
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	8,693	-	11,307
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942	-	6,058	6,058	-	-	6,058
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,870	37,552	-	6,318	6,318	838	-	5,480
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,000	-	2,250,000	-	2,250,000	-	-	2,250,000
30131150-542100	C2302	ALL TERRAIN VEHICLES	11,310	-	11,310	-	11,310	-	-	11,310
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,500	-	449,500	-	449,500	-	-	449,500
		subtotal			***$ 4,868,810***	***$ 856,238***	***$ 5,725,048***	***$ 102,072***	***$ 401,091***	***$ 5,221,884***
Public Works										
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	279,781	275,044	$ -	$ 4,737	$ 4,737	$ 3,810	$ -	$ 927
30141100-541200	C0910	TREE REPLACEMENT FUND	1,626,301	1,404,067	-	222,234	222,234	7,081	211,730	3,423
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	479,543	207,186	-	272,357	272,357	-	11,991	260,366
30141100-541410	C1207	BRIDGE MAINTENANCE	665,212	377,330	200,000	87,882	287,882	-	-	287,882
30141100-541410	C1215	STRIPING & SIGNAGE	2,014,664	1,814,664	200,000	-	200,000	27,229	9,851	162,920
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	-	20,649	100,122
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	31,050	17,725	63,620
30141100-541410	C1219	MILLING AND RESURFACING	24,017,759	21,564,565	1,000,000	1,453,194	2,453,194	141,635	136,493	2,175,067
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	987,078	887,078	100,000	-	100,000	7,729	3,140	89,131
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	2,922	-	145,919
30141100-542200	C1223	FLEET REPLACEMENT	1,469,452	1,091,468	195,000	182,984	377,984	42,996	324,697	10,291
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,222,771	817,220	100,000	305,551	405,551	188,089	65,936	151,526
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,373	173,446	36,000	7,927	43,927	-	-	43,927
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	450,001	299,856	100,000	50,145	150,145	28,155	121,565	425
30141100-541300	C1902	FIRE STATION RENOVATIONS	510,003	419,519	75,000	15,484	90,484	-	4,461	86,023
30141100-541300	C1904	PW HQ RENOVATIONS	178,037	121,982	50,000	6,055	56,055	-	-	56,055

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541300	C1905	GYM RENOVATIONS	35,000	-	35,000	-	35,000	-	-	35,000
30141100-541410	C1918	PEDESTRIAN SAFETY STUDY	381,115	296,115	85,000	-	85,000	-	-	85,000
30141100-541410	C1935	WINDWARD PKWY WEST IMPROVEMENTS	305,753	203,977	-	101,776	101,776	-	101,775	1
30141100-541300	C2003	HVAC REPLACEMENTS	292,002	227,797	62,000	2,205	64,205	-	35,870	28,335
30141100-541300	C2004	GENERATOR REPLACEMENTS	295,075	187,197	-	107,878	107,878	-	101,830	6,048
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,001	77,836	50,000	42,165	92,165	5,390	-	86,775
30141100-541410	C2048	STREETLIGHT MAINTENANCE	269,079	104,108	80,000	84,971	164,971	13,010	37,131	114,829
30141100-541500	C2050	REC FACILITY MAINTENANCE	120,000	46,645	30,000	43,355	73,355	-	-	73,355
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	145,351	36,582	100,000	8,769	108,769	-	-	108,769
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	430,000	19,456	-	410,544	410,544	-	410,544	0
30141100-544200	C2200	CITY TRASH RECEPTACLE SERVICE	100,001	39,159	50,000	10,842	60,842	6,943	37,940	15,959
30141100-541410	C2238	DAVIS DR WATER (COUNTY)	364,488	-	-	364,488	364,488	-	364,488	-
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	285,000	-	-	285,000	285,000	-	35,000	250,000
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	247,403	-	-	247,403	247,403	-	-	247,403
		subtotal			***$ 2,823,000***	***$ 4,424,952***	***$ 7,247,952***	***$ 506,040***	***$ 2,052,816***	***$ 4,689,096***
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	1,014,966	464,966	$ 550,000	$ -	$ 550,000	$ -	$ 492,610	$ 57,390
30161150-541200	C1210	TREE REMOVAL			150,000	-	150,000	31,465	118,535	-
30161150-541500	C1221	DESIGN SERVICES	214,224	186,473	20,000	7,751	27,751	542	-	27,209
30161150-541300	C1229	FACILITY ROOF REPAIR	494,741	-	700,000	(205,259)	494,741	-	-	494,741
30161150-542200	C1232	FLEET	352,578	72,130	120,000	160,448	280,448	-	160,448	120,000
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	799,218	699,218	100,000	-	100,000	-	53,432	46,568
30161150-541500	C1424	WILL PARK POOL EXPANSION	59,000	51,200	-	7,800	7,800	-	-	7,800
30161150-541500	C1520	WILLS PARK TENNIS CT RESURFACE	48,983	48,918	-	65	65	-	65	-
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614	THE STORIES PROJECT	85,000	31,065	35,000	18,935	53,935	-	-	53,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	907,169	370,594	155,000	381,575	536,575	-	26,280	510,295
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	830,877	521,159	300,000	9,718	309,718	102,532	99,377	107,810
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	490,721	277,238	150,000	63,483	213,483	-	-	213,483
30161150-544100	C1807	PUBLIC ARTS PROGRAM	231,000	170,000	45,000	16,000	61,000	-	-	61,000
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)	464,607	464,607	-	-	-		-	-

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	146,303	117,657	-	28,646	28,646	708	-	27,938
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	51,978	35,170	-	16,808	16,808	5,212	-	11,596
30161150-541500	C2010	PARK ENHANCEMENTS	604,179	465,437	125,000	13,742	138,742	4,272	48,573	85,897
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	-	250,000	-	250,000	-	-	250,000
30161150-541500	C2031	INNOVATION ACADEMY IGA	250,000	249,638	-	362	362	354	-	8
30161150-541500	C2051	FOUNTAIN MAINTENANCE	36,306	27,309	-	8,997	8,997	-	-	8,997
30161150-541500	C2202	ATHELETIC COURTS RESURFACING	98,433	58,433	40,000	-	40,000	-	-	40,000
30161150-541500	C2245	WILL PARK MAINTENANCE FACILITY	116,001	766	-	115,235	115,235	-	49,927	65,308
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	200,000	-	200,000	-	200,000	-	-	200,000
		subtotal			***$ 2,940,000***	***$ 674,167***	***$ 3,614,167***	***$ 145,084***	***$ 1,049,246***	***$ 2,419,837***
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	297,748	$ -	$ 279,001	$ 279,001	$ -	$ -	$ 279,001
30174150-544100	C0924	ECONOMIC DEVELOPMENT PLAN	107,640	62,500	-	45,140	45,140		45,140	-
30174150-544200	C1129	COMPREHENSIVE PLAN UPDATE	20,920	20,920	-	-	-	-	-	-
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	263,260	202,010	-	61,250	61,250	-	-	61,250
30174150-542200	C1433	FLEET REPLACEMENT	60,000	-	60,000	-	60,000	-	-	60,000
30174150-541410	C1603	DESIGN SERVICES	481,883	376,257	40,000	65,626	105,626	13,785	26,858	64,983
30174150-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	78,500	52,670	-	25,830	25,830	12,380	13,449	0
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	-	-	13,007
30174150-521200	C2114	S MAIN ST ARC STUDY	40,000	13,600	-	26,400	26,400	3,850	22,550	-
		subtotal			***$ 100,000***	***$ 516,254***	***$ 616,254***	***$ 30,015***	***$ 107,998***	***$ 478,241***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 2,645,490	$ (260,764)	$ 2,384,726	$ -	$ -	$ 2,384,726
30190200-579011		GRANTS UNDER REVIEW			-	-	-	-	-	-
		subtotal			***$ 2,645,490***	***$ (260,764)***	***$ 2,384,726***	***$ -***	***$ -***	***$ 2,384,726***
		Total			**$ 14,094,800**	**$ 7,647,889**	**$ 21,742,689**	**$ 792,560**	**$ 4,073,499**	**16,876,630**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of August 31, 2022

Account #	Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Public Works									
30241100-371000	DONATION FROM PRIVATE SOURCE			$ -	$ 4,496	$ 4,496	$ 4,496		$ 0
	subtotal			***$ -***	***$ 4,496***	***$ 4,496***	***$ 4,496***		***$ 0***
Non-Departmental									
30290200-361000	INTEREST EARNINGS			$ -	$ -	$ -	$ 1,729		$ (1,729)
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	3,639		(3,639)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	700,000		3,500,000
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
	subtotal			***$ 4,200,000***	***$ 1,716,691***	***$ 5,916,691***	***$ 705,368***		***$ 5,211,323***
	Total			**$ 4,200,000**	**$ 1,721,187**	**$ 5,921,187**	**$ 709,863**		**$ 5,211,324**
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	$ 150,000	$ 226,493	$ 376,493	$ 10,066	$ 20,725	$ 345,702
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	11,429,215	6,438,340	3,930,000	1,060,875	4,990,875	29,167	782,032	4,179,677
30241100-541430 C1503	STORMWATER STUDIES	500,001	323,580	-	176,421	176,421	-	20,200	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	458,720	120,000	85,335	205,335	-	83,645	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,000	150,800	-	99,200	99,200	1,650	81,200	16,350
	subtotal			***$ 4,200,000***	***$ 1,648,324***	***$ 5,848,324***	***$ 40,883***	***$ 987,801***	***$ 4,819,640***
Non-Departmental									
30290200-579000	NON-ALLOCATED			$ -	$ 72,863	$ 72,863	$ -	$ -	$ 72,863
	subtotal			***$ -***	***$ 72,863***	***$ 72,863***	***$ -***	***$ -***	***$ 72,863***
	Total			**$ 4,200,000**	**$ 1,721,187**	**$ 5,921,187**	**$ 40,883**	**$ 987,801**	**$ 4,892,503**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
As of August 31, 2022

Account #	Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	2,445,511	$ -	$ -	$ -	$ -		$ -
30390200-395000	CARRYFORWARD FUND BALANCE			-	4,199,000	4,199,000	-		4,199,000
	Total			**$ -**	**$ 4,199,000**	**$ 4,199,000**	**$ -**		**$ 4,199,000**
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,176,000	1,175,955	$ -	$ 45	$ 45	$ -	$ 45	$ -
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	939,002	-	1,205,508	1,205,508	823	1,196,103	8,582
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	269,139	-	1,054,862	1,054,862	20,550	244,423	789,889
	subtotal			***$ -***	***$ 2,260,415***	***$ 2,260,415***	***$ 21,373***	***$ 1,440,571***	***$ 798,471***
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	2,000,000.00	61,415	$ -	$ 1,938,585	$ 1,938,585	$ -	$ 24,996	$ 1,913,589
	subtotal			***$ -***	***$ 1,938,585***	***$ 1,938,585***	***$ -***	***$ 24,996***	***$ 1,913,589***
	Total			**$ -**	**$ 4,199,000**	**$ 4,199,000**	**$ 21,373**	**$ 1,465,567**	**$ 2,712,060**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
2016 Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
31790200-395000		CARRYFORWARD FUND BALANCE			$ -	$ 190,370	$ 190,370	$ -		$ 190,370
31790200-389000		MISCELLANEOUS REVENUE			-	108,000	108,000	-		108,000
31790200-361000		INTEREST EARNINGS			-	-	-	4,580		(4,580)
		subtotal			***$ -***	***$ 298,370***	***$ 298,370***	***$ 4,580***		***$ 293,790***
		Total			**$ -**	**$ 298,370**	**$ 298,370**	**$ 4,580**		**$ 293,790**
Expenditures										
31741100-541420	C1712	ALPHALOOP	449,253	359,043	$ -	$ 90,210	$ 90,210	$ 2,662	$ 87,547	$ 0
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,628	308,128	-	500	500	-	499	1
31741100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	150,749	-	-	150,749	150,749	-	-	150,749
31761150-541300	C1708	GREENWAY EXT TO FORSYTH	9,842,189	9,837,210	-	4,979	4,979	-	-	4,979
31761150-541300	C1709	EASTSIDE COMMUNITY CTR	2,553,436	2,519,186	-	34,250	34,250	-	34,250	-
31761150-579000		PARKS RESERVE	17,682	-	-	17,682	17,682	-	-	17,682
		Total			**$ -**	**$ 298,370**	**$ 298,370**	**$ 2,662**	**$ 122,297**	**$ 173,411**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
31890200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 91,939		$ (91,939)
31890200-393400		BOND PREMIUM				28,908,660	28,908,660	-		28,908,660
31890200-395000		CARRYFORWARD FUND BALANCE			-	367,339	367,339	-		367,339
		subtotal			***$ -***	***$ 29,275,999***	***$ 29,275,999***	***$ 91,939***		***$ 29,184,060***
		Total			**$ -**	**$ 29,275,999**	**$ 29,275,999**	**$ 91,939**		**$ 29,184,060**
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,500,000	-	$ -	$ 7,500,000	$ 7,500,000	$ -	$ -	$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,000,000	23,990	-	976,010	976,010	-	-	976,010
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,000,000	11,664	-	4,988,336	4,988,336	-	53,045	4,935,291
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	945	30,565	5,514,759
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	-	-	3,224,248
31861150-541500	C2217	MID-BROADWELL PARK	500,001	47,538	-	452,463	452,463	2,475	-	449,988
31861150-541500	C2218	OLD RUCKER PARK	3,000,000	20,170	-	2,979,830	2,979,830	-	357,900	2,621,930
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	-	-	1,983,280
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	15,127	-	1,234,874	1,234,874	1,861	779	1,232,234
31861150-541500	C2245	WILLS PARK MAINTENANCE FACIL	328,634	-	-	328,634	328,634	-	328,634	-
31890200-579000		PARKS RESERVE	62,055	-	-	62,055	62,055	-	-	62,055
		Total			**$ -**	**$ 29,275,999**	**$ 29,275,999**	**$ 5,281**	**$ 770,923**	**$ 28,499,795**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000		CARRYFORWARD FUND BALANCE			$ 4,300,000	$ 37,247,282	$ 41,547,282			$ 41,547,282
33541100-361000		INTEREST EARNINGS			-	-	-	137,916		(137,916)
		Total			**$ 4,300,000**	**$ 37,247,282**	**$ 41,547,282**	**$ 137,916**		**$ 41,409,366**
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ 2,000,000
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	184,456	-	4,841,958	4,841,958	24,500	-	4,817,458
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,119,002	-	240,740	240,740	-	233,749	6,991
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	1,924,663	-	3,654,811	3,654,811	1,596	1,653,214	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	197,826	187,598	-	10,228	10,228	-	10,228	0
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	860,986	-	15,403	15,403	-	15,403	1
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,614,835	1,263,692	-	351,143	351,143	-	351,143	-
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	-	4,148,571	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,509	676,585	-	15,924	15,924	10,263	5,661	1
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	230,000	2,300,000	43,000	2,343,000	-	43,000	2,300,000
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	874,801	725,037	-	149,764	149,764	-	149,763	1
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	119	3,982	5,941,742
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	65,590	-	16,900,860
3541100-541420	C2305	ALPHALOOP-(OMP - NORTHWINDS	825,000	-	-	825,000	825,000	-	-	825,000
33590200-579000		CONTINGENCY			-	38,446	38,446	-	-	38,446
		Total			**$ 4,300,000**	**$ 37,247,282**	**$ 41,547,282**	**$ 102,068**	**$ 6,614,713**	**$ 34,830,501**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST 2 Fund Detail (Fund 336; life-to-date for all projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2017 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33690200-313400		TSPLOST 2			$ -	$ 49,586,538	$ 49,586,538	$ 1,249,905		$ 48,336,633
33641100-361000		INTEREST EARNINGS			-	-	-	4,013		(4,013)
33690200-395000		CARRYFORWARD FUND BALANCE			-	2,397,197	2,397,197	-		2,397,197
		Total			**$ -**	**$ 51,983,735**	**$ 51,983,735**	**$ 1,253,918**		**$ 50,729,817**
Expenditures										
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	2,400	$ -	$ 6,497,600	$ 6,497,600	$ 1,265	$ -	$ 6,496,335
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,000	13,873	-	12,986,127	12,986,127	-	23,450	12,962,677
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	-	-	10,000,000	10,000,000	-	-	10,000,000
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	113,037	18,537	-	94,500	94,500	76,890	17,610	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	74,263	18,537	-	55,726	55,726	-	-	55,726
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	212,300	-	-	212,300	212,300	-	212,300	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	1,525	-	348,476	348,476	-	14,675	333,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,000	1,161	-	748,839	748,839	-	15,039	733,800
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,000	12,349	-	3,987,651	3,987,651	895	179,806	3,806,950
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	149,401	-	-	149,401	149,401	-	149,401	0
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	-	-	146,000	146,000	-	146,000	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	-	-	4,757,526	4,757,526	-	-	4,757,526
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,000	411	-	11,999,589	11,999,589	8,400	-	11,991,189
		Total			**$ -**	**$ 51,983,735**	**$ 51,983,735**	**$ 87,450**	**$ 758,281**	**$ 51,138,004**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27074110-341321		IMPACT FEES STREETS & HIGHWAYS			$ -	$ 200,000	$ 200,000	$ 14,902		$ 185,098
27074110-341323		IMPACT FEES RECREATION & PARKS			350,000	34,089	384,089	50,159		333,930
27074110-341324		IMPACT FEES PUBLIC SAFETY			-	-	-	1,678		(1,678)
27074110-395000		CARRYFORWARD FUND BALANCE			1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	9,221		(9,221)
27074110-361000		INTEREST EARNINGS			-	-	-	4,381		(4,381)
		Total			**$ 2,018,690**	**$ 3,468,675**	**$ 5,487,365**	**$ 80,341**		**$ 5,407,024**
Expenditures										
Public Safety										
27031150-544200	C2206	RAPID RESCUE TRUCK	124,600	124,100	$ -	$ 500	$ 500		$ -	$ 500
27031150-542100	C2302	ALL TERRAIN VEHICLES	18,690	-	18,690	-	18,690	-	-	18,690
		subtotal			***$ 18,690***	***$ 500***	***$ 19,190***	***$ -***	***$ -***	***$ 19,190***
Public Works										
27041100-541410	C1410	RUCKER RD CORRIDOR	1,002,553	857,003	$ -	$ 145,550	145,550		$ 145,550	$ 0
27041100-541410	C1723	TEASLEY ST IMPROVEMENTS	56,925	38,125	-	18,800	18,800		-	18,800
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	1,250,000	-	-	1,250,000	1,250,000		-	1,250,000
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	1,540,000	-	-	1,540,000	1,540,000	12,350	6,650	1,521,000
		subtotal			***$ -***	***$ 2,954,350***	***$ 2,954,350***	***$ 12,350***	***$ 152,200***	***$ 2,789,800***
Recreation, Parks & Cultural Services										
27061150-541500	C2011	WILLS PARK MASTER PLAN	328,634	-	$ -	$ 328,634	$ 328,634		$ 21,930	$ 306,704
27061150-541410	C2113	ENCORE GREENWAY GATEWAY	2,000,000	-	2,000,000	-	2,000,000	-	-	2,000,000
		subtotal			***$ 2,000,000***	***$ 328,634***	***$ 2,328,634***	***$ -***	***$ 21,930***	***$ 2,306,704***

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of August 31, 2022

Account #	Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Project Snapshot: FY2013 - FY2022 Prior Year Actuals	FY 2023 Original Appropriation	FY 2023 Transfers / Adjustments	FY 2023 Revised Budget	FY 2023 Collections / Expenditures	FY 2023 Encumbrances	Available Budget
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			$ -	$ 66,720	$ 66,720		$ 66,720	$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	1,016	1,016	-	-	1,016
27074110-579002	NON-ALLOCATED RECREATION & PARKS			-	-	-	-	-	-
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	117,455	117,455	-	-	117,455
27041100-579011	MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
	subtotal			***$ -***	***$ 185,191***	***$ 185,191***	***$ -***	***$ 66,720***	***$ 118,471***
	Total			**$ 2,018,690**	**$ 3,468,675**	**$ 5,487,365**	**$ 12,350**	**$ 240,850**	**$ 5,234,165**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
As of August 31, 2022

Account #		Project	Project Snapshot: FY2013 - FY2022 Total Project Authorization	Prior Year Actuals	FY 2023 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27590150-314100		HOTEL/MOTEL TAXES			$ 7,500,000	$ -	$ 7,500,000	$ 930,370		$ 6,569,630
27590150-319201		PENALTY/INTEREST HOTEL/MOTEL TAXES			-	-	-			-
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	2,724		(2,724)
27590150-361000		INTEREST EARNINGS			-	-	-	1,294		(1,294)
		subtotal			***$ 7,500,000***	***$ -***	***$ 7,500,000***	***$ 934,387***		***$ 6,565,613***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE		-	$ -	$ 974,971	$ 974,971	$ -		$ 974,971
		subtotal			***$ -***	***$ 974,971***	***$ 974,971***	***$ -***		***$ 974,971***
		Total			**$ 7,500,000**	**$ 974,971**	**$ 8,474,971**	**$ 934,387**		**$ 7,540,584**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	29,944,535	26,663,285	$ 3,281,250	$ -	$ 3,281,250	$ 796,303	$ -	$ 2,484,947
		subtotal			***$ 3,281,250***	***$ -***	***$ 3,281,250***	***$ 796,303***	***$ -***	***$ 2,484,947***
City/Other										
27590150-521200		PROFESSIONAL SERVICES	35,655	30,155	$ 5,500	$ -	$ 5,500	$ 2,915	$ -	$ 2,585
27590150-579006		DEBT SERVICE RESERVE	417,821	-	35,537	382,284	417,821		-	417,821
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	26,063,456	23,250,956	2,812,500	-	2,812,500	682,546	-	2,129,954
		subtotal			***$ 2,853,537***	***$ 382,284***	***$ 3,235,821***	***$ 685,461***	***$ -***	***$ 2,550,360***
Tourism Product Development										
27590150-541500	C1911	EQUESTRIAN CENTER	38,739	38,739	$ -	$ -	$ -		$ -	$ -
27590450-541500	C2011	WILLS PARK MASTER PLAN	751,891	468,574	-	283,317	283,317		276,047	7,270
27590150-541500	C2245	WILLS PRK MAINTENANCE FACILITY	309,370	-	-	309,370	309,370		309,369	1
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	2,185,000	1,535,000	650,000	-	650,000		-	650,000
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	5,343,655	4,628,442	715,213	-	715,213		-	715,213
		subtotal			***$ 1,365,213***	***$ 592,687***	***$ 1,957,900***	***$ -***	***$ 585,417***	***$ 1,372,483***
		Total			**$ 7,500,000**	**$ 974,971**	**$ 8,474,971**	**$ 1,481,764**	**$ 585,417**	**$ 6,407,790**



OTHER REPORTS

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended August 31, 2022

Vendor	Description	Department	$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 11,084.83
ACOMFORT BY DESIGN	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Various Departments	$ 20,200.81
ACOMFORT BY DESIGN	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	$ 10,737.05
AFLAC	VOL SUPP INSURANCE	General Government	$ 11,214.41
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	$ 6,071.78
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	$ 484,066.69
ALPHARETTA	HOTEL/MOTEL OCCUPANCY TAX JULY 2023	General Government	$ 388,634.17
ALPHARETTA	JULY HOTEL/MOTEL OCCUPANCY	General Government	$ 407,669.26
ALPHARETTA CHAMBER OF COMMERCE	CHAMBER PAYMENT	Development Authority	$ 20,000.00
ALPHARETTA CHAMBER OF COMMERCE	MEMBERSHIP DUES	Community Development	$ 12,500.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 32,562.50
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	$ 17,430.27
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	$ 10,105.21
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Various Departments	$ 26,976.45
BARTOW PAVING COMPAN	MILLING AND RESURFACING	Public Works	$ 140,164.09
BEYONDTRUST.CORP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 36,400.48
BLUE LINE BREACHERS	POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS)	Public Safety	$ 5,970.00
BREWICK ENTERPRISES	TILE, FLOOR AND WALL, CERAMIC, GLAZED	Community Development	$ 5,240.00
BRIT GLOBAL	CLAIMS (VEHICLE) FIRE TRUCK HIT 3RD PARTY	Risk Management	$ 5,081.92
BUSBY NEGIN	NMML INVESTIGATION	Legal Services	$ 17,100.00
BUTCH THOMPSON	CONSTRUCTION, CURB AND GUTTER	Public Works	$ 8,675.00
CAPITAL CITY ELECTRICAL SERVICES, LLC	STREETLIGHT MAINTENANCE	Public Works	$ 11,606.25
CARR, RAHN & ASSOCIATES INC	RIGHT OF WAY SERVICES (INCLUDING TITLE, APPRAISAL,	Public Works	$ 43,620.00
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 12,150.00
CDW GOVERNMENT LLC	MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK	Information Technology	$ 5,400.00
CITY OF MILTON	LEASE-COURTROOM IGA-AUGUST 2022	Municipal Court	$ 6,775.00
CLASSIC COLLISION OF ALPHARETTA	CLAIMS (VEHICLE) PD4983 REPAIRS	Risk Management	$ 6,519.88
COLLECTIVE DATA INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 7,092.00
COLUMBIA ENGINEERING	DESIGNING SERVICES	Community Development	$ 6,500.00
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 17,949.33
CRABAPPLE TURF	LANDSCAPE SERVICES	Rec., Parks & Cultural Services	$ 22,175.20

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended August 31, 2022

Vendor	Description	Department	$ Amount
DATAWORKS PLUS LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 6,019.37
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	$ 6,725.00
DLT SOLUTIONS LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 7,818.64
ESIS INC	CLAIMS (WORKERS COMP)	Risk Management	$ 23,776.96
FLEETIO	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 14,987.00
FULTON COUNTY BOARD OF EDUCATION	JUNE AND JULY FUEL PAYMENTS	General Government	$ 121,813.66
FULTON COUNTY BOARD OF COMMISSIONERS	STATE REPORTS-LVAP FUND DISBURSEMENTS	Public Safety	$ 9,776.75
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 8,336.02
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	$ 6,527.37
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 15,065.83
GEORGIA POWER COMPANY	ELECTRICITY UTILITIES	Various Departments	$ 178,381.31
GEORGIA POWER COMPANY	ELECTRICITY UTILITIES	Various Departments	$ 7,185.55
GEORGIA SUPERIOR COURT	STATE REPORTS	Public Safety	$ 42,817.60
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,147.62
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	$ 5,430.60
GULF STATES	AMMUNITION	Public Safety	$ 23,900.00
GULF STATES	AMMUNITION	Public Safety	$ 9,560.00
HUGHES, GOOD, O'LEARY & RYAN INC	DESIGNING SERVICES	Public Works	$ 8,550.00
KILLER CREEK HARLEY	FLEET REPLACEMENT	Public Safety	$ 59,321.66
KIMLEY-HORN & ASSOCIATES INC	ANALYTICAL STUDIES AND SURVEYS (CONSULTING)	Community Development	$ 25,130.00
KIMLEY-HORN & ASSOCIATES INC	TRAFFIC STUDIES AND ANALYSIS SERVICES	Community Development	$ 6,680.00
LAYER 3 COMMUNICATION	ANTI-VIRUS/ANTI-MALWARE PROTECTION	Various Departments	$ 30,357.60
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 9,218.10
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,849.33
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 8,409.75
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,193.28
LOCALITY MEDIA INC.	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 28,100.00
MILO ENTERPRISES, INC	CONSTRUCTION, SIDEWALK AND DRIVEWAY	Public Works	$ 15,202.00
MISTRAL INC.	POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS)	Public Safety	$ 5,130.00
NEOGOV	SOFTWARE MAINTENANCE/SUPPORT	Human Resources	$ 26,268.68
PEACE OFFICER'S ANNUITY & BENEFIT FUND	STATE REPORTS	Public Safety	$ 19,545.50

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended August 31, 2022

Vendor	Description	Department	$ Amount
PLAY WELL TEKNOLOGIE	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,092.50
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	$ 14,750.00
REPRO PRODUCTS INC	MAINTENANCE CONTRACTS	Various Departments	$ 6,180.44
RUPPERT LANDSCAPE	TREE REPLACEMENT FUND	Public Works	$ 7,081.08
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 57,343.66
RUSSELL LANDSCAPE	TREE PLANTING & LANDSCPNG IMP	Public Works	$ 186,549.98
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 5,735.00
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	$ 33,006.80
SOCCER SHOTS NORTH ATLANTA	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,737.50
SUCCESS AND RESULTS CONSULTING	PARK REPAIRS/IMPROVMENTS	Rec., Parks & Cultural Services	$ 85,111.50
SUNBELT TRAFFIC	ENCAPSULANT, TRAFFIC LOOP DETECTOR	Public Works	$ 8,500.00
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	$ 7,916.67
TEMPLE INC	TRAFFIC RESPONSIVE SYS MAINTENANCE	Public Works	$ 5,581.77
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Services	$ 8,536.93
THE F. A. BARTLETT TREE EXPERT COMPANY	TREE TRIMMING	Public Works	$ 5,241.50
TRANSCEND ROBOTICS	POLICE INVESTIGATION ROBOTS	Public Safety	$ 16,500.00
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 44,661.42
TRI SCAPES INC	LANDSCAPE SERVICES	Rec., Parks & Cultural Services	$ 9,471.29
TRUIST BANK	PCARD TRANSACTIONS	General Government	$ 204,701.09
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE/SUPPORT	Finance	$ 6,945.80
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 104,619.66
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 15,500.64
WRIKE INC	SOFTWARE MAINTENANCE/SUPPORT	Mayor & Council	$ 32,176.80

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended August 31, 2022

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000177	AT&T/BELLSOUTH @ 85 ANNEX	INFORMATION TECHNOLOGY	$ 9,000.00	FY2023 POTS LINE PHONE SERVICE
23000181	APPLIED RESEARCH ASSOCIATES, INC.	PUBLIC WORKS	$ 20,000.00	PAVEMENT DATA COLLECTION SERVICES
23000182	VANASSE HANGEN BRUSTLIN, INC.	PUBLIC WORKS	$ 6,284.00	HABITAT AND BIOLOGICAL MONITORING OF (3) STREAM SITES
23000183	CDW LLC	INFORMATION TECHNOLOGY	$ 30,600.01	TENABLE VULNERABILITY SCANNING SYSTEM
23000187	BEYONDTRUST.CORPORATION	INFORMATION TECHNOLOGY	$ 36,400.48	PASSWORD MANAGEMENT SYSTEM
23000190	AT&T/BELLSOUTH @ 85 ANNEX	INFORMATION TECHNOLOGY	$ 36,642.00	MIS SERVICES
23000192	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 22,356.18	PROGRAMMABLE LOCKS FOR RESTROOMS (NORTH PK & COGBURN PK)
23000193	GULF STATES DISTRIBUTORS INC	PUBLIC SAFETY	$ 9,560.00	DUTY AND TRAINING AMMUNITION
23000196	KRISTEN SMITH	REC., PARKS & CULTURAL SVCS	$ 19,200.00	INSTRUCTOR FOR CLAY CLASSES AT ADULT ACTIVITY CENTER
23000197	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 18,910.00	TREE REMOVAL SERVICES AT (2) LOCATIONS ON BIG CREEK
23000198	RARESTEP, INC.	PUBLIC SAFETY	$ 14,987.00	FLEET MANAGEMENT SOFTWARE
23000200	PLAYCORE WISCONSIN INC	REC., PARKS & CULTURAL SVCS	$ 20,028.00	REPLACEMENT DECKS FOR PLAYGROUND AT NORTH PARK FIELDS 1 - 4
23000201	TREANORHL	COMMUNITY DEVELOPMENT	$ 7,000.00	ARCHITECT SERVICES
23000202	WRIKE INC	INFORMATION TECHNOLOGY	$ 32,176.80	WRIKE SOFTWARE LICENSES (60 USERS/20 COLLABORATORS)
23000205	PB PARENT LLC	PUBLIC WORKS	$ 11,075.00	FY23 FIRE ALARM EQUIPMENT AND SPRINKLER TESTING FOR PW & PARKS
23000206	CDW LLC	INFORMATION TECHNOLOGY	$ 5,400.00	(2) APPLE MACBOOK PROS
23000207	DLT SOLUTIONS LLC	INFORMATION TECHNOLOGY	$ 7,818.64	AUTOCAD SUBSCRIPTION RENEWAL
23000211	CINTAS CORPORATION 08M	PUBLIC WORKS	$ 25,535.12	PAPER TOWELS, TOILET PAPER, ETC. MONTHLY SVC FOR CITY FACILITIES
23000214	GLOBAL EQUIPMENT CO INC	REC., PARKS & CULTURAL SVCS	$ 13,045.00	(10) STEEL MESH 48-GALLON TRASH RECEPTACLES AND (80) DOME LIDS
23000215	MAX, LLC	REC., PARKS & CULTURAL SVCS	$ 6,575.00	DUMPSTER RENTALS FOR SPECIAL EVENTS
23000216	CUMBERLAND LANDSCAPE GROUP LLC	REC., PARKS & CULTURAL SVCS	$ 38,186.63	TRASH REMOVAL SERVICES FOR DOWNTOWN CONTAINERS
23000217	UNITED SITE SERVICES OF GEORGIA LLC	REC., PARKS & CULTURAL SVCS	$ 8,150.00	PORTABLE TOILET RENTALS FOR SPECIAL EVENTS
23000218	ANYTHING SPORTS LLC	PUBLIC SAFETY	$ 7,794.00	(6) TREADMILLS FOR FIRE STATIONS
23000219	ESO SOLUTIONS, INC.	PUBLIC SAFETY	$ 9,711.76	ANNUAL MAINT/SUPPORT FOR ESO HEALTH RECORDS SOFTWARE
23000222	ALPHARETTA CHAMBER OF COMMERCE	COMMUNITY DEVELOPMENT	$ 12,500.00	DUES/SPONSORSHIP FOR ALPHARETTA CHAMBER OF COMMERCE
23000223	PREMIER EVENTS LLC	REC., PARKS & CULTURAL SVCS	$ 29,500.00	EVENT LOGISTICS, MARKETING, AND SPONSORSHIP SVCS FOR WIRE/WOOD
23000227	COMFORT BY DESIGN INC	PUBLIC WORKS	$ 9,541.40	HVAC REPAIRS FOR CITY HALL, 3RD FLOOR
23000228	STEPHEN A. LASER ASSOCIATES, PC	HUMAN RESOURCES	$ 10,000.00	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS
23000230	CARR, RAHN & ASSOCIATES INC	PUBLIC WORKS	$ 43,620.00	APPRAISAL SVCS FOR WEBB BRIDGE RD - GREENWAY TO ROUNDABOUT
23000231	MOTOROLA SOLUTIONS INC	PUBLIC SAFETY	$ 22,000.00	CONTROL ROOM FIREWALL AT ALPHARETTA DISPATCH CENTER
23000232	KF ARMORY LLC	PUBLIC SAFETY	$ 21,579.79	(7) 9MM SHORT BARRELED SELECT FIRE GUNS (MOTOR UNITS)
23000234	CDW LLC	INFORMATION TECHNOLOGY	$ 24,832.27	VEEAM BACKUP FOR OFFICE 365 AND VEEAM AVAILABILITY SUITE LICENSE
23000237	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 10,695.00	TREE REMOVAL AND PRUNING SERVICES (NEAR BROOKSIDE PARK)
23000241	CAPITAL CITY ELECTRICAL SERVICES, LLC	PUBLIC WORKS	$ 5,950.00	STREETLIGHT MAINTENANCE AND REPAIR
23000243	CDW LLC	INFORMATION TECHNOLOGY	$ 22,680.00	ZENDESK SUITE LICENSE AND SUPPORT RENEWAL

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended August 31, 2022

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000244	CDW LLC	INFORMATION TECHNOLOGY	$ 18,905.95	CISCO SMARTNET SERVICE AGREEMENT RENEWAL
23000254	METRO TRAFIX LLC	PUBLIC WORKS	$ 31,965.60	PREEMPTION SYSTEM MAINTENANCE, REPAIRS, AND FIELD ADJUSTMENTS
23000255	GRAYSHIFT, LLC	PUBLIC SAFETY	$ 9,995.00	GRAYKEY LICENSE ESSENTIAL RENEWAL
23000256	DATAWORKS PLUS LLC	PUBLIC SAFETY	$ 6,019.37	LIVESCAN MAINTENANCE RENEWAL
23000260	VERISTOR SYSTEMS INC	INFORMATION TECHNOLOGY	$ 25,986.25	MIMECAST EMAIL MANAGEMENT SUBSCRIPTION
23000262	DELL MARKETING LP	INFORMATION TECHNOLOGY	$ 20,786.03	NETMOTION MOBILITY PREMIUM SUPPORT
23000266	COMFORT BY DESIGN INC	PUBLIC WORKS	$ 35,870.17	(4) HVAC REPLACEMENTS FOR PUBLIC WORKS FACILITY
23000274	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	$ 35,920.00	SEWER AND STORM DRAIN CONSTRUCTION AT 330 DASHING WAVE LANE
23000277	DELL MARKETING LP	PUBLIC SAFETY	$ 15,000.00	(6) DESKTOP COMPUTERS AND (12) MONITORS FOR CID

City of Alpharetta
Balance Sheet
Governmental Funds
August 31, 2022

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2016 Bond Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS									
Cash / Cash Equivalents / Investments	$ 30,760,156	$ 9,746,088	$ 142,451	$ 770,353	$ 29,366,993	$ 43,626,843	$ 4,825,566	$ 16,601,393	$ 135,839,843
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	429,434	-	-	-	-	-	-	74,111	503,545
Other Taxes	49,736	-	-	-	-	-	-	-	49,736
Interest	-	-	-	-	-	-	-	-	-
Accounts		-	-	-	-	-	-	-	-
Due from Other Funds	2,462,119	-	-	-	-	-	-	-	2,462,119
Intergovernmental Receivable	15,614	10,000	93,906	-	-	-	-	5,541	125,061
Cash - Restricted	121,811	300,845	-	-	-	-	-	-	422,656
Total Assets	**33,838,870**	**10,056,933**	**236,357**	**770,353**	**29,366,993**	**43,626,843**	**4,825,566**	**16,681,045**	**139,402,959**
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	345,278	35,831	6,500	-	4,336	50	3,000	440,784	835,779
Retainage Payable	-	276,211	54,839	50,547	-	100,028	7,689	49,806	539,120
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct								-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	101,615	-	-	-	-	-	-	4,544	106,159
Due to Other Funds	-	-	-	527,518	-	1,900,295	-	-	2,427,813
Deferred Revenue	507,674	10,000	93,906	-	-	843	-	4,278,652	4,891,075
Unearned Revenue	730,283	-	-	-	-	-	-	273	730,555
Non-Current									
Unclaimed Property	122,675	-	-	-	-	-	-	-	122,675
Claims Payable	54,536	-	-	-	-	-	-	-	54,536
Total Liabilities	**1,862,061**	**322,042**	**155,244**	**578,065**	**4,336**	**2,001,216**	**10,689**	**4,774,059**	**9,707,713**
Fund Balances:									
Restricted for:									
Capital Projects	-	3,276,666	(125,935)	52,309	28,529,680	34,972,468	4,056,596	4,432,338	75,194,120
Law Enforcement	-	-	-	-	-	-	-	198,920	198,920
Emergency Telephone Activities	-	-	-	-	-	-	-	526,601	526,601
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	328,525	328,525
Promotion of Tourism	-	-	-	-	-	-	-	309,689	309,689
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	138,495	138,495
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,646,671	-	-	-	-	-	-	-	10,646,671
Encumbrances	5,162,663	4,073,499	216,226	122,297	770,923	6,614,713	758,281	4,381,795	22,100,397
Remaining 2023 Net Spend	(9,705,095)	-	-	-	-	-	-	-	(9,705,095)
Projected Net Surplus/2025 Capital	6,172,570	-	-	-	-	-	-	-	6,172,570
Unallocated	-	2,384,726	(9,179)	17,682	62,055	38,446	-	1,590,625	4,084,355
Total Fund Balances	31,976,809	9,734,891	81,112	192,288	29,362,657	41,625,627	4,814,877	11,906,986	129,695,246
Total Liabilities and Fund Balances	**$ 33,838,870**	**$ 10,056,933**	**$ 236,357**	**$ 770,353**	**$ 29,366,993**	**$ 43,626,843**	**$ 4,825,566**	**$ 16,681,045**	**$ 139,402,959**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended August 31, 2022

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	$ 270,116	$ -	$ -	$ -	$ -	$ -	$ -	$ 930,370	$ 1,200,485
Local Option Sales Tax	1,796,155	-	-	-	-	-	-	2,620	1,798,775
Transportation SPLOST	-	-	-	-	-	-	1,249,905	-	1,249,905
Other Taxes	347,058	-	-	-	-	-	-	44,329	391,387
Licenses and permits	970,704	-	-	-	-	-	-	66,739	1,037,442
Intergovernmental	20,786	2,100	-	-	-	-	-	2,832	25,718
Charges for services	1,053,393	-	-	-	-	-	-	-	1,053,393
Impact Fees	-	-	-	-	-	-	-	-	-
Fines/Forfeitures	448,328	-	-	-	-	-	-	2,316	450,644
Investment earnings (Loss)	5,897	3,610	(1,329)	4,580	91,939	137,916	4,013	4,496	251,121
Contributions and Donations	15,266	7,877	-	-	-	-	-	-	23,143
Misc Revenue	46,065	-	-	-	-	-	-	-	46,065
Other	-	-	-	-	-	-	-	-	-
Total revenues	**4,973,767**	**13,587**	**(1,329)**	**4,580**	**91,939**	**137,916**	**1,253,918**	**1,053,701**	**7,528,079**
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	407,037	407,037
General government	2,272,759	9,348	-	-	-	-	-	5,165	2,287,272
Public safety	6,936,123	102,072	44,100	-	-	-	-	940,506	8,022,801
Public works	1,570,442	506,040	-	2,662	-	102,068	87,450	74,606	2,343,268
Economic and community development	862,767	24,135	21,900	-	-	-	-	-	908,802
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	2,084,803	145,085	-	-	5,281	-	-	10,216	2,245,385
Contingency	1,358	-	-	-	-	-	-	-	1,358
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									-
Principal	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
Other Costs		-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	**13,728,252**	**786,680**	**66,000**	**2,662**	**5,281**	**102,068**	**87,450**	**1,437,529**	**16,215,922**
Excess (deficiency) of revenues over (under) expenditures	(8,754,484)	(773,093)	(67,329)	1,917	86,658	35,848	1,166,469	(383,828)	(8,687,843)
OTHER FINANCING SOURCES (USES)									
Transfers in	350,889	1,906,633	-	-	-	-	-		2,257,522
Transfers out	(2,606,633)	-	-	-	-	-	-	349,111	(2,257,522)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-	-
Sale of non-capital assets	500	-	-	-	-	-	-	-	500
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(2,255,245)	1,906,633	-	-	-	-	-	349,111	500
Net change in fund balances	(11,009,729)	1,133,540	(67,329)	1,917	86,658	35,848	1,166,469	(34,717)	(8,687,343)
Fund balances - beginning	**42,986,538**	**8,601,351**	**148,441**	**190,370**	**29,275,999**	**41,589,779**	**3,648,408**	**11,941,703**	**138,382,590**
Fund balances - ending	**$ 31,976,809**	**$ 9,734,891**	**$ 81,112**	**$ 192,288**	**$ 29,362,657**	**$ 41,625,627**	**$ 4,814,877**	**$ 11,906,986**	**$ 129,695,246**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
August 31, 2022

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	$ 1,720,596	$ 4,984,202	$ 285,630	$ 31,675	$ 163,972	$ 1,721,964	$ 4,204,415	$ 1,096,765	$ 2,392,175	$ 16,601,393
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	74,111	-	74,111
Intergovernmental Receivable	-	-	-	-	5,541	-	-	-	-	5,541
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**1,720,596**	**4,984,202**	**285,630**	**31,675**	**169,513**	**1,721,964**	**4,204,415**	**1,170,876**	**2,392,175**	**16,681,045**
LIABILITIES										
Accounts Payable	407,669	-	-	-	2,100	16,920	1,887	-	12,208	440,784
Retainage Payable	-	24,906	-	-	-	-	24,900	-	-	49,806
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	4,544	-	-	-	4,544
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	5,541	-	4,199,000	74,111	-	4,278,652
Unearned Revenue	-	-	-	-	-	-	-	273	-	273
Total Liabilities	**407,669**	**24,906**	**-**	**-**	**7,641**	**21,463**	**4,225,788**	**74,384**	**12,208**	**4,774,059**
FUND BALANCES										
Restricted:										
Capital Projects	-	4,599,974	-	-	-	-	(1,486,940)	-	1,319,303	4,432,338
Law Enforcement	-	-	167,245	31,675	-	-	-	-	-	198,920
Promotion of Tourism	309,689	-	-	-	-	-	-	-	-	309,689
Emergency Telephone Activities	-	-	-	-	-	526,601	-	-	-	526,601
Debt Service	-	-	-	-	-	-	-	328,525	-	328,525
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	138,495	-	-	-	-	138,495
Encumbrances	585,417	240,850	24,484	-	-	1,077,676	1,465,567	-	987,801	4,381,795
Unallocated	417,821	118,471	93,901	-	23,377	96,224	-	767,968	72,863	1,590,625
Total Fund Balances	1,312,926	4,959,295	285,630	31,675	161,872	1,700,501	(21,373)	1,096,493	2,379,967	11,906,986
Total Liabilities and Fund Balances	**$ 1,720,596**	**$ 4,984,202**	**$ 285,630**	**$ 31,675**	**$ 169,513**	**$ 1,721,964**	**$ 4,204,415**	**$ 1,170,876**	**$ 2,392,175**	**$ 16,681,045**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended August 31, 2022

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	$ 930,370	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 930,370
Property tax	-	-	-	-	-	-	-	2,620	-	2,620
Charges for Service	-	-	-	-	50,000	(5,671)	-	-	-	44,329
Impact Fees	-	66,739	-	-	-	-	-	-	-	66,739
Forfeiture Income	-	-	-	2,832	-	-	-	-	-	2,832
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings (Loss)	224	1,630	-	-	(39)	572	-	267	(338)	2,316
Other	-	-	-	-	-	-	-	-	4,496	4,496
Total revenues	**930,594**	**68,369**	**-**	**2,832**	**49,961**	**(5,099)**	**-**	**2,887**	**4,158**	**1,053,701**
EXPENDITURES:										
Tourism	407,037	-	-	-	-	-	-	-	-	407,037
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	10,216	-	-	-	-	10,216
Public Safety	-	-	17,280	9,224	(5,114)	919,116	-	-	-	940,506
Public Works	-	12,350	-	-	-	-	21,373	-	40,883	74,606
General Government	2,915	-	-	-	-	-	-	2,250	-	5,165
Debt Service:	-	-	-	-		-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**409,952**	**12,350**	**17,280**	**9,224**	**5,102**	**919,116**	**21,373**	**2,250**	**40,883**	**1,437,529**
Excess (deficiency) of revenues over expenditures	520,642	56,019	(17,280)	(6,392)	44,858	(924,215)	(21,373)	637	(36,724)	(383,828)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(350,889)	-	-	-	-	-	-	-	700,000	349,111
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(350,889)	-	-	-	-	-	-	-	700,000	349,111
Net change in fund balances	169,754	56,019	(17,280)	(6,392)	44,858	(924,215)	(21,373)	637	663,276	(34,717)
Fund balances - beginning	**1,143,173**	**4,903,276**	**302,910**	**38,067**	**117,014**	**2,624,716**	**-**	**1,095,856**	**1,716,692**	**11,941,703**
Fund balances - ending	**$ 1,312,926**	**$ 4,959,295**	**$ 285,630**	**$ 31,675**	**$ 161,872**	**$ 1,700,501**	**$ (21,373)**	**$ 1,096,493**	**$ 2,379,967**	**$ 11,906,986**

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
August 31, 2022

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,324,483
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	947,263
Prepaid Insurance Expenses	-
Total Current Assets	2,271,746
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	-
Total Assets	**2,271,746**
LIABILITIES	
Current Liabilities:	
Accounts Payable	685
Accounts Payable/ Customer Credit Balances	28,088
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	-
Payroll Liabilities	265
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	29,038
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**29,038**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,242,708
Total Net Assets	2,242,708
Total Liabilities & Net Assets	**$ 2,271,746**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended August 31, 2022

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 2,641,010
Misc Revenue	-
Total operating revenues	2,641,010
Operating expenses:	
Administration	5,859,291
Non-departmental	-
Total operating expenses	5,859,291
Operating Gain (loss)	(3,218,281)
Non-operating revenues (expenses):	
Investment earnings (Loss)	(1,771)
Total non-operating revenue (expenses)	(1,771)
Income (loss) before transfers	(3,220,052)
Transfers In	-
Transfers Out	-
Change In Net Assets	(3,220,052)
Total net assets-beginning	**115,274**
Total net assets-ending (net of encumbrances)	**(3,104,778)**
Adjustments to GAAP basis:	
Encumbrances	5,347,486
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 2,242,708**

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of August 31, 2022 (unaudited)

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues						
	99575100-346900	Bond Application Fee	$ -	$ 119,750		$ (119,750)
	99575100-361000	Investment Earnings	-	-		-
	99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2)	99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	1,532		22,168
		subtotal	***$ 118,700***	***$ 216,282***		***$ (97,582)***
(1)	99575100-395000	Carryforward Fund Balance	$ 214,749	$ -		$ 214,749
		subtotal	***$ 214,749***	***$ -***		***$ 214,749***
		Total	**$ 333,449**	**$ 216,282**		**$ 117,167**
Expenditures						
	99575100-571000-C1403	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-544100-C1532	ATC Operational Funds	95,000	23,750	71,250	-
	99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
	99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
	99575100-544100-C2210	Downtown Economic Development Initiative	60,000	20,000	-	40,000
	99575100-531100	General Supplies & Materials	-	-	-	-
		subtotal	***$ 245,948***	***$ 43,750***	***$ 71,250***	***$ 130,948***
(2)	99575100-522250-C1535	Innovation Center Operations (Facility Repair & Maint.)	$ -	$ -	$ -	$ -
(2)	99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	12,000	1,493	4,500	6,007
(2)	99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	87	-	1,013
(2)	99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	600	125	-	475
(2)	99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	269	-	4,731
(2)	99575100-531230-C1535	Innovation Center Operations (Electricity)	5,000	376	-	4,624
		subtotal	***$ 23,700***	***$ 2,350***	***$ 4,500***	***$ 16,850***
	99575100-579000	Reserve	$ 63,801	$ -	$ -	$ 63,801
		Total	**$ 333,449**	**$ 46,100**	**$ 75,750**	**$ 211,599**

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

(2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of August 31, 2022 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)		**$**	**214,749**
Revenues collected to date			216,282
Expenditures incurred to date			(46,100)
Fund Balance (current)		**$**	**384,931**
Fund Balance Allocation:			
	Non-Spendable (unspent/remaining project allocations)	$	202,198
	Spendable (available for investment by the Board)		182,733
		$	**384,931**

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
August 31, 2022

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	386,022
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**386,022**
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
Deferred Revenue		-
Due to Other Funds		1,091
Total Current Liabilities		1,091
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		1,091
Fund Balance		
Restricted		202,198
Unallocated		182,733
Total Fund Balance		384,931
Total Liabilities & Fund Balance		**$ 386,022**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended August 31, 2022

	Actual Amounts
Revenues	
Rent/Royalties	$ 1,532
State Grant	-
Fees	119,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	**216,282**
Expenditures	
Economic Development	115,000
Maintenance Contracts	5,993
Donation to private source	-
Utilities - Miscellaneous	857
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**121,850**
Excess (deficiency) of revenues over (under) expenditures	94,432
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	94,432
Fund Balance, Beginning of Year	**214,749**
Encumbrances	75,750
Fund Balance, End of Year	**384,931**

THE CITY OF

ALPHARETTA

GEORGIA

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: CONFLICT WAIVER BETWEEN THE CITY OF MILTON, GEORGIA, THE CITY OF ALPHARETTA, GEORGIA, AND THE NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
APPROVAL OF A CONFLICT WAIVER BETWEEN THE CITY OF MILTON, GEORGIA, THE CITY OF ALPHARETTA, GEORGIA, AND THE NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR THE PURPOSES OF ENTERING INTO AN AGREEMENT WITH RESPECT TO FUNDING AND PREPARATION OF THE WINDWARD PARKWAY/HIGHWAY 9 MASTER PLAN LCI UPDATE STUDY, AS JARRARD & DAVIS, LLP'S REPRESENTS THE CITY OF MILTON AND CITY OF ALPHARETTA AS GENERAL LEGAL COUNSEL.

II. RECOMMENDATION:

Approval of a Conflict Waiver between the City of Milton, Georgia, the City of Alpharetta, Georgia, and the North Fulton Community Improvement District for the purposes of entering into an agreement with respect to funding and preparation of the Windward Parkway/Highway 9 Master Plan LCI Update Study, as Jarrard & Davis, LLP's represents the City of Milton and City of Alpharetta as general legal counsel.

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: THIS CONFLICT WAIVER DOES NOT HAVE A COST ASSOCIATED.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta, Georgia and the City of Milton, Georgia are both represented by the law firm of Jarrard & Davis, LLP. Because Jarrard & Davis currently represents both cities, the City Attorney is asking Mayor and City Council to consider a conflict waiver for the purposes of entering into an agreement with respect to funding and preparing the Windward Parkway/Highway 9 Master Plan LCI Update Study ("the Project").

If this Conflict Waiver is approved, Jarrard & Davis will continue to represent both Milton and Alpharetta while protecting both Alpharetta's and Milton's best interests, in connection with the Project.

V. ALTERNATIVES:

Deny this Conflict Waiver and seek outside legal representation.

VI. ATTACHMENTS:

Conflict Waiver

WAIVER OF CONFLICT

WHEREAS, the **CITY OF MILTON, GEORGIA** ("Milton"), is a municipal corporation of the State of Georgia; and

WHEREAS, the **CITY OF ALPHARETTA, GEORGIA** ("Alpharetta"), is a municipal corporation of the State of Georgia; and

WHEREAS, the **NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT** is an entity created by Milton, Alpharetta, Fulton County, and the City of Roswell ("CID"); and

WHEREAS, Milton, Alpharetta and the CID may collectively be referred to hereinafter as the "Parties;" and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton's City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta's City Attorney; and

WHEREAS, the Parties have an interest in entering into an agreement with respect to the funding and preparation of the Windward Parkway/Highway 9 Master Plan LCI Update Study (the "Project"); and

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP's representation of both Milton and Alpharetta regarding the Project is a waivable conflict of interest; and

WHEREAS, the governing bodies of Milton and Alpharetta have considered this issue, have been informed of the potential for conflicts or competing interests between Milton and Alpharetta and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Milton

and Alpharetta while protecting both Milton's and Alpharetta's best interests, in connection with the Project.

NOW THEREFORE, in light of the above, the governing bodies of Milton and Alpharetta, having considered this issue, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Alpharetta have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of Milton and Alpharetta with respect to the Project.

This _____day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

(signatures continue on following page)

CITY OF MILTON, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

STAFF REPORT

Submitting Department: Community & Economic Development
Submitted By: Michael Woodman
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT: WINDWARD PARKWAY/HIGHWAY 9 AREA STRATEGIC MASTER PLAN

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALPHARETTA, GEORGIA, THE CITY OF MILTON, GEORGIA, AND THE NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR WINDWARD PARKWAY/HIGHWAY 9 AREA STRATEGIC MASTER PLAN.

II. RECOMMENDATION:

Approve the Intergovernmental Agreement between City of Alpharetta, Georgia, the City of Milton, Georgia, and the North Fulton Community Improvement District for Windward Parkway/Highway 9 Area Strategic Master Plan.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Windward Pkwy/Hwy 9 Master Plan (Capital Project Fund; 30174150-521200-C2307).	$60,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

In February of 2022, Council approved a resolution authorizing staff to apply to the Atlanta Regional Commission (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.

In the absence of the grant, NFCID has taken the lead and asked both cities to participate in funding the update with the cost evenly split between Alpharetta, Milton, and NFCID. The anticipated total cost of the effort is $180,000. Council approved, during the September 26, 2022 City Council Meeting, funding in an amount of $60,000 representing Alpharetta's portion of the cost.

Now, the City Council is being asked to consider and approve an intergovernmental agreement that addresses the specifics of how costs would be shared, funds paid, and other important details.

BACKGROUND:
Created as a way to reduce vehicle miles traveled and improve air quality, the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The City of Alpharetta partnered with the City of Milton in 2011 to complete an LCI Study for the Windward/Highway 9 area. A plan was adopted in 2012 and it details a vision for the future of the study area based on a thorough planning process that included input from community leaders, a Core Team of stakeholders, and a series of public workshops.

The plan includes a 5-Year Action Plan consisting of short-term and long-term projects and other initiatives to enhance land use, economic development, and mobility within the area. Recommendations ranged from the identification of character areas and encouraging mixed-use development to specific vehicular and pedestrian connections. While progress has been made as a result of the 2012 LCI including new development regulations in Milton and improvements to Windward Parkway in Alpharetta, significant change has occurred in the Windward Parkway/Highway 9 area over the last 10 years. The changing economic market, consumer demands, and new mobility opportunities necessitate review of challenges and opportunities that impact development patterns and mobility investments.

As a corridor planned to receive a BRT (Bus Rapid Transit) station related to the GA 400 MMIP (Major Mobility Investment Program) project, as well as with current development trends moving away from big box stores and separated land uses, the Windward Parkway corridor/Highway 9 area requires an updated community vision and action plan achievable through the 10-Year LCI Study Update.

Potential outcomes of this LCI Study Update will include:

- An updated market study and branding strategy for the area
- Strategies for integrating the planned BRT station and providing first/last mile connectivity
- An updated approach to land use and transportation that evolves the area from a place centered around the automobile to a walkable transit-supported place

V. ALTERNATIVES:

Deny the intergovernmental agreement and do not join the City of Milton and North Fulton Community Improvement District for the Windward/Highway 9 Area Strategic Master Plan.

VI. ATTACHMENTS:

NFCID - Alpharetta - Milton - Windward-Hwy 9 Plan Intergovernmental Agreement (final)

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF ALPHARETTA, CITY OF MILTON AND
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR
WINDWARD PARKWAY/HIGHWAY 9 AREA STRATEGIC MASTER PLAN

This Intergovernmental Agreement (hereinafter referred to as “Agreement”) is made and entered into effective the date last set forth below (hereinafter referred to as “Effective Date”), by and between the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor (hereinafter referred to as "ALPHARETTA"), the CITY OF MILTON, GEORGIA, acting by and through its Mayor (hereinafter referred to as "MILTON"), and the NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Alpharetta, City of Roswell, and City of Milton (hereinafter referred to as “CID”) (ALPHARETTA, MILTON, AND CID sometimes hereinafter referred to individually as “PARTY” and collectively as “PARTIES”).

WHEREAS, while progress has been made as a result of the 2012 Windward Parkway/Highway 9 Livable Centers Initiative (“LCI”), significant change has occurred in the Windward Parkway/Highway 9 area over the last 10 years; and

WHEREAS, the changing economic market, consumer demands and preferences, and new mobility opportunities necessitate an updated community vision and action plan; and

WHEREAS, the PARTIES agree a Strategic Master Plan (hereinafter referred to as "PLAN") is the most effective mechanism through which to accomplish these goals; and

WHEREAS, the PLAN would benefit each PARTY and be in the best interest of the health, safety, and welfare of the citizens and properties within each PARTY’S jurisdiction; and

WHEREAS, each PARTY is willing to contribute up to $60,000 toward the cost of a consultant (hereinafter referred to as “CONSULTANT”) to complete the PLAN; and

WHEREAS, the CID is prepared to manage the Request for Proposals (“RFP”) process to select a CONSULTANT to complete the PLAN; and

WHEREAS, the PARTIES desire to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, § III, ¶ I (a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the PARTIES hereby agree with the above recitals and as follows:

1. The CID shall issue an RFP to select a CONSULTANT to prepare the PLAN, said CONSULTANT being chosen through the consent of all three PARTIES.

2. The PLAN, the scope of which is detailed in Exhibit A, shall focus on the proposed study area as reflected in the map attached hereto marked Exhibit B.

2. The CID shall undertake and assume all responsibilities for contracting for and management of the work of the CONSULTANT with full access and input of all PARTIES to the work of the CONSULTANT.

3. Each PARTY shall share equally in the cost of the CONSULTANT'S services in an amount not to exceed $60,000 each,

4. ALPHARETTA and MILTON agree to deliver such Party's contributive share to CID within thirty (30) days of being invoiced.

5. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the PARTIES.

{*signatures on following two pages*}

IN WITNESS WHEREOF, ALPHARETTA, MILTON, and the CID have caused this Agreement to be executed under seal by their duly authorized representatives.

CITY OF ALPHARETTA

BY: _____ Date: _____
Mayor

ATTEST:

_____
City Clerk

RECOMMENDED:

_____
Director of Community Development

REVIEWED AS TO LEGAL FORM:

_____
City Attorney

CITY OF MILTON

BY: _____ Date: _____
Mayor

ATTEST:

_____
City Clerk

RECOMMENDED:

_____
Director of Public Works

REVIEWED AS TO LEGAL FORM:

_____
City Attorney

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

BY:_____ Date:_____
Chairman

EXHIBIT A

NORTH FULTON
COMMUNITY IMPROVEMENT DISTRICT

Windward/Highway 9 Area Strategic Master Plan

While progress has been made as a result of the 2012 Windward/Highway 9 LCI, including new development regulations in Milton and improvements to Windward Parkway in Alpharetta, significant change has occurred in the Windward area over the last 10 years. The changing economic market, consumer demands and preferences, and new mobility opportunities necessitate a fresh look at the challenges and opportunities that impact development patterns, community development, and mobility investments in the Windward/Highway 9 Area. As a corridor planned to receive a high-capacity transit station related to the GA 400 Express Lane project, as well as current development trends moving away from big box stores and separated land uses, the Windward/Highway 9 Area requires an updated community vision and action plan.

This document proposes a Strategic Master Plan effort as the mechanism through which to accomplish these goals, with the following anticipated outcomes and deliverables:

- A tool to inform current and future stakeholders about the **NFCID and Cities of Alpharetta and Milton's collective vision and goals for the area**
- An **updated approach to land use and transportation integration** that evolves the area from a place centered around the automobile to a more walkable, multimodal transit-supportive place
- Strategies **for integrating the planned high-capacity transit station** and providing **first/last mile connectivity**
- An **updated market study** to assist developers in gaining an understanding of the type, scale, design and location of desired development
- A **branding strategy** for the area that re-creates it as a destination and improves sense of place
- An updated **5-year Action Plan** of projects and initiatives, with a **heavy focus on the identification of follow-up/supplemental studies, projects, and initiatives** that are ready for future funding opportunities

The Strategic Master Plan will focus on both Windward Parkway and Highway 9 as central corridors positioned for future project efforts and investments. Specific to Windward Parkway is its future character and identity, development, and connectivity to the planned high-capacity transit station, while for Highway 9 an emphasis on the repositioning of older retail parcels and big box developments is anticipated to present opportunities for future reinvestment.

SCOPE SUMMARY

Task 1- Existing Plan Assessment

The process will begin with a **kick-off meeting with the Project Management Team** (PMT). The PMT will be comprised of representatives from the NFCID, Cities of Alpharetta and Milton, and the Consulting Team. The kick-off meeting will include review of the most recent LCI 5-year action plan, activities in and around the area since the original plan and last update, a discussion of plan goals and objectives, and review of the project schedule and communication protocols.

Following the kick-off meeting, the consulting team will review the original LCI Plan and 5-year update, other relevant planning documents including recently updated Comprehensive Plans, and any other area land use, transportation, or

market studies; review recent development proposals and activity; and conduct an updated review of existing conditions including area land use, transportation, and market trends and fundamentals.

The consulting team will review existing plan assessment findings with the PMT and assist the NFCID in identifying members for the Core Team of area representatives. An overview of the assessment will be presented to and discussed with the **Core Team** and then prepared for communication to area stakeholders and the public.

Upon completion of the Existing Plan Assessment Summary, the consulting team will facilitate a **public workshop or event** to help update the plan's vision, goals, and objectives. Public Workshop #1 will include a presentation of the planning process and existing plan assessment and include a variety of interactive exercises to engage area leaders, landowners, businesses, employees and stakeholders in refining the vision for the future of the Windward/Highway 9 Area.

Task 1 Meetings:

- Kick-off Meeting with PMT
- Core Team Meeting #1
- Public Meeting #1

Task 1 Milestones/Deliverables:

- Existing Plan Assessment Summary

Task 2- Market Analysis

Following the existing plan assessment and concurrent with the first Core Team Meeting and Public Workshop #1, the consulting team will conduct a **market analysis of the Windward/Highway 9 Area**. After identifying an appropriate Windward/Highway 9 trade area, the team will review demographic information and trends, customer profiles, and the level of market opportunity by land use and product type. The analysis will include an assessment of competing retail, office, and employment districts; a projection of retail, office, and employment feasibility over the next 5 and 10 years; and estimate housing potential by residential type.

A **summary presentation** of the market analysis will be reviewed with the PMT and presented to the **NFCID Board** along with relevant project findings to-date.

Task 2 Meetings:

- Market analysis review with PMT
- Market Summary NFCID Board Presentation

Task 2 Milestones/Deliverables:

- Market Summary Document

Task 3- Plan Development

The identification of concepts and strategies to enhance the Windward/Highway 9 Area will begin with an **opportunity assessment**, an identification of obstacles and opportunities to enhance connectivity, walkability, and placemaking in the Windward/Highway 9 Area and to leverage the future planned high-capacity transit station at Windward Parkway and GA 400.

As part of or closely following the opportunity assessment, the consulting team will facilitate **Core Team Meeting #2**. The Meeting will include a review of findings and a discussion of opportunities to enhance the Windward/Highway 9 Area.

Based on the input analysis completed to date and gleaning from best practices in other, similar locations – as well as feedback from plan participants, the Team will develop preliminary concepts related to land use, transportation, walkability, and placemaking. The Team will also develop a preliminary list of improvement projects and initiatives for review with the PMT and the Core Team at **Core Team Meeting #3**.

With input from the PMT and Core Team, the consulting team will review **preliminary concepts and project lists** and prepare them for property owner and community member outreach and input.

Task 3 Meetings:

- Core Team Meeting #2
- Concept review meeting with PMT
- Core Team Meeting #3

Task 3 Milestones/Deliverables:

- Opportunity assessment summary and graphics
- Preliminary land use and transportation concepts and project lists

Task 4- Action Plan/Implementation

The consulting team will develop a **Draft 5-Year Action Plan** as well as **recommended additional studies and plan funding strategies.**

The Team will assist in conducting up to **2 Focus Group Sessions with property owners in the area** to identify first steps and incentives that would better enable area property owners to reinvest or redevelop key properties in a manner consistent with plan goals and objectives. The Team will schedule meetings with appropriate ownership groups, gather input, and discuss plan or action item modifications with the Client based on the opportunities and constraints for key sites and parcels. This will be followed by **City Staff and Elected Officials Engagement Sessions** to gather input related to the Draft 5-year Action Plan.

The Team will then schedule a **NFCID Board Work Session** to further refine the Draft 5-year Action Plan and review input from the focus group sessions.

Following this, the consulting team will facilitate **Public Workshop #2** to provide an opportunity for area stakeholders to help review and prioritize action items and implementation initiatives. Results from this public workshop will be reviewed with the PMT and at **Core Team Meeting #4**.

With the input of the Core Team, the consulting team will prepare a **summary of plan recommendations** and an outline for the draft document. Recommendations and summaries will provide the foundation for a **plan review and transportation coordination meeting with ARC**, with a focus on action and implementation items that may benefit from ARC input, assistance, or future funding.

The **draft document** will be provided to the PMT for review and comment. The draft document will include:

- Overview of existing conditions and the plan development process
- Market analysis

- Updated concept plans
- 5-Year Implementation Plan

The consulting team will make one round of revisions and present the Draft Document to City Councils and the NFCID Board for review and adoption.

Task 4 Meetings:

- Action Plan review with PMT
- Focus Group Sessions: Major property owners
- Focus Group Session(s): City Staff and Elected Officials
- NFCID Board Work Session
- Public Workshop #2
- Follow up meeting with PMT
- Core Team Meeting #4
- City Councils and NFCID Board review and adoption

Task 4 Milestones/Deliverables:

- Draft 5-Year Action Plan
- Summary of Plan Recommendations
- Draft Document
- Final Document and Deliverables

BUDGET

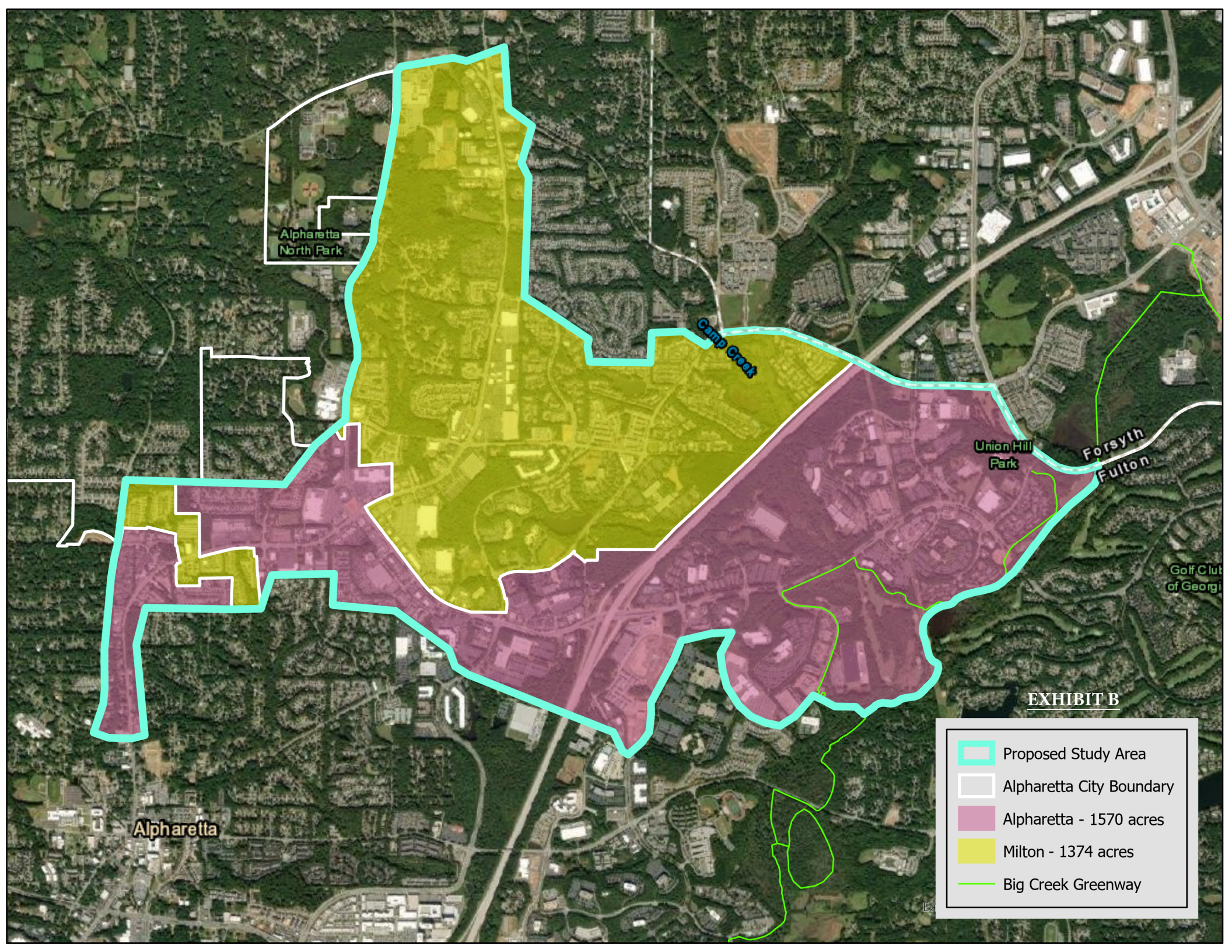
The proposed budget for the Windward/Highway 9 Area Strategic Master Plan is $180,000:

Task 1	Existing Plan Assessment	$ 39,900
Task 2	Market Analysis	$ 39,600
Task 3	Plan Development	$ 50,110
Task 4	Action Plan/Implementation	$ 50,390

Funding Scenario

Aligned with a shared interest in undertaking this Strategic Master Plan, the following funding scenario has been contemplated among the involved entities:

Entity	Funding Responsibility
NFCID	$60,000
City of Alpharetta	$60,000
City of Milton	$60,000


Alpharetta North Park
Camp Creek
Union Hill Park
Forsyth
Fulton
Golf Club of Georgi
Alpharetta
EXHIBIT B
Proposed Study Area
Alpharetta City Boundary
Alpharetta - 1570 acres
Milton - 1374 acres
Big Creek Greenway

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-22-11/V-22-24 WILLS OVERLOOK

CITY COUNCIL: OCTOBER 17, 2022

II. RECOMMENDATION:

Approve PH-22-11/V-22-24 Wills Overlook, subject to the following conditions:

1. The site, consisting of approximately 2.24 acres, shall be zoned DT-MU and shall be developed substantially similar to site plan prepared by Engineering 303, dated 9/9/22, 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.
2. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Tracy Ward, dated 7/18/22, 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.
3. Earl Wood House shall be limited to a single-family detached home and shall be saved, restored, and designated under the City's Historic Preservation Incentive Ordinance. Restoration shall be completed by the 1st CO. Exterior modifications and additions to the historic structure, accessory structures, and walls and fencing shall be consistent with the architectural style of the Earl Wood House, subject to review by the City's Downtown Consultant and approval of a certificate of appropriateness by the Historic Preservation Commission.
4. Streetscape, including decorative fence with columns and landscaping, shall be developed substantially similar to the submitted renderings prepared by Tracy Ward, dated 7/18/22, with final approval by DRB. Pervious areas behind the decorative fence shall be landscaped with decorative and screening landscaping, with final approval by DRB.
5. Building height shall not exceed 3 stories.
6. Townhome orientation shall be permitted as depicted on the site plan prepared by Engineering 303, dated 9/9/22.
7. Landscape strip along South Main Street shall be planted with shade trees and ornamental shrubs 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.
8. Internal alley shall be developed as depicted on the site plan prepared by Engineering 303, dated 9/9/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Alley shall be private and maintained by the HOA.
9. Landscaping shall be required along both sides of the alley, as depicted on the landscape plan prepared by Frawley Associates, LLC, dated 9/29/22. Landscape areas along the alley shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace trees on one side of the street.
10. Developer shall provide a pedestrian connection, as depicted on the site plan prepared by Engineering 303, dated 9/9/22, through the development connecting the sidewalk on South Main Street to the nearby trail system in Wills Park. On-site pedestrian connection shall be open to the public, maintained by the HOA and include wayfinding signage, as approved by Staff. Pedestrian connection shall be eligible for impact fee credits, as approved by Staff.
11. Landscape strip along the west property line shall be planted as depicted on the easement planting plan, labeled Exhibit B, with final approval by Staff. A double row of evergreen trees and shrubs shall be planted along the east property line, as approved by Staff.
12. Project entrances shall include a decorative paver apron, landscaping, decorative wall and/or fencing with columns, as approved by DRB.

13. Open space shall be developed substantially similar to the site plan prepared by Engineering 303, dated 9/9/22, 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.
14. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
15. Developer shall save trees as depicted on the site plan prepared by Engineering 303, dated 9/9/22. Tree saves shall be limited to trees in fair to good condition and with CRZ impacts of no more than 20% which may be subject to tree care, as approved by Staff.
16. Developer shall save additional trees of quality and/or tree groupings, as approved by Staff.
17. 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.
18. HVAC and similar equipment shall not be visible from the public right-of-way.
19. Stormwater management infrastructure may be placed underground within the private alley as depicted on the site plan prepared by Engineering 303, dated 9/9/22, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City. Maintenance responsibilities shall be included in the recorded covenants with all costs to be borne by the HOA and homeowners of the development.
20. Garbage pickup shall be from within the development.
21. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
22. The above conditions of zoning shall replace the conditions related to file # Z-18-08/CU-18-07/V-18-13 The Porch Special Event Facility/Matilda's Outdoor Music Venue.

III. REPORT IN BRIEF:

The applicant, Wills Overlook, LLC, is requesting a change to conditions of zoning and a variance to allow for the construction of sixteen (16) 'For-Sale' townhomes on 2.24 acres in the Downtown. Variances are requested to allow an alley adjacent to Highway 9 without an intervening building and to modify the 5' landscape strip required along the west property line. The applicant proposes to save and restore the Earl Wood House, which is on the City's Historic Resources Inventory as a Contributing Historic Building. The subject property is located at 531 South Main Street near the northeast corner of Highway 9 (South Main Street) and Wills Road.

DISCUSSION

The submitted request, if approved, would allow for the construction of sixteen (16) 'For-Sale' townhomes on 2.24 acres in the Downtown. The proposed density is 7.13 dwelling units per acre. Variances are requested to allow an alley adjacent to Highway 9 without an intervening building and to modify the 5' landscape strip required along the west property line. The applicant proposes to save and restore the Earl Wood House, which is on the City's Historic Resources Inventory as a Contributing Historic Building. The subject property is located at 531 South Main Street near the northeast corner of Highway 9 (South Main Street) and Wills Road.

The subject property is zoned to DT-MU (Downtown Mixed-Use) and is developed with the Earl Wood House, which is a two (2) story, 3,456 square foot former home currently being used as a retail establishment, The Porch on South Main. Surrounding properties are zoned SU (Special Use) to the north, C-1 (Neighborhood Commercial) to the west and south, and C-2 (General Commercial) to the south and east. Wills Park is located to the north, Waffle House to the west, Public Storage and a commercial strip center to the south, and Northfall Professional Park is located to the east. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed townhomes and density.

As shown in the table below, the applicant requests variances to modify Downtown Overlay site regulations (building orientation) and Unified Development Code (UDC) regulations pertaining to landscape strips. The property has a long and shallow configuration, and the applicant proposes to save a historic structure, both of

which limit site layout. The applicant provided an alternate plan with the townhomes pulled up to the street and the alley to the rear. That plan has significant impacts on trees along the north property line and in Wills Park.

Applicant's Variance Requests

UDC Section	Applicant's Request
Downtown Overlay – UDC Section 2.4.6(B)	Allow an alley adjacent to Hwy 9 without an intervening building (allowing the townhomes and historic structure to be front loaded)
UDC Section 3.2.8(D)(4)	Modify 5' landscape strip along west property line, due to conflicts with sanitary sewer easement

The table below identifies residential approvals in the Downtown since the adoption of the 2015 Downtown Master Plan update. The applicant's proposed density is consistent with densities approved on South Main Street under the DT-MU district, such as Villa Magnolia, The Maxwell and Mayfair on Main.

Downtown – Residential Approvals since the 2015 Downtown Master Plan Update

Development Name	Type	Acres	Density
236/244 North Main St	11 SFD	1.6 acres	6.8 du/ac
Mayfair on Main-217 South Main St	13 SFD, 11 TH	2.3 acres	10.4 du/ac
Hudson Park	16 SFD	2.41 acres	6.64 du/ac
The 1858	11 SFD	1.68 acres	6.55 du/ac
AlphaDev	11 SFD, 6 TH	2.21 acres	7.7 du/ac
Alcovy Place	10 SFD	1.23 acres	8.1 du/ac
City Center/Voysey	42 SFD, 168 For-Rent	25 acres	8.0 du/ac
Midwick	17 SFD, 23 TH	5.85 acres	6.8 du/ac
Old Milton Holdings (Foundry)	25 SFD, 137 TH	23.89 acres	6.8 du/ac
Thompson Street Flats (Kairos)	24 Condo (High)	2.39 acres	10.0 du/ac
Burnett Circle (Ouray)	43 TH	5.72 acres	7.5 du/ac
Weyhill	9 SFD	3.1 acres	2.9 du/ac
Teasley Place	24 Condo (High)	1.5 acres	16 du/ac
East of Main	60 SFD, 42 TH	13.87 acres	7.35 du/ac
Twelve on Canton	12 SFD	5.46 acres	2.2 du/ac
The Maxwell	58 SFD, 80 Condo (Mid)	12.91 acres	10.7 du/ac
Rowes Downtown	22 SFD	3.26 acres	6.75 du/ac
Chelsea Walk	49 TH	7.04 acres	7.0 du/ac
Manning on the Square	58 SFD	11.7 acres	4.96 du/ac
Villa Magnolia	26 SFD	3.53 acres	7.37 du/ac
The Atley	86 TH/36 Condo (Mid)	15.3	7.97 du/ac

The subject property was rezoned to DT-MU (Downtown Mixed-Use) on September 24, 2018 to allow for an outdoor music venue and special event facility, with the approval subject to several conditions of zoning. The applicant has a different vision for the property and would like to develop the property as a townhome community and incorporate the existing historic structure as a residential dwelling unit. The applicant requests that the current proposal for a townhome development replace the previous approval on the property related to file #Z-18-08/CU-18-07/V-18-13/E-18-06 The Porch Special Event Facility/Matilda's Outdoor Music venue.

SITE PLAN

The submitted site plan depicts sixteen (16), three (3) story 'For-Sale' townhomes and the Earl Wood House oriented to a new one-way alley with access from two (2) driveways off South Main Street. The alley is depicted running parallel to South Main Street without an intervening building, which requires a variance. A detached garage is proposed to be added to the Earl Wood House. Townhome units are 26' wide and are setback approximately 60' on South Main Street. Minimum building setbacks comply with DT-MU development standards.

The site plan accommodates the South Main Street GDOT improvements, which includes a ten-foot (10') sidewalk. The ten-foot (10') landscape strip is depicted along South Main Street with a decorative five-foot (5') fence with brick columns. The submitted landscape plan depicts heavy landscaping along both sides of the fence along South Main Street.

Each townhome unit and the historic structure will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Fourteen (14) on-street, guest parking spaces are provided along the alley. The Downtown Code requires 40 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 82 parking spaces are provided on the site plan.

The DT-MU district requires a minimum 10% amenity space for the subject property. However, the Downtown Code allows for open space requirements to be met by saving a historic structure. Although open space is not required for the proposed development, the site plan depicts 0.41 acres, or 18.4% of open space. A walkway along the north side of the property adjacent to Wills Park will provide an amenity for residents and a public connection is provided through the site and connecting to Wills Park. A condition is recommended requiring that the developer connect to the existing, nearby trial in Wills Park.

Tree saves are depicted along the north and east property lines, as well as behind the Earl Wood House. Three (3) trees along South Main Street are impacted by GDOT's Highway 9 project. The applicant requests a variance to allow the townhomes to be front loaded due to significant tree impacts, both on-site and in Wills Park, from the Code-compliant site layout.

The site plan depicts underground stormwater infrastructure beneath the on-street parallel parking along the alley. In addition, there are two (2) rain gardens or flow wells depicted at the rear of the townhomes. The underground stormwater infrastructure would only obstruct access to the on-street parking spaces should maintenance be required.

RENDERINGS

The applicant submitted renderings depicting views of the townhomes and historic home along the South Main Street. The submitted renderings depict three (3) story townhome buildings with a flat roof designed in the Neoclassical or Greek Revival styles. Townhomes are depicted with a brick exterior on the 1st floor and siding on the upper floors. According to the City's Downtown Consultant, the proposed renderings are generally consistent with the design regulations in the Downtown Overlay.

TRAFFIC

The applicant provided a trip generation report, which estimates that the proposed sixteen (16) townhome units would generate 24 AM Peak Hour trips and 29 PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 16 Townhomes

School	Single Family Average #
Manning Oaks Elementary School	0 to 4 students
Northwestern Middle School	0 to 1 students

Milton High School	0 to 3 students
TOTAL	0 to 8 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 8 school age children. Numbers provided by Fulton County Schools show that Northwestern Middle School is approaching maximum capacity and Milton High School is over capacity.

VARIANCE REVIEW CRITERIA

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

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

Response: The property has a long and shallow configuration, which limits the site layout. The applicant's site designer provided a Code-compliant site layout with the townhomes brought up to the street and the alley at the rear. However, that design has significant impacts to trees along the north end of the property, including several trees in Wills Park. In addition, the applicant proposes to save a historic structure, which further limits the site layout.

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

Response: Application of the ordinance would result in significant impacts to trees along the north end of the property, including several trees in Wills Park.

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

Response: The property has a long and shallow configuration, which limits the site layout. The applicant's site designer provided a Code-compliant site layout with the townhomes brought up to the street and the alley at the rear. However, that design has significant impacts to trees along the north end of the property, including several trees in Wills Park. In addition, the applicant proposes to save a historic structure, which further limits the site layout.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: Relief, if granted, would not cause a substantial detriment to the public good. The property has a long and shallow configuration, which limits the site layout. The applicant's site designer provided a Code-compliant site layout with the townhomes brought up to the street and the alley at the rear. However, that design has significant impacts to trees along the north end of the property, including several trees in Wills Park. In addition, the applicant proposes to save a historic structure, which further limits the site layout.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a variance. The proposal is consistent with the Downtown Master Plan vision and future land use designation of the property, which is 'Mixed

Use'. While surrounding properties are primarily developed with commercial uses, the area is envisioned to redevelop into a mixed-use environment with mixed-use and single use (residential and commercial) developments. The proposed density is consistent with densities approved on South Main Street and in the DT-MU zoning district. In addition, the proposal saves a historic resource and provides a desired public connection between South Main Street and Wills Park.

There are exceptional conditions pertaining to the property due to its shallow depth, as well as the presence of a historic structure. The applicant provided an alternative site plan depicting the townhomes fronting South Main Street. The alternative plan impacts several trees in Wills Park, including removal of a specimen tree.

CITIZEN PARTICIPATION PLAN

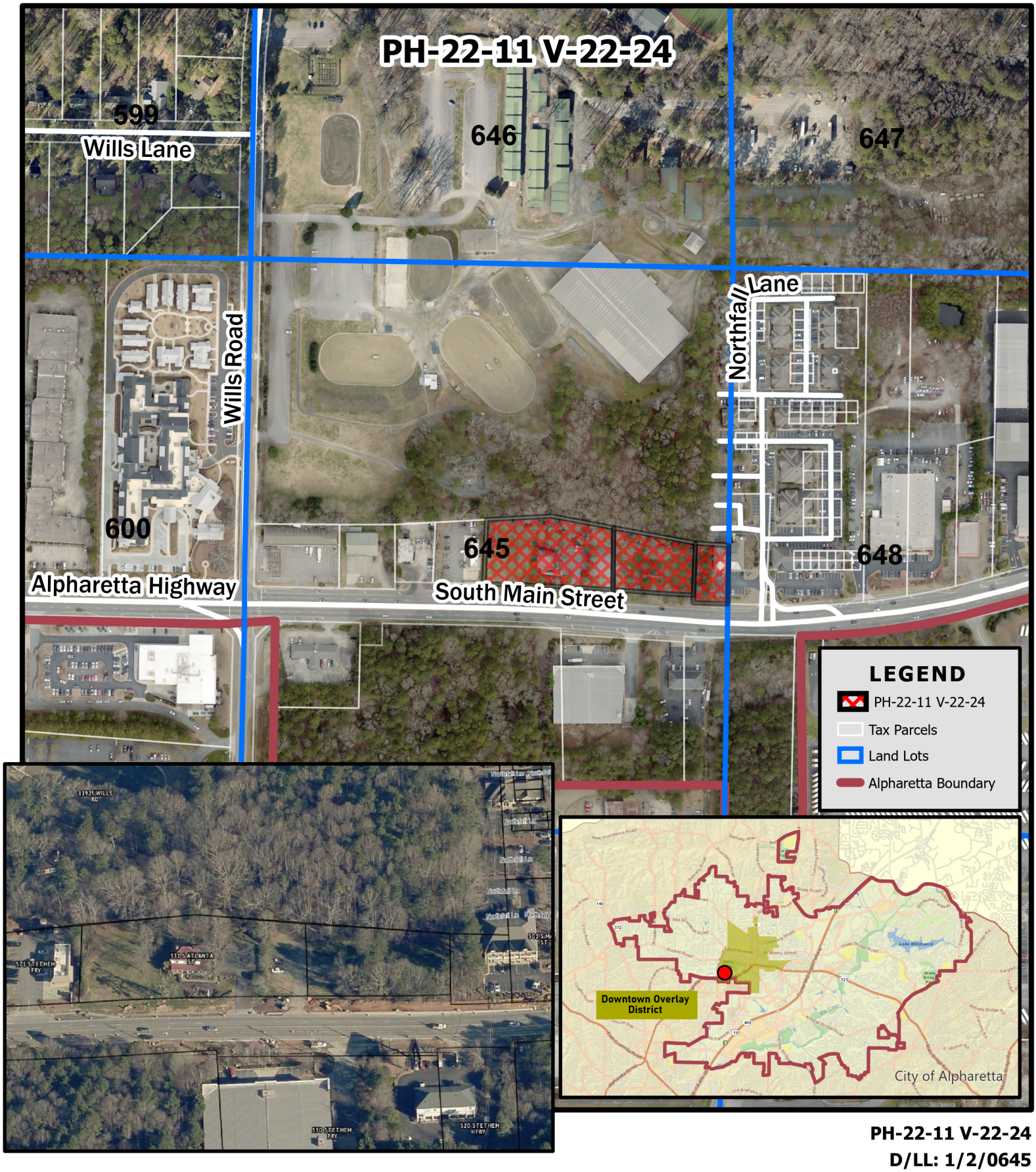
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

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

IV. ATTACHMENTS:

- Site Plan
- Renderings

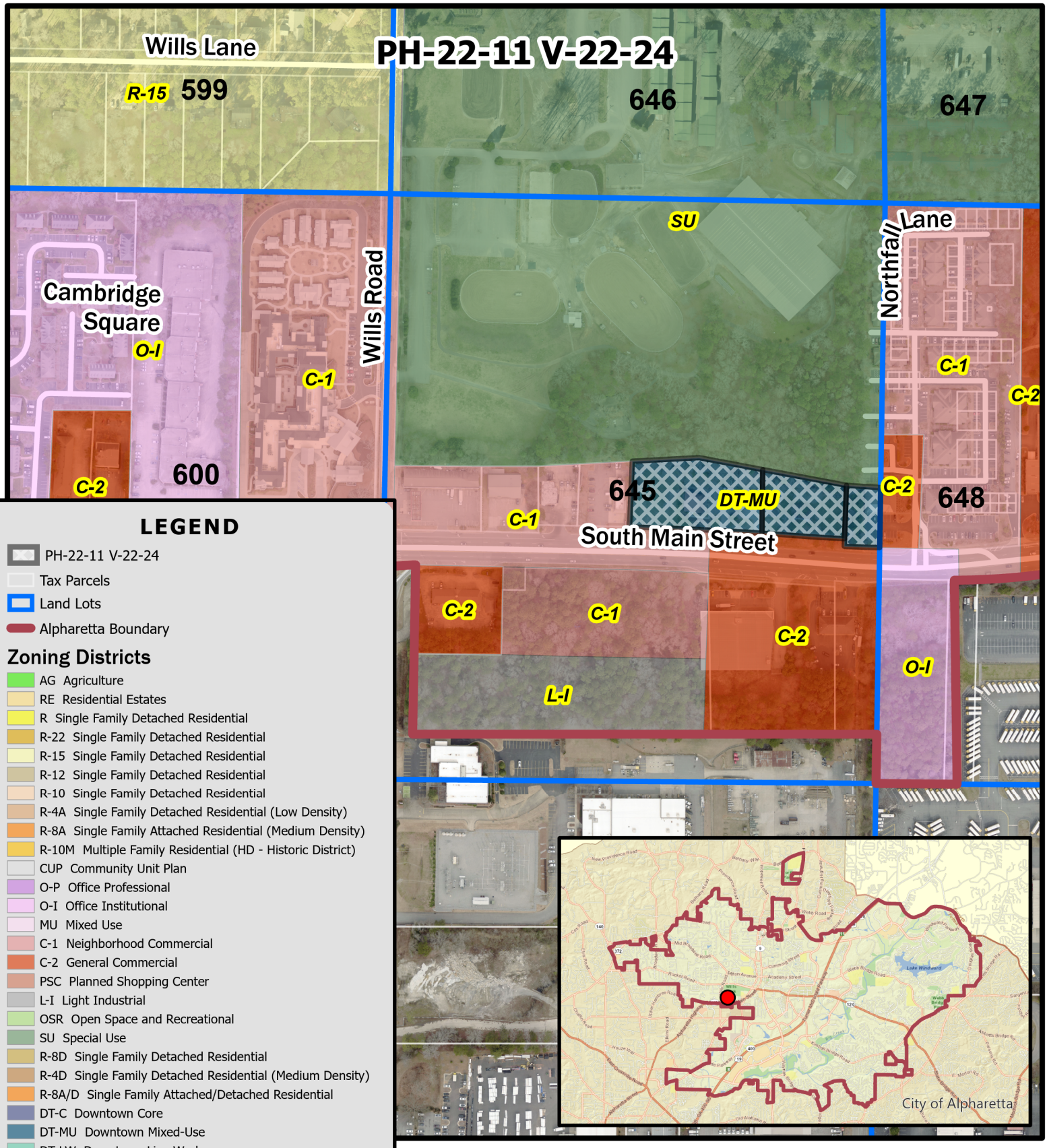


PH-22-11 V-22-24
D/LL: 1/2/0645
CC: 9/26/22

THE CITY OF ALPHARETTA GEORGIA

Aerial Map
Wills Overlook
531 South Main Street

Location Map Provided by:
Community Development - GIS



LEGEND

- PH-22-11 V-22-24
- Tax Parcels
- Land Lots
- Alpharetta Boundary

Zoning Districts

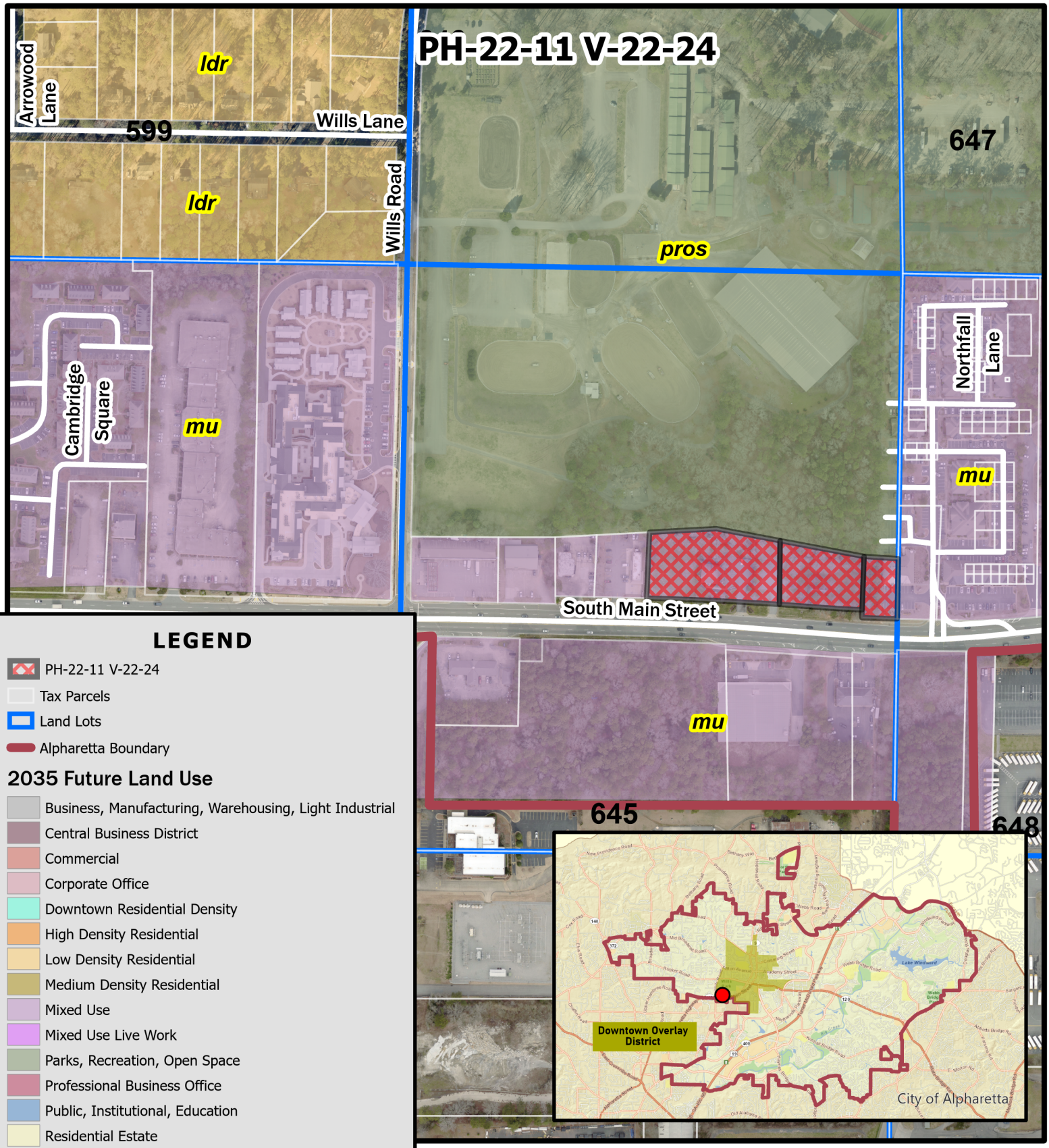
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- 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

PH-22-11 V-22-24
D/LL: 1/2/0645
CC: 9/26/22

THE CITY OF ALPHARETTA GEORGIA

Zoning Map
Wills Overlook
531 South Main Street

Location Map Provided by:
Community Development - GIS

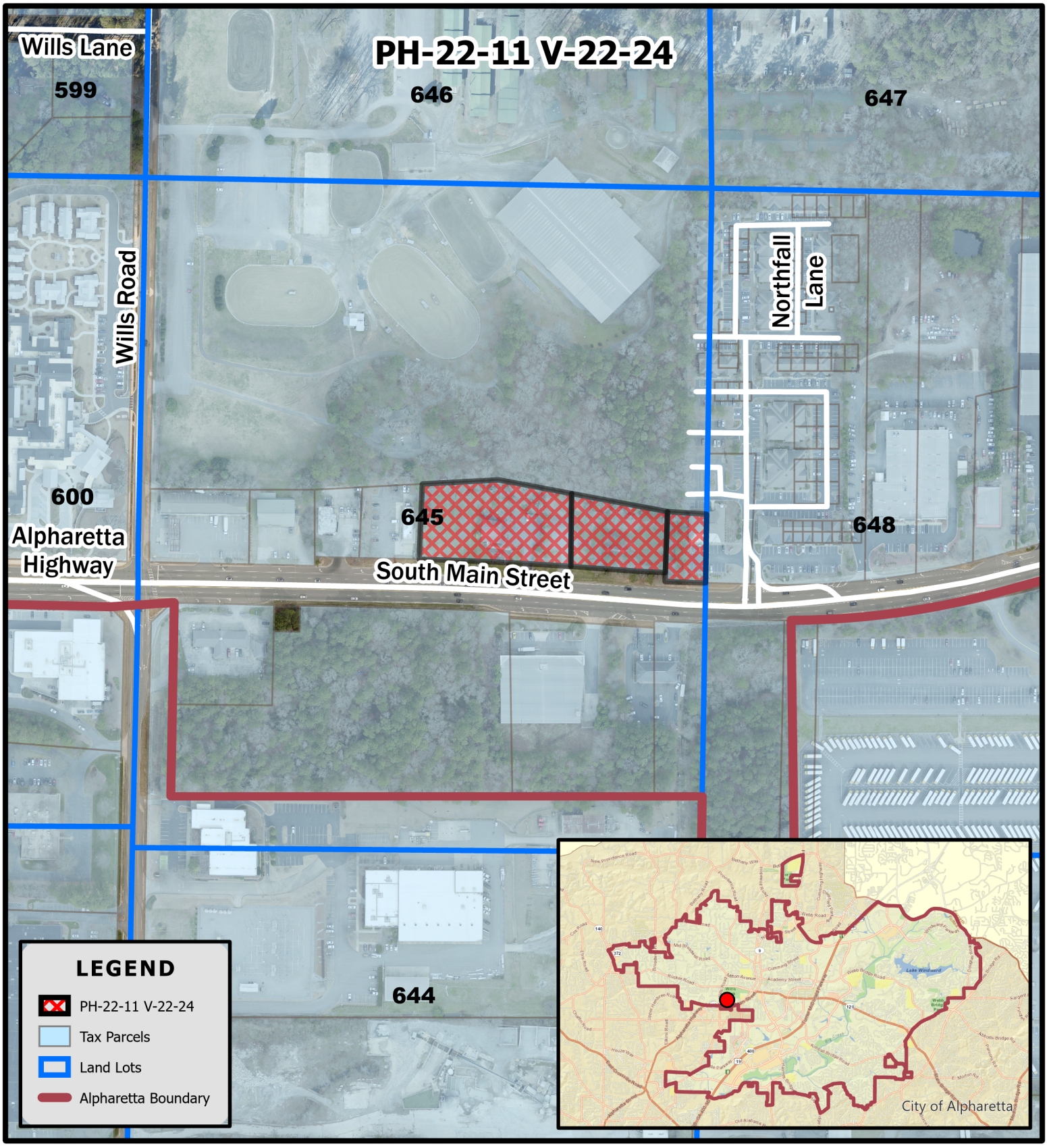


PH-22-11 V-22-24
D/LL: 1/2/0645
CC: 9/26/22

THE CITY OF ALPHARETTA GEORGIA

Future Land Use Map
Wills Overlook
531 South Main Street

Location Map Provided by:
Community Development - GIS



PH-22-11 V-22-24
D/LL: 1/2/0645
CC: 9/26/22

Location Map
Wills Overlook
531 South Main Street

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

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ABBREVIATION LEGEND:

BC	= back of curb
C&G	= curb and gutter
CB	= catch basin
CD	= check dam
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pin
DI	= drop inlet
DIP	= ductile iron pipe
DWCB	= dbl. wing catch basin
EP	= edge of pavement
FC	= face of curb
FES	= flared end section
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
GP	= guy pole
HW	= head wall
IPF	= iron pin found
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PL	= property line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
TB	= thrust blocking
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

SYMBOL LEGEND:

- = existing concrete
- = existing asphalt
- = existing gravel/riprap
- = fire hydrant
- = guy wire
- = light pole
- = power pole
- = sanitary sewer manhole
- = clean out
- = transformer
- = water meter
- = single wing catch basin
- = grate inlet
- = junction box
- = head wall
- = buffer
- = bldg setback
- = fence
- = overhead electric
- = underground electric
- = water line
- = sanitary line
- = gas line
- = computed point

PARCEL INFORMATION:

Parcel Id No.:	12 246006450302 (Tract 1)	1.081 Ac.
	12 246006450328 (Tract 2)	0.811 Ac.
	12 246006450146 (Tract 3)	0.351 Ac.
Total Area this Tract:		2.243 Ac.

Property is Zoned DT-MU, City of Alpharetta

Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

REFERENCES:

1. Quitclaim Deed toMorley Holdings-Coffee Plantation, LLC recorded in Deed Book 53048,Page 634.
2. Limity Warranty Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 54052, Page 682.
3. Survey for James W. Green, prepared by Brumbelow Reese dated 6/08/1979.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121C0058F of Fulton County, GA. (Community Panel No.1300840058F), most recently revised 09/18/2013.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson BRx7 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
6. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
7. This plat has been calculated for closure and is found to be accurate within one foot in 164,650 feet.
8. Right of Way improvements were being constructed at the time of survey.

GENERAL NOTES:

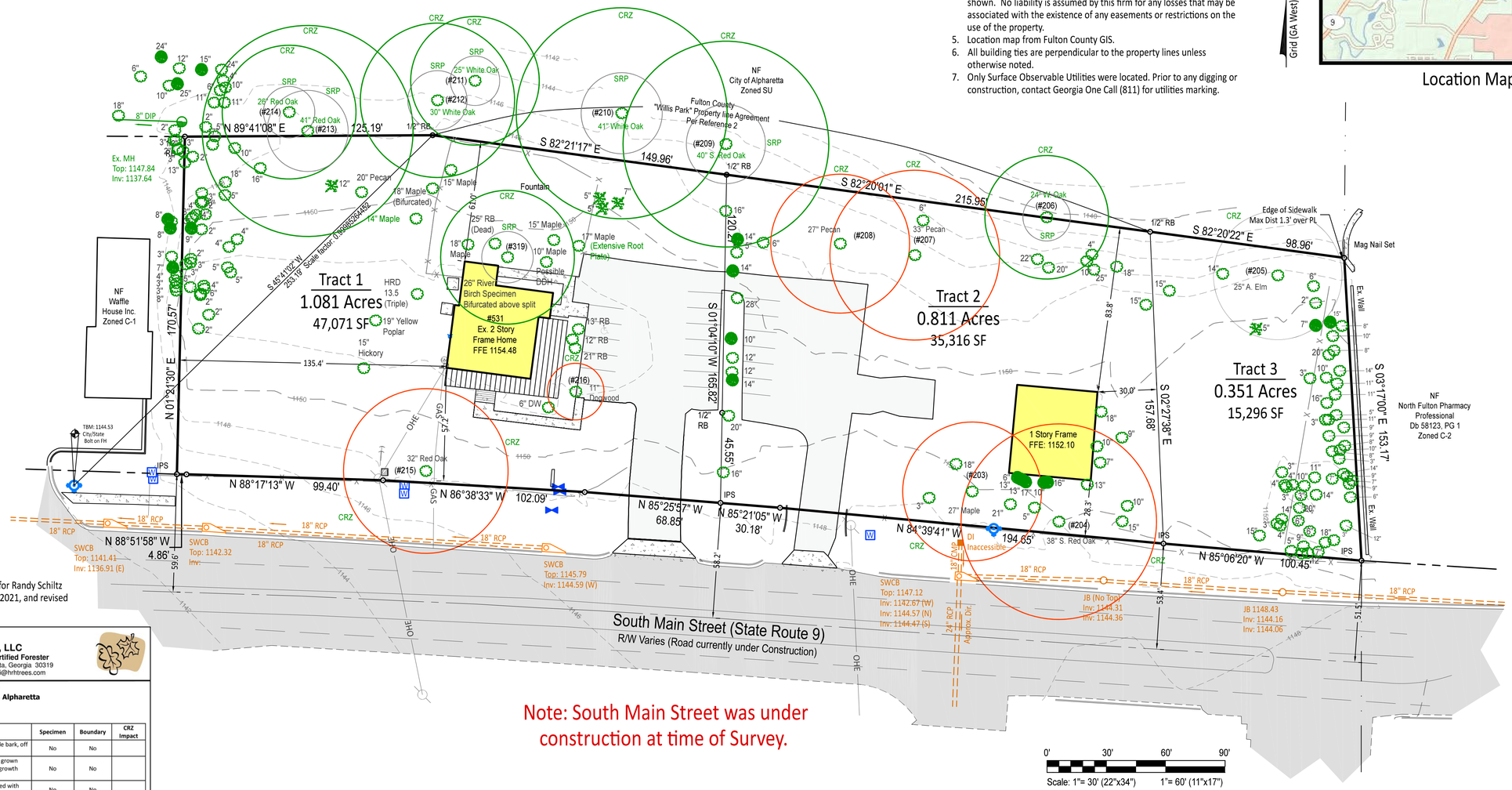
1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County GIS.
6. All building ties are perpendicular to the property lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.





Location Map

N.T.S.



Note: South Main Street was under construction at time of Survey.

Arborist Report:

Arborist Report prepared by HRH Trees, LLC for Randy Schiltz with t-Olive Properties, dated December 19, 2021, and revised July 27, 2022.

HRH Trees, LLC
Certified Arborist – Certified Forester
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heidi@hrhtrees.com

PAGE 2
531 S. Main Street, Alpharetta

Specimen Trees on Site:

Tree #	Tag #	Species	DBH	Condition	Specimen	Boundary	CRZ Impact
1	203	Silver Maple	27"	Large low side limb, include bark, off balance	No	No	
2	204	So. Red Oak	38"	Poor - co-dominant trunk, grown around fence, heavy vine growth and minor dieback	No	No	
3	205	Amer. Elm	25"	Poor - leaning, muti-trunked with included bark, debris at base	No	No	
4	206	Water Oak	24"	Fair - barbed wire through & within tree, one main scaffold limb dead	No	Shared	
5	207	Pecan	33"	Fair - trunk seam, old pruning wound with decay fungi present, 1 large broken limb	Pending Resistograph	No	
6	208	Pecan	27"	Fair to good - bifurcated trunk	Yes	No	
7	209	So. Red Oak	40"	Poor - bifurcated trunk, leaning, 3 main dead limbs, basal cavity	No	Yes	
8	210	White Oak	41"	Good - 1 minor dead low limb to prune	Yes	Yes	
9	211	White Oak	25"	Good - poison ivy vine to cut	Yes	Yes	
10	212	White Oak	30"	Fair to good - bifurcated upper trunk	Yes	Yes	
11	213	Red Oak	41"	Fair – minor mistletoe in crown, 1 main dead limb	Yes	Yes	
12	214	Red Oak	26"	Fair - slightly one-sided, 2 dead limbs	Yes	Yes	
13	215	Red Oak	32"	Poor - hollow, significant mistletoe, epicormic shoots, basal decay fungi	No	Yes	
14	216	Dogwood	11"	Fair to good	Yes	No	
15	319	River Birch	26"	Fair to good, close to rear of existing "house" (The Porch)	Yes	No	

- CRZ Impact % provided from site plan
- Boundary letters needed for Trees 206, 209, 210, 212, 213, 214, 215

Results of Resistograph for Tree #207:

Based on the inspection results, and the current occupancy of the site, this tree does not appear to present an unreasonable risk at this time. As the site alters and the targets change from grass to buildings, people and pets then the outcome of failure would increase in severity making it difficult to retain this tree.

ENVIRONMENTAL NOTES:

1. No attempt was made by this firm to determine presence of wetlands.
2. Trees indicated on this map are specimen trees as defined by the jurisdictional Tree Ordinance in effect as of the date of fieldwork.
3. Certification applies to the location of trees, but does not extend to the identification of species.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Carlson BRx7 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

RTK GPS BOUNDARY & TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum: NAVD 88 (2012 B)
2. Type of Survey: RTK (Real Time Kinematic)
3. Average Positional Accuracy Per Point: 0.04'
4. Horizontal Datum: NAD83 (2011)
5. Fixed Control Used: SmartNet network.
6. Geoid: Elipsoid: GRS1980
7. Combined Grid Factor: 0.99985264452 (At Listed Benchmark)
8. Contours displayed at a 2-foot interval.
9. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.
10. Date of Fieldwork: 12/15/21.

engineering E303

Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

Boundary, Topographic & Tree Survey for:

Wills Overlook

City of Alpharetta
1st District, 2nd Section
Fulton County, GA
Land Lot 645

GEORGIA REGISTERED Mario G. Fortie NO. 2721 8-31-2022 LAND SURVEYOR MARIO G. FORTIE
GA Cert. of Auth. LSF 1121

Drawn: KFT
Date: 8-31-2022
Sheet
Survey-1
Project Number
21-4874

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Grid (GA West)

ENVIRONMENTAL NOTES:

1. No attempt was made by this firm to determine presence of wetlands.
2. Trees indicated on this map are specimen trees as defined by the jurisdictional Tree Ordinance in effect as of the date of fieldwork.
3. Certification applies to the location of trees, but does not extend to the identification of species.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Carlson BRx7 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

Area This Tract

97,682 Sq. Ft.
2.243 Acres

PARCEL INFORMATION:

Parcel Id No.:	12 246006450302 (Tract 1)	1.081 Ac.
	12 246006450328 (Tract 2)	0.811 Ac.
	12 246006450146 (Tract 3)	0.351 Ac.
Total Area this Tract:		2.243 Ac.

Property is Zoned DT-MU, City of Alpharetta

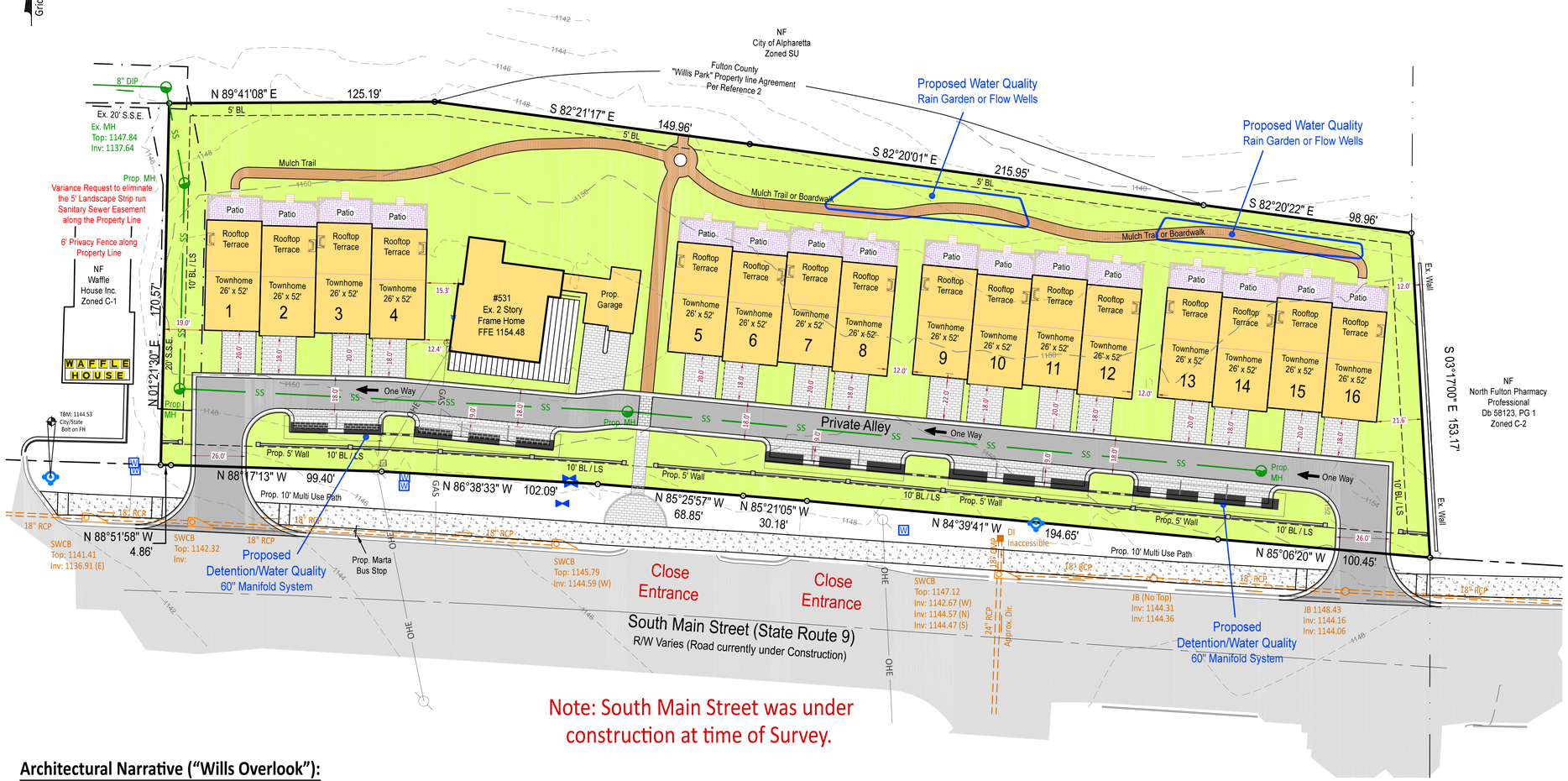
Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson BRx7 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
6. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
7. This plat has been calculated for closure and is found to be accurate within one foot in 164,650 feet.
8. Right of Way improvements were being constructed at the time of survey.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County GIS.
6. All building ties are perpendicular to the property lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.



Note: South Main Street was under construction at time of Survey.

Architectural Narrative ("Wills Overlook"):

*This unique property configuration, straddled between the busy South Main Street and the quiet woods of Wills Park, lends itself to the historically common arrangement of townhouses (or rowhouses) in the **Greek Revival** style. We propose a row of consistent forms in the tradition of historic places such as New York City, Washington DC, Baltimore MD, and others. With only a total of 16 units (gathered into 4 separate 4-unit buildings) we propose to incorporate only subtle unit variances to give some individuality in the homes while maintaining the elegant whole of the streetscape composition.*

*The old existing residential structure will be saved, renovated, and repurposed ... possibly returning to a private residence in lieu of its current conditions for business use. The house is old but not "historic" in that it has undergone successive renovations such that any original architectural integrity was lost long ago. We propose to alter its current unsatisfactory conditions to approach compatibility with the new townhouses – utilizing similar materials, colors, and other detailing in the **Greek Revival** style.*

REFERENCES:

1. Quitclaim Deed toMorley Holdings-Coffee Plantation, LLC recorded in Deed Book 53048,Page 634.
2. Limity Warranty Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 54052, Page 682.
3. Survey for James W. Green, prepared by Brumbelow Reese dated 6/08/1979.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121C0058F of Fulton County, GA. (Community Panel No.1300840058F), most recently revised 09/18/2013.

0' 30' 60' 90' 120'

Scale: 1"= 30' (22"x34 Prints) 1"= 60' (11"x17" Prints)

Proposed Use
16 Townhomes (26' x 52') and one existing building, Private Home / Office / Retail

Property is Zoned Downtown Mixed-Use. DT-MU
Area this Tract = 2.243 Ac.

The proposed Tree Save Area is 0.38 Ac or 16.9% of the Site.

Zoning Notes:
1. Townhomes will require sprinkler systems.
2. Common use area such as Pocket Park are required to meet 2010 ADA.

Site Information

Owner / Developer:	Wills Overlook, LLC
	5865 North Point Pkwy Suite 150
	Alpharetta, Ga. 30022
Contact:	Paul Nocharli
Phone:	404-345-6075 Cell
Email:	nocharli@octavebuilt.com
Addresses:	531 South Main St., Alpharetta Ga 30009
Current Zoning:	Downtown Mixed-Use (DT-MU)
Overlay District:	Downtown
Future Land Use:	Mixed Use
Proposed Use:	Downtown Mixed-Use (DT-MU)
Building Setbacks (DT-MU):	
Front:	10'
Side:	None, 10' between structures
Rear (No Alley):	6'
Rear (Alley):	3'
District Density:	10 units/acre
Proposed Density:	7.58 units/acre
Proposed Units:	1 Detached Home / Office / Retail
	16 Townhomes
Lot Standard Requirements:	
Detached House	2,500 SF
Semi-Detached	2,500 SF
Townhome	900 S.F.
Min. Lot Width	20' Width (Townhome) 25' (House)
Proposed Townhome	2,500+/- SF
Impervious Lot Coverage:	80% max
Maximum Building Height:	4 stories/60 feet
Required Parking:	2.5 spaces per unit or 43 spaces
Proposed Parking:	2 Indoor + 2 driveway +14 Alley
	= 78 spaces proposed
Required Amenity Space:	10.00% or 9,770 SF
Proposed Amenity Space:	18.43% or 18,000 ±SF

engineering E303

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Zoning Exhibit for:
531 South Main Street.
Wills Overlook
City of Alpharetta
1st District, 2nd Section
Fulton County, GA
Land Lot 645

GEORGIA REGISTERED LICENSED PROFESSIONAL ENGINEER NO. 23747 9-9-2022 BRIAN J. KING

Drawn: BJK
Date: 9-9-2022
Sheet
Zoning
Project Number
21-4874

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ABBREVIATION LEGEND:

BC	= back of curb
C&G	= curb and gutter
CB	= catch basin
CD	= check dam
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pin
DI	= drop inlet
DIP	= ductile iron pipe
DWCB	= dbl. wing catch basin
EP	= edge of pavement
FC	= face of curb
FES	= flared end section
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
GP	= guy pole
HW	= head wall
IPF	= iron pin found
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PL	= property line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
TB	= thrust blocking
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

SYMBOL LEGEND:

- = existing concrete
- = existing asphalt
- = existing gravel/riprap
- = fire hydrant
- = guy wire
- = light pole
- = power pole
- = sanitary sewer manhole
- = clean out
- = transformer
- = water meter
- = single wing catch basin
- = grate inlet
- = junction box
- = head wall
- = buffer
- = bldg setback
- = fence
- = overhead electric
- = underground electric
- = water line
- = sanitary line
- = gas line
- = computed point

Grid (GA West)

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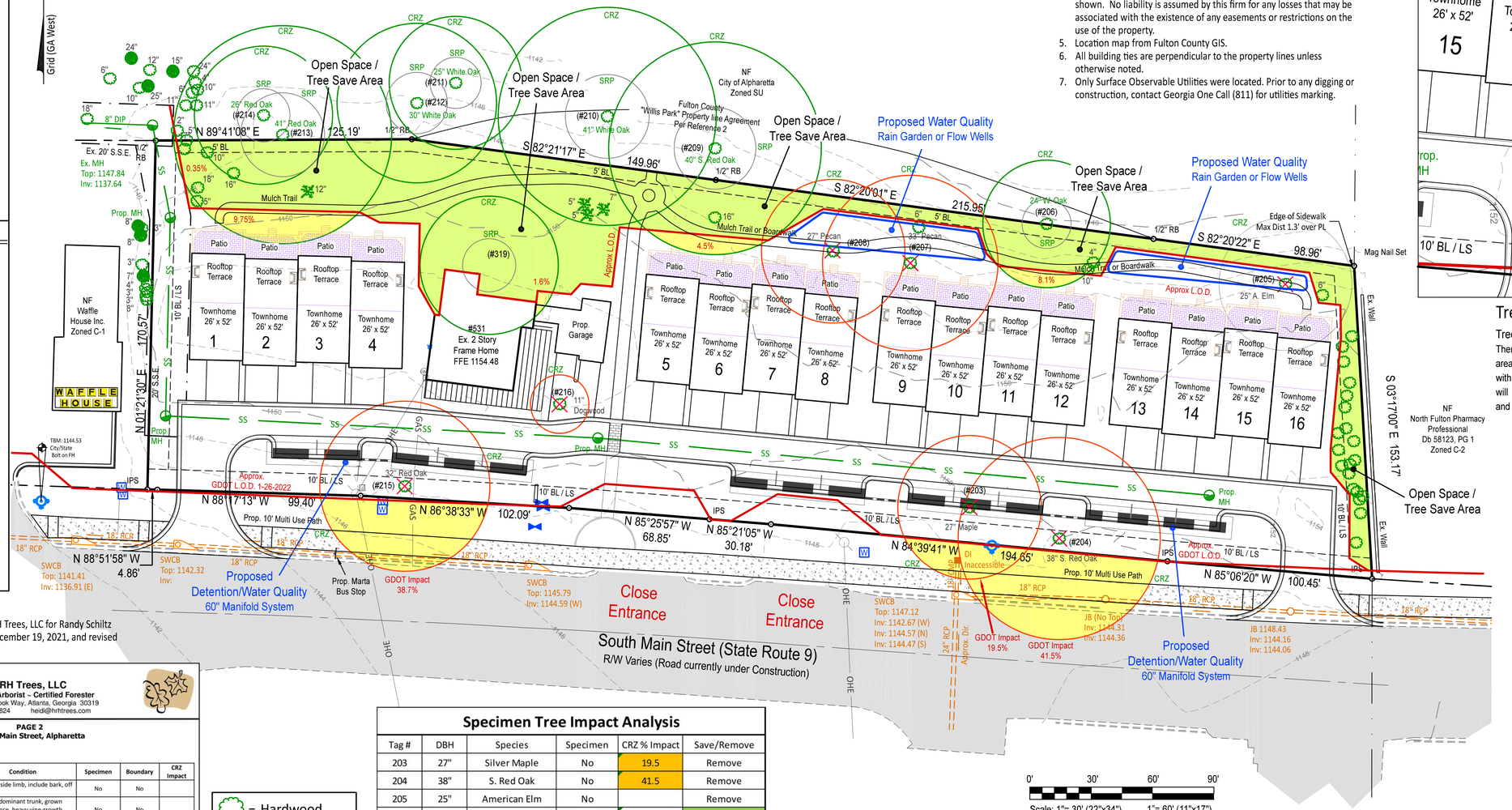
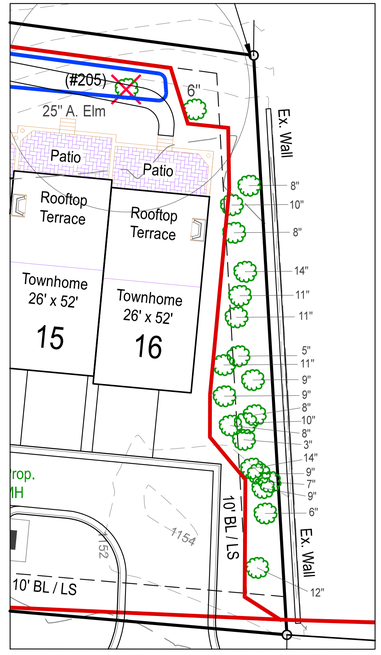




Tree Save Area

Tree Save Notes:

There are 20 trees contained within the Tree Save area. Arborist and Landscape Architect to coordinate with the City to determine the feasibility of which trees will be best suited to be saved. E303 located trees 2" and greater in this area.

Arborist Report:

Arborist Report prepared by HRH Trees, LLC for Randy Schiltz with t-Olive Properties, dated December 19, 2021, and revised July 27, 2022.

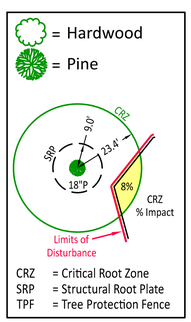
HRH Trees, LLC
Certified Arborist - Certified Forester
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heidi@hrhtrees.com

PAGE 2
531 S. Main Street, Alpharetta

Specimen Trees on Site:

Tree #	Tag #	Species	DBH	Condition	Specimen	Boundary	CRZ Impact
1	203	Silver Maple	27"	Large low side limb, include bark, off balance	No	No	
2	204	So. Red Oak	38"	Poor - co-dominant trunk, grown around fence, heavy vine growth and minor dieback	No	No	
3	205	Amer. Elm	25"	Poor - leaning, muti-trunked with included bark, debris at base	No	No	
4	206	Water Oak	24"	Fair - barbed wire through & within tree, one main scaffold limb dead	No	Shared	
5	207	Pecan	33"	Fair - trunk seam, old pruning wound with decay fungi present, 1 large broken limb	Pending Resistograph	No	
6	208	Pecan	27"	Fair to good - bifurcated trunk	Yes	No	
7	209	So. Red Oak	40"	Poor - bifurcated trunk, leaning, 3 main dead limbs, basal cavity	No	Yes	
8	210	White Oak	41"	Good - 1 minor dead low limb to prune	Yes	Yes	
9	211	White Oak	25"	Good - poison ivy vine to cut	Yes	Yes	
10	212	White Oak	30"	Fair to good - bifurcated upper trunk	Yes	Yes	
11	213	Red Oak	41"	Fair – minor mistletoe in crown, 1 main dead limb	Yes	Yes	
12	214	Red Oak	26"	Fair - slightly one-sided, 2 dead limbs	Yes	Yes	
13	215	Red Oak	32"	Poor - hollow, significant mistletoe, epicormic shoots, basal decay fungi	No	Yes	
14	216	Dogwood	11"	Fair to good	Yes	No	
15	319	River Birch	26"	Fair to good, close to rear of existing "house" (The Porch)	Yes	No	

- CRZ Impact % provided from site plan
- Boundary letters needed for Trees 206, 209, 210, 212, 213, 214, 215



Specimen Tree Impact Analysis

Tag #	DBH	Species	Specimen	CRZ % Impact	Save/Remove
203	27"	Silver Maple	No	19.5	Remove
204	38"	S. Red Oak	No	41.5	Remove
205	25"	American Elm	No		Remove
206	24"	Water Oak	No	8.1	Save
207	33"	Pecan	Yes		Remove
208	27"	Pecan	Yes		Remove
209	40"	S. Red Oak	No	4.5	Save
210	41"	White Oak	Yes	0	Save
211	25"	White Oak	Yes	0	Save
212	30"	White Oak	Yes	0	Save
213	41"	Red Oak	Yes	10.1	Save
214	26"	Red Oak	Yes	0	Save
215	32"	Red Oak	No	38.7	Remove
216	11"	Dogwood	Yes		Remove
319	26"	River Birch	Yes	1.6	Save
		Impact by GDOT			

Results of Resistograph for Tree #207:

Based on the inspection results, and the current occupancy of the site, this tree does not appear to present an unreasonable risk at this time. As the site alters and the targets change from grass to buildings, people and pets then the outcome of failure would increase in severity making it difficult to retain this tree.

16 Townhomes (26' x 52')

Property is Zoned Downtown Mixed-Use. DT-MU
Approx. area this Tract = 2.243± Ac.

Note: Existing Tree 216 is an 11" Dogwood located adjacent to the existing building and parking lot. The CRZ is currently covered with over 50% impervious. The goal is to relocate this tree or if not feasible, then it will be recompensed for.

engineering E303

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Concept Site Plan for:
531 South Main Street.
Willis Overlook
City of Alpharetta
1st District, 2nd Section
Fulton County, GA
Land Lot 645

GEORGIA REGISTERED ATLANTA NO. 23747 9-9-2022 PROFESSIONAL ENGINEER BRIAN J. KING

Drawn: BJK
Date: 9-9-2022
Sheet
Zoning / Trees
Project Number
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ARCHITECT
D. Tracy Ward
Est. 1993
REVISED
9:34 am, Jul 18, 2022


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TREE SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	MIN. SIZE AT PLANTING	QTY	DENSITY INCHES	RECOM-PENSE INCHES	NATIVE	OVER-STORY	% GENUS
	ACE OGL	Acer rubrum 'October Glory' October Glory Red Maple	4" Cal.	10		40	10	10	9.80%
	AME GRA	Amelanchier x grandiflora `Autumn Brilliance` Autumn Brilliance Apple Serviceberry	3" Cal.	3	9		3		2.94%
	BET DUR	Betula nigra 'BNMTF' TM Dura Heat River Birch	4" Cal.	7		28	7	7	6.86%
	CB	Carpinus betulus European Hornbeam	3" Cal.	13	39			13	16.67%
	CAR AME	Carpinus caroliniana American Hornbeam	4" Cal.	4		16	4	4	16.67%
	CER CAN	Cercis canadensis Eastern Redbud	3" Cal.	5	15		5		4.90%
	CHI RET	Chioanthus retusus Chinese Fringe Tree	4" Cal.	6		24			5.88%
	COR	Cornus florida 'Cherokee Princess' Cherokee Princess Flowering Dogwood	3" Cal.	9		36	9		8.82%
	ILE	Ilex x `Emily Bruner` Emily Bruner Holly	9-10` Ht.	18	36				17.65%
	JUN EAS	Juniperus virginiana Eastern Redcedar	9-10` Ht.	3	6		3		2.94%
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	9-10` Ht.	1	2		1		0.98%
	PIS CHI	Pistacia chinensis Chinese Pistache	3" Cal.	4	12			4	3.92%
	QUE	Quercus shumardii Shumard Red Oak	4" Cal.	14	56		14	14	13.73%
	TAX MIC	Taxodium distichum 'Mickelson' TM Shawnee Brave Bald Cypress	4" Cal.	5	20	20	5	5	4.90%
TOTALS				102	339		59.80%	55.88%	MAX GENUS ILE 17.65%
		DENSITY		61	175				
		RECOMPENSE		41		164			

SITE DATA:
PARCEL ID NO.:
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TOTAL AREA: 2.243 AC

CITY OF ALPHARETTA
DOWNTOWN OVERLAY DISTRICT
ZONING: DT-MU, DOWNTOWN MIXED-USE

OVERALL SITE DENSITY:
130 INCHES PER ACRE
SDF = 2.243 AC x 130 INCHES/AC = 291.59 INCHES
EDF = 251 INCHES
RDF = 251 – 291.59 = 40.59 INCHES
PROPOSED INCHES:

SPECIMEN RECOMPENSE:
SPECIMEN TREES TO BE REMOVED:
TREE 207, 33" PECAN
TREE 208, 27" PECAN
TREE 216, 11" DOGWOOD
TOTAL SPECIMEN INCHES REMOVED: 71 INCHES
71 INCHES X 3 = 213 INCHES RECOMPENSE

SPECIMEN TREES TO BE PRESERVED:
TREE 319, 26" DOGWOOD
TOTAL SPECIMEN INCHES PRESERVED/CREDIT:
26 INCHES, 26x2 INCHES CREDIT = 52 INCHES

TOTAL SPECIMEN INCHES FOR RECOMPENSE:
213 INCHES – 52 INCHES = 161 INCHES OR
41, 4" CALIPER TREES
(SEE TABLE/REPORT, CIVIL PLANS, ZONING-TREES)

LANDSCAPE VARIANCES:
WEST: REMOVAL OF 5' LANDSCAPE STRIP.
20' SANITARY SEWER EASEMENT TO BE LOCATED ALONG PROPERTY LINE.
PROPOSED EVERGREEN SHRUB PLANTING FOR 5' WIDTH EACH SIDE.
6' OPAQUE WOOD PRIVACY FENCE TO BE INSTALLED ALONG PROPERTY LINE.
PLANTINGS ALONG THE WEST PROPERTY LINE WITHIN THE PROPOSED 20' SANITARY SEWER EASEMENT TO BE EVALUATED AFTER PLANTING BY THE DESIGN LANDSCAPE ARCHITECT AND/OR THE CITY ARBORIST AND DETERMINE IF ADDITIONAL PLANTINGS WILL NEED TO BE ADDED TO CREATE A MORE OPAQUE SCREEN.

STREET FRONTAGE, 10' LANDSCAPE STRIP:

SOUTH MAIN STREET (STATE ROUTE 9)
548.45 LF (EXCLUDING DRIVES)
TREES: 548.5 LF/40 = 14
SHRUBS: 548.5 LF/35 LF x 10 = 157 SHRUBS
NO TURFGRASS

SHRUBS & GROUNDCOVER SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	NATIVE
	ABE	Abelia x `Rose Creek` Rose Creek Abelia	3 gal.	36" o.c.	71	
	AZA	Azalea x `Gumpo Pink` Gumpo Pink Satsuki Azalea	3 gal.	36" o.c.	133	
	CAM	Camellia japonica Camellia	7 gal.	96" o.c.	4	
	DIS VTJ	Distylium x `Vintage Jade` Vintage Jade Distylium	3 gal.	48" o.c.	110	
	DIS CLM	Distylium x 'PIIDIST-III' TM Coppertone Distylium	2` Ht.	48" o.c.	35	
	GAR FRO	Gardenia jasminoides `Frostproof` Frostproof Gardenia	2` Ht.	48" o.c.	23	
	HYD	Hydrangea quercifolia Oakleaf Hydrangea	3 gal.	48" o.c.	11	11
	IC	Ilex crenata `Sky Pencil` Sky Pencil Japanese Holly	4` Ht.	36" o.c.	31	
	ILE SOF	Ilex crenata 'Soft Touch' Soft Touch Japanese Holly	2` Ht.	36" o.c.	107	
	ILE STO	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly	3 gal.	48" o.c.	71	71
	IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire	2` Ht.	60" o.c.	9	9
	LOR BLU	Loropetalum chinense `Blush` Blush Fringe Flower	3` Ht.	60" o.c.	40	
	MUH	Muhlenbergia capillaris Pink Muhly Grass	2` Ht.	36" o.c.	124	124
	OSM FRA	Osmanthus fragrans Sweet Olive	6` Ht.	96" o.c.	31	
	PEN HAM	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	3 gal.	36" o.c.	62	
	RHO CAN	Rhododendron canescens Wild Azalea	3` Ht.	96" o.c.	9	9
	TN	Thelypteris normalis Southern Wood Fern	3 gal.	24" o.c.	23	23
	THU DEG	Thuja occidentalis `Degroot`s Spire` Degroot`s Spire Arborvitae	4` Ht.	60" o.c.	16	
	VIB	Viburnum plicatum tomentosum `Mariesii` Double File Viburnum	3` Ht.	96" o.c.	9	9
VINE/ESP ALIER	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	
	FP	Ficus pumila Creeping Fig	1 gal.	60" o.c.	184	
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	
	CARX	Carex cherokeensis Cherokee Sedge	4"	12" o.c.	2,065	2.065000
	HO	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily	1 gal.	15" o.c.	83	
	PHL	Phlox stolonifera Creeping Phlox	4"	12" o.c.	167	167
	SEA	Seasonal Color	4"	12" o.c.	167	
	THY	Thymus doerfleri 'Doone Valley' Doone Valley Creeping Thyme	4"	12" o.c.	671	671
TOTALS					1522.07	72.01%



SURVEY/BASE INFORMATION PREPARED BY OTHERS; FRAWLEY ASSOCIATES LLC DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

NORTH:

SCALE: 0 30' 45' 60' — SCALE: 1"=30'

GEORGIA811 www.Georgia811.com — Know what's below. Call before you dig.

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REVISIONS:

DATE	#
– –	

STATE OF GEORGIA — PETER J. FRAWLEY — 788 — REGISTERED LANDSCAPE ARCHITECT

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

WILLS OVERLOOK

531 S. MAIN STREET
LL 645, 1ST DISTRICT, 2ND SECTION
ALPHARETTA, GEORGIA

LANDSCAPE CONCEPT RENDERING

SCALE: AS SHOWN

DATE: 09/29/2022

PROJECT: FA-22039

SHEET L-1

SHEET 1 OF 3

TREE SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	MIN. SIZE AT PLANTING	QTY	DENSITY INCHES	RECOM-PENSE INCHES	NATIVE	OVER-STORY	% GENUS
	ACE OGL	Acer rubrum 'October Glory' October Glory Red Maple	4" Cal.	10		40	10	10	9.80%
	AME GRA	Amelanchier x grandiflora `Autumn Brilliance` Autumn Brilliance Apple Serviceberry	3" Cal.	3	9		3		2.94%
	BET DUR	Betula nigra 'BNMTF' TM Dura Heat River Birch	4" Cal.	7		28	7	7	6.86%
	CB	Carpinus betulus European Hornbeam	3" Cal.	13	39			13	16.67%
	CAR AME	Carpinus caroliniana American Hornbeam	4" Cal.	4		16	4	4	16.67%
	CER CAN	Cercis canadensis Eastern Redbud	3" Cal.	5	15		5		4.90%
	CHI RET	Chioanthus retusus Chinese Fringe Tree	4" Cal.	6		24			5.88%
	COR	Cornus florida 'Cherokee Princess' Cherokee Princess Flowering Dogwood	3" Cal.	9		36	9		8.82%
	ILE	Ilex x `Emily Bruner` Emily Bruner Holly	9-10` Ht.	18	36				17.65%
	JUN EAS	Juniperus virginiana Eastern Redcedar	9-10` Ht.	3	6		3		2.94%
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	9-10` Ht.	1	2		1		0.98%
	PIS CHI	Pistacia chinensis Chinese Pistache	3" Cal.	4	12			4	3.92%
	QUE	Quercus shumardii Shumard Red Oak	4" Cal.	14	56		14	14	13.73%
	TAX MIC	Taxodium distichum 'Mickelson' TM Shawnee Brave Bald Cypress	4" Cal.	5	20	20	5	5	4.90%
TOTALS				102	339		59.80%	55.88%	MAX GENUS ILE 17.65%
		DENSITY		61	175				
		RECOMPENSE		41		164			

SITE DATA:
PARCEL ID NO.:
12 2460006450302 (TRACT 1) 1.081 AC
12 2460006450328 (TRACT 2) 0.811 AC
12 2460006450146 (TRACT 3) 0.351 AC
TOTAL AREA: 2.243 AC

CITY OF ALPHARETTA
DOWNTOWN OVERLAY DISTRICT
ZONING: DT-MU, DOWNTOWN MIXED-USE

OVERALL SITE DENSITY:
130 INCHES PER ACRE
SDF = 2.243 AC x 130 INCHES/AC = 291.59 INCHES
EDF = 251 INCHES
RDF = 251 - 291.59 = 40.59 INCHES
PROPOSED INCHES:

SPECIMEN RECOMPENSE:
SPECIMEN TREES TO BE REMOVED:
TREE 207, 33" PECAN
TREE 208, 27" PECAN
TREE 216, 11" DOGWOOD
TOTAL SPECIMEN INCHES REMOVED: 71 INCHES
71 INCHES X 3 = 213 INCHES RECOMPENSE

SPECIMEN TREES TO BE PRESERVED:
TREE 319, 28" DOGWOOD
TOTAL SPECIMEN INCHES PRESERVED/CREDIT:
28 INCHES, 28x2 INCHES CREDIT = 52 INCHES

TOTAL SPECIMEN INCHES FOR RECOMPENSE:
213 INCHES - 52 INCHES = 161 INCHES OR
41, 4" CALIPER TREES
(SEE TABLE/REPORT, CIVIL PLANS, ZONING-TREES)

LANDSCAPE VARIANCES:
WEST: REMOVAL OF 5' LANDSCAPE STRIP.
20' SANITARY SEWER EASEMENT TO BE LOCATED ALONG PROPERTY LINE.
PROPOSED EVERGREEN SHRUB PLANTING FOR 5' WIDTH EACH SIDE.
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DETERMINE IF ADDITIONAL PLANTINGS WILL NEED TO BE ADDED TO
CREATE A MORE OPAQUE SCREEN.

STREET FRONTAGE 10' LANDSCAPE STRIP:

SOUTH MAIN STREET (STATE ROUTE 9)
548.45 LF (EXCLUDING DRIVES)
TREES: 548.5 LF/40 = 14
SHRUBS: 548.5 LF/35 LF x 10 = 157 SHRUBS
NO TURFGRASS

SHRUBS & GROUNDCOVER SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	NATIVE
	ABE	Abelia x `Rose Creek` Rose Creek Abelia	3 gal.	36" o.c.	71	
	AZA	Azalea x `Gumpo Pink` Gumpo Pink Satsuki Azalea	3 gal.	36" o.c.	133	
	CAM	Camellia japonica Camellia	7 gal.	96" o.c.	4	
	DIS VTJ	Distylium x `Vintage Jade` Vintage Jade Distylium	3 gal.	48" o.c.	110	
	DIS CLM	Distylium x 'PIIDIST-III' TM Coppertone Distylium	2` Ht.	48" o.c.	35	
	GAR FRO	Gardenia jasminoides `Frostproof` Frostproof Gardenia	2` Ht.	48" o.c.	23	
	HYD	Hydrangea quercifolia Oakleaf Hydrangea	3 gal.	48" o.c.	11	11
	IC	Ilex crenata `Sky Pencil` Sky Pencil Japanese Holly	4` Ht.	36" o.c.	31	
	ILE SOF	Ilex crenata 'Soft Touch' Soft Touch Japanese Holly	2` Ht.	36" o.c.	107	
	ILE STO	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly	3 gal.	48" o.c.	71	71
	IV	Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire	2` Ht.	60" o.c.	9	9
	LOR BLU	Loropetalum chinense `Blush` Blush Fringe Flower	3` Ht.	60" o.c.	40	
	MUH	Muhlenbergia capillaris Pink Muhly Grass	2` Ht.	36" o.c.	124	124
	OSM FRA	Osmanthus fragrans Sweet Olive	6` Ht.	96" o.c.	31	
	PEN HAM	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	3 gal.	36" o.c.	62	

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NORTH:

SCALE: 0 30' 45' 60' — SCALE: 1"=30'

	RHO CAN	Rhododendron canescens Wild Azalea	3` Ht.	96" o.c.	9	9
	TN	Thelypteris normalis Southern Wood Fern	3 gal.	24" o.c.	23	23
	THU DEG	Thuja occidentalis `Degroot`s Spire` Degroot`s Spire Arborvitae	4` Ht.	60" o.c.	16	
	VIB	Viburnum plicatum tomentosum `Mariesii` Double File Viburnum	3` Ht.	96" o.c.	9	9
VINE/ESP ALIER	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	
	FP	Ficus pumila Creeping Fig	1 gal.	60" o.c.	184	
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY	
	CARX	Carex cherokeensis Cherokee Sedge	4"	12" o.c.	2,065	2.065000
	HO	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily	1 gal.	15" o.c.	83	
	PHL	Phlox stolonifera Creeping Phlox	4"	12" o.c.	167	167
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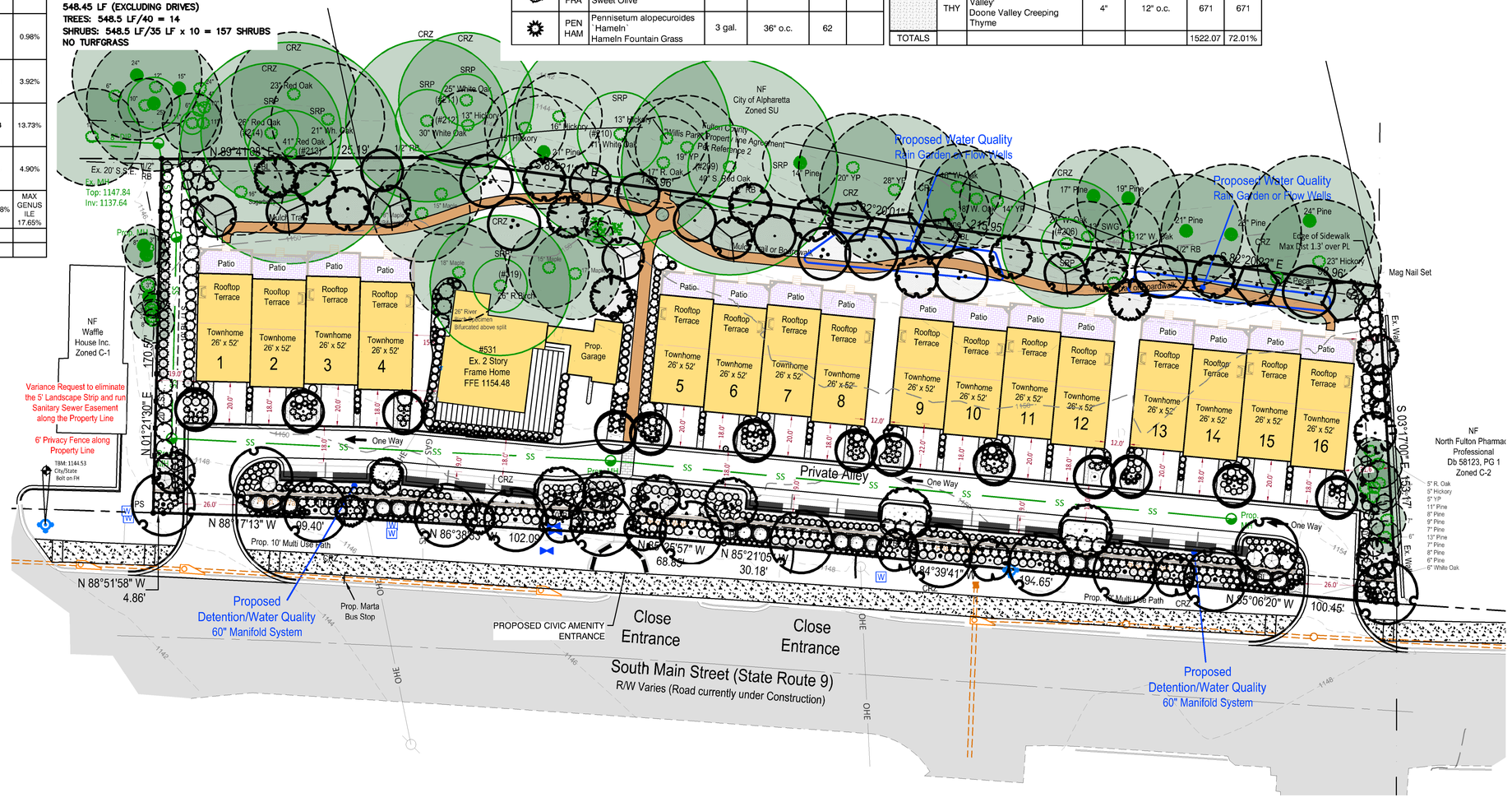

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REVISIONS:

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

WILLS OVERLOOK

531 S. MAIN STREET
LL 645, 1ST DISTRICT, 2ND SECTION
ALPHARETTA, GEORGIA

LANDSCAPE CONCEPT

SCALE: AS SHOWN
DATE: 09/29/2022
PROJECT: FA-22039
SHEET L-2
SHEET 2 OF 3

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DOWNTOWN OVERLAY DISTRICT
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SHRUBS: 548.5 LF/35 LF x 10 = 157 SHRUBS
NO TURFGRASS

HRH Trees, LLC
Certified Arborist – Certified Forester
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heidi@hrhtrees.com

PAGE 2
531 S. Main Street, Alpharetta

Specimen Trees on Site:

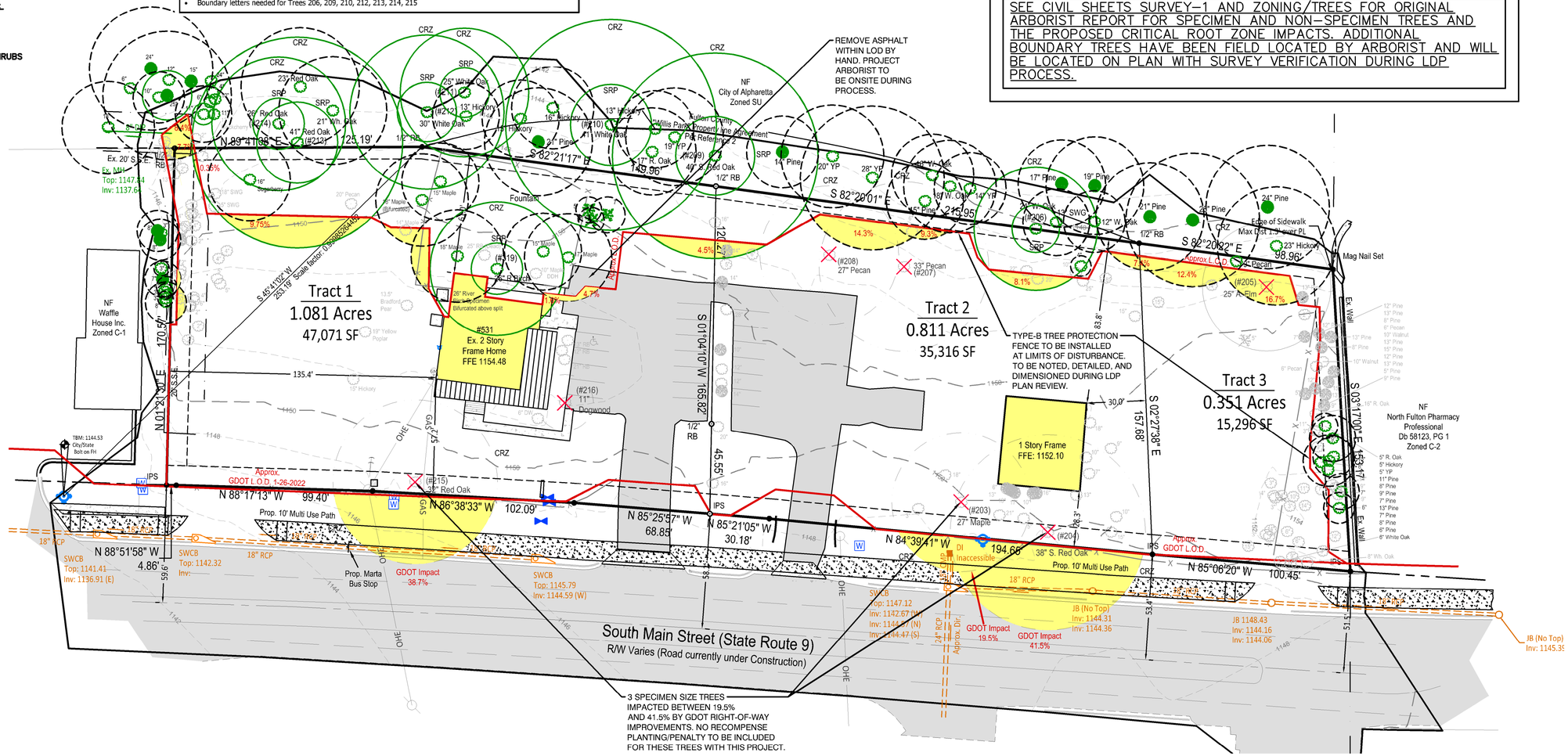
Tree #	Tag #	Species	DBH	Condition	Specimen	Boundary	CRZ Impact
1	203	Silver Maple	27"	Large low side limb, include bark, off balance	No	No	
2	204	So. Red Oak	38"	Poor - co-dominant trunk, grown around fence, heavy vine growth and minor dieback	No	No	
3	205	Amer. Elm	25"	Poor - leaning, muti-trunked with included bark, debris at base	No	No	
4	206	Water Oak	24"	Fair - barbed wire through & within tree, one main scaffold limb dead	No	Shared	
5	207	Pecan	33"	Fair - trunk seam, old pruning wound with decay fungi present, 1 large broken limb	Pending Resistograph	No	
6	208	Pecan	27"	Fair to good - bifurcated trunk	Yes	No	
7	209	So. Red Oak	40"	Poor - bifurcated trunk, leaning, 3 main dead limbs, basal cavity	No	Yes	
8	210	White Oak	41"	Good - 1 minor dead low limb to prune	Yes	Yes	
9	211	White Oak	25"	Good - poison ivy vine to cut	Yes	Yes	
10	212	White Oak	30"	Fair to good - bifurcated upper trunk	Yes	Yes	
11	213	Red Oak	41"	Fair – minor mistletoe in crown, 1 main dead limb	Yes	Yes	
12	214	Red Oak	26"	Fair - slightly one-sided, 2 dead limbs	Yes	Yes	
13	215	Red Oak	32"	Poor - hollow, significant mistletoe, epicormic shoots, basal decay fungi	No	Yes	
14	216	Dogwood	11"	Fair to good	Yes	No	
15	319	River Birch	26"	Fair to good, close to rear of existing "house" (The Porch)	Yes	No	

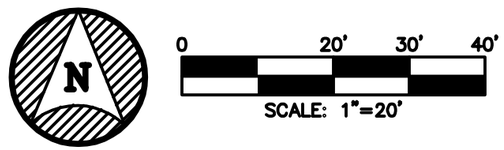
- CRZ Impact % provided from site plan
- Boundary letters needed for Trees 206, 209, 210, 212, 213, 214, 215

Specimen Tree Impact Analysis

Tag #	DBH	Species	Specimen	CRZ % Impact	Save/Remove
203	27"	Silver Maple	No	19.5	Remove
204	38"	S. Red Oak	No	41.5	Remove
205	25"	American Elm	No		Remove
206	24"	Water Oak	No	8.1	Save
207	33"	Pecan	Yes		Remove
208	27"	Pecan	Yes		Remove
209	40"	S. Red Oak	No	4.5	Save
210	41"	White Oak	Yes	0	Save
211	25"	White Oak	Yes	0	Save
212	30"	White Oak	Yes	0	Save
213	41"	Red Oak	Yes	10.1	Save
214	26"	Red Oak	Yes	0	Save
215	32"	Red Oak	No	38.7	Remove
216	11"	Dogwood	Yes		Remove
319	26"	River Birch	Yes	1.6	Save
		Impact by GDOT			

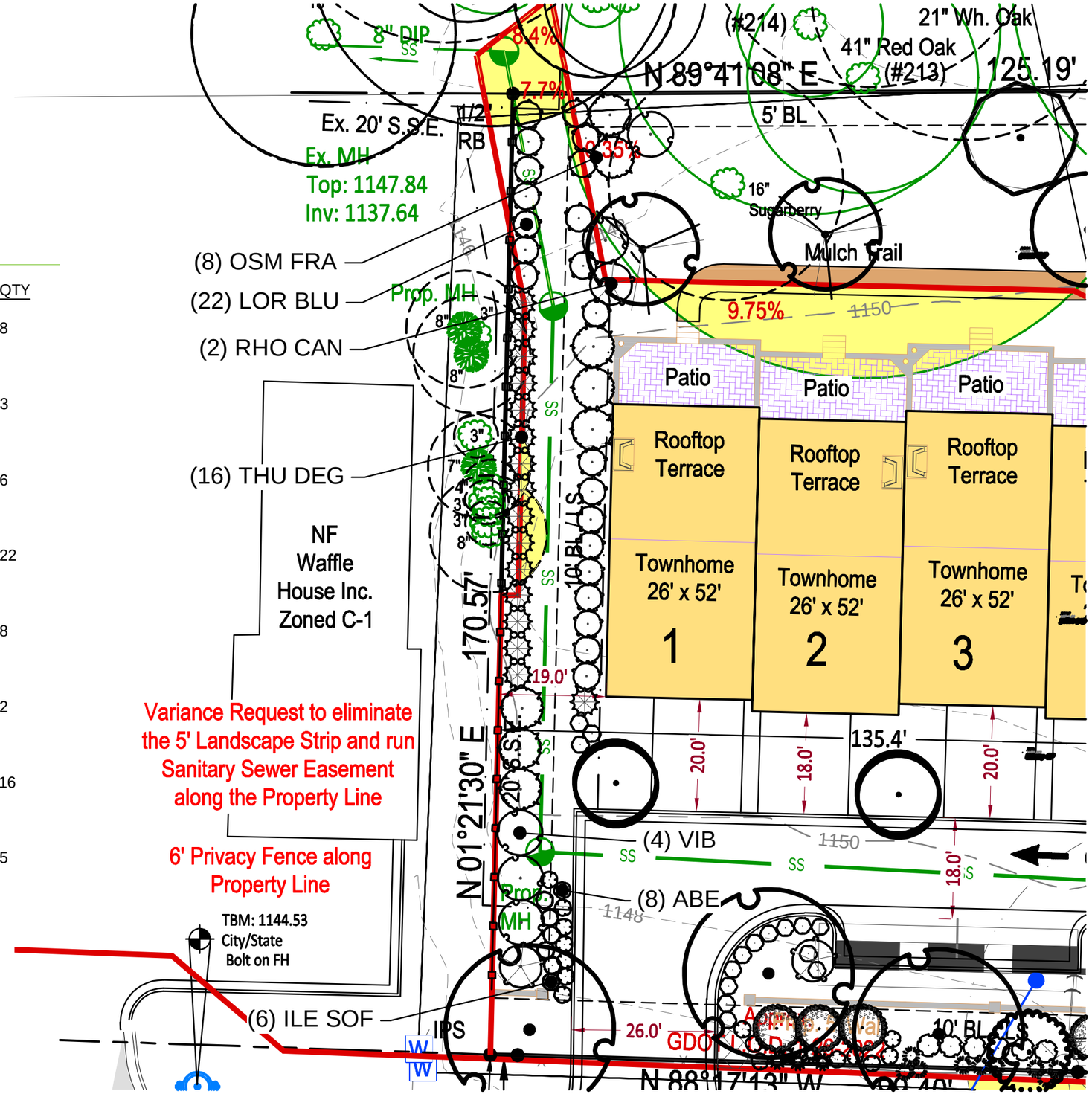
SEE CIVIL SHEETS SURVEY–1 AND ZONING/TREES FOR ORIGINAL ARBORIST REPORT FOR SPECIMEN AND NON–SPECIMEN TREES AND THE PROPOSED CRITICAL ROOT ZONE IMPACTS. ADDITIONAL BOUNDARY TREES HAVE BEEN FIELD LOCATED BY ARBORIST AND WILL BE LOCATED ON PLAN WITH SURVEY VERIFICATION DURING LDP PROCESS.


Tract 1
1.081 Acres
47,071 SF
Tract 2
0.811 Acres
35,316 SF
Tract 3
0.351 Acres
15,296 SF
#531
Ex. 2 Story
Frame Home
FFE 1154.48
1 Story Frame
FFE: 1152.10
NF
Waffle
House Inc.
Zoned C-1
NF
City of Alpharetta
Zoned SU
NF
North Fulton Pharmacy
Professional
Db 58123, PG 1
Zoned C-2
Willis Park Property Line Agreement
Ref. Reference 2
REMOVE ASPHALT WITHIN LOD BY HAND. PROJECT ARBORIST TO BE ONSITE DURING PROCESS.
TYPE-B TREE PROTECTION FENCE TO BE INSTALLED AT LIMITS OF DISTURBANCE. TO BE NOTED, DETAILED, AND DIMENSIONED DURING LDP PLAN REVIEW.
Prop. 10' Multi Use Path
Prop. Marta Bus Stop
South Main Street (State Route 9)
R/W Varies (Road currently under Construction)
3 SPECIMEN SIZE TREES IMPACTED BETWEEN 19.5% AND 41.5% BY GDOT RIGHT-OF-WAY IMPROVEMENTS. NO RECOMPENSE PLANTING/PENALTY TO BE INCLUDED FOR THESE TREES WITH THIS PROJECT.
Mag Nail Set
TBM: 1144.53
City/State
Bolt on Fh
Approx. GDOT L.O.D. 1-26-2022
Approx. GDOT L.O.D.
GDOT Impact 38.7%
GDOT Impact 19.5%
GDOT Impact 41.5%
SWCB Top: 1141.41 Inv: 1136.91 (E)
SWCB Top: 1142.32 Inv:
SWCB Top: 1145.79 Inv: 1144.59 (W)
SWCB Top: 1147.12 Inv: 1142.67 (W) Inv: 1144.67 (N) Inv: 1144.47 (S)
JB (No Top) Inv: 1144.31 Inv: 1144.36
JB 1148.43 Inv: 1144.16 Inv: 1144.06
JB (No Top) Inv: 1145.39
Ex. MH Top: 1147.54 Inv: 1137.64
Ex. 20' S.S.E.
Ex. 25' S.S.E.
Ex. Wall
Fountain
Gazebo
Inaccessible
N 88°51'58" W 4.86'
N 88°17'13" W 99.40'
N 86°38'33" W 102.09'
N 85°25'57" W 68.85'
N 85°21'05" W 30.18'
N 84°39'41" W 194.66'
N 85°06'20" W 100.45'
S 82°21'17" E 149.96'
S 82°20'01" E 213.95'
S 82°20'32" E 98.96'
S 01°04'10" W 165.82'
S 02°27'38" E 157.68'
S 03°17'00" E 153.17'
N 01°24'30" E 170.50'
S 45°41'02" W 253.19' Scale factor: 0.999960648
N 83°41'08" E 125.19'
Edge of Sidewalk Max Dist 1.3' over PL
Approx L.O.D.
Ex. Wall
Ex. Wall
Ex. Wall



PLANT SCHEDULE EASEMENT PLANTING

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	ABE	Abelia x `Rose Creek` Rose Creek Abelia	3 gal.	8
	AZA	Azalea x `Gumpo Pink` Gumpo Pink Satsuki Azalea	3 gal.	3
	ILE SOF	Ilex crenata 'Soft Touch' Soft Touch Japanese Holly	2` Ht.	6
	LOR BLU	Loropetalum chinense `Blush` Blush Fringe Flower	3` Ht.	22
	OSM FRA	Osmanthus fragrans Sweet Olive	6` Ht.	8
	RHO CAN	Rhododendron canescens Wild Azalea	3` Ht.	2
	THU DEG	Thuja occidentalis `Degroot`s Spire` Degroot`s Spire Arborvitae	4` Ht.	16
	VIB	Viburnum plicatum tomentosum `Mariesii` Double File Viburnum	3` Ht.	5



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: PH-22-11 / V-22-24 / Wills Overlook

Contact Name: David Belle Isle Telephone: 770-664-6699

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.

None to date.

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.*

- [X] 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: 8-26-2022

Print Form

Community Zoning Information Meeting (CZIM) **August 10, 2022**

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

PH-22-11/V-22-24 / Wills Overlook

NAME	ADDRESS	COMMENTS
Brian King	108 Allen St Cumming GA	Civil Engineer for Project
Barbara Pruett	8021 Oakland Ln	Nice Plan, nice for Park.

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: PH-22-11 / V-22-24
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: David Belle Isle Telephone: 770-664-6699

Address: 178 S. Main Street Suite: 250

City: Alpharetta State: GA Zip: 30009 Fax: 770-664-9989

Mobile Tel: 404-310-1336 Email: dbi@hbilawfirm.com

Subject Property Information:

Address: 531 S. Main Street Current Zoning: DT-MU

District: 1st Section: 2nd Land Lot: 645 Parcel ID: 12 246006450302; 12 246006450328; 12 246006450146

Proposed Zoning: R Current Use: Retail/Office

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

- ☐ Conditional Use
- ☐ Rezoning
- ☒ Variance
- ☐ Exception
- ☐ Master Plan Amendment
- ☐ Master Plan Review
- ☒ Public Hearing
- ☐ Other *(Specify)*: _____
- ☐ Comprehensive Plan Amendment

Applicant Request And Intent

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

Applicant proposes to build a new walkable residential community with access to Wills Park and Downtown consisting of 16 new townhomes and one historical home.

Applicant's Request (Please itemize the proposal):

Applicant requests the following: (1) a variance to allow a driveway between a GA Hwy 9 and 17 residential units; (2) a variance to allow the installation of a sewer line within the 5' landscape buffer on the 171' western property line adjoining the existing Waffle House property; and (3) authorization to replant shrubs within said 5' landscape buffer to provide a screen within the buffer.

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

The intent for Variance 1 is to: (a) better protect the critical root zones for the trees on and near the border of Wills Park and the subject property, (b) create a refuge space for residents outside the sight and sounds of Hwy 9, and (c) preserve the long-term property values for the residents.

The intent for Variance 2 is to: (a) preserve the trees along the northern boundary of the subject property bordering Wills Park; and (b) protect the critical root zones for the remaining trees along the border of Wills Park and the subject property.

The intent for the authorization to replant 5' landscape buffer with shrubs is to: (a) preserve maintenance access to the sewer line; (b) protect the long-term physical integrity of the sewer line underground; and (c) to create a screen between the townhome community and the Waffle House on the adjacent property.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Morley Holdings - Coffee Plantation LLC (John Morley) Telephone: 404-372-8670

Address: 7560 Industrial Court Suite:

City Alpharetta State: GA Zip: 30004 -

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: **Wills Overlook, LLC** Telephone: **404 345 6075**

Address: **5865 North Point Parkway** Suite: **345**

City **Alpharetta** State: **GA** Zip: **30022** -

So Sworn and Attested: **Morely Holdings-Coffee Plantation LLC**

Owner Signature: By: JOHN J. MORLEY Manager Date: 6/30/22

Notary:

Notary Signature: Date: 6-30-2022

DAWN CHRISTIAN BELLE ISLE NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires April 12, 2023

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. 36-67A-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: Morley Holdings Coffee Plantation LLC

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ 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. 36-67A-3.

Signature: _____ Date: _____

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Theres is a residential community adjacent to the subject property. This use is ideal with a walkable downtown and proximity of Wills Park.

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

This section of Main Street is near the gateway for Alpharetta. This project will help set the tone for all travelers as they enter Alpharetta from Roswell.

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

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

This project will increase the population of Alpharetta by less than 50 people. The traffic impact will be minimal.

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

It is anticipated that this community will be a combination of empty nesters and families. The impact to schools will be minimal.

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

This project is consistent with the intent to further a downtown walkable community.

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

The evolution of Downtown and surrounding properties.

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

Board Of Zoning Appeals Review Criteria

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

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

The property is narrow and compact with significant grade changes to the north and rear of the property. It has an existing historical home on the site. There are large trees along the rear of the property and on the adjacent property line with Wills Park. It is a long and skinny tract of land with its deepest point being approximately 180' in length. The presence of a state highway on the southern boundary presents unique challenges as to ingress, egress, landscaping, and noise.

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

Yes. Without the approval of Variance request 1, access to the homes would be located between the townhomes and Wills Park. This would require greater tree removal and a larger impact on critical root zones. It would also deny any refuge space for the residents, necessitating a road on each side of the homes, which will affect the long-term stability of the property values for residents.

Likewise, without the approval of Variance request 2, greater tree removal and greater impact to critical root zones of any remaining trees will be required to place the sewer along the northern boundary of the property, the common boundary of Wills Park.

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

The subject property includes a peculiar mix of uses around it. It is bordered by a State Highway on its southern border, a C-1 parcel to the west, a C-2 parcel to east, and Wills Park on the northern boundary line. It is a long and skinny tract with its widest point being approximately 180' in length. It has an historical home situated in the middle of the site.

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

No. The zoning around the subject property consists of some the most permissive classifications for Alpharetta. These classifications are likely holdovers from when it was part of unincorporated Fulton County. The current direction of the City is better served by the preservation of the historic home and the addition of a small residential community near our flagship park than the more commercial options afforded by the adjacent C1 and C2 tracts. This variance request will enable this project to help point future uses around Wills Park in a direction more suitable to the public interest.

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

Less and Except from Tract B

ALL THAT TRACT or parcel of land lying and being in Land Lot 645, 1st District, 2nd Section, Fulton County, Georgia, and being the Westernmost tract of 2.790 acres and 0.351 acre as shown on plat of survey for James W. Green by Brumbelow-Reese and Associates dated June 8, 1979, recorded in Plat Book 115, page 76, Fulton County, Georgia Records.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 645 of the 1st District, 2nd Section of Fulton County, Georgia, as per plat of survey for Mary G. McEachern, by Brumbelow-Reese & Associates, Inc., G.R.L.S. No. 2072, dated November 23, 1982, and being more particularly described as follows:

BEGINNING at an iron pin set located on the northerly right-of-way of Alpharetta Road, also known as Georgia Highway No. 9 (formerly U.S. Highway 19), having an 80-foot right-of-way, 24-foot paved portion, said pin being further located 373.1 feet easterly as measured along the northerly right-of way of Alpharetta Road from the point where said northerly right-of-way intersects with the easterly right of way of Wills Road having a 60-foot right-of-way; thence running North 02 degrees 05 minutes 10 seconds East 166.14 feet to an iron pin set; thence running South 88 degrees 20 minutes 59 seconds East 6.67 feet to an iron pin set; thence running South 89 degrees 34 minutes 44 seconds East 93.35 feet to an iron pin set; thence running South 02 degrees 05 minutes 10 seconds West 167.12 feet to an iron pin set, said pin being further located on the northerly right-of-way of Alpharetta Road, this pin is also 733.85 feet westerly from the East line of Land Lot 645 as measured along the northerly right-of-way of Alpharetta Road; thence running North 88 degrees 08 minutes 20 seconds West 24.78 feet along the northerly right-of-way of said road to a concrete right-of-way marker; thence running North 89 degrees 12 minutes 05 seconds West 75.22 feet along the northerly right-of-way of said road to an iron pin set and the point of beginning; said tract containing 0.382 acres.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 645 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a iron pin set on the northerly right-of-way line of Alpharetta Road-State Route 9 (an 80-foot right-of-way) 325.47 feet westerly along said northerly right-of-way line from the point formed by the intersection of said northerly right-of-way line with the east line of Land Lot 645, said District, Section, and County; thence running North 84 degrees 38 minutes 55 seconds West along said northerly right-of-way line a distance of 68.63 feet to a point; thence running North 85 degrees 51 minutes 30 seconds West along said northerly right-of-way line a distance of 102.10 feet to a point; thence running North 87 degrees 30 minutes 10 seconds West along said northerly right-of-way line a distance of 99.41 feet to a point; thence running North 88 degrees 04 minutes 55 seconds West along said northerly right-of-way line a distance of 4.86 feet to an iron pin set; thence running North 02 degrees 09 seconds 16 minutes East a distance of 170.58 feet to an iron pin set; thence running South 89 degrees 34 minutes 44 seconds East a distance of 125.00 feet to an iron pin found; thence running South 81 degrees 33 minutes 12 seconds East a distance of 150.00 feet to an iron pin set; thence running South 01 degrees 52 minutes 53 seconds West a distance of 165.86 feet to an iron pin set and the Point of Beginning; all as shown on survey for Robert M. Finic, prepared by Brumbelow-Reese & Associates, Inc., dated March 25, 1985, and certified by Rodney H. Reese, G.R.L.S. No. 2072.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 645 of the 1st District, 2nd Section, Fulton County, Georgia, consisting of 0.5174 acres and being more fully described as follows:

BEGINNING at a concrete monument found at the intersection of the northerly right-of-way of Georgia State Route 9 and 120 (a/k/a Alpharetta Highway and S. Main Street) right-of-way varies and the easterly right-of-way of Wills Road (60-foot right-of-way); thence along the northerly right-of-way of Georgia State Route 9 and 120 South 88 degrees 42 minutes 22 seconds East a distance of 471.34 feet to an iron pin set on said right-of-way and being the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING leaving said right-of-way North 02 degrees 05 minutes 09 seconds East a distance of 167.12 feet to a ½" rebar found; thence South 89 degrees 34 minutes 44 second East a distance of 133.64 feet to a ½" rebar found; thence South 02 degrees 09 minutes 16 seconds West a distance of 170.57 feet to an iron pin set on the northerly right-of-way of Georgia State Route 9 and 120; thence along said right-of-way North 88 degrees 04 minutes 55 seconds West a distance of 96.16 feet to a point; thence continuing along said right-of-way North 88 degrees 08 minutes 20 seconds West a distance of 37.22 feet to an iron pin and being the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 0.5174 acre according to a bound and topographic survey for Waffle House, Inc. prepared by Pinion and McGaughey Land Surveyors, Inc., certified by Georgia H. Pinion, G.R.L.S. No. 1606, dated October 15, 1991, last revised January 18, 1992.

Exhibit "A"

As to Tract A

531 South Main Street

All that tract or parcel of land lying and being in Land Lot 645 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

To reach the true point of beginning commence at an iron pin found (1/2" re-bar, 21.4' to back of curb) at the intersection formed by the easterly line of Land Lot 645 (said line being common to Land Lots 645 and 646) and the northerly right of way line of Georgia Highway No. 9 (aka Alpharetta Road and South Main Street, variable r/w) and proceed in a westerly direction along the northerly right of way line of Georgia Highway No. 9, the following courses and distances: north 84 degrees 19 minutes 21 seconds west, a distance of 100.45 feet to an iron pin found (1" crimped top pipe); thence north 83 degrees 41 minutes 41 seconds west for a distance of 94.95 feet to a point; thence north 84 degrees 03 minutes 11 seconds west for a distance of 99.70 feet to a point; thence north 84 degrees 34 minutes 06 seconds west for a distance of 30.51 feet to an iron pin found (1/2" re-bar, 28.1' to back of curb) and the true point of beginning.

From the true point of beginning thus established, continue along said northerly right of way line of Georgia Highway No. 9, the following courses and distances: north 84 degrees 38 minutes 59 seconds west, a distance of 68.52 feet to a point; thence north 85 degrees 51 minutes 34 seconds west for a distance of 102.09 feet to a point; thence north 87 degrees 30 minutes 14 seconds west for a distance of 99.40 feet to a point; thence north 88 degrees 04 minutes 59 seconds west for a distance of 4.86 feet to an iron pin found (1/2" re-bar, 18.2' to back of curb); thence departing said northerly right of way line of Georgia Highway No. 9 and proceed north 02 degrees 08 minutes 29 seconds east for a distance of 170.57 feet to an iron pin found (1/2" re-bar); thence south 89 degrees 33 minutes 41 seconds east for a distance of 125.04 feet to an iron pin found (1/2" re-bar); thence south 81 degrees 33 minutes 42 seconds for a distance of 149.97 feet to an iron pin found (1/2" re-bar); thence south 01 degree 52 minutes 53 seconds west for a distance of 165.83 feet to an iron pin found (1/2" re-bar) on the northerly right of way line of Georgia Highway No. 9 and the true point of beginning.

Said tract or parcel containing 1.08004 acres of 47,046 square feet, as shown on that certain plat of survey prepared by V.T. Hammond, Georgia Registered Land Surveyor for Brookhaven Peachtree, LLC, and Old Republic National Title Insurance Company, dated May 29, 2008.

As to Tract B

All that tract or parcel of land lying and being in Land Lot 645 of the First District, Second Section of Fulton County, Georgia, being those westernmost tracts of 2.790 acres and 0.351 acre as shown on plat of survey for James W. Green by Brumbelow-Reese and Associates dated June 8, 1979, recorded in Plat Book 115, Page 76, Fulton County Records.

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ABBREVIATION LEGEND:

BC	= back of curb
C&G	= curb and gutter
CB	= catch basin
CD	= check dam
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pin
DI	= drop inlet
DIP	= ductile iron pipe
DWCB	= dbl. wing catch basin
EP	= edge of pavement
FC	= face of curb
FES	= flared end section
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
GP	= guy pole
HW	= head wall
IPF	= iron pin found
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PL	= property line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
TB	= thrust blocking
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

SYMBOL LEGEND:

- = existing concrete
- = existing asphalt
- = existing gravel/riprap
- = fire hydrant
- = guy wire
- = light pole
- = power pole
- = sanitary sewer manhole
- = clean out
- = transformer
- = water meter
- = single wing catch basin
- = grate inlet
- = junction box
- = head wall
- = buffer
- = bldg setback
- = fence
- = overhead electric
- = underground electric
- = water line
- = sanitary line
- = gas line
- = computed point

PARCEL INFORMATION:

Parcel Id No.:	12 246006450302 (Tract 1)	1.081 Ac.
	12 246006450328 (Tract 2)	0.811 Ac.
	12 246006450146 (Tract 3)	0.351 Ac.
Total Area this Tract:		2.243 Ac.

Property is Zoned DT-MU, City of Alpharetta

Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

REFERENCES:

1. Quitclaim Deed toMorley Holdings-Coffee Plantation, LLC recorded in Deed Book 53048,Page 634.
2. Limity Warranty Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 54052, Page 682.
3. Survey for James W. Green, prepared by Brumbelow Reese dated 6/08/1979.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121C0058F of Fulton County, GA. (Community Panel No.1300840058F), most recently revised 09/18/2013.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson BRx7 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
6. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
7. This plat has been calculated for closure and is found to be accurate within one foot in 164,650 feet.
8. Right of Way improvements were being constructed at the time of survey.

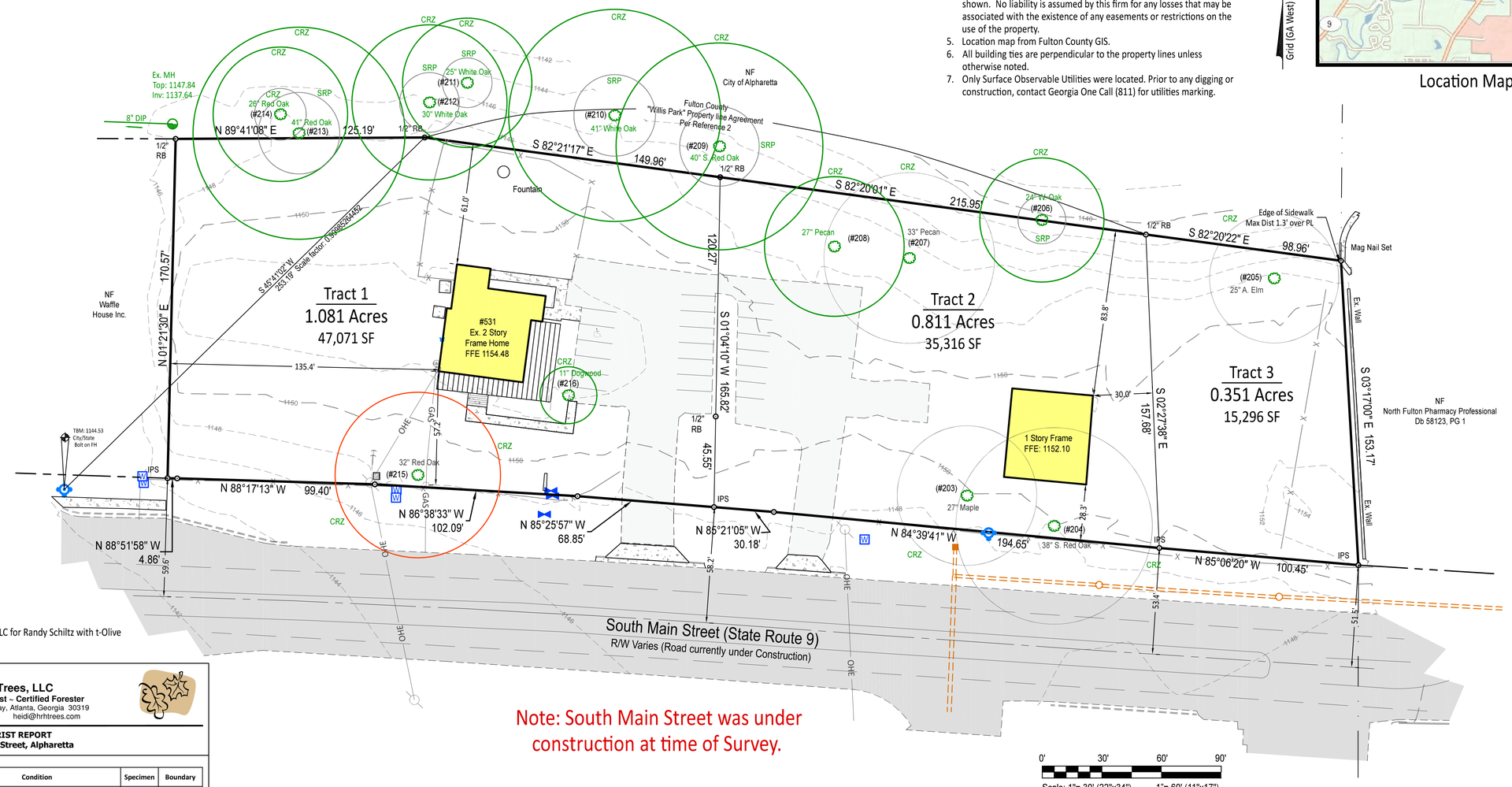
GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County GIS.
6. All building ties are perpendicular to the property lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.





Location Map N.T.S.



Note: South Main Street was under construction at time of Survey.

Arborist Report:

Arborist Report prepared by HRH Trees, LLC for Randy Schiltz with t-Olive Properties, dated December 19, 2021.

HRH Trees, LLC
Certified Arborist – Certified Forester
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heid@hrhtrees.com

ARBORIST REPORT
531 S. Main Street, Alpharetta

Specimen Trees on Site:

Tree #	Tag #	Species	DBH	Condition	Specimen	Boundary
1	203	Silver Maple	27"	Large low side limb, include bark, off balance	No	No
2	204	So. Red Oak	38"	Poor - co-dominant trunk, grown around fence, heavy vine growth and minor dieback	No	No
3	205	Amer. Elm	25"	Poor - leaning, muti-trunked with included bark, debris at base	No	No
4	206	Water Oak	24"	Fair - barbed wire through & within tree, one main scaffold limb dead	No	Shared
5	207	Pecan	33"	Fair - trunk seam, old pruning wound with decay fungi present, 1 large broken limb	No	No
6	208	Pecan	27"	Fair - bifurcated trunk	Yes	No
7	209	So. Red Oak	40"	Poor - bifurcated trunk, leaning, 3 main dead limbs, basal cavity	No	Yes
8	210	White Oak	41"	Good - 1 minor dead low limb to prune	Yes	Yes
9	211	White Oak	25"	Good - poison ivy vine to cut	Yes	Yes
10	212	White Oak	30"	Fair to good - bifurcated upper trunk	Yes	Yes
11	213	Red Oak	41"	Fair – minor mistletoe in crown, 1 main dead limb	Yes	Yes
12	214	Red Oak	26"	Fair - slightly one-sided, 2 dead limbs	Yes	Yes
13	215	Red Oak	32"	Poor - hollow, significant mistletoe, epicormic shoots, basal decay fungi	No	No
14	216	Dogwood	11"	Fair to good	Yes	No

ENVIRONMENTAL NOTES:

1. No attempt was made by this firm to determine presence of wetlands.
2. Trees indicated on this map are specimen trees as defined by the jurisdictional Tree Ordinance in effect as of the date of fieldwork.
3. Certification applies to the location of trees, but does not extend to the identification of species.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Carlson BRx7 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

RTK GPS BOUNDARY & TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum: NAVD 88 (2012 B)
2. Type of Survey: RTK (Real Time Kinematic)
3. Average Positional Accuracy Per Point: 0.04'
4. Horizontal Datum: NAD83 (2011)
5. Fixed Control Used: SmartNet network.
6. Geoid: Elipsoid: GRS1980
7. Combined Grid Factor: 0.99985264462 (At Listed Benchmark)
8. Contours displayed at a 2-foot interval.
9. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.
10. Date of Fieldwork: 12/15/21.

Engineering 303

Boundary, Topographic & Tree Survey for:

Wills Overlook

City of Alpharetta
1st District, 2nd Section
Land Lot 645
Fulton County, GA

GEORGIA REGISTERED NO. 2721 12/21/12 LAND SURVEYOR MARIO G. FORTE
Mario G. Forte
GA Cert. of Auth. LSF 1121

Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

Drawn: KFT
Date: 12/20/21
Sheet
Survey-1
Project Number
21-4874

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Grid (GA West)

Area This Tract

97,682 Sq. Ft.
2.243 Acres

PARCEL INFORMATION:

Parcel Id No.:	12 246006450302 (Tract 1)	1.081 Ac.
	12 246006450328 (Tract 2)	0.811 Ac.
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Total Area this Tract:		2.243 Ac.

Property is Zoned DT-MU, City of Alpharetta

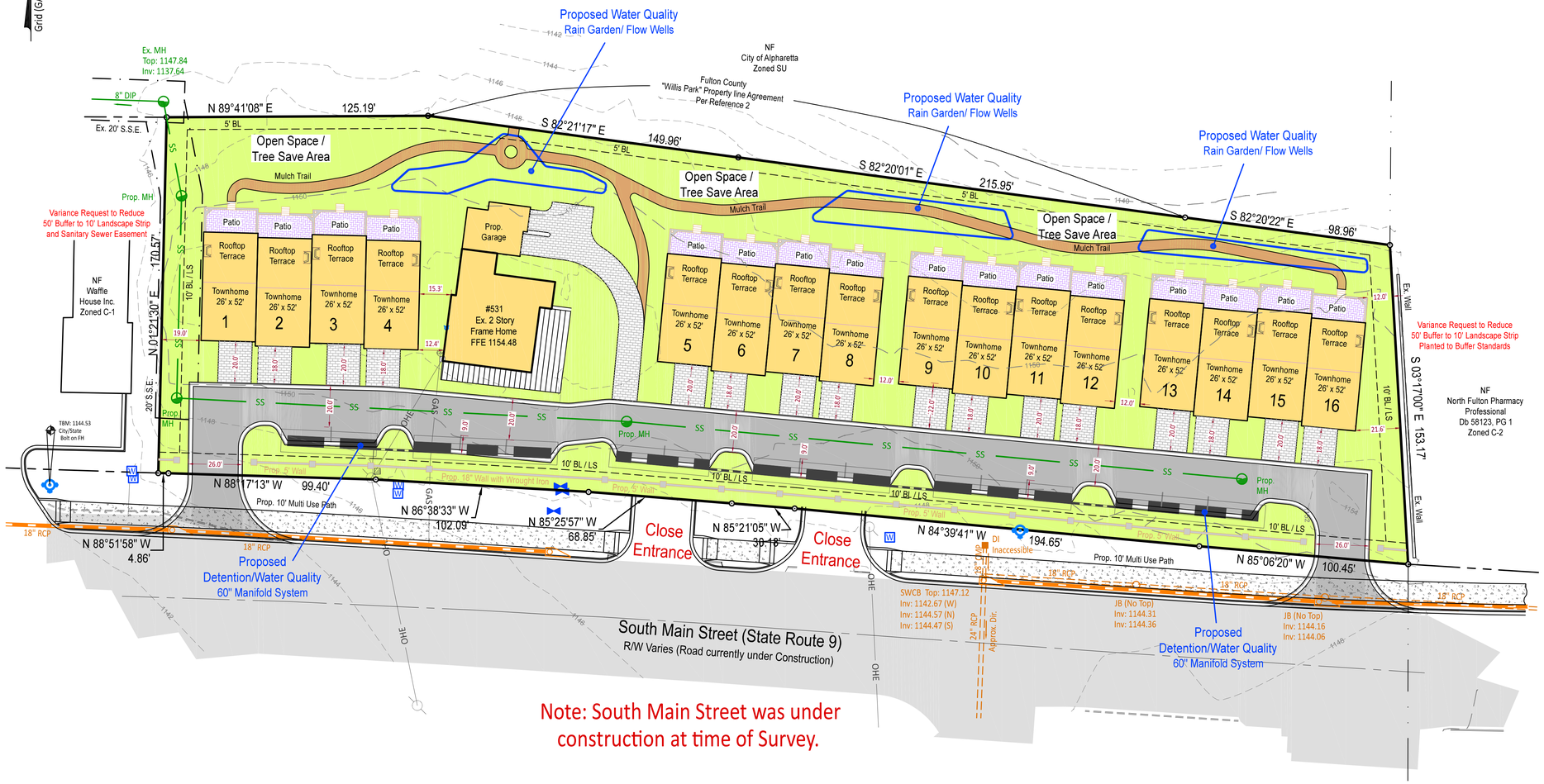
Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson BRx7 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
6. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
7. This plat has been calculated for closure and is found to be accurate within one foot in 164,650 feet.
8. Right of Way improvements were being constructed at the time of survey.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County GIS.
6. All building ties are perpendicular to the property lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.



Note: South Main Street was under construction at time of Survey.

Zoning Notes:

1. Townhomes will require sprinkler systems.
2. Common use area such as Pocket Park are required to meet 2010 ADA.

Site Information

Owner:	Morley Holdings Coffee Plantation LLC 14765 Glenn Creek Way Alpharetta Ga 30004
Contact:	John Morley
Email:	Johnjmorley@icloud.com
Developer:	Octave Built 5865 North Point Pkwy Suite 150 Alpharetta, Ga. 30022
Contact:	Paul Nocharli
Phone:	404-345-6075 Cell
Email:	nocharli@octavebuilt.com
Addresses:	531 South Main St
Current Zoning:	Downtown Mixed-Use (DT-MU)
Overlay District:	Downtown
Future Land Use:	Mixed Use
Proposed Use:	Downtown Mixed-Use (DT-MU)

Building Setbacks (DT-MU):

Front:	10'
Side:	None, 10' between structures
Rear (No Alley):	6'
Rear (Alley):	3'
District Density:	10 units/acre
Proposed Density:	7.58 units/acre
Proposed Units:	1 Detached Home / Office / Retail 16 Townhomes

Lot Standard Requirements:

Detached House	2,500 SF
Semi-Detached	2,500 SF
Townhome	900 S.F.
Min. Lot Width	20' Width (Townhome) 25' (House)
Proposed Townhome	2,500+/- SF
Impervious Lot Coverage:	80% max
Maximum Building Height:	4 stories/60 feet
Required Parking:	2.5 spaces per unit or 43 spaces
Proposed Parking:	2 Indoor + 2 driveway +16 street = 80 spaces proposed

Required Amenity Space: 10.00% or 9,770 SF
Proposed Amenity Space: ___% or ____ SF

REFERENCES:

1. Quitclaim Deed toMorley Holdings-Coffee Plantation, LLC recorded in Deed Book 53048,Page 634.
2. Limity Warranty Deed to Morley Holdings-Coffee Plantation, LLC recorded in Deed Book 54052, Page 682.
3. Survey for James W. Green, prepared by Brumbelow Reese dated 6/08/1979.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121C0058F of Fulton County, GA. (Community Panel No.1300840058F), most recently revised 09/18/2013.

0' 30' 60' 90' 120'

Scale: 1"= 30' (22"x34 Prints) 1"= 60' (11"x17" Prints)

ENVIRONMENTAL NOTES:

1. No attempt was made by this firm to determine presence of wetlands.
2. Trees indicated on this map are specimen trees as defined by the jurisdictional Tree Ordinance in effect as of the date of fieldwork.
3. Certification applies to the location of trees, but does not extend to the identification of species.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Carlson BRx7 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

Proposed Use
16 Townhomes (26' x 52') and one existing building, Private Home / Office / Retail

Property is Zoned Downtown Mixed-Use. DT-MU
Area this Tract = 2.243 Ac.

Engineering 303
Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

Zoning Exhibit for:
531 South Main Street.
Wills Overlook
City of Alpharetta
1st District, 2nd Section
Fulton County, GA
Land Lot 645

GEORGIA REGISTERED LAND NO. 23747 PROFESSIONAL ENGINEER BRIAN J. KING
June, 2022

Drawn: BJK
Date: 6-8-2022
Sheet
Zoning
Project Number
21-4874

This drawing is the property of Engineering303, L.L.C. and is not to be reproduced or copied in whole or in part or used for furnishing information to others, or for any other purpose detrimental to the interest of Engineering303, L.L.C. and is to be returned upon request.

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ABBREVIATION LEGEND:

BC	= back of curb
C&G	= curb and gutter
CB	= catch basin
CD	= check dam
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pin
DI	= drop inlet
DIP	= ductile iron pipe
DWCB	= dbl. wing catch basin
EP	= edge of pavement
FC	= face of curb
FES	= flared end section
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
GP	= guy pole
HW	= head wall
IPF	= iron pin found
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PL	= property line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
TB	= thrust blocking
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

SYMBOL LEGEND:

= existing concrete
= existing asphalt
= existing gravel/riprap
= fire hydrant
= guy wire
= light pole
= power pole
= sanitary sewer manhole
= clean out
= transformer
= water meter
= single wing catch basin
= grate inlet
= junction box
= head wall
= buffer
= bldg setback
= fence
= overhead electric
= underground electric
= water line
= sanitary line
= gas line
= computed point

Grid (GA West)

PARCEL INFORMATION:

Parcel Id No.:	12 246006450302 (Tract 1)	1.081 Ac.
	12 246006450328 (Tract 2)	0.811 Ac.
	12 246006450146 (Tract 3)	0.351 Ac.
Total Area this Tract:		2.243 Ac.

Property is Zoned DT-MU, City of Alpharetta

Building setback lines are not shown hereon. Any setbacks and buffers shown are governed by the local jurisdiction and should be confirmed in writing prior to land planning or any construction activities.

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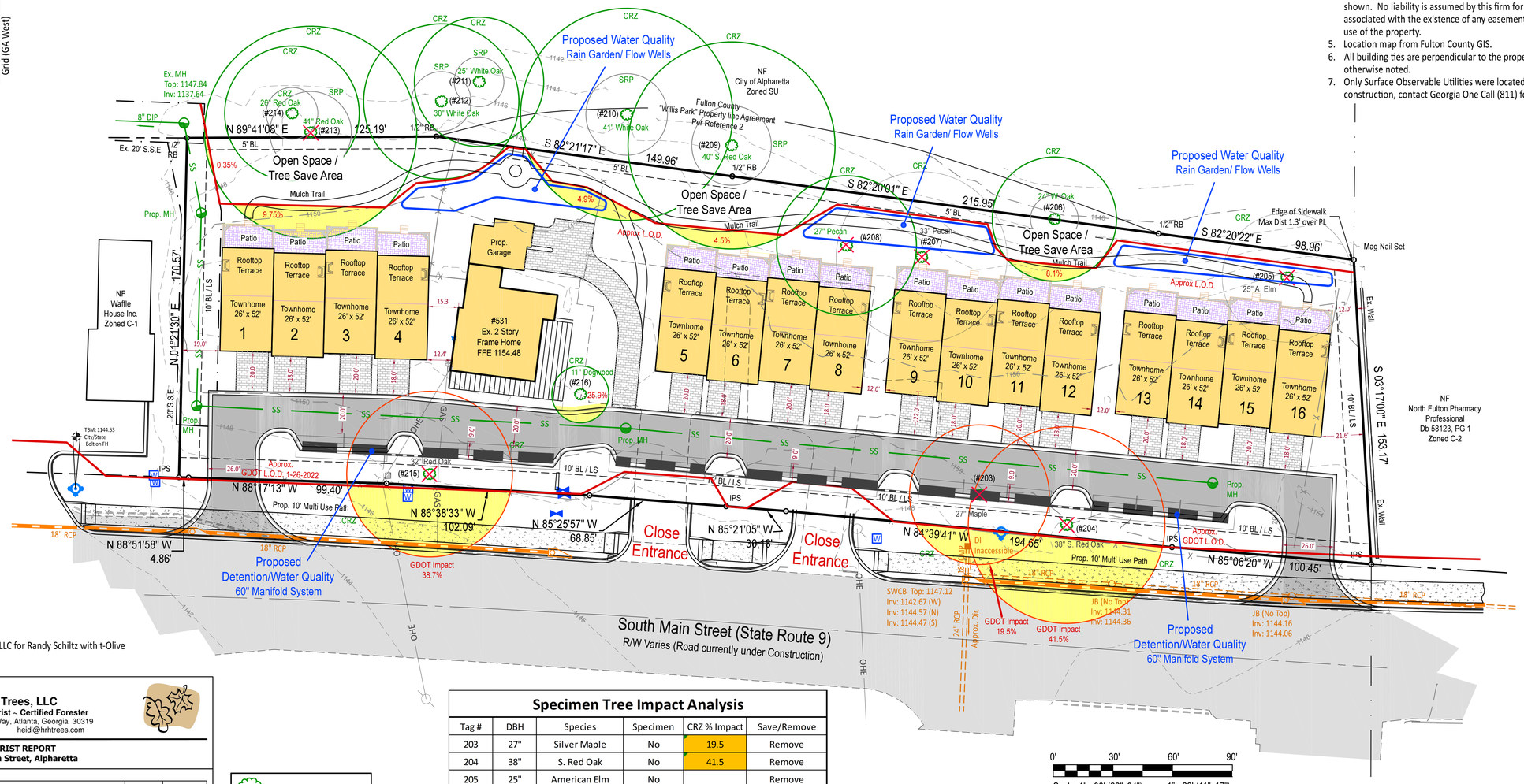
SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson BRx7 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
6. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
7. This plat has been calculated for closure and is found to be accurate within one foot in 164,650 feet.
8. Right of Way improvements were being constructed at the time of survey.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County GIS.
6. All building ties are perpendicular to the property lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.



Arborist Report:

Arborist Report prepared by HRH Trees, LLC for Randy Schiltz with t-Olive Properties, dated December 19, 2021.

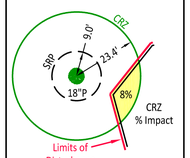
HRH Trees, LLC
Certified Arborist ~ Certified Forester
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heidi@hrhtrees.com

ARBORIST REPORT
531 S. Main Street, Alpharetta

Specimen Trees on Site:

Tree #	Tag #	Species	DBH	Condition	Specimen	Boundary
1	203	Silver Maple	27"	Large low side limb, include bark, off balance	No	No
2	204	So. Red Oak	38"	Poor - co-dominant trunk, grown around fence, heavy vine growth and minor dieback	No	No
3	205	Amer. Elm	25"	Poor - leaning, muti-trunked with included bark, debris at base	No	No
4	206	Water Oak	24"	Fair - barbed wire through & within tree, one main scaffold limb dead	No	Shared
5	207	Pecan	33"	Fair - trunk seam, old pruning wound with decay fungi present, 1 large broken limb	No	No
6	208	Pecan	27"	Fair - bifurcated trunk	Yes	No
7	209	So. Red Oak	40"	Poor - bifurcated trunk, leaning, 3 main dead limbs, basal cavity	No	Yes
8	210	White Oak	41"	Good - 1 minor dead low limb to prune	Yes	Yes
9	211	White Oak	25"	Good - poison ivy vine to cut	Yes	Yes
10	212	White Oak	30"	Fair to good - bifurcated upper trunk	Yes	Yes
11	213	Red Oak	41"	Fair – minor mistletoe in crown, 1 main dead limb	Yes	Yes
12	214	Red Oak	26"	Fair - slightly one-sided, 2 dead limbs	Yes	Yes
13	215	Red Oak	32"	Poor - hollow, significant mistletoe, epicormic shoots, basal decay fungi	No	No
14	216	Dogwood	11"	Fair to good	Yes	No

= Hardwood
= Pine



CRZ = Critical Root Zone
SRP = Structural Root Plate
TPF = Tree Protection Fence

Specimen Tree Impact Analysis

Tag #	DBH	Species	Specimen	CRZ % Impact	Save/Remove
203	27"	Silver Maple	No	19.5	Remove
204	38"	S. Red Oak	No	41.5	Remove
205	25"	American Elm	No		Remove
206	24"	Water Oak	No	8.1	Save
207	33"	Pecan	No		Remove
208	27"	Pecan	Yes		Remove
209	40"	S. Red Oak	No	4.5	Save
210	41"	White Oak	Yes	4.9	Save
211	25"	White Oak	Yes	0	Save
212	30"	White Oak	Yes	0	Save
213	41"	Red Oak	Yes	10.1	Save
214	26"	Red Oak	Yes	0	Save
215	32"	Red Oak	No	38.7	Remove
216	11"	Dogwood	Yes	25.9	Save ?
		Impact by GDOT			

ENVIRONMENTAL NOTES:

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3. Certification applies to the location of trees, but does not extend to the identification of species.

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2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

16 Townhomes (26' x 52')

Property is Zoned Downtown Mixed-Use. DT-MU
Approx. area this Tract = 2.243± Ac.

Note: Existing Tree 216 is an 11" Dogwood located adjacent to the existing building and parking lot. The CRZ is currently covered with over 50% impervious.

engineering 303

Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

Concept Site Plan for:
531 South Main Street.
Willis Overlook
City of Alpharetta
1st District, 2nd Section
Fulton County, GA
Land Lot 645

GEORGIA REGISTERED NO. 23747 PROFESSIONAL ENGINEER BRIAN J. KING
June, 2022

Drawn: BJK
Date: 6-8-2022
Sheet
Zoning / Trees
Project Number
21-4874

TREE SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	MIN. SIZE AT PLANTING	QTY	TOTAL INCHES	NATIVE	OVER-STORY	% GENUS
	ACE OGL	Acer rubrum 'October Glory' October Glory Red Maple	3" Cal.	6	18	6	6	4.00%
	AME GRA	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Apple Serviceberry	3" Cal.	3	9	3		2.00%
	BET DUR	Betula nigra 'BNMTF' TM Dura Heat River Birch	4" Cal.	6	24	6	6	4.00%
	CAR AME	Carpinus caroliniana American Hornbeam	4" Cal.	6	24	6	6	4.00%
	CER CAN	Cercis canadensis Eastern Redbud	3" Cal.	10	30	10		6.67%
	COR	Cornus florida 'Cherokee Princess' Cherokee Princess Flowering Dogwood	3" Cal.	16	48	16		10.67%
	ILE	Ilex x `Emily Bruner` Emily Bruner Holly	9-10` Ht.	18	36			12.00%
	JUN EAS	Juniperus virginiana Eastern Redcedar	9-10` Ht.	3	6	3		2.00%
	LIQ	Liquidambar styraciflua 'Fastigiata' Columnar Sweet Gum	3" Cal.	12	36	12		8.00%
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	9-10` Ht.	3	6	3		2.00%
	NYS SYL	Nyssa sylvatica Tupelo	3" Cal.	3	9	3	3	2.00%
	PIS CHI	Pistacia chinensis Chinese Pistache	3" Cal.	4	12		4	2.67%
	QUE	Quercus shumardii Shumard Red Oak	4" Cal.	17	68	17	17	11.33%
	TAX MIC	Taxodium distichum 'Mickelson' TM Shawnee Brave Bald Cypress	3" Cal.	6	18	6	6	4.00%
	THU DEG	Thuja occidentalis `Degroot`s Spire` Degroot`s Spire Arborvitae	9-10` Ht.	37	111			24.67%
OFF-SITE (WAFFLE HOUSE) ENHANCED LANDSCAPE STRIP PLANTING								
	ILE	Ilex x `Emily Bruner` Emily Bruner Holly	9-10` Ht.	6	12			
	JUN EAS	Juniperus virginiana Eastern Redcedar	9-10` Ht.	12	24	Y		
	MAG	Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia	9-10` Ht.	3	6	Y		
	NYS SYL	Nyssa sylvatica Tupelo	3" Cal.	3	9	Y	Y	
TOTALS		ON-SITE		150	455	60.67%	32.00%	MAX GENUS THU DEG 24.67%
		OFF-SITE		24	51			
		OVERALL		174	506			

SITE DATA:
PARCEL ID NO.:
12 2460006450302 (TRACT 1) 1.081 AC
12 2460006450328 (TRACT 2) 0.811 AC
12 2460006450146 (TRACT 3) 0.351 AC
TOTAL AREA: 2.243 AC

CITY OF ALPHARETTA
DOWNTOWN OVERLAY DISTRICT
ZONING: DT-MU, DOWNTOWN MIXED-USE

OVERALL SITE DENSITY:
130 INCHES PER ACRE
SDF = 2.243 AC x 130 INCHES/AC = 291.59 INCHES
EDF = TO BE DETERMINED WITH ADDITIONAL TREE SURVEY
RDF = EDF - 291.59 INCHES
PROPOSED INCHES:

SPECIMEN RECOMPENSE:
71 INCHES X 3 = 213 INCHES
(SEE TABLE, CIVIL PLANS, ZONING-TREES)

50' LANDSCAPE BUFFER VARIANCES:
EAST: REDUCTION TO 10' LANDSCAPE STRIP
AND
WEST: REDUCTION TO 10' LANDSCAPE STRIP WITHIN 20' SANITARY SEWER EASEMENT; ENHANCE 10' LANDSCAPE STRIP ON ADJACENT PROPERTY AS PART OF BOUNDARY AGREEMENT
PLANTED TO ALPHARETTA STANDARDS (SEE TABLE)

STREET FRONTAGE, 10' LANDSCAPE STRIP:
SOUTH MAIN STREET (STATE ROUTE 9)
548.45 LF (EXCLUDING DRIVES)
TREES: 548.5 LF/40 = 14
SHRUBS: 548.5 LF/35 LF x 10 = 157 SHRUBS
NO TURFGRASS

PLANT_SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	ABE	Abelia x `Rose Creek` Rose Creek Abelia	3 gal.	20
	AZA	Azalea x `Gumpo Pink` Gumpo Pink Satsuki Azalea	3 gal.	91
	DIS VTJ	Distylium x `Vintage Jade` Vintage Jade Distylium	3 gal.	81
	GAR FRO	Gardenia jasminoides `Frostproof` Frostproof Gardenia	2` Ht.	44
	HYD	Hydrangea quercifolia Oakleaf Hydrangea	3 gal.	15
	IC	Ilex crenata `Sky Pencil` Sky Pencil Japanese Holly	4` Ht.	7
	ILE STO	Ilex vomitoria 'Stokes Dwarf' Stokes Dwarf Yaupon Holly	3 gal.	53
	LOR BLU	Loropetalum chinense `Blush` Blush Fringe Flower	3` Ht.	25
	MUH	Muhlenbergia capillaris Pink Muhly Grass	2` Ht.	120
	OSM FRA	Osmanthus fragrans Sweet Olive	6` Ht.	49
	PEN HAM	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	3 gal.	80
	RHO CAN	Rhododendron canescens Wild Azalea	3` Ht.	10
	VIB	Viburnum plicatum tomentosum `Mariesii` Double File Viburnum	3` Ht.	5

NORTH:

SCALE: 0 30' 45' 60'
SCALE: 1"=30'

GEORGIA811 www.Georgia811.com Know what's below. Call before you dig.

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.

SHRUB AREAS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	SGN	Juniperus chinensis `Sargentii` Sargent Juniper	3 gal.	30" o.c.	502
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	CARX	Carex cherokeensis Cherokee Sedge	4"	12" o.c.	657
	PHL	Phlox stolonifera Creeping Phlox	4"	12" o.c.	143
	SEA	Seasonal Color	4"	12" o.c.	33



SURVEY/BASE INFORMATION PREPARED BY OTHERS; FRAWLEY ASSOCIATES LLC DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

REVISIONS:

DATE	#
- -	

STATE OF GEORGIA
PETER J. FRAWLEY
766
REGISTERED LANDSCAPE ARCHITECT

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

WILLS OVERLOOK

531 S. MAIN STREET
LL 645, 1ST DISTRICT, 2ND SECTION
ALPHARETTA, GEORGIA

LANDSCAPE CONCEPT

SCALE: AS SHOWN

DATE: 06/24/2022

PROJECT: FA-22039

SHEET L-1

SHEET 1 OF 1

TREE SCHEDULE

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	CER CAN	Cercis canadensis Eastern Redbud	3" Cal.	10	30	10		6.67%
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675 SEMINOLE AVE (SUITE 101)
ATLANTA, GA 30307 (404) 874-5091

WILLS OVERLOOK

531 S. MAIN STREET
LL 645, 1ST DISTRICT, 2ND SECTION
ALPHARETTA, GEORGIA

LANDSCAPE CONCEPT

SCALE: AS SHOWN

DATE: 06/24/2022

PROJECT: FA-22039

SHEET L-1

SHEET 1 OF 1

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: Wills Overlook, LLC

Subject Public Hearing Case: Wills Overlook

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: 0.00

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 10/11/22

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-21-10/Z-21-12/CU-21-14/V-21-29 CONTINUUM/OXFORD GREEN

CITY COUNCIL: OCTOBER 17, 2022

This item was considered at the 10/6/2022 Planning Commission meeting. Staff recommended approval subject to 41 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's changes to conditions #6 and 20. Vote 6-0

II. RECOMMENDATION:

Approve MP-21-10/Z-21-12/CU-21-14/V-21-29 Continuum/Oxford Green, subject to the following conditions:

1. The 51.86-acre property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kimley-Horn, dated 9/26/22, 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.
2. Architectural style shall be representative of the submitted renderings, labeled Exhibit A, with final approval by DRB.
3. Minimum percentage of commercial use shall be 4%.
4. Development regulations shall be as follows (The entitlements below shall be deducted from the Oxford Green Phase 2 Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
    a. Office – Office use shall be limited to no more than 1,325,299 square feet, which shall include the existing 517,399 square foot office building. Building heights shall be limited to no more than 8 stories.
    b. Commercial – Retail uses shall be limited to no more than 36,900 square feet and restaurant use shall be limited to no more than 36,900 square feet. Retail uses shall be limited to service retail incidental to office and residential. Retail buildings shall have a minimum height of 2 stories and no more than 3 stories.
    c. 'For-Sale' Residential – Up to 98 'Dwelling, 'For-Sale' Townhomes shall be permitted in up to 4 story buildings. No more than 10% shall be rented as stated in the HOA documents.
    d. 'For-Rent' Residential – After January 1, 2024, 280 'Dwelling, 'For-Rent' units shall be permitted a Certificate of Occupancy in accordance with UDC 'For-Rent' requirements. At-grade 'For-Rent' units shall be limited to no more than 3 sides of the building and shall have walkouts with sidewalk connections. Maximum building height shall be 6 stories. Units shall be studio, 1, 2, and 3 bedrooms with no more than 30% of the units being 2-bedroom and no more than 5% being 3-bedroom. 'For-Rent' units shall be constructed concurrently with a minimum 193,200 square feet of office use, which may include the rehabilitation of the existing office building. A Certificate of Occupancy shall not be issued for rental units until 193,200 square feet of office has been constructed/rehabilitated or is substantially under construction/rehab as determined by Staff. The 'For-Rent' units shall be part of a mixed-use development containing a minimum 50 acres and incorporating retail/restaurant, 'For-Sale' residential, neighborhood grocery and a minimum of 193,200 square feet of office. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure gated parking, resident's lounge, business center, on-site management office, concierge services and secure elevator access. If a building permit is not issued by October 17, 2025 residential units shall revert to 'For-Sale' only.
    e. Parking Decks – Maximum 8 levels, substantially as depicted on the site plan prepared by Kimley-Horn, dated 9/26/22, except that parking deck height shall not exceed the finished height of the building it serves. Parking decks visible from Windward Parkway, Westside Parkway and Georgia 400 shall be treated with comparable materials and finishes as the buildings they serve. Screening of parking decks with evergreen landscaping of sufficient size shall be required, as approved by Staff. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
5. Oxford Green Phase 2 shall be limited to the following uses and further restricted by conditions of zoning:

a. Office/Research & Development
b. Service Retail
c. Restaurant (no drive thru)
d. Residential – 'For-Sale' and 'For-Rent'

6. Service retail uses shall be those customarily accessory to or amenities for office and residential use, restricted to the following:
    a. Art Gallery
    b. Bakery
    c. Bank, Financial Services
    d. Barber Shop/Beauty Shop
    e. Book Store
    f. Brewery
    g. Clinic (subject to conditional use)
    h. Computer Supply Store
    i. Copy Center/Print Shop
    j. Day Care
    k. Drug Store (not to exceed 2,000 SF)
    l. Dry Cleaning Pick-up Station
    m. Fitness Studio
    n. Florist, Retail without Greenhouse
    o. Nail Salon
    p. Neighborhood Grocery (min. 3,000 SF)
    q. Office Supply Store (not to exceed 2,000 SF)
    r. Package Shipping Store
    s. Pet Day Care
    t. Pet Grooming
    u. Restaurant (no drive-thru)
    v. Retail Sales and Services Establishment
    w. Shop or Studio, Craftsman/Artist
    x. School, Commercial
7. Minimum building setbacks shall be 20' on Windward Parkway and Westside Parkway. Side and rear setbacks shall be 10' and shall be in addition to required buffers. Building setbacks along internal streets shall be 10' for the 1st 60' of building height and 20' for buildings over 60'.
8. Minimum parking requirements shall be as depicted on the site plan and parking study prepared by Kimley-Horn, dated 9/26/22 and 9/28/22, respectively. Developer shall construct the parking deck on Parcel I to allow for the addition of a 7th level in order to accommodate an additional 273 parking spaces. If the City identifies a parking problem, developer shall construct the additional level of parking.
9. Developer shall expand the sidewalk along Westside Parkway to 8'.
10. New internal streets shall be substantially similar to the submitted Proposed Streetscape Plan, dated September 2022, including a reduction of the landscape strip along retail storefront streets from 10' to 0'. Retail storefront streets shall include landscaping in foundation planters and/or large planted decorative pots, as approved by DRB.
11. Pedestrian bridges, stairs, elevators and escalators may encroach over and into public spaces provided that they do not impede pedestrian circulation or safety.
12. Healthy trees shall be saved in the clouded areas depicted on the site plan prepared by Kimley-Horn, dated 9/26/22, with final approval by Staff. Tree removal in clouded areas shall be limited to dead, dying or unhealthy trees or for the installation of improvements such as trails and sidewalks, as approved by Staff.
13. Developer shall make reasonable efforts to save additional specimen trees, tree groupings and trees of quality, as approved by Staff.
14. Existing landscape strip trees along Westside Parkway and Windward Parkway, determined to be in good condition and depicted to be removed, shall be spaded and relocated on-site, as approved by Staff.
15. Minimum 16.04 acres of open space shall be provided which shall include a minimum 5.186 acres of civic space.
16. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and open space within the development and across Windward Parkway. Pedestrian crossings within the development shall be ramped and surface materials shall be brick pavers, cobblestones or architecturally treated concrete, as approved by Staff. Bicycle facilities shall be provided throughout the development, including a bicycle-share station.

17. Detention facilities shall not be visible from the public right-of-way, except as a decorative water feature, as approved by Staff.
18. Main entrances off Windward Parkway and Westside Parkway, as well as the corner of Westside Parkway and Windward Parkway shall include minimum 2,500 square foot of open space and shall incorporate a water feature, sculpture or similar focal point feature, as approved by the Cultural Arts Commission (CAC) and installed prior to 1st CO. Minimum 6 monuments/murals/sculptures shall be provided at prominent locations throughout the development, with unique monuments/murals/sculptures approved by the CAC. Approval and construction of at least 1 monument/mural/sculpture shall be required concurrent with the first CO for the 'For-Rent' building. A minimum of 1 additional monument/mural/sculpture shall be required concurrent with the CO for each subsequent phase of development. All sculptures shall be required prior to final CO issued for the last building constructed.
19. Parking decks and retaining walls shall receive architectural façade treatment or be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced. In areas where the parking decks are visible to the public, the decks shall be screened by over-sized landscaping (18' – 20' trees) or materials approved by DRB.
20. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development. A bus drop-off shelter shall be provided along Windward Parkway, if approved by MARTA. Developer shall work in good faith with MARTA to add the development to city bus routes in order to assist with transportation service for employees and will work with MARTA to explore consolidation of the 2 bus stops on the Windward Parkway frontage.
21. Prior to LDP, the applicant shall submit for approval a document to be entitled 'Continuum Design Standards'. This document shall include elevations or architectural themes of buildings, specifications for street furniture including benches, trash receptacles, lighting, fountains, bicycle racks, bus shelter, signage, landscaping themes, entrance treatments, and focal point features and shall be substantially similar to the submitted renderings, as amended. Design standards will be presented to Staff and the DRB for review and approval.
22. Plans for buildings, landscaping and signage (in the form of a 'sign package') shall be subject to review and approval by the DRB.
23. Backside of buildings or 'back of house' functions (such as loading or dumpster area) shall not be visible from the public right-of-way. Parapet walls shall be used as needed to screen rooftop mechanical equipment and views.
24. At least 1 rooftop amenity shall be required within the development. Restaurants shall include outdoor dining areas.
25. Streets within the development shall be private and shall include a planted median at the main entrances off Windward Parkway and Westside Parkway, with sufficient space for tree plantings. Developer shall be responsible for the maintenance of medians within the development site. Planting and maintenance shall be in accordance with a plan approved by Staff.
26. Prior to the first LDP, applicant shall submit a revised master plan for the property incorporating the approved conditions, as well as the following:
    a. Approved specifications and standards identified for each use within the total development;
    b. Pedestrian/bicycle network; and
    c. Overall planned green space areas.
27. Every plan submitted for an LDP shall include an on-going density, open space and acreage tabulation.
28. All site plans and civil design plans hereafter submitted to the City of Alpharetta shall state as the first note: "This plan reflects conditions stipulated through public hearing regarding case MP-21-10/Z-21-12/CU-21-14/V-21-29 Continuum/Oxford Green"
29. In order to obscure parking lots, surface parking shall be screened from Windward Parkway and Westside Parkway with architectural features and/or landscaping, with final approval by DRB.
30. A 20' landscape strip planted with trees and shrubs shall be provided along Windward Parkway and Westside Parkway, except that the landscape strip along Windward Parkway shall be reduced to 17' for a length of approximately 46', as depicted in the site plan prepared by Kimley-Horn, dated 9/26/22.
31. Minimum 10' planted buffer and setback shall be provided along the south property line, as depicted on the site plan by Kimley-Horn, dated 9/26/22.
32. Provide detailed street planting for Windward Parkway, Westside Parkway and new private streets. Landscape plan shall be approved prior to issuance of a LDP and shall retain the current mature street trees, except at curb cuts along Windward Parkway and Westside Parkway, as approved by Staff.
33. Parking lot islands shall be planted with trees, shrubs and ground covers. Provide sufficient green space to screen parking decks.

34. To mitigate stream impervious setback impacts, developer shall remove existing encroachments and 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. These can include, removing fallen trees from 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.

General Conditions of Approval to GRTA Notice of Decision (The following are conditions recommended by the Georgia Regional Transportation Authority and incorporated into a document, dated February 3, 2022, RE: DRI 3508 – Continuum Alpharetta.):

Pedestrian, Bicycle and Transit Facilities

35. Provide pedestrian connectivity between all buildings and uses within the project site.
36. Connect sidewalks along Driveway C and Driveway D into the site, providing a direct connection for the MARTA bus shelter located here to access the site.
37. Construct sidewalks at the Future Transit Stop listed on the site plan to have a direct entrance into the site.

Roadway and Access Improvements

Westside Parkway at Site Driveway A:

38. Construct one (1) exclusive westbound right-turn lane exiting Site Driveway A.

Windward Parkway at Site Driveway B:

39. Extend the westbound left-turn land along Windward Parkway entering the site by up to 550 feet and provide a flashing yellow arrow permissive/protected phase.
40. Construct one (1) additional northbound left-turn lane with a flashing yellow permissive/protected phase and one (1) additional northbound right-turn lane exiting Site Driveway B.
41. Provide a northbound right-turn overlap phase exiting the site.

III. REPORT IN BRIEF:

The applicant, SWVP Alpharetta, LLC, is requesting a master plan amendment, rezoning, conditional use and variances to allow a 51.86-acre mixed-use development consisting of 1,325,299 square feet of office (517,399 square feet existing), 73,800 square feet of retail/restaurant use, 98 'For-Sale' townhome units and 280 'For-Rent' units. A master plan amendment is requested to Phase 2 of the Oxford Green Master Plan and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A conditional use is requested to allow 'Dwelling, 'For-Rent' and 'Dwelling, 'For-Sale', Attached' and variances are requested to reduce parking, reduce minimum commercial percentage, modify various landscape strip requirements, and reduce impervious setbacks associated with a stream. The property is located at 5555 Windward Parkway at the southeast corner of Windward Parkway and Westside Parkway.

DISCUSSION

The submitted request, if approved, would allow for the construction of a 51.86-acre mixed-use development consisting of 1,325,299 square feet of office (517,399 square feet existing), 73,800 square feet of retail/restaurant use, 98 'For-Sale' townhome units and 280 'For-Rent' units. The proposed density is 7.29 dwelling units per acre. A master plan amendment is requested to Phase 2 of the Oxford Green Master Plan and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A conditional use is requested to allow 'Dwelling, 'For-Rent' and 'Dwelling, 'For-Sale', Attached' and variances are requested to reduce parking, reduce minimum commercial percentage, reduce landscape strips along new internal streets, reduce the landscape strip along Windward Parkway and allow utilities and easements in the landscape strip, eliminate an internal property line landscape strip along the south property line, and reduce impervious setbacks associated with a stream. The property is located at 5555 Windward Parkway at the southeast corner of Windward Parkway and Westside Parkway.

The property is developed with two (2), connected office buildings, consisting of 517,399 square feet, and a sixteen (16) acre surface parking lot. The property is zoned O-I (Office-Institutional) subject to the Oxford Green Master Plan Phase 2. Surrounding properties are zoned O-I to the east, south and west and C-1 (Neighborhood Commercial) and C-2 (General Commercial) to the north. The Plaza at Windward shopping center is located to the north, Cabernet Steakhouse, Hyatt Place and Georgia 400 are located to the east, a data center is located to the south, and a retail shopping center, Residence Inn by Marriott and office park are located to the west. The property has a comprehensive land use plan designation of 'Mixed Use'.

Oxford Green Master Plan was approved in 1988 as an office park with incidental retail use. In Phase 2 of the Master Plan, Tract A was approved with a non-residential density of 20,000 square feet per acre (1,037,200 square feet) and the highest non-residential density was approved in Tract B, which is 28,000 square feet per acre (1,235,640 square feet). Approximately 1,515,215 square feet of non-residential entitlement remains un-used in Oxford Green Phase 2. Commercial uses are limited in the master plan. The applicant requests a master plan amendment to the Oxford Green Master Plan Phase 2 to add residential and commercial uses and to amend various development standards. The table below compares the applicant's zoning proposal to the Oxford Green Master Plan Phase 2 entitlement.

Continuum Mixed-Use Development vs. Oxford Green Master Plan Phase 2 Entitlement

Use	Applicant's Proposal	Oxford Green, Tract A	Oxford Green, Tract B
Residential	280 'For-Rent' Units 98 'For-Sale' Townhomes	Use not permitted	
Residential Density	7.98 dwelling units/acre	N/A	
Office	1,325,299 SF (517,399 SF existing)	1,037,200 SF (517,399 SF existing)	1,235,640 (240,226 SF existing)
Commercial	73,800 SF	Limited permitted and accessory uses	Limited permitted and accessory uses
Non-Residential Density	26,978 SF/acre	20,000 SF/acre	28,000 SF/acre
Open Space	16.1 acres (31%)	N/A	N/A

A rezoning is requested from O-I to MU and a conditional use is requested to allow 'Dwelling, 'For-Rent' Residential' and 'Dwelling, 'For-Sale' Attached' use. The applicant also requests the following variances:

1. Parking reduction from 6,693 to 5,020 spaces, or a 25% reduction (-1,673 spaces). The Unified Development Code (UDC) allows for up to a 25% shared parking reduction if it can be demonstrated that principal uses would not utilize shared parking areas during the same hours. The submitted parking study concludes that the site is projected to generate a peak demand of 4,779 parking spaces during weekday peak hour conditions at 10:00 AM. Staff reviewed the applicant's parking study and agrees with the report's conclusions. If additional parking is needed, the applicant proposes to add a 7th level to the parking deck at the south entrance to the property, which would accommodate an additional 273 spaces. Parking variances have been approved at two (2) mixed-use developments in the City, including at Northwinds Summit and Windward Park to reduce office parking by up to 25%.
2. Reduce the minimum commercial use requirement from ten percent (10%) to four percent (4%) in the MU district.
3. Reduce landscape strip along the south property line from five-feet (5') to zero-feet (0').
4. Reduce impervious setback related to an intermittent stream from 75' to 70' as depicted on the site plan to allow for grading associated with the proposed streetscape sections and multi-use trails. The applicant proposes to remove 10,765 square feet of existing impervious encroachments (parking lots and drive aisle) into stream impervious setbacks and buffers. To mitigate a proposed 36,781 square foot

encroachment, the applicant proposes to remove invasive species and replant the areas with a mix of native tree and shrub plantings.

5. Reduce the landscape strip along Windward Parkway from twenty-feet (20') to seventeen-feet (17') for approximately 46' and allow utilities and easements in the landscape strip.
6. Reduce landscape strips along new internal streets from ten-feet (10') to zero-feet (0'), as depicted on the submitted Proposed Streetscape Plan. Landscape strips are provided along most new streets, except for in retail storefront and office areas of the development.

SITE PLAN

The submitted site plan depicts an existing office building (517,399 square feet) to remain with two (2) story office over retail buildings at the corner of Windward Parkway and Westside Parkway. The existing office building is proposed to be split into two (2) buildings with a pedestrian breezeway. Three (3) office buildings with structured parking, representing 807,900 square feet, are proposed on the east side of the property and have building heights ranging from six (6) to eight (8) stories. A 'For-Rent' building with first floor active uses and structured parking is located at the center of the property and is proposed to be up to six (6) stories. Also at the center of the property is the village green, which includes several smaller buildings with retail and office uses with building heights up to three (3) stories. A six (6) level freestanding parking deck is depicted at the south entrance to the development off Westside Parkway and an eight (8) level freestanding parking deck is depicted near the middle entrance off Windward Parkway. 98, three (3) story 'For-Sale' townhomes are depicted on the south end of the property. The mixed-use development is proposed to have approximately 69% office, 27% residential, and four (4%) commercial. A variance is requested to reduce the minimum percentage of commercial use from ten percent (10%) to four percent (4%). 'For-Sale' residential use represents approximately 26% of the total residential proposed.

The existing office buildings are setback approximately 72' from Windward Parkway and 130' from Westside Parkway. The site plan reflects a twenty-foot (20') landscape strip and building setback along Windward Parkway and Westside Parkway. A ten-foot (10') setback and landscape buffer is proposed along the south property line adjacent to the proposed townhomes and adjacent to the existing hotel to the east. A ten-foot (10') setback is proposed adjacent to the Georgia 400 buffer. Building setbacks and landscape strips are variable along the new internal streets.

Access to the property is depicted from an existing driveway on Westside Parkway and three (3) driveways on Windward Parkway, of which the furthest driveway to the east is existing. Several new roads are proposed within the development, including Road A and Road C/E which provide connectivity between Westside Parkway and Windward Parkway through the development. Sidewalks are depicted along public roadways and interior streets. An eight-foot (8') sidewalk was recently constructed along Windward Parkway. The existing five-foot (5') sidewalk along Westside Parkway should be expanded to eight feet (8'). Eight-foot (8') sidewalks are proposed along new internal streets, except that streets leading to and within the townhome area are proposed to be six-feet (6').

Five (5) parking decks are proposed within the development, including two (2) freestanding parking decks to the south and east of the existing office building. Parking decks range in height from three (3) to eight (8) levels. A six (6) level, freestanding parking deck with 1,337 spaces is proposed in the southwest corner of the site near the project entrance on Westside Parkway. According to the applicant, this parking deck will be constructed to allow for the addition of a 7th level of parking with 273 spaces if additional spaces are needed. The site plan calls out 5,020 parking spaces for the mixed-use development, of which 262 spaces are surface spaces and the remaining are spread over the parking decks. As shown in the table below, UDC parking regulations require 6,693 parking spaces for the proposed development.

Continuum Mixed-Use Development – Required vs. Provided Parking

Use		UDC Parking Rate	Required
Office	1,325,299 SF	1/250 SF (gross)	5,301 spaces
For-Rent Units	280	2/unit + 1/20 units for guests	574 spaces
For-Sale Townhomes	98 (30-2 bd, 68-3 bd)	2 or more bedrooms – 1 space/bedroom	264 spaces
Retail	36,900 SF	1/200 SF	185 spaces
Restaurant	36,900 SF	1/100 SF	369 spaces
Total Required			**6,693 spaces**
Total Provided			**5,020 spaces***

*Applicant requests a 25% shared parking reduction (variance).

The applicant's site plan calls out 16.04 acres, or 31% open space. The MU district requires a minimum ten percent (10%) civic space, as well as one (1) acre of open space per 100 population generated by residential uses. Current U.S. Census estimates reflect 2.76 persons per household for the City. Therefore, 10.43 acres of open space and 5.19 acres of civic space (15.62 acres of open space) are required for the mixed-use development. The site plan depicts a variety of connected civic space areas, which start at the corner of Westside Parkway and Windward Parkway and flowing into the interior of the site to a central retail village green. Civic space is also depicted along new interior roadways and as trails along an existing stream. Amenity space is depicted in and around most buildings on the property with the areas developed as rooftop amenity, yards, balconies, landscaped areas, entry features, plazas, outdoor seating areas, and clubhouse/pool areas.

According to the applicant, clouded areas depicted on the applicant's site plan are tree save areas. If approved, healthy trees should be saved in these areas, except to allow for the improvement of trails and sidewalks. A potential stormwater management area is depicted under the parking deck in the southwest corner of the property, as well as a few bioretention areas throughout the development. The table below represents the applicant's development phasing plan, which contemplates renovation of the existing office building in the first phase, followed by the corner retail/office building, For-Sale residential, freestanding parking garage and multi-family building.

Continuum – Development Phasing Plan

Phase	Development Activity	Estimated Completion
1	Start construction on Office Building rehabilitation	Q3/Q4 2023
2a	Start Retail Building + Site Improvements at Windward / Westside intersection	Q4 2023/Q4 2024
2b	Phase 1 Residential 'For-Sale' Site Prep	Q3/Q4 2023
3a	Delivery Phase 1 Residential 'For-Sale' (first 33%)	Q2 2024
3b	Delivery Parking Garage 1	Q2 2024
4a	Delivery Retail Village + Multifamily	Q4 2024
4b	Delivery Phase 2 Residential 'For-Sale' (next 33%)	Q4 2024/Q1 2025
5	Delivery Phase 3 Residential 'For-Sale' (final 33%)	Q2 2026

'FOR-RENT' RESIDENTIAL

Careful consideration should be given to maintaining a balance between 'For-Rent' versus 'For-Sale' product in the City. The Horizon 2040 Comprehensive Land Use Plan identifies the following housing policy as it relates to maintaining a balance between owner-occupied and renter-occupied housing in the City:

> ***Housing Policy 2: Maintain a balance between 'owner-occupied' and 'renter-occupied' in Alpharetta such that at least 68% of the housing stock is 'owner-occupied'.***

There are several factors that should be considered with requests for 'For-Rent' product, such as mix of uses, design, long-term viability, impacts to City facilities and services, as well as traffic and school impacts. Office space already exists on the property and high-density housing should be tied to office space where jobs exist and are created, and service uses are available to limit vehicular trips. The existing 517,399 square feet of existing office and 807,900 square feet of new office would generate approximately 5,300 employees (1 employee per 250 square feet) to support the proposed mixed-use development.

The City's Rental Housing Study (updated June 2022) recommends an annual target entitlement of approximately 116 'For-Rent' units per year in order to achieve Housing Policy 2, as stated above. While the minimum 68% 'owner-occupied' housing policy is included in the Horizon 2040 Comprehensive Plan, the annual target recommendation is not an approved City policy. The current US Census American Community Survey 5-year estimates (2016 – 2020) show that the City is at 67.7% owner-occupied housing units, which is just below the minimum 68% owner-occupied in Housing Policy 2. As shown in the table below, the City has approved 555 'For-Rent' units and 250 assisted living units since 2019. If 'For-Rent' use is approved, a condition is recommended limiting a Certificate of Occupancy (CO) until 2024 in order to meet the City's housing policy. In addition, Staff adheres to a 5-year timeframe when making recommendations on public hearing requests for 'For-Rent' use. Housing policies are developed by the community as part of the City's Comprehensive Plan, which is updated every five (5) years.

Development	Number of units	Entitlement Year
North Point Mall Redevelopment	300	1/1/2021 (150 units)
Village Park at Wills II	91	1/1/2022
TPA Lakeview Park	255	1/1/2022
Heritage Davis Drive	159	1/1/2023

The applicant proposes 280 'For-Rent' units to be completed in one (1) phase of development. As shown in the table below, 'For-Rent' units are anticipated to be delivered in 2024. Rental units are proposed in two (2) large multi-family buildings at the center of the property, which are proposed to be up to six (6) stories with structured parking decks and on-site amenities. Ground-floor active uses (retail, office, and amenities) are required along storefront streets and ground-floor dwellings are limited to non-storefront streets. Residents will have access to dedicated covered parking and amenities, such as a pool and private outdoor amenity areas. A mix of studio, one (1), two (2) and three (3) bedroom units are proposed with one (1) and two (2) bedroom units making up 90% of the total units. The 280 'For-Rent' units would generate a population of approximately 773 persons which could occupy approximately 193,200 square feet of office (based on 1 employee per 250 square feet).

'For-Rent' Request – Certificate of Occupancy (CO) Year

	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Applicant's Proposal	0	0	280	0	0	0	0	0	0	280
Recommended Target	116	116	116	116	116	116	116	116	116	1,044
Cumulative Total	+116	+232	+68	+184	+300	416	532	648	764	764

TRAFFIC

Based on the uses proposed, the mixed-use development is expected to generate 931 AM Peak Hour trips and 998 PM Peak Hour trips, which represents a 27% decrease in AM Peak Hour trips and 28% decrease in PM Peak Hour trips compared to the original development mix proposed on the property. The total vehicle trip generation for the existing approval and proposed development is presented in the tables below.

Table 2:Net Trip Generation										
Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
DRI #3508 (December 2021) Densities			16,612	8,306	8,306	1,274	960	314	1,390	428	962
September 2022 Proposed Densities			11,538	5,769	5,769	931	709	222	998	293	705
Difference in Net Project Trips			*-5,074*	*-2,537*	*-2,537*	*-343*	*-251*	*-92*	*-392*	*-135*	*-257*
% Difference in Net Project Trips			*-30%*	*-30%*	*-30%*	*-27%*	*-26%*	*-29%*	*-28%*	*-31%*	*-27%*

Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Continuum Alpharetta DRI #3508 - August 2022
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	98 d.u.	700	47	11	36	58	37	21
221 Multi-Family Housing (Mid-Rise)	280 d.u.	1,524	94	24	70	119	73	46
310 Hotel	rooms	0	0	0	0	0	0	0
710 General Office Building	807,900 s.f.	8,052	786	676	110	829	133	696
820 Shopping Center	36,900 s.f. gross leasable area	1,392	35	22	13	141	68	73
932 High-Turnover (Sit-Down) Restaurant	36,900 s.f.	4,140	367	202	165	361	224	137
Gross Trips (new development)		**15,808**	**1,329**	**935**	**394**	**1,508**	**535**	**973**
Residential Trips		2,224	141	35	106	177	110	67
Mixed-Use Reductions		*-662*	*-39*	*-4*	*-35*	*-85*	*-51*	*-34*
Alternative Mode Reductions		*-78*	*-6*	*-2*	*-4*	*-5*	*-3*	*-2*
Adjusted Residential Trips		1,484	96	29	67	87	56	31
Hotel Trips		0	0	0	0	0	0	0
Mixed-Use Reductions		*0*	*0*	*0*	*0*	*0*	*0*	*0*
Alternative Mode Reductions		*0*	*0*	*0*	*0*	*0*	*0*	*0*
Adjusted Hotel Trips		0	0	0	0	0	0	0
Office Trips		8,052	786	676	110	829	133	696
Mixed-Use Reductions		*-282*	*-143*	*-87*	*-56*	*-27*	*-10*	*-17*
Alternative Mode Reductions		*-388*	*-33*	*-29*	*-4*	*-40*	*-6*	*-34*
Adjusted Office Trips		7,382	610	560	50	762	117	645
Retail Trips		1,392	35	22	13	141	68	73
Mixed-Use Reductions		*-198*	*-19*	*-12*	*-7*	*-98*	*-50*	*-48*
Alternative Mode Reductions		*-60*	*-1*	*-1*	*0*	*-2*	*-1*	*-1*
Pass By Reductions (Based on ITE Rates)		*-386*	*0*	*0*	*0*	*-14*	*-7*	*-7*
Adjusted Retail Trips		748	15	9	6	27	10	17
Restaurant Trips		4,140	367	202	165	361	224	137
Mixed-Use Reductions		*-588*	*-146*	*-85*	*-61*	*-134*	*-59*	*-75*
Alternative Mode Reductions		*-178*	*-11*	*-6*	*-5*	*-11*	*-8*	*-3*
Pass By Reductions (Based on ITE Rates)		*-1,450*	*0*	*0*	*0*	*-94*	*-47*	*-47*
Adjusted Restaurant Trips		1,924	210	111	99	122	110	12
Mixed-Use Reductions - TOTAL		*-1,730*	*-347*	*-188*	*-159*	*-344*	*-170*	*-174*
Alternative Mode Reductions - TOTAL		*-704*	*-51*	*-38*	*-13*	*-58*	*-18*	*-40*
Pass-By Reductions - TOTAL		*-1,836*	*0*	*0*	*0*	*-108*	*-54*	*-54*
New Trips		**11,538**	**931**	**709**	**222**	**998**	**293**	**705**
Driveway Volumes		**13,374**	**931**	**709**	**222**	**1,106**	**347**	**759**

k:\alp_tpto\014502000_continuum alpharetta (5555 windward) dri - alpharetta - september 2021_dri phase 2\analysis\[continuum alpharetta.xls]trip generation - september2022

Based on the scope of the project, the applicant was required to go through the Development of Regional Impact (DRI) process. The DRI Process solicits additional review of the project from regional partners, including the Atlanta Regional Commission (ARC), Georgia Department of Transportation (GDOT), Georgia Regional Transportation Authority (GRTA), as well as adjacent communities. Following the DRI requirements, a traffic study was commissioned to assess traffic impacts anticipated from the proposed project. The study reviewed existing, future no-build, and future build conditions at the site driveways and key intersections near the site. Needed improvements to the site driveways were identified during the study analysis. Improvements include adding auxiliary right- and left-turn lanes, as well as signal improvements. With the implementation of site access

modifications identified in the study, these study intersections are projected to operate at or above the Level of Service (LOS) standards in the future scenario with the development of the project.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County Schools calculated the potential number of children who may live on the property by using their standard calculation to distinguish the number of children that a residential development will generate. The following table outlines these figures:

FULTON COUNTY SCHOOLS – 280 'For-Rent' Units and 102 'For-Sale' Townhomes

School	Estimated # New FCS Students Generated
Manning Oaks Elementary School	14 – 109
Hopewell Middle School	1 – 35
Alpharetta High School	10 – 51
Total	25 – 195

Based on the total figure for all school levels, it can be assumed that the proposed development could house approximately 25 – 195 school age children. Alpharetta High School may exceed capacity with the applicant's development.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The proposal to rezone the property to MU to allow a mixed-use development is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use'. Adjacent and nearby properties are developed as office parks and a commercial corridor. The proposed mixed-use development is appropriately located along Georgia 400 with nearby access to the highway, as well as access to MARTA.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The proposed mixed-use development would not adversely affect adjacent and nearby properties, which are zoned and developed with non-residential use.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: Tree saves are depicted throughout the development. While a variance has been requested to allow a small encroachment into stream impervious setbacks, the applicant proposes to remove approximately 10,765 square feet of existing stream buffer encroachments and replant and enhance stream buffers.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The property is zoned O-I and subject to the Oxford Green Master Plan Phase 2 Tract A, which is approved for 20,000 square feet/acre, or 1,037,200 square feet, of non-residential use. The property is located at

the Georgia 400 interchange at Windward Parkway and remains a viable office parcel. However, the proposed mixed-use development is consistent with the future land use designation of the property which is Mixed Use.

e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: A mixed-use development should reduce impacts on public facilities and services by providing a place to live, work and play. While the applicant's proposal would result in an increased demand on parks and recreation, the development provides over sixteen (16) acres of open space for the enjoyment of residents and visitors to the property. In addition, the site is located in close proximity to the Georgia 400 interchange at Windward Parkway which helps disperse the increased number of vehicular trips generated to and from the site.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The future land use designation of the subject property was recent changed to 'Mixed Use' with the Horizon 2040 Comprehensive Plan.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The zoning proposal reflects a reasonable balance. The proposed mixed-use development is consistent with the future land use designation of the property, as well as being consistent with the land use and housing policies in the Horizon 2040 Comprehensive Plan.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The property is zoned O-I and subject to the Oxford Green Master Plan Phase 2 Tract A, which is approved for 20,000 square feet/acre, or 1,037,200 square feet, of non-residential use. The property is located at the Georgia 400 interchange at Windward Parkway and remains a viable office parcel. However, the proposed mixed-use development is consistent with the future land use designation of the property which is Mixed Use.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The proposed rezoning to MU is consistent with the comprehensive land use plan designation of the subject property, which is 'Mixed Use'.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: Access to the site is proposed by way of three (3) driveways on Windward Parkway and one (1) driveway on Westside Parkway. There is sufficient access to support the conditional uses.

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

Response: The applicant requests a 25% shared parking reduction. In conjunction with this request, the applicant proposes a flex parking deck which would accommodate an additional level of parking, or 273 additional parking spaces should a parking problem be identified. The other site improvements in the list above will be accommodated in the applicant's site plan.

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

Response: Tree save areas are depicted on the site plan. While a variance has been requested to allow a small impact to impervious setbacks associated with a stream, the applicant proposes to remove approximately 10,765 square feet of existing stream buffer encroachments and replant and enhance the stream buffers.

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

Response: Not applicable.

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

Response: The addition of residential uses at the subject property will not impede the normal and orderly development of surrounding properties. The proposed mixed-use development would complement surrounding properties which are developed as office parks and a commercial corridor.

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

Response: The addition of residential uses at the subject property is consistent with the desirable development pattern. The proposed mixed-use development is consistent with the future land use designation of the property and would complement surrounding properties which are developed as office parks and a commercial corridor.

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

Response: Not applicable.

VARIANCE REVIEW CRITERIA

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

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

Response: There are not extraordinary or exceptional conditions pertaining to the subject property because of its size, shape or topography. However, the mixed-use development incorporates existing office buildings which limits site layout. In addition, the development is located on a commercial corridor and additional commercial uses are not warranted in order to achieve the minimum ten percent (10%) commercial in the MU district. Also, Staff supports the conclusions of the submitted Parking Study which recommends a 25% reduction in parking and the developer has made accommodations for an additional level of parking should a parking problem be identified.

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

Response: Application of the ordinance would require additional commercial use, which is not warranted given the property's location on a thriving commercial corridor. The existing landscape strip along Windward Parkway is already encumbered by utilities and easements. Additional land or taller parking decks would be necessary to accommodate the additional parking if the shared parking reduction is not approved.

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

Response: There are conditions that are peculiar to the property due to the presence of the existing office buildings. In addition, the development is located on a commercial corridor and additional commercial uses are not warranted in order to achieve the minimum ten percent (10%) commercial in the MU district. Also, Staff supports the conclusions of the submitted Parking Study which recommends a 25% reduction in parking and the developer has made accommodations for an additional level of parking should a parking problem be identified.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: The requested relief would not cause a substantial detriment to the public good. The development is located on a commercial corridor and additional commercial uses are not warranted in order to achieve the minimum ten percent (10%) commercial in the MU district. Also, Staff supports the conclusions of the submitted Parking Study which recommends a 25% reduction in parking and the developer has made accommodations for an additional level of parking should a parking problem be identified.

CONCURRENCES

Staff reviewed the applicant's proposal against the established review criteria for a master plan amendment, rezoning, conditional use and variances. The proposal is consistent with the future land use designation of the property and will compliment surrounding properties which are primarily developed as office parks and a commercial corridor. The Oxford Green Master Plan has an available un-used non-residential entitlement of approximately 1.5 million square feet, of which the applicant's proposal would use approximately 1.2 million square feet. Also, the proposed mixed-use development is appropriately located in close proximity to the Georgia 400 interchange at Windward Parkway.

The conditional use request to allow 'Dwelling, 'For-Rent' use is consistent with the City's housing policy to maintain a housing balance of at least 68% owner-occupied housing units. The City's Rental Housing Study indicates that the City is moving toward its housing policy at the projected rate in previous rental studies. The 2020 American Community Survey 5-year estimate (2016 – 2020) has the City at 67.7% owner-occupied housing.

In addition, the applicant proposes 26% of the residential units to be 'For-Sale' product. If approved, a condition is recommended limiting a Certificate of Occupancy (CO) for the 'For-Rent' building until 2024.

The proposed development incorporates existing office buildings, which limits the site layout. Additional commercial use is not warranted given the properties' location on a thriving commercial corridor. In addition, pedestrian hardscape areas typically take the place of landscape strips along retail storefront streets. The requested shared parking reduction is based on a sound methodology that is supported by Staff and the developer has made accommodations for a flex parking deck that can accommodate an additional level of parking and up to 273 parking spaces, if a parking problem is identified.

CITIZEN PARTICIPATION PLAN

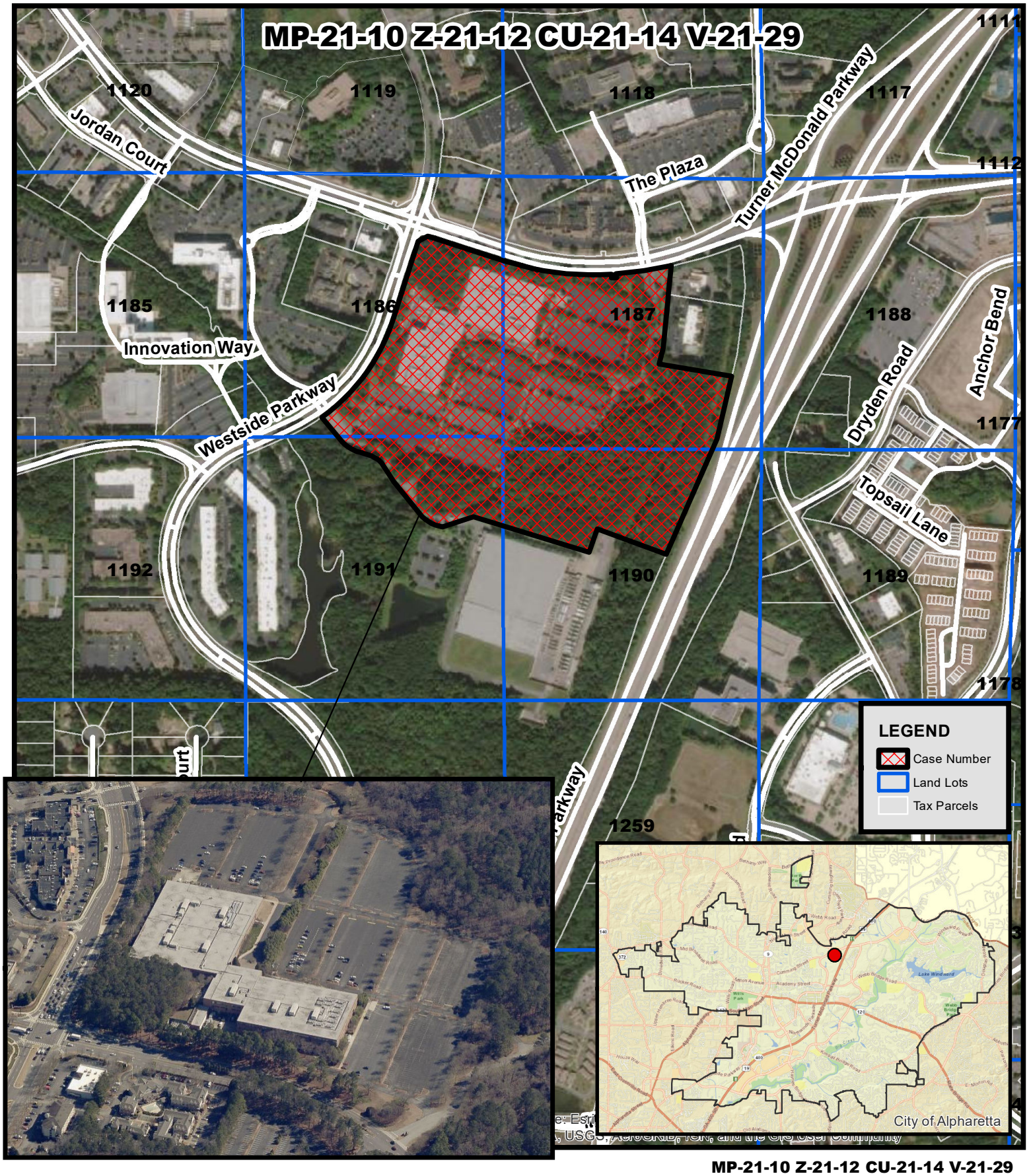
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The applicant also contacted the Windward Community Services Association (WCSA) to provide notification of the proposed public hearing request. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on December 8, 2021. There was one (1) public comment with questions regarding parking and traffic.

IV. ATTACHMENTS:

- Site Plan
- Open Space Plan
- Renderings
- Stream Buffer Mitigation Plan
- Parking Study Memo
- Trip Generation Memo

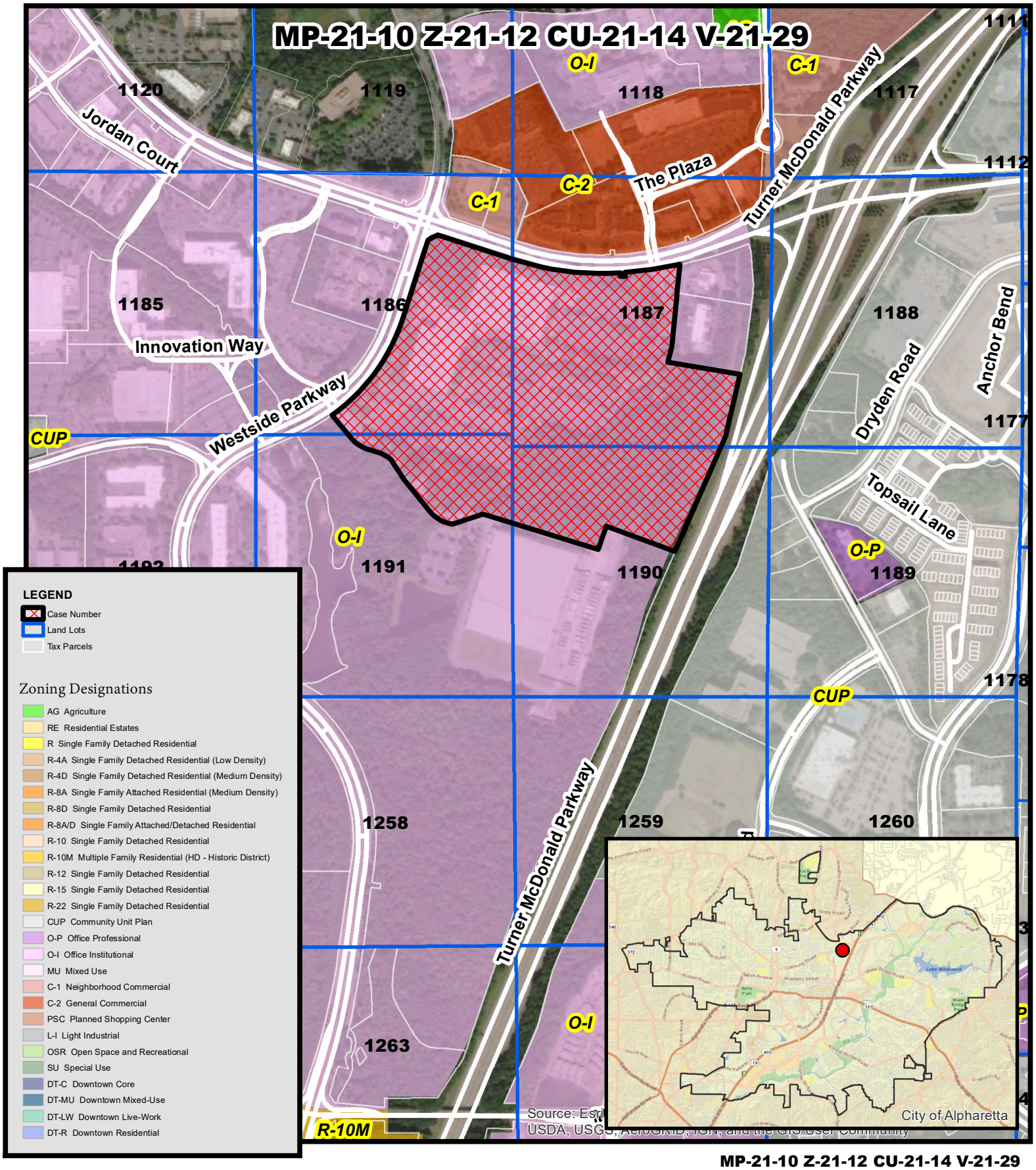


ALPHARETTA
GEORGIA

Aerial Map
Continuum
5555 Windward Parkway

MP-21-10 Z-21-12 CU-21-14 V-21-29
D/LL: 2/2/1186, 1187, 1190, 1191
PC: 5/5/22
CC: 5/23/22

Location Map Provided by:
Community Development - GIS

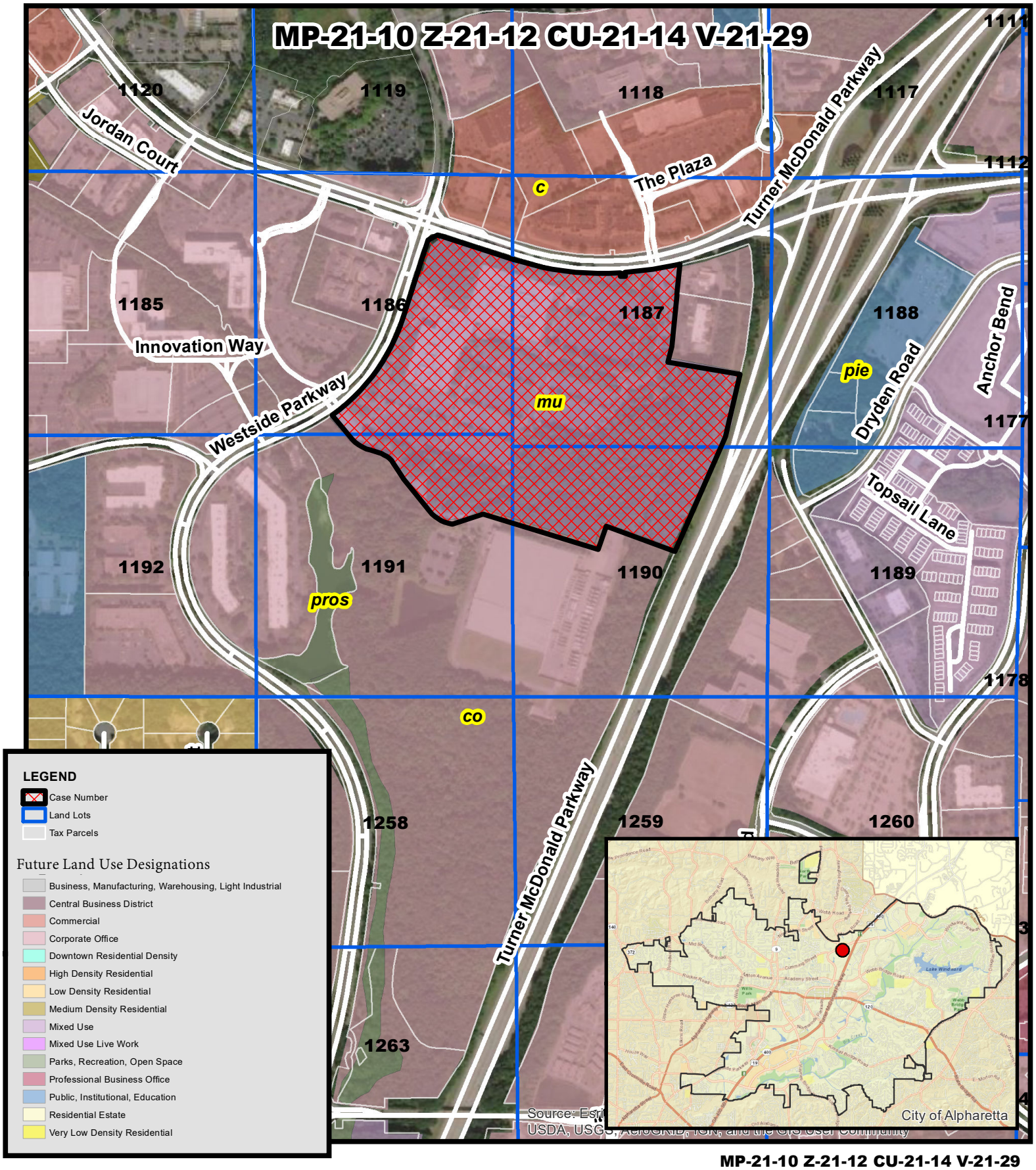


ALPHARETTA
GEORGIA

Zoning Map
Continuum
5555 Windward Parkway

MP-21-10 Z-21-12 CU-21-14 V-21-29
D/LL: 2/2/1186, 1187, 1190, 1191
PC: 5/5/22
CC: 5/23/22

Location Map Provided by:
Community Development - GIS

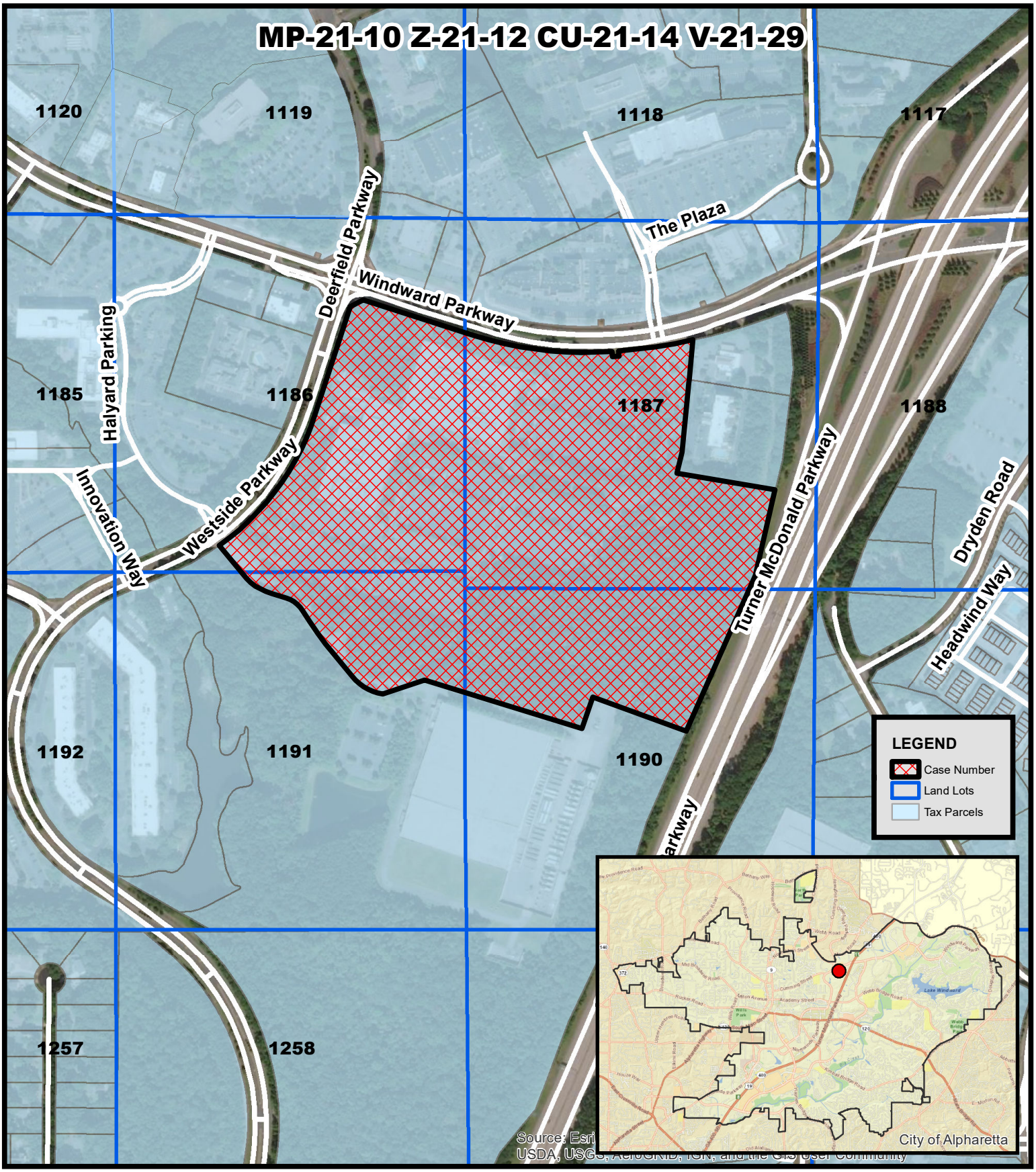


ALPHARETTA
GEORGIA

Future Land Use Continuum
5555 Windward Parkway

MP-21-10 Z-21-12 CU-21-14 V-21-29
D/LL: 2/2/1186, 1187, 1190, 1191
PC: 5/5/22
CC: 5/23/22

Location Map Provided by:
Community Development - GIS



ALPHARETTA
GEORGIA

Location Map
Continuum
5555 Windward Parkway

MP-21-10 Z-21-12 CU-21-14 V-21-29
D/LL: 2/2/1186, 1187, 1190, 1191
PC: 5/5/22
CC: 5/23/22

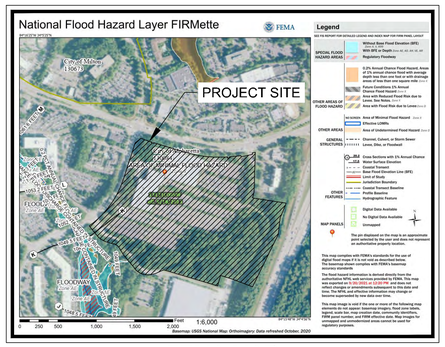
Location Map Provided by:
Community Development - GIS

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N88°49'07.75"E
L21	14.32	N87°15'38.75"E
L22	11.54	S2°47'32.02"E
L23	26.22	N86°42'27.98"E
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

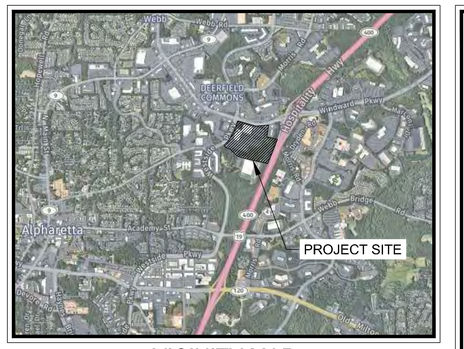
LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.49	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N7°2'25"E
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'25.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'



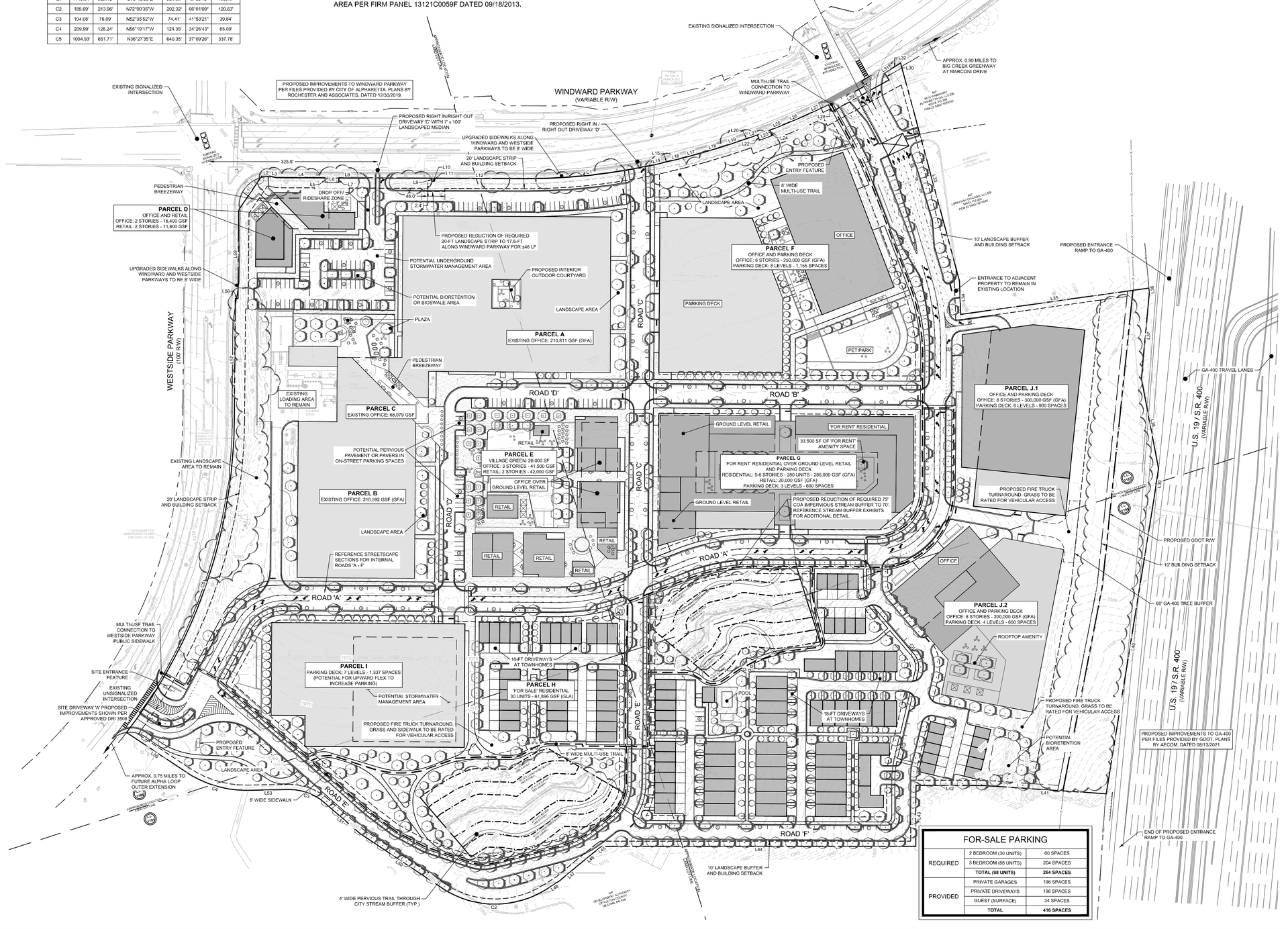
FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.



VICINITY MAP

NOT TO SCALE



FOR-SALE PARKING		
REQUIRED	2 BEDROOM (30 UNITS)	60 SPACES
	3 BEDROOM (68 UNITS)	204 SPACES
	TOTAL (98 UNITS)	**264 SPACES**
PROVIDED	PRIVATE GARAGES	196 SPACES
	PRIVATE DRIVEWAYS	196 SPACES
	GUEST (SURFACE)	24 SPACES
	TOTAL	**416 SPACES**

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES
PROPOSED BUILDING SETBACK:	
FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT
PROPOSED LANDSCAPE SETBACK:	
FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE):	60 FT
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL

'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%

'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS

TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT:	1,910,910 GSF	
RESIDENTIAL:	511,811 GSF =	**27%**
COMMERCIAL / RETAIL:	73,800 GSF =	**4%**
OFFICE:	1,325,299 GSF =	**69%**

(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING: **6,693 SPACES** (TOTAL)

*'FOR RENT' RESIDENTIAL (280 UNITS):	**574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
*'FOR SALE' RESIDENTIAL (98 UNITS):	**264 SPACES** (1 / BEDROOM)
RESTAURANT (36,900 GSF):	**369 SPACES** (10 / 1,000 GSF)
RETAIL (36,900 GSF):	**185 SPACES** (5 / 1,000 GSF)
OFFICE (1,325,299 GSF):	**5,301 SPACES** (4 / 1,000 GSF)

***PROPOSED PARKING:** **5,020 SPACES** (TOTAL)

PARKING - STRUCTURE:	4,562 SPACES
PARKING - SURFACE:	262 SPACES
PARKING - PRIVATE GARAGES:	196 SPACES

*25% REDUCTION OF TOTAL REQUIRED BY CODE. REFERENCE PARKING STUDY BY KIMLEY-HORN, DATED 09/26/2022.
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(1 AC PER 100 POPULATION GENERATED USING 2.76 PERSONS PER HOUSEHOLD)

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(INCLUDES: SQUARES, PLAZAS, POCKET PARKS, MULTI-USE TRAILS)

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(INCLUDES: YARDS AND LAWNS, WOODED AREAS, OUTDOOR DINING, BALCONIES)

TOTAL OPEN SPACE PROVIDED: 16.04 ACRES (698,708 SF)

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VARIANCES:

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3. PROPOSED REDUCTION OF REQUIRED 75' COA IMPERVIOUS STREAM BUFFER TO 70' IN AREAS SHOWN ON SITE PLAN TO ALLOW FOR GRADING FOR PROPOSED STREETSCAPE SECTIONS AND MULTI-USE TRAILS.
4. PROPOSED REDUCTION OF REQUIRED 20-FT LANDSCAPE STRIP ALONG WINDWARD PARKWAY TO 17-FT FOR ±46 LF.
5. PROPOSED REDUCTION OF LANDSCAPE STRIP REQUIREMENT TO 0-FT AS SHOWN ON STREETSCAPE SECTIONS FOR ROADS 'A - F'.

Kimley»Horn
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WWW.KIMLEY-HORN.COM

CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2900

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1190, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA
JORDAN TAYLOR CORBIN
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000

TITLE
ZONING PLAN

SHEET NUMBER
ZP-1A

GRAPHIC SCALE IN FEET
0 40 80 160

GEORGIA811.
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

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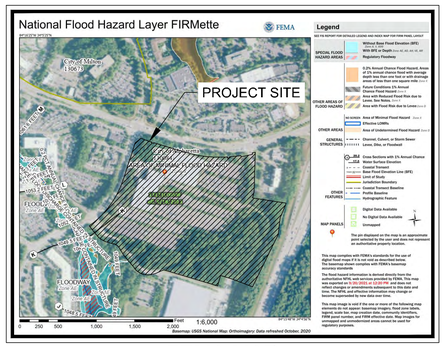
Drawing name: \\Kimley-horn.com\as_alp1\NMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Sep 26, 2022 9:20am by Monica.Lester

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N88°49'07.75"E
L21	14.32	N87°15'38.75"E
L22	11.54	S2°47'32.02"E
L23	26.22	N86°42'27.98"E
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

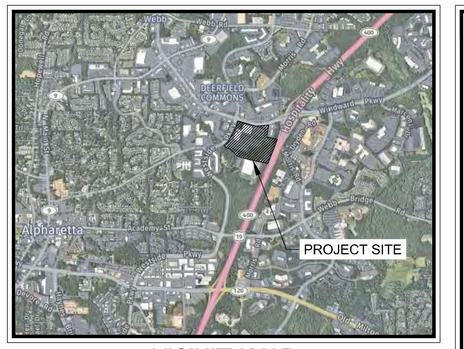
LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.49	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N7°2'25"E
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'25.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'



FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

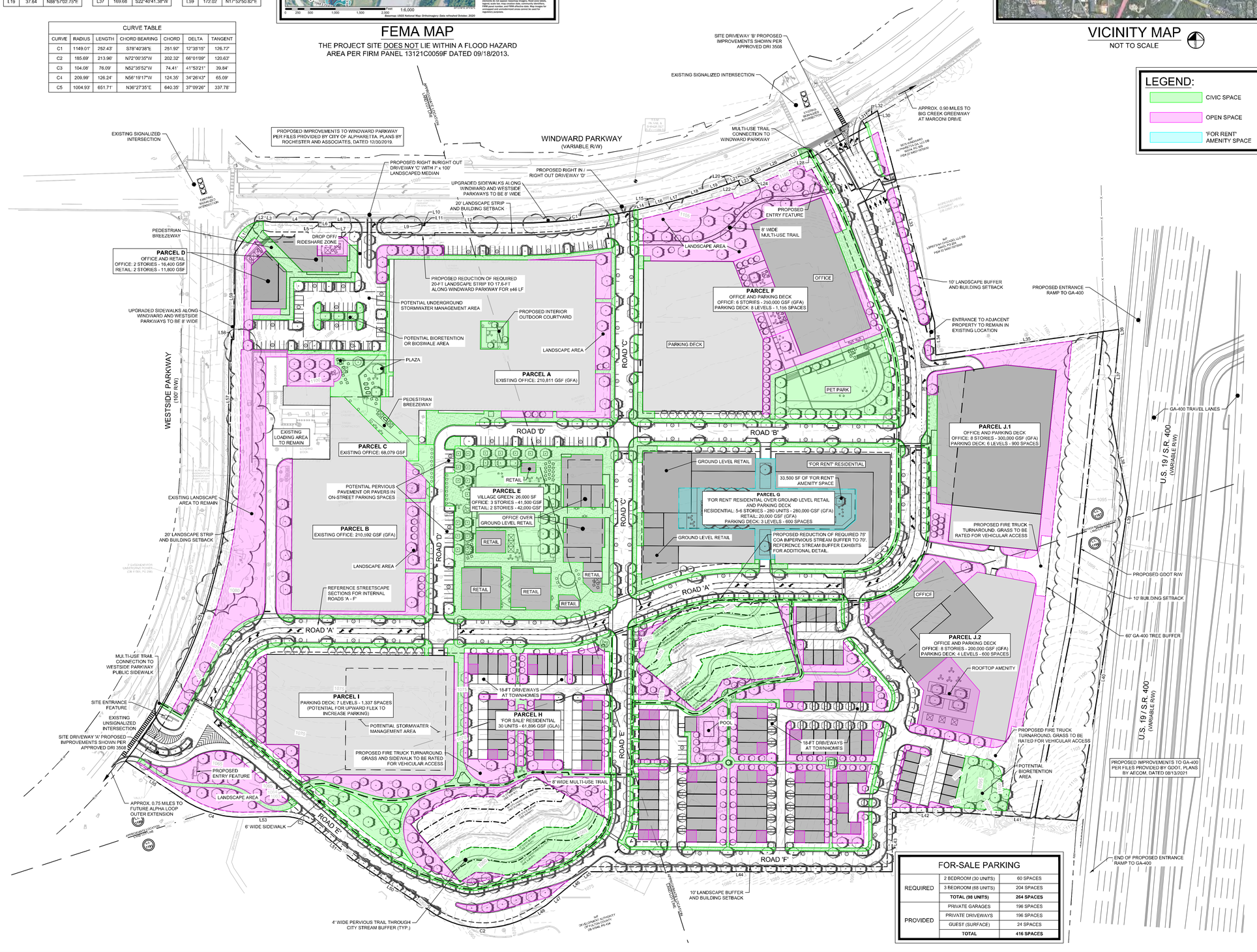


VICINITY MAP

NOT TO SCALE

LEGEND:

- CIVIC SPACE
- OPEN SPACE
- 'FOR RENT' AMENITY SPACE



FOR-SALE PARKING		
REQUIRED	2 BEDROOM (30 UNITS)	60 SPACES
	3 BEDROOM (68 UNITS)	204 SPACES
	TOTAL (98 UNITS)	**264 SPACES**
PROVIDED	PRIVATE GARAGES	196 SPACES
	PRIVATE DRIVEWAYS	196 SPACES
	GUEST (SURFACE)	24 SPACES
	TOTAL	**416 SPACES**

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES
PROPOSED BUILDING SETBACK:	
FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT
PROPOSED LANDSCAPE SETBACK:	
FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE):	60 FT
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL

'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%
'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS
TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT:	1,910,910 GSF	
RESIDENTIAL:	511,811 GSF =	**27%**
COMMERCIAL / RETAIL:	73,800 GSF =	**4%**
OFFICE:	1,325,299 GSF =	**69%**

(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING: **6,693 SPACES** (TOTAL)

'FOR RENT' RESIDENTIAL (280 UNITS):	**574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
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GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
0 40 80 160

Kimley»Horn
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ALPHARETTA, GEORGIA 30009
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CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2900

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1190, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER JORDAN TAYLOR CORBIN
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000

TITLE
OPEN SPACE PLAN

SHEET NUMBER
ZP-1B

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Drawing name: \\Kimley-horn.com\as_alp1\NMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Open Space Sep 26, 2022 9:21am by Monical Lester

Exhibit A



CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA, GEORGIA

VIEW 4

Exhibit A



CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA, GEORGIA

VIEW 5

Exhibit A



CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA, GEORGIA

VIEW 6

Exhibit A

HGOR Gensler



FLEXIBLE







ACTIVE EDGES

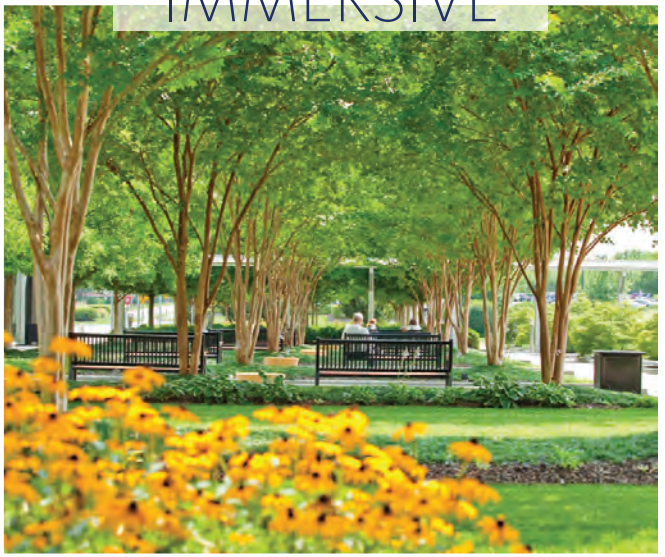








IMMERSIVE



CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA GEORGIA

CHARACTER **IMAGERY**

Exhibit A

HGOR Gensler

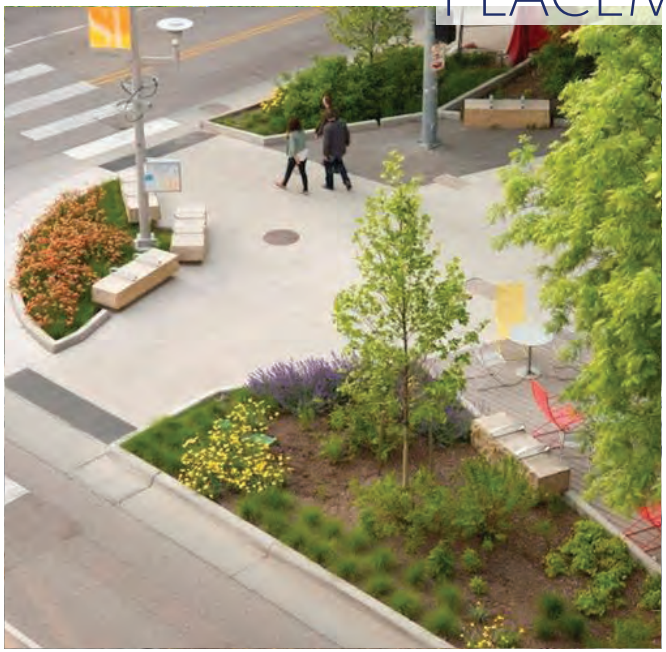








PLACEMAKING







IMPACTFUL



CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA GEORGIA

CHARACTER **IMAGERY**

Exhibit A

HGOR Gensler







FUNCTIONAL

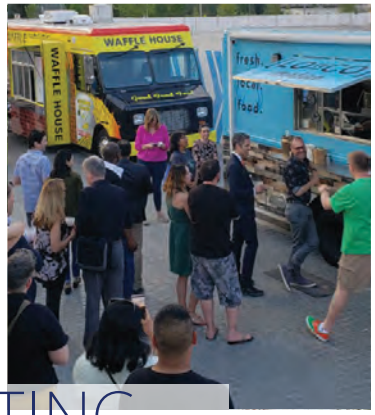












INVITING



CHARACTER **IMAGERY**

Exhibit A

HGOR Gensler

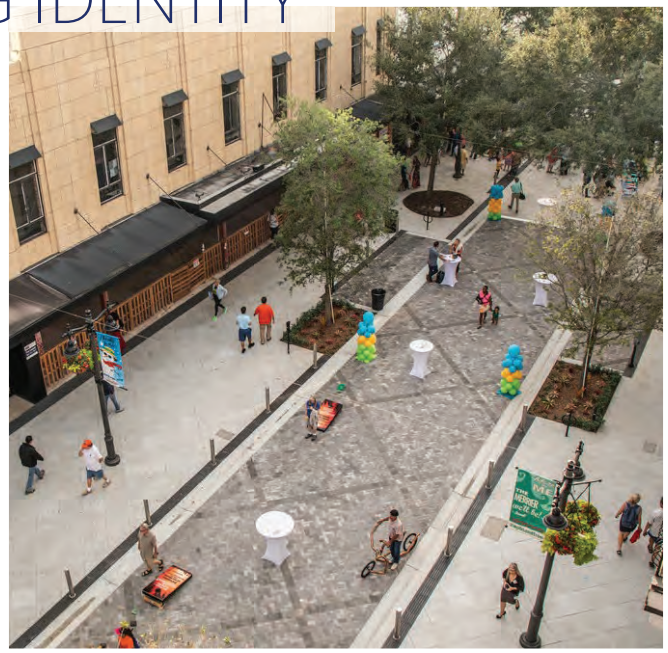






CREATING IDENTITY





WATER QUALITY





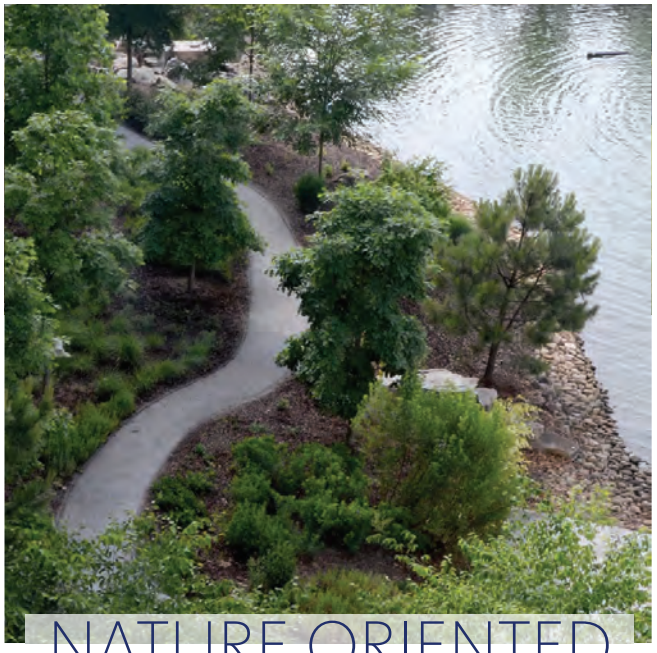


Exhibit A

HGOR Gensler

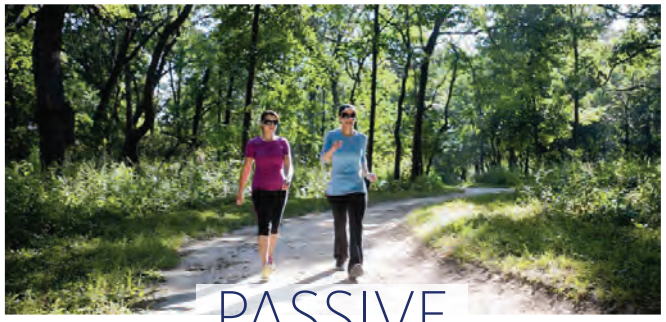




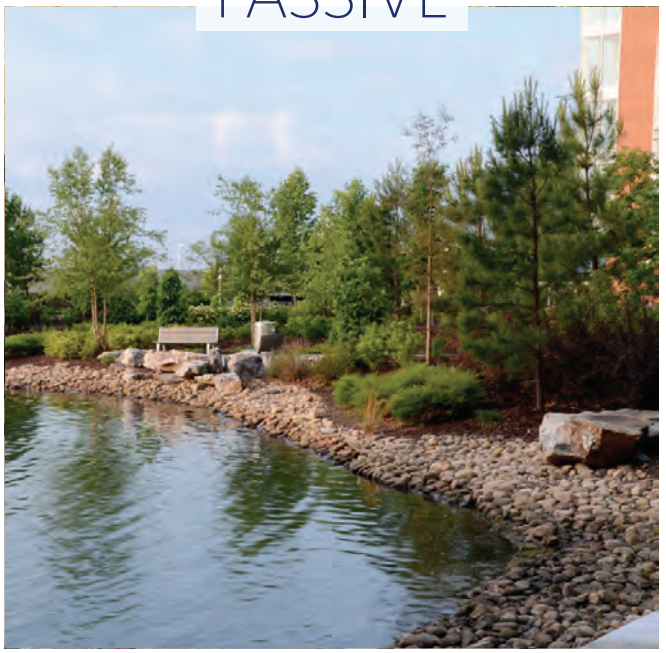


NATURE ORIENTED





PASSIVE



CHARACTER **IMAGERY**

Exhibit A

Gensler



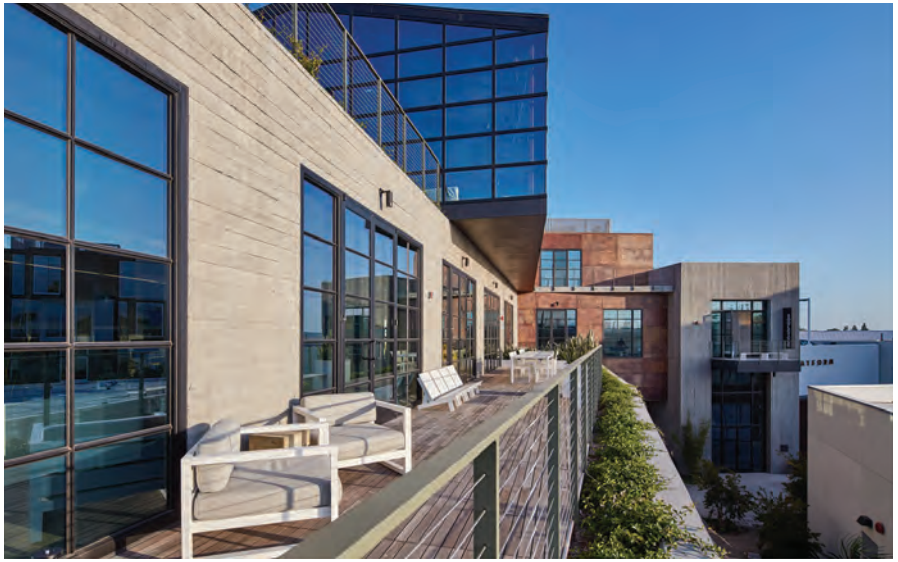






Exhibit A

Gensler









CONTINUUM | 5555 WINDWARD PARKWAY | ALPHARETTA GEORGIA

RETAIL VILLAGE

Exhibit A

Gensler



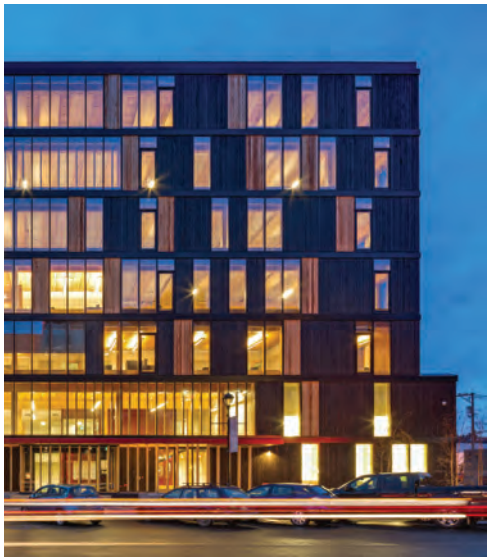




Exhibit A









Gensler

Exhibit A

Gensler









September 28, 2022

Joe Bucher, AIA
Director – Strategic Design
SWVP Alpharetta, LLC.
161 Rosa L. Parks Blvd
Nashville, TN 37203

RE: Continuum Alpharetta – Mixed-Use Development
Parking Needs Study

Dear Mr. Joe Bucher,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to provide the following *Parking Needs Study* for the proposed mixed-use development located along Windward Parkway and Westside Parkway (the "project" or the "site") in the City of Alpharetta ("the City"), Georgia. The following analysis represents our professional opinion of the appropriate parking required for the site based on industry-supported parking ratios, unit type, and proposed parking supply confirmed by the developer.

Please note that this letter report represents Kimley-Horn's professional opinion of the site-specific parking needs. However, the outcome of the approved parking requirements through a zoning variance request is entirely at the City's discretion.

SUMMARY OF CONCLUSIONS

The site is being developed as a mixed-use development with office, retail, restaurant, and residential land uses. The property is currently zoned as Office-Institutional (O-I), and the Client is applying for rezoning as Mixed-Use (MU), per Article II Section 2.1 in the City of Alpharetta Unified Development Code ("the Code").

The City's zoning standard would require the site to provide 6,693 parking spaces. The Code allows for up to a 25% (1,673 parking spaces) parking reduction to 5,020 parking spaces through a shared parking study to be approved by the City. Based on the site's proposed mix of land uses, an understanding of current parking demand, and market-driven parking ratios, the site is projected to generate a peak demand of **4,779 parking spaces** during weekday peak hour conditions (10 AM), which represents a 29% parking reduction, shown in **Table 1.**

Table 1: Parking Demand Summary

Land Use	Code Required Parking	Projected Parking Ratios
Office	4 spaces/KSF	3 spaces/KSF
Retail	5 spaces/KSF	5 spaces/KSF
Restaurant	10 spaces/KSF	10 spaces/KSF
Residential (For Sale)	1 space/bedroom	1 space/bedroom
Residential (For Rent)	2 spaces/unit and 1 guest space/20 units	2 spaces/unit and 1 guest space/20 units
Total Spaces	**6,693 Spaces**	**4,779 Spaces**

Based on this evaluation, Kimley-Horn recommends **approval of the requested 25% parking reduction** for the site. This analysis provides justification for the reduced parking requirement (5,020 spaces) being appropriate for the site and the characteristics of the development.

PROJECT INTRODUCTION

SWVP Alpharetta LLC (the "Client") is planning for the construction of eight (8) land parcels in addition to the existing three (3) land parcels at the site, as shown in **Figure 1**. The Site is bordered by Windward Parkway to the north, State Road 400 to the east, and Westside Parkway to the west. The property is currently zoned as Office-Institutional (O-I), and the Client is applying for rezoning as Mixed-Use (MU).



Figure 1: Site Plan

The current site is comprised of 517,399 SF of office space and will remain on the proposed site. The proposed site will add 807,900 SF of office space for a total of 1,325,299 SF of office space. For residential land uses, the site will contain 280 high-density for-rent units and 98 low-density for-sale units, resulting in a total of 378 residential units. Additionally, the future site will include retail and restaurant land uses totaling 73,800 SF. The proposed development program is shown in **Table 2**.

Table 2: Proposed Development Program	
Land Use	**Total Units**
Office	1,325,299 SF
Residential (Sale)	98 units • 2 Bedrooms – 30 units • 3 Bedrooms – 68 units
Residential (Rent)	280 units • Studio – 14 units • 1 Bedroom – 168 units • 2 Bedrooms – 84 units • 3 Bedrooms – 14 units
Retail	36,900 SF
Restaurant	36,900 SF

REQUIRED PARKING RATIOS

Based on the proposed development program, Article II Section 2.1 in the City of Alpharetta Unified Development Code indicates a total of **6,693 parking spaces** are required for the site. The Code-required parking ratios and spaces for all land uses are summarized in **Table 3.**

Table 3: City of Alpharetta Required Parking Ratios			
Land Use	**Density**	**Parking Ratio**	**Parking Spaces**
Office	1,325,299 SF	4 sp/KSF	5,301
Residential (For Sale)	98 units	1 sp/bedroom	264
Residential (For Rent)	280 units	2 sp/unit 1 guest sp/20 units	574
Retail	36,900 SF	5 sp/KSF	185
Restaurant	36,900 SF	10 sp/KSF	369
Total Spaces			**6,693 spaces**

As it pertains to the land uses proposed at Continuum Alpharetta mixed-use development and the existing office land uses, the Alpharetta Code specifies a minimum number of spaces required based on density. Although Alpharetta parking minimums do not account for sharing, the Code does state that if the applicant can demonstrate that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area.

The following criteria form the basis of this request based on the following findings:

- Urban Land Institute (ULI) and Institute of Transportation Engineers (ITE) estimate office parking demand at a lower office parking ratio than the City of Alpharetta zoning code.
- The proposed development will share parking based on time-of-day factors and complementary peaking throughout the day.

SUPPORT FOR REDUCED RATIOS

ULI and ITE Recommended Parking

There are two fundamental components of the parking demand model used for this analysis: first is the determination of parking ratios to be applied to generate parking demand estimates, and second is the shared parking methodology that analyzes the interaction between parking for the various land uses on site.

For the determination of parking ratios, this shared parking analysis uses the City of Alpharetta zoning required parking ratios as a baseline for determining the projected parking demand for all land uses excluding office. For the office land use, ULI estimates office parking demand to park at a base ratio of 2.8 spaces/KSF. Additionally, ITE estimates office parking demand to park at a base ratio of 2.9 space/KSF for dense multi-use urban settings that are not within one-half (0.5) mile of rail transit. As a conservative approach, a 3.0 spaces/KSF was used to model the office parking demand. The site is anticipated to park itself, meaning that all the parking demand generated by the land uses within the development will be satisfied by the parking supply on-site.

For the shared parking methodology, the ULI Shared Parking Model was used to determine cumulative parking demand for developments with multiple land uses. The model considers that while each land use generates parking demand for a certain number of parking spaces, these demands fluctuate hour-by-hour, day-by-day, and month-by-month. Because individual land uses may not experience peak parking demand at the same time, the model seeks to share parking between these land uses to minimize the amount of space and resources devoted to parking.

Prevailing Assumptions

It should be noted that the following assumptions were applied when developing the shared parking methodology and when calculating the projected parking demand for the project site.

Base Ratio Adjustments

- The base ratio of the projected parking demand of the office land use was reduced from the zoning code requirement of 4.0 spaces/KSF to 3.0 spaces/KSF to reflect parking demand trends by ULI for suburban environments and ITE for dense multi-use urban settings that are not within one-half (0.5) mile of rail transit.
- The for-sale residential units do not share parking with other land uses and are modeled as 100% reserved.
- The for-rent residential units do not have any reserved parking for residents/visitors.

The adjustments used within the analysis represent a conservative estimate. Suggested ULI base ratios and adjustments are shown in **Table 5** based on the suburban multi-family and retail/amenity categories. Because the site exhibited significantly higher weekday parking demand estimates and is driven by weekday office parking demand, only weekday parking demand ratios are included in this analysis. Of note, the Code does not require for-sale residential land use to include visitor parking spaces. Accordingly, visitors were assumed to be accommodated in the for-sale residential spaces.

Table 5: Base Ratios and Adjustment Factors by Land Use for Peak Weekday Parking Demand

Office		Retail		Restaurant	
Base Ratio		**Base Ratio**		**Base Ratio**	
Visitor: 0.23 sp/KSF Employees: 2.77 sp/KSF		Customers: 3.79 sp/KSF Employees: 1.21 sp/KSF		Customers: 8.30 sp/KSF Employees: 1.70 sp/KSF	
Driving Adjustment	**Trips from outside**	**Driving Adjustment**	**Trips from outside**	**Driving Adjustment**	**Trips from outside**
Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%

Residential (For Sale)		Residential (For Rent)	
Base Ratio		**Base Ratio**	
Visitors: 0.00 sp/KSF Residents: 2.00 sp/KSF		Visitors: 0.05 sp/KSF Residents: 2.00 sp/KSF	
Driving Adjustment	**Trips from outside**	**Driving Adjustment**	**Trips from outside**
Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%	Customers: 100% Employees: 100%

When considering the sharing of a common parking supply across land uses, the full development is projected to generate a maximum parking demand of **4,779 parking spaces** during its weekday peak conditions which occur at 10 AM during the peak month. The peak projected parking demand shown in **Table 6** is based on the land uses detailed in **Table 2**, the outlined assumptions, and the base parking ratios and mode adjustments detailed in **Table 5**.

Table 6: Shared Parking Demand Summary

		Proposed Parking						Zoning Code Requirements	
Land Use	**Density**	**Base Rate**	**Mode Adj.**	**Non-Captive Ratio**	**Peak Hour Factor (10 AM)**	**Adj. Rate**	**Parking Spaces**	**Required Rate**	**Parking Spaces**
Office									
Visitors	1,325,299 SF	0.23	100%	100%	100%	0.23	305	1 sp/250 SF	5,301
Employees		2.77	100%	100%	100%	2.77	3,656		
Retail									
Customers	36,900 SF	3.79	100%	100%	55%	3.79	77	1 sp/200 SF	185
Employees		1.21	100%	100%	75%	1.20	34		
Restaurant									
Customers	36,900 SF	8.30	100%	100%	15%	8.30	46	1 sp/100 SF	369
Employees		1.70	100%	100%	90%	1.68	57		
Residential (For Sale)									
Visitors	98 units	0.00	100%	100%	100%	0.00	0	1 sp/bedroom	264
Residents		2.67	100%	100%	100%	2.67	264		
Residential (For Rent)									
Visitors	280 units	0.05	100%	100%	20%	0.05	3	2 sp/unit and 1 guest sp/20 units	574
Residents		2.00	100%	100%	60%	2.00	337		
Total Spaces							**4,779**		**6,693**

Figure 2 illustrates the interaction between different land uses throughout the weekday as well as the overall peak weekday demand of 4,779 spaces at 10 AM.

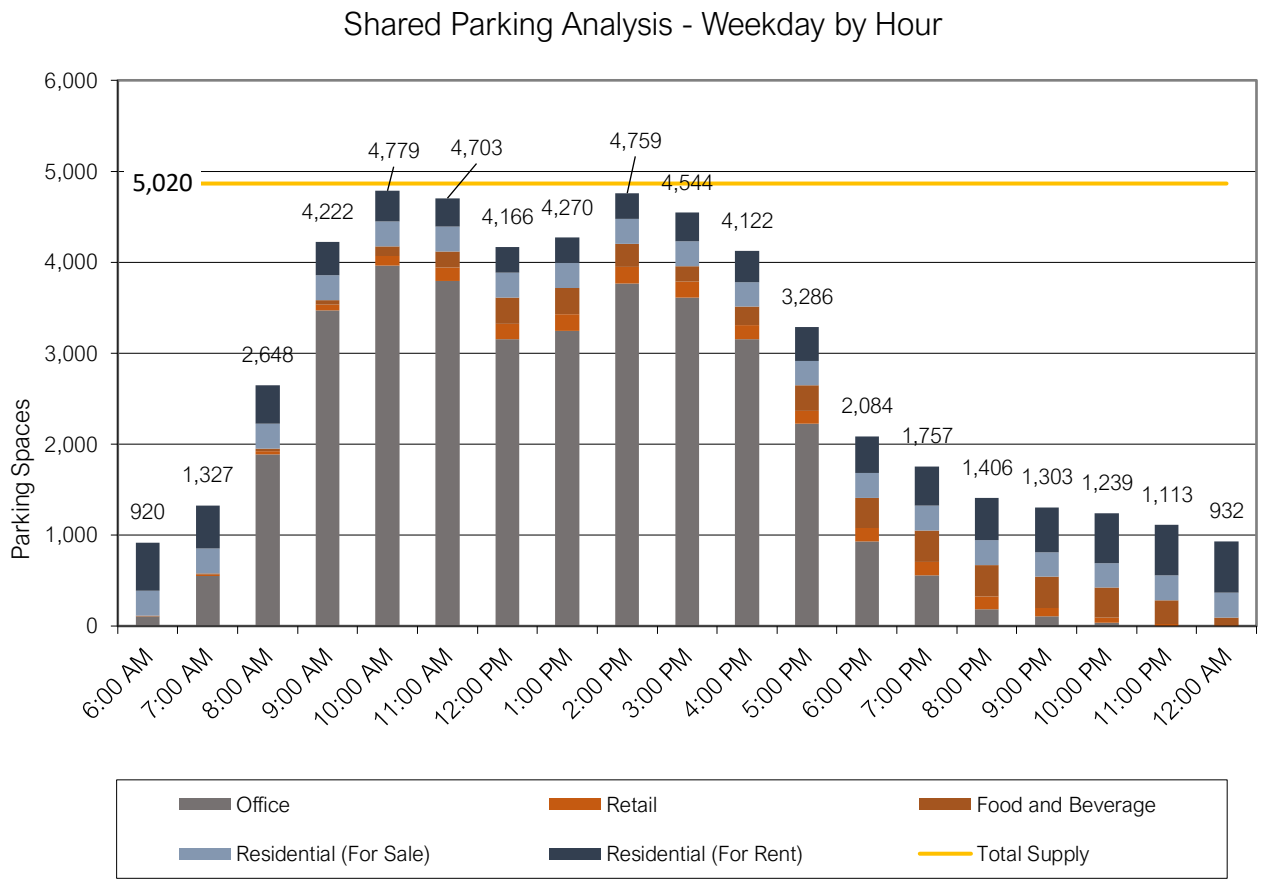


Figure 2: Shared Parking Analysis (Weekday by Hour)

With the City code's maximum parking reduction of 25%, there will be 241 spaces unoccupied, or ~5%, during the peak at 10 AM during the weekday. The shared parking model illustrates that the parking supply required by the Code overestimates the true parking need for the site.

SUMMARY AND CONCLUSIONS

A shared parking analysis of the proposed Continuum Alpharetta mixed-use development was performed to project hourly parking requirements for peak conditions, assuming no off-site parking will be available for the site. With the site's proposed mix of land uses, an understanding of current parking demand, and market-driven parking ratios, the site is projected to generate a peak demand of 4,779 parking spaces during peak hour conditions.

The City of Alpharetta Code requires the site to provide 6,693 parking spaces in total. The City may grant a 25% reduction of the total code-required parking spaces for mixed-use developments that show shared uses of parking will sufficiently park all portions of the development during peak demand. A 25% reduction would result in a total of 5,020 spaces being required, which is still 241 spaces greater than the peak demand calculated with the shared parking analysis and based on industry standards.

Based on this reasoning, Kimley-Horn recommends **approval** of the requested 25% parking reduction for the Continuum Alpharetta mixed-use development site. The proposed parking reduction will adequately support the parking demand for the residents, visitors, customers, and employees without impacting the surrounding neighborhoods.

Please feel free to reach out with any questions regarding this analysis.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Sara Boukdad
Parking and Mobility Analyst

Jeffrey Elsey, P.E., LEEP AP
Vice President

ENCLOSURES:

- Site Plan

KEY LEGEND

- A EXISTING OFFICE
- B EXISTING OFFICE
- C EXISTING OFFICE
- D OFFICE / RETAIL
- E VILLAGE GREEN/OFFICE / RETAIL
- F.1 OFFICE
- F.2 PARKING DECK
- G 'FOR RENT' RESIDENTIAL / RETAIL / PARKING DECK
- H 'FOR SALE' RESIDENTIAL
- I PARKING DECK
- J.1 OFFICE / PARKING DECK
- J.2 OFFICE / PARKING DECK
- K 'FOR SALE' RESIDENTIAL
- L MULCH TRAIL



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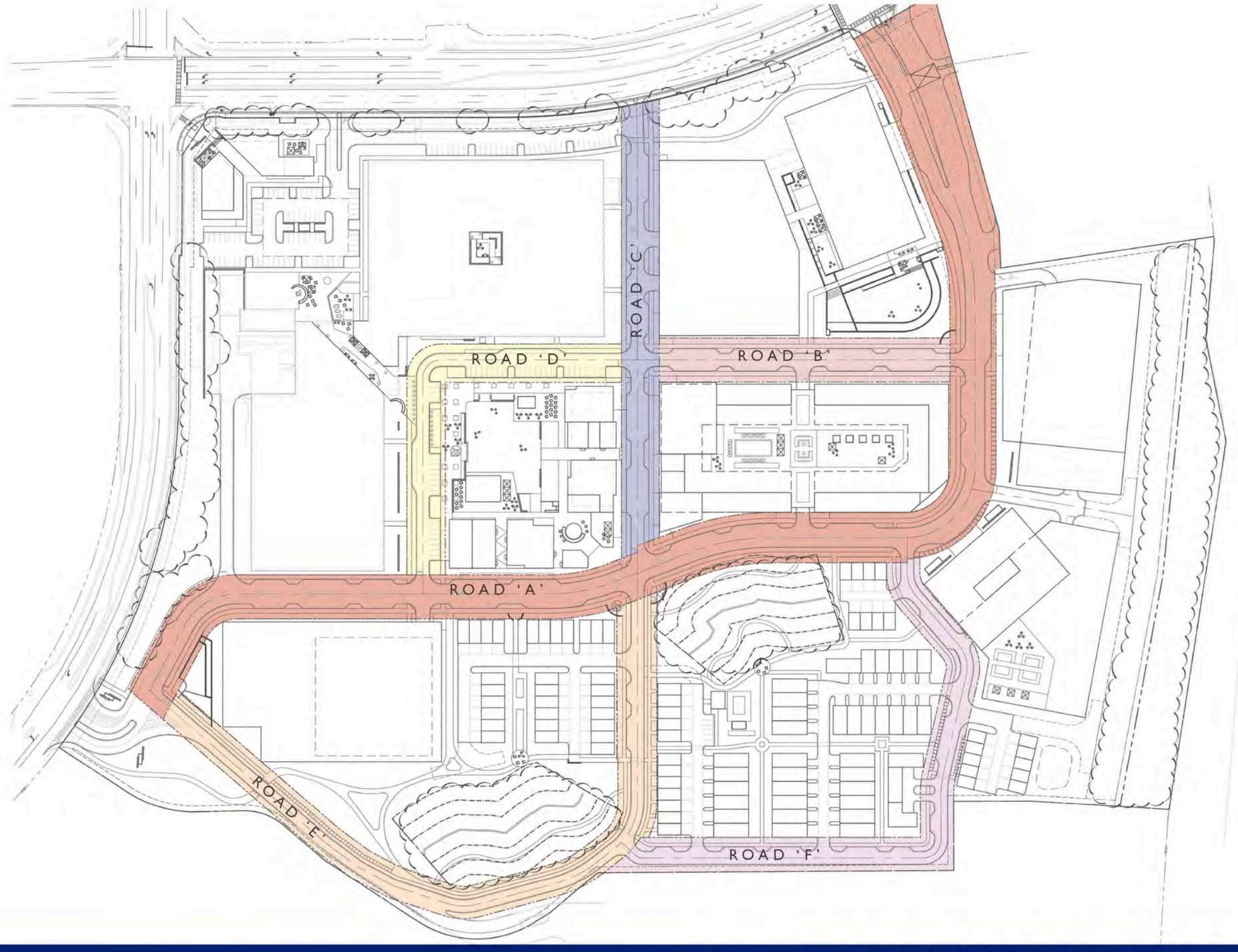

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PROPOSED STREETSCAPE PLAN

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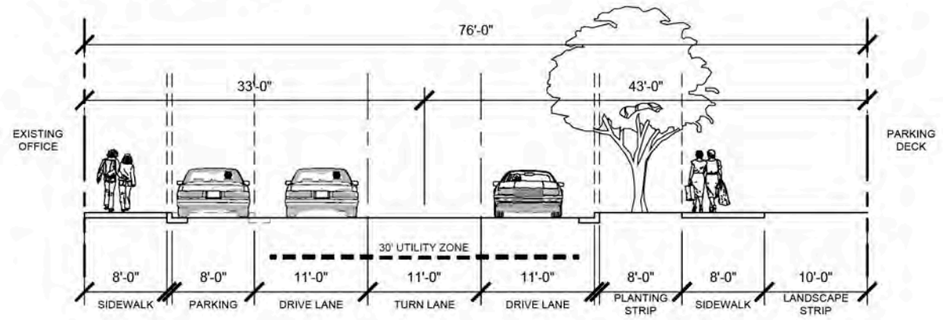

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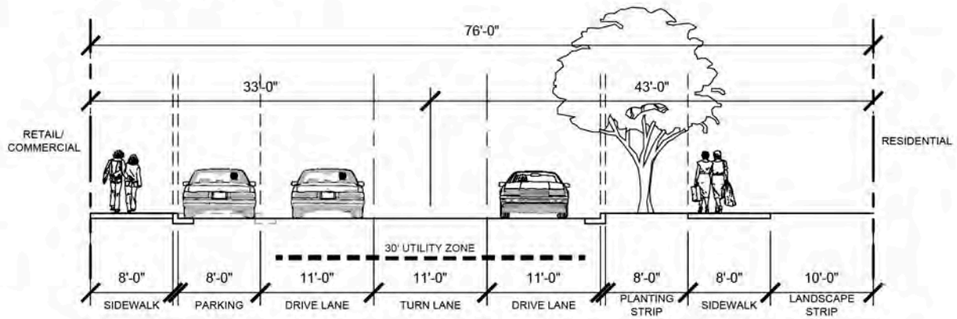

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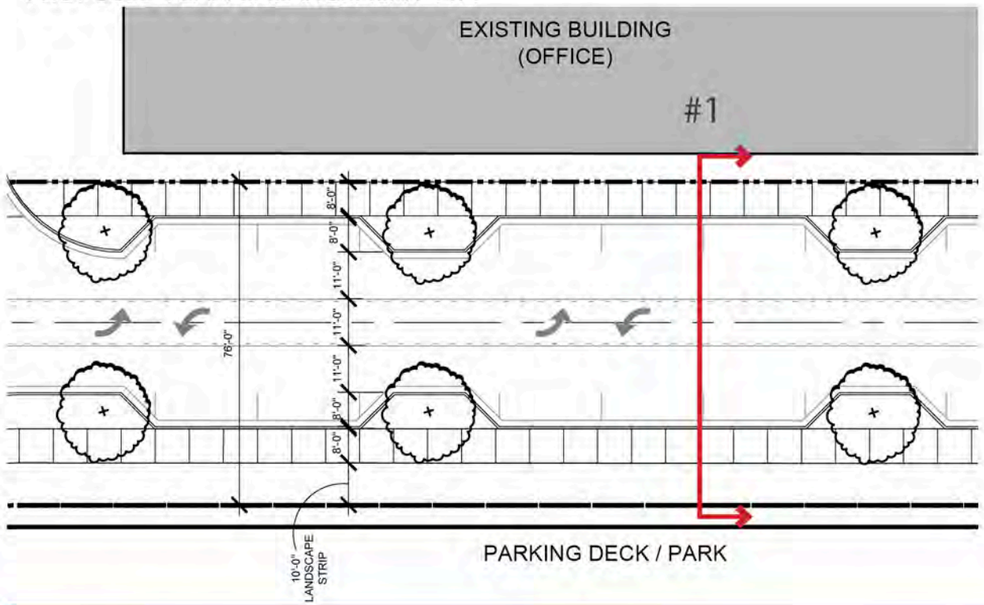

STREET TYPE KEY PLAN:



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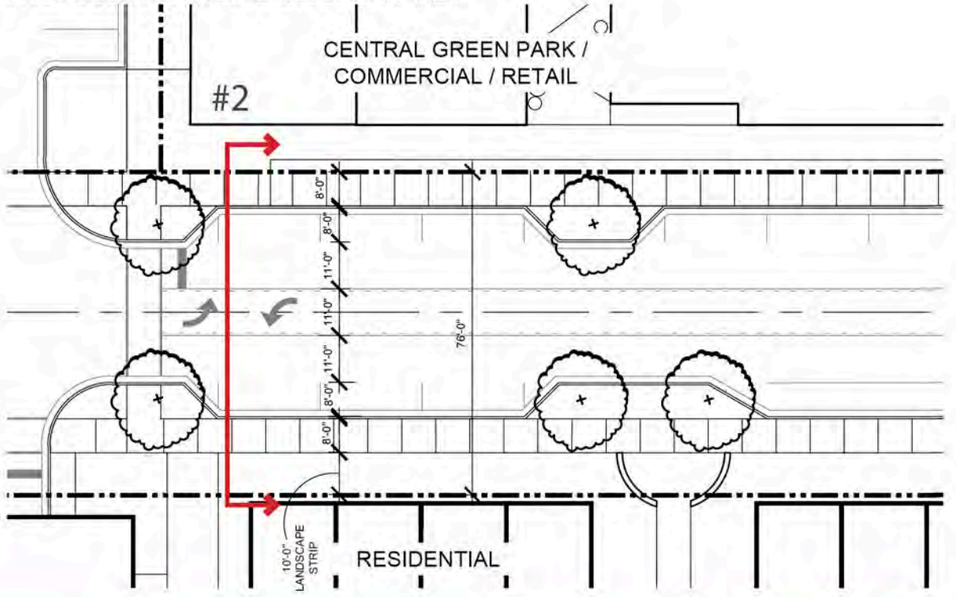

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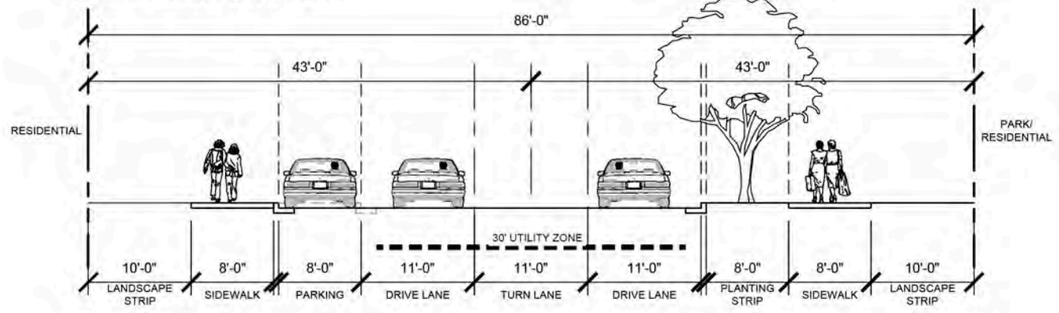

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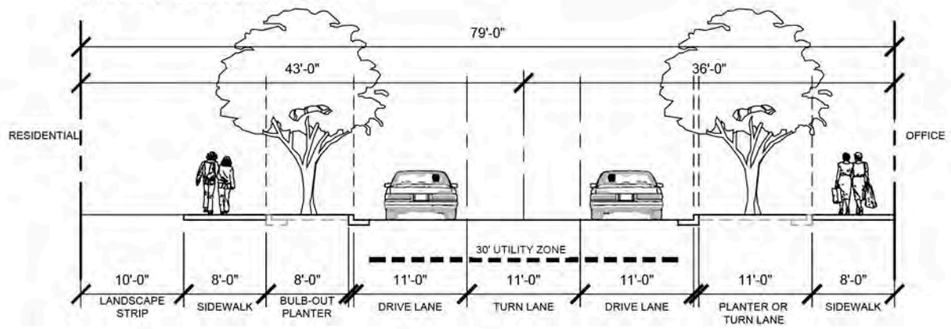

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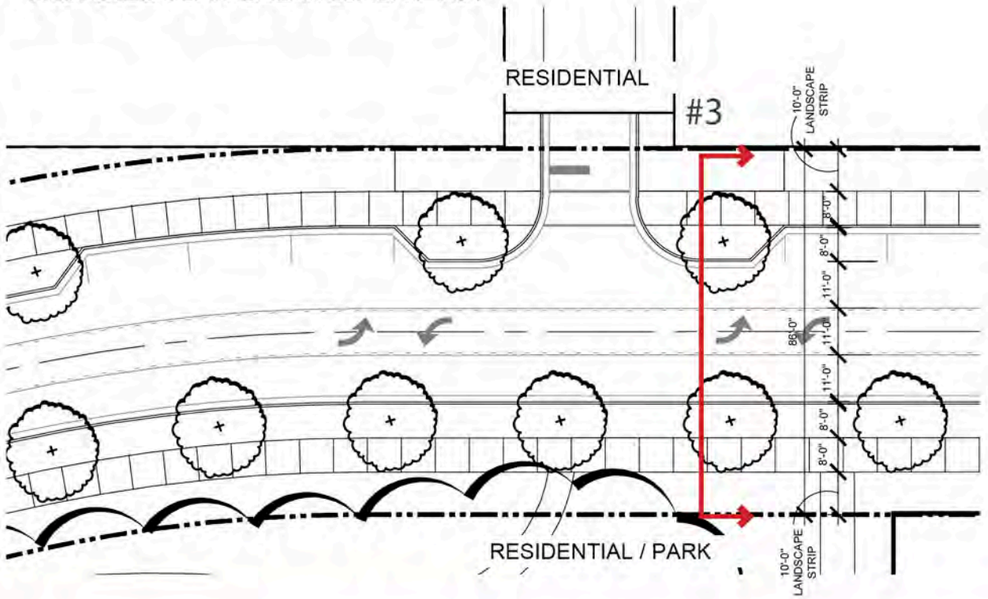

STREET TYPE KEY PLAN:



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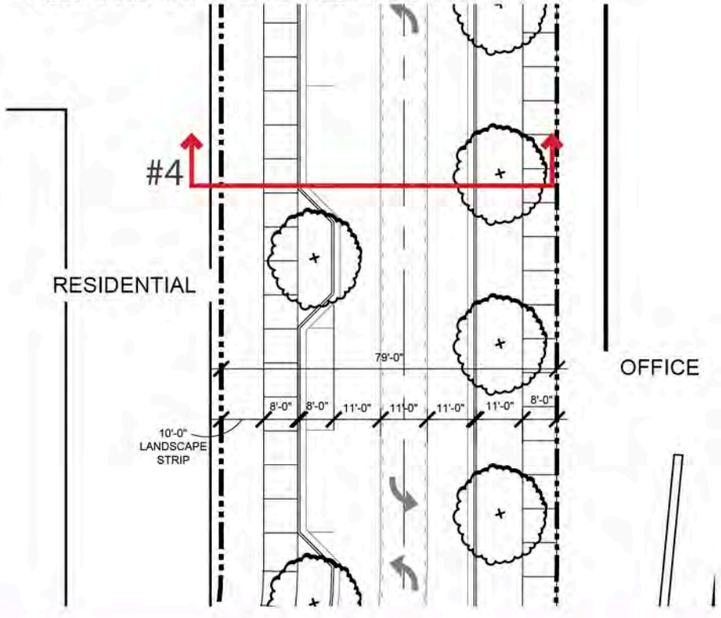

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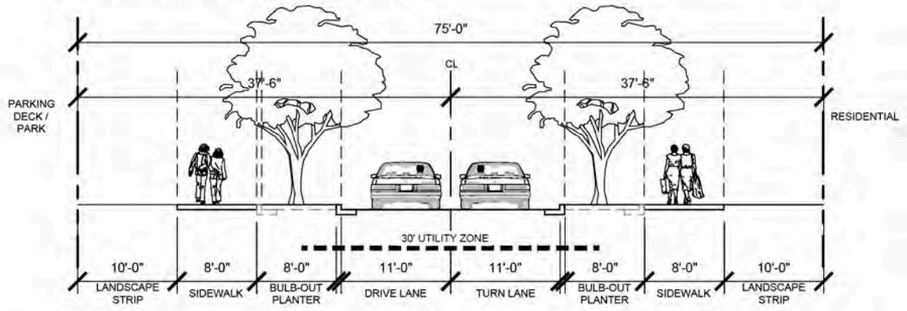

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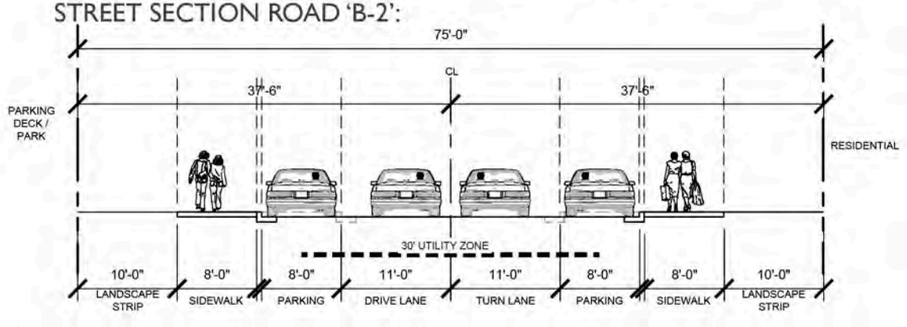

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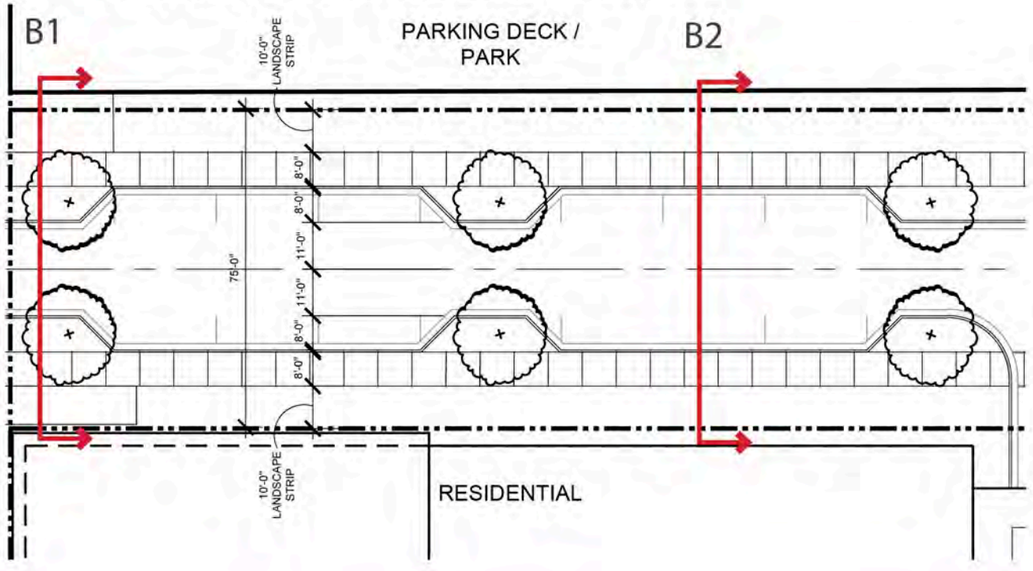

STREET TYPE KEY PLAN:



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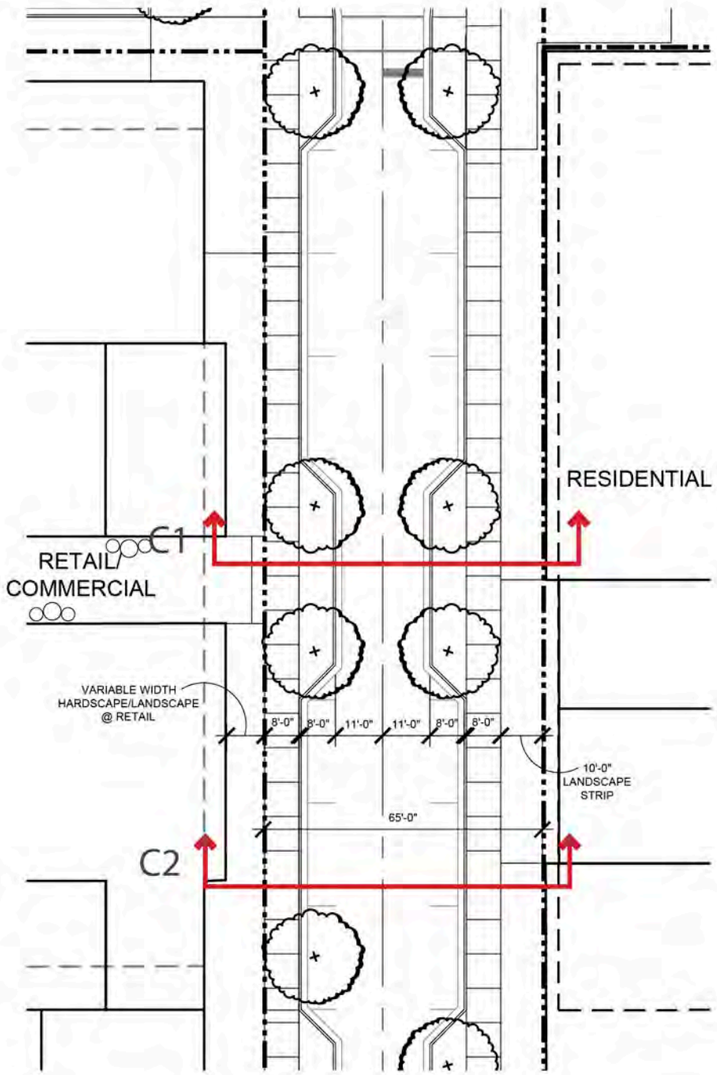

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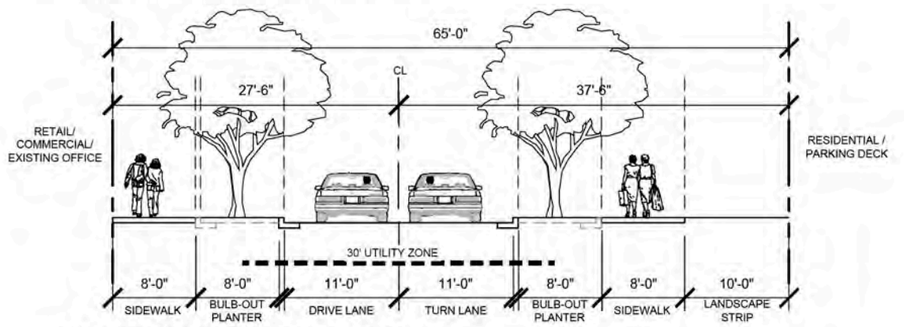

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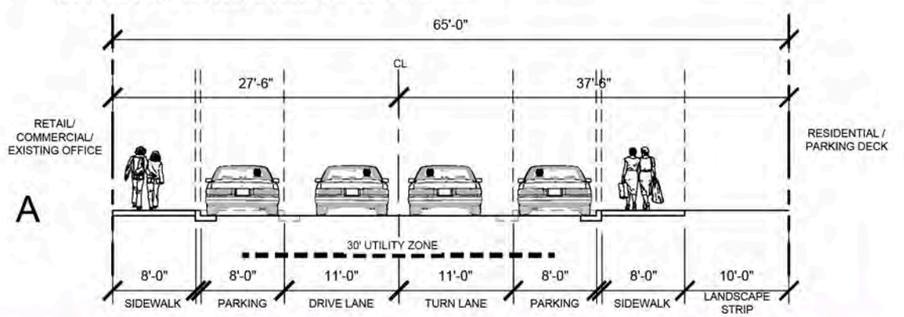

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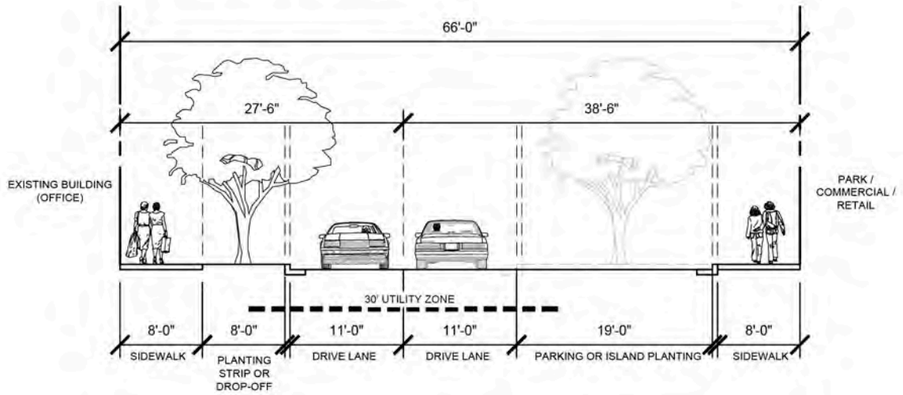

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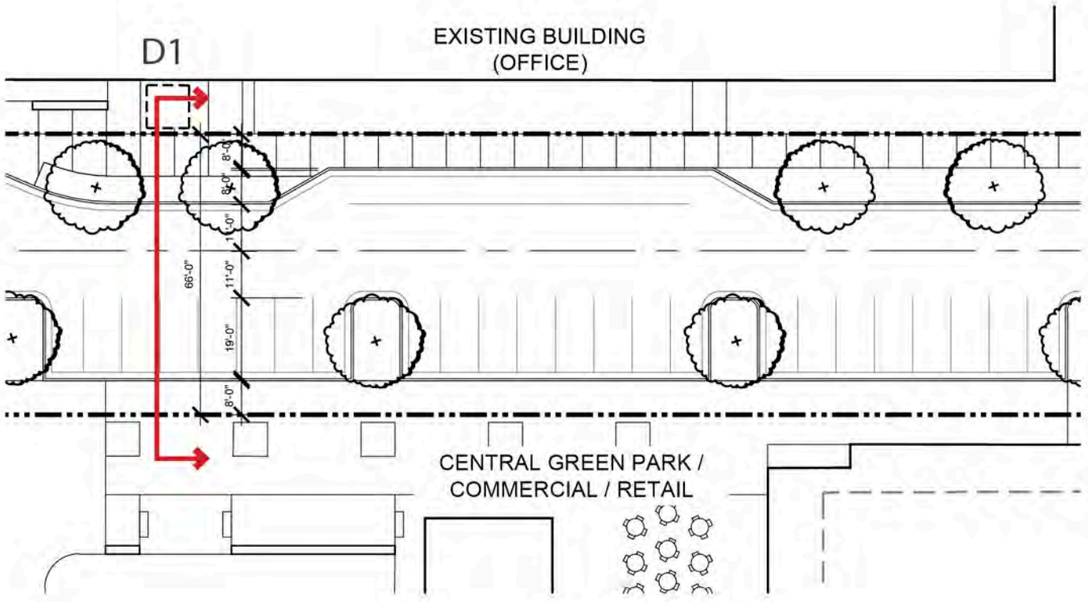

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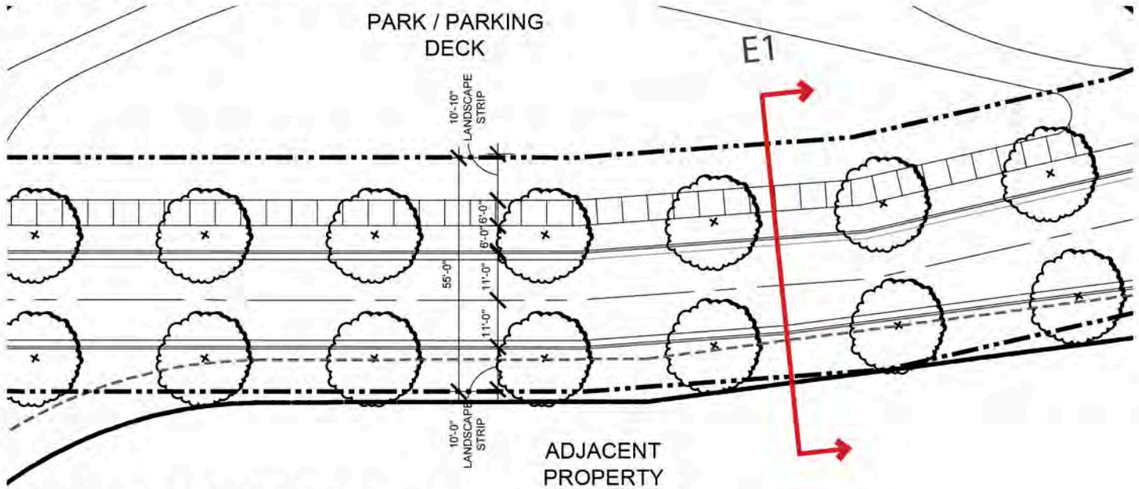

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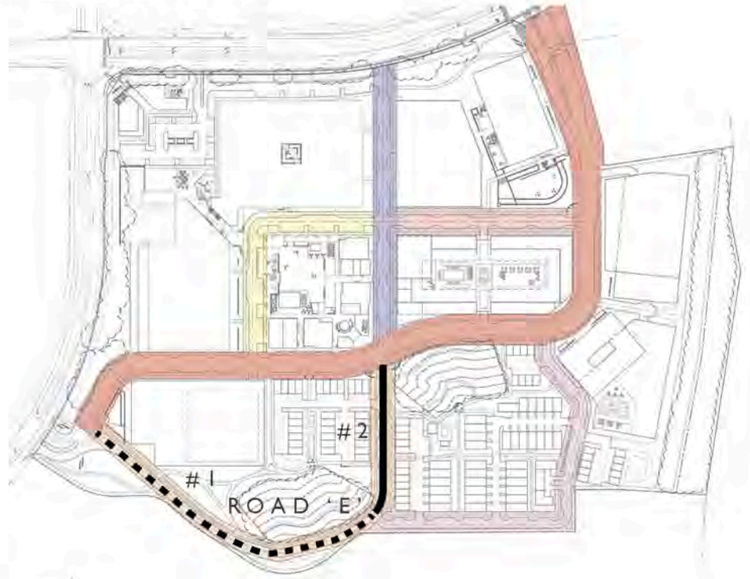

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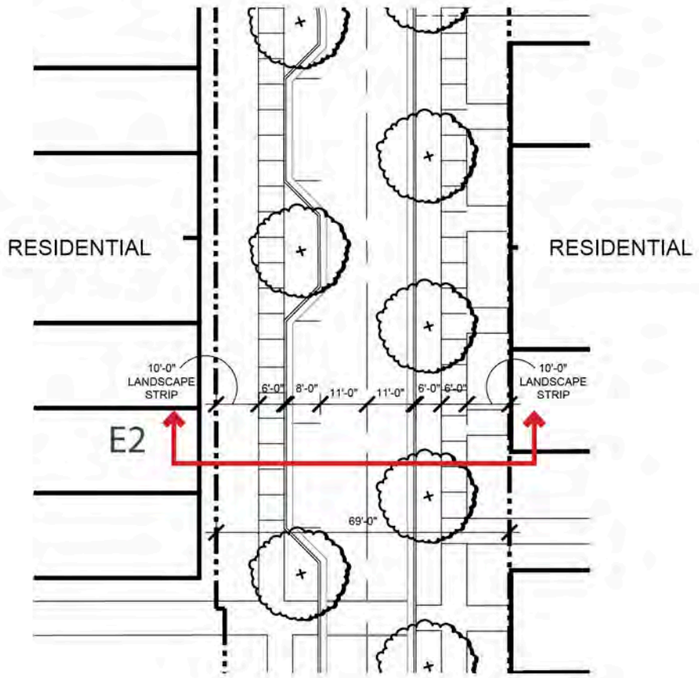

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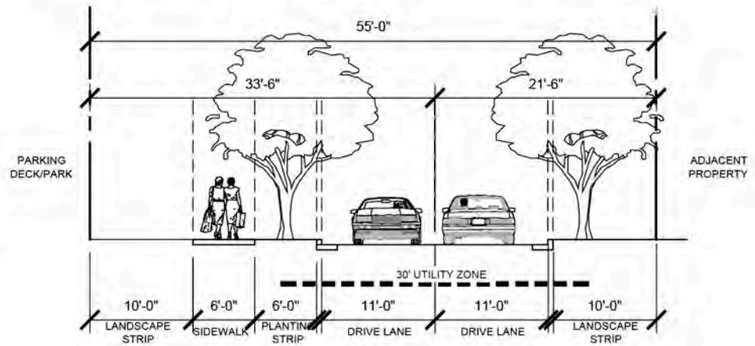

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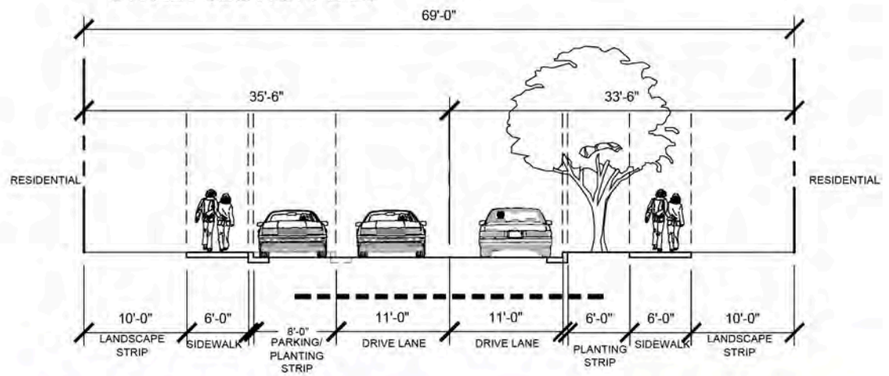

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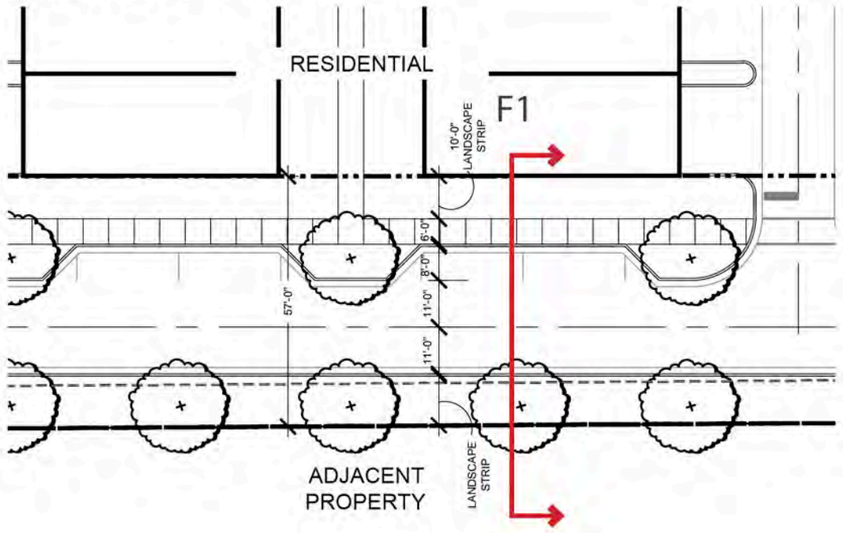

STREET TYPE KEY PLAN:



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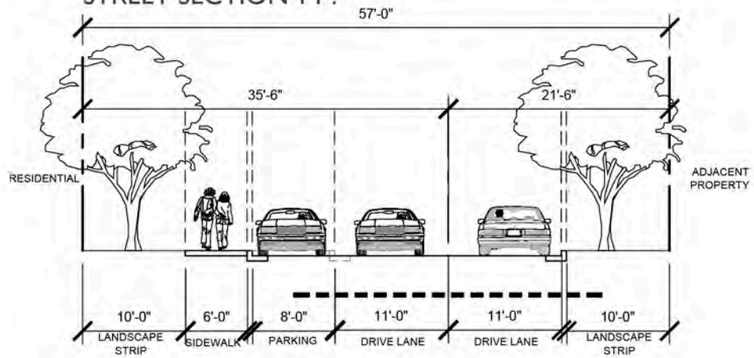
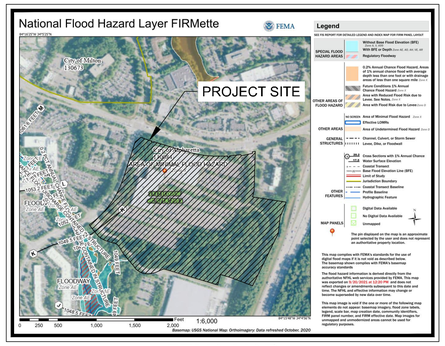


LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N88°49'07.75"E
L21	14.32	N87°15'38.75"E
L22	11.54	S2°47'32.02"E
L23	26.22	N86°42'27.98"E
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.49	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N72°25'58.07"W
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'25.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'



FEMA MAP

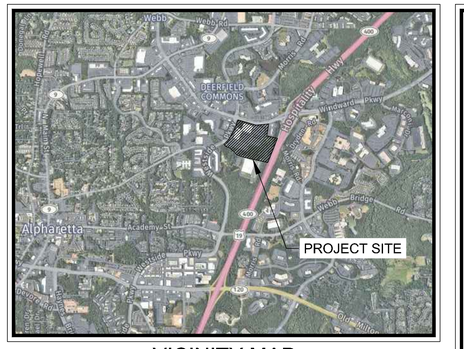
THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

BUFFER	EXISTING IMPERVIOUS ENCROACHMENT	PROPOSED IMPERVIOUS ENCROACHMENT	TOTAL POTENTIAL ENCROACHMENT*
0'-25' STATE	0 SF	0 SF	778 SF
25'-50' CITY	3,841 SF	0 SF	5,795 SF
50'-75' CITY	6,924 SF	191 SF	30,208 SF

*DIFFERENCE BETWEEN TOTAL AND IMPERVIOUS ENCROACHMENT IS POTENTIAL ENCROACHMENT ASSOCIATED WITH REMOVAL OF EXISTING IMPERVIOUS AREA AND INVASIVE SPECIES AND REVEGETATION WITH NATIVE SPECIES.

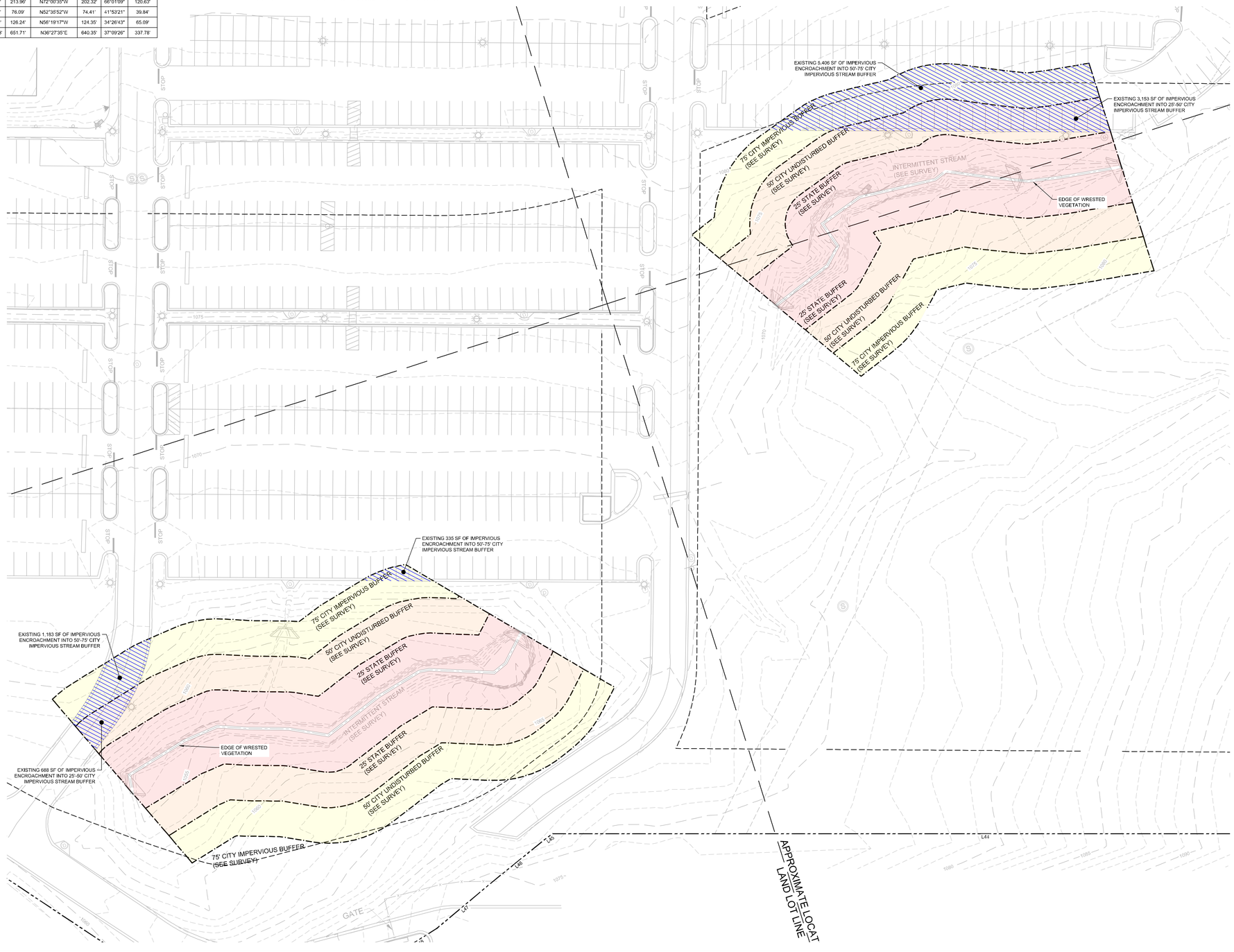
LEGEND:

- 0'-25' STATE UNDISTURBED STREAM BUFFER
- 25'-50' CITY UNDISTURBED STREAM BUFFER
- 50'-75' CITY IMPERVIOUS STREAM BUFFER
- EXISTING IMPERVIOUS ENCROACHMENT



VICINITY MAP

NOT TO SCALE



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES
PROPOSED BUILDING SETBACK:	
FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT
PROPOSED LANDSCAPE SETBACK:	
FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE):	60 FT
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL

'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%

'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS

TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT:	1,910,910 GSF	
RESIDENTIAL:	511,811 GSF =	**27%**
COMMERCIAL / RETAIL:	73,800 GSF =	**4%**
OFFICE:	1,325,299 GSF =	**69%**

(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING: **6,693 SPACES** (TOTAL)

*FOR RENT' RESIDENTIAL (280 UNITS):	**574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
*FOR SALE' RESIDENTIAL (98 UNITS):	**264 SPACES** (1 / BEDROOM)
RESTAURANT (36,900 GSF):	**369 SPACES** (10 / 1,000 GSF)
RETAIL (36,900 GSF):	**185 SPACES** (5 / 1,000 GSF)
OFFICE (1,325,299 GSF):	**5,301 SPACES** (4 / 1,000 GSF)

***PROPOSED PARKING:** **5,020 SPACES** (TOTAL)

PARKING - STRUCTURE:	4,562 SPACES
PARKING - SURFACE:	262 SPACES
PARKING - PRIVATE GARAGES:	196 SPACES

*25% REDUCTION OF TOTAL REQUIRED BY CODE. REFERENCE PARKING STUDY BY KIMLEY-HORN, DATED 09/26/2022.
**PROPOSED PARKING TOTAL DOES NOT INCLUDE FOR-SALE DRIVEWAY PARKING.

OPEN SPACE REQUIREMENTS:

CIVIC SPACE: (10% SITE AREA)	5.19 ACRES
ADDITIONAL OPEN SPACE:	10.43 ACRES

(1 AC PER 100 POPULATION GENERATED USING 2.76 PERSONS PER HOUSEHOLD)

TOTAL REQUIRED: **15.62 ACRES (680,407 SF)**

*PROPOSED OPEN SPACE:

CIVIC SPACE: 7.40 ACRES (322,470 SF)
(INCLUDES: SQUARES, PLAZAS, POCKET PARKS, MULTI-USE TRAILS)

ADDITIONAL OPEN SPACE: 8.64 ACRES (376,238 SF)
(INCLUDES: YARDS AND LAWNS, WOODED AREAS, OUTDOOR DINING, BALCONIES)

TOTAL OPEN SPACE PROVIDED: **16.04 ACRES (698,708 SF)**

*REFFERENCE OPEN SPACE PLAN FOR ADDITIONAL DETAILS

REQUIRED 'FOR RENT' AMENITY SPACE: **0.39 AC (16,800 SF)**
PARCEL G: (75 SF PER DWELLING UNIT) 0.39 ACRES (16,800 SF)
PROVIDED 'FOR RENT' AMENITY SPACE: **0.77 ACRES (33,500 SF)**
PARCEL G: (150 SF PER DWELLING UNIT) 0.77 ACRES (33,500 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE AND THE MU REGULATIONS.

STORMWATER MANAGEMENT NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS PROVIDING RUNOFF REDUCTION, CHANNEL PROTECTION, OVERBANK FLOODING PROTECTION, AND WATER QUALITY CONTROL PER THE CODE REQUIREMENTS.

EXISTING CONDITIONS AND TREE SURVEY NOTE:

EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY PROVIDED BY LECRAW ENGINEERING, DATED 06/29/2021.

A TREE EXHIBIT PROVIDED BY LECRAW ENGINEERING, DATED 10/22/2021, AND AN ARBORIST REPORT PROVIDED BY OUTDOOR SPACES, DATED 09/15/2021, ARE PROVIDED AS SEPARATE DOCUMENTS.

STREETSCAPE SECTION NOTE:

REFERENCE SEPARATE STREETSCAPE SECTIONS FOR INTERNAL ROADS 'A - F'.

VARIANCES:

1. PROPOSED REDUCTION OF RETAIL DENSITY REQUIREMENT FROM 10% TO 4%.
2. REDUCE 5' LANDSCAPE STRIP TO 0' ALONG SOUTHERN PROPERTY BOUNDARY AT ROAD E
3. PROPOSED REDUCTION OF REQUIRED 75' COA IMPERVIOUS STREAM BUFFER TO 70' IN AREAS SHOWN ON SITE PLAN TO ALLOW FOR GRADING FOR PROPOSED STREETSCAPE SECTIONS AND MULTI-USE TRAILS.
4. PROPOSED REDUCTION OF REQUIRED 20-FT LANDSCAPE STRIP ALONG WINDWARD PARKWAY TO 17-FT FOR ±40 LF.
5. PROPOSED REDUCTION OF LANDSCAPE STRIP REQUIREMENT TO 0-FT AS SHOWN ON STREETSCAPE SECTIONS FOR ROADS 'A - F'.

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GRAPHIC SCALE IN FEET
0 ## ## ##

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CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2900

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1189, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER JOHN TAYLOR CORD
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000

TITLE
EXISTING STREAM BUFFER ENCROACHMENT

SHEET NUMBER
ZP-1C

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

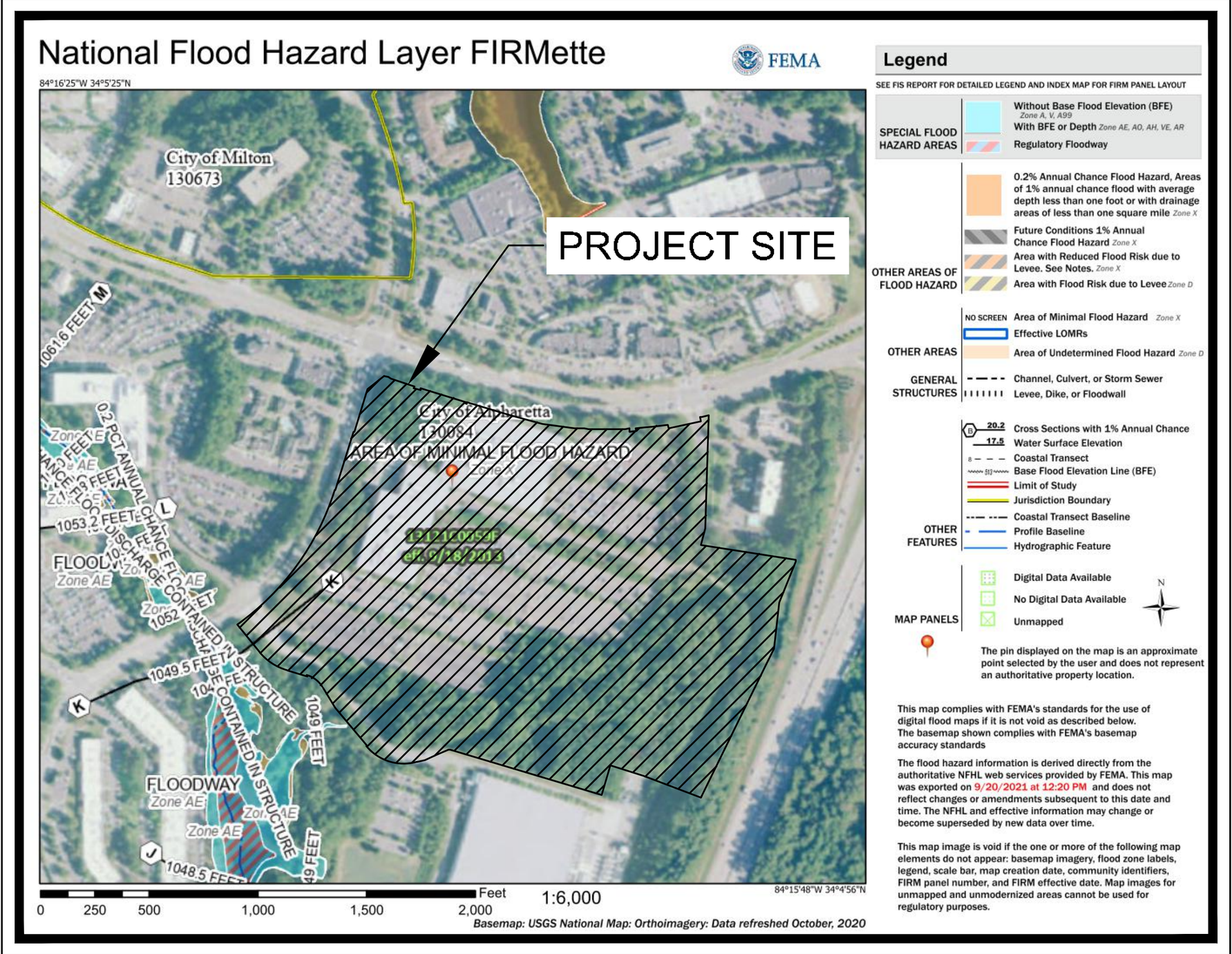
Drawing name: \\Kimley-horn.com\se_alp1\AMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Existing Stream Buffer Sep 26, 2022, 9:21am by Monica Lester

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N88°49'07.75"E
L21	14.32	N87°15'38.75"E
L22	11.54	S2°47'32.02"E
L23	26.22	N86°42'27.98"E
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.49	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N72°25'58.07"W
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'25.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'



FEMA MAP

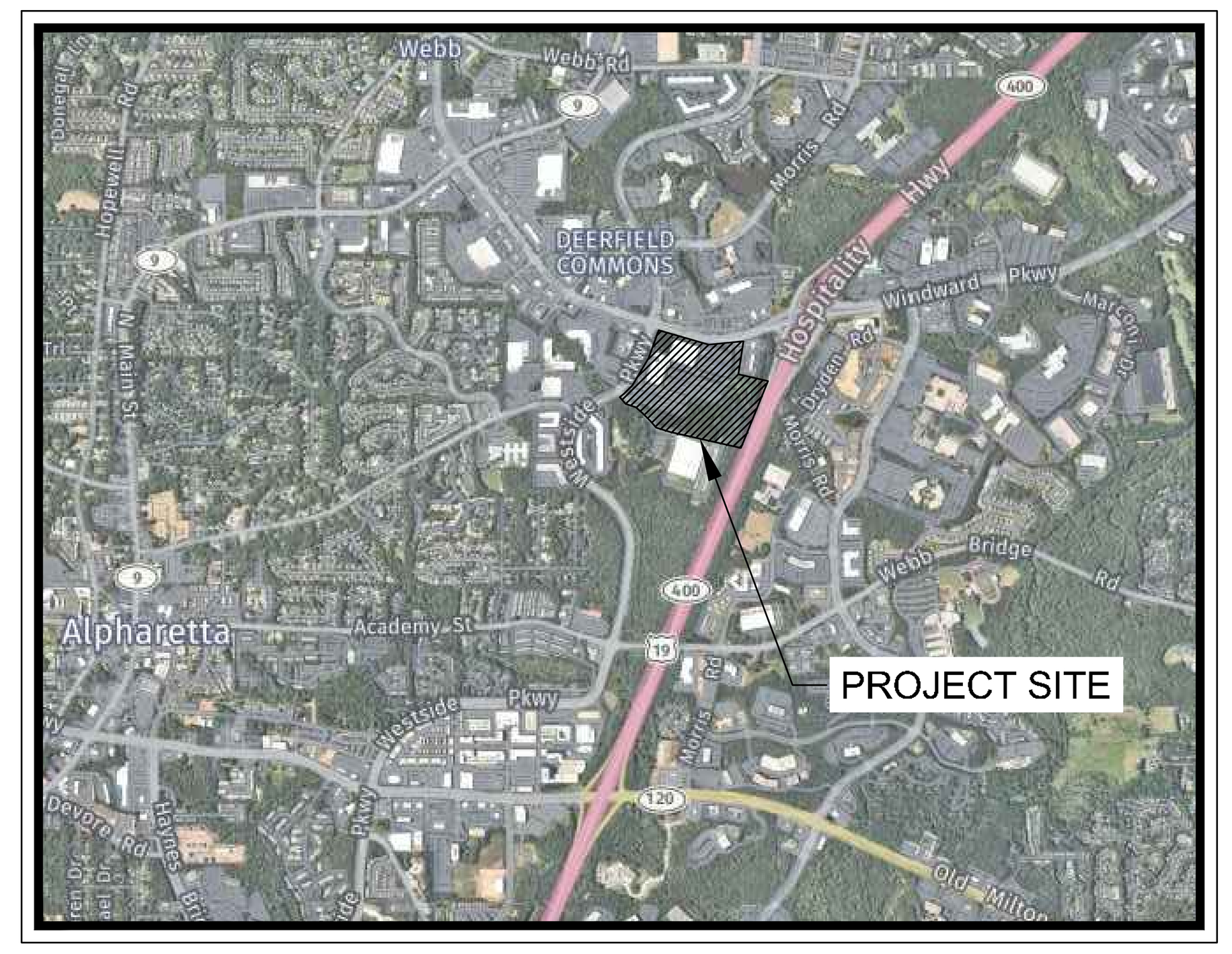
THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

BUFFER	EXISTING IMPERVIOUS ENCROACHMENT	PROPOSED IMPERVIOUS ENCROACHMENT	TOTAL POTENTIAL ENCROACHMENT*
0'-25' STATE	0 SF	0 SF	778 SF
25'-50' CITY	3,841 SF	0 SF	5,795 SF
50'-75' CITY	6,924 SF	191 SF	30,208 SF

*DIFFERENCE BETWEEN TOTAL AND IMPERVIOUS ENCROACHMENT IS POTENTIAL ENCROACHMENT ASSOCIATED WITH REMOVAL OF EXISTING IMPERVIOUS AREA AND INVASIVE SPECIES AND REVEGETATION WITH NATIVE SPECIES.

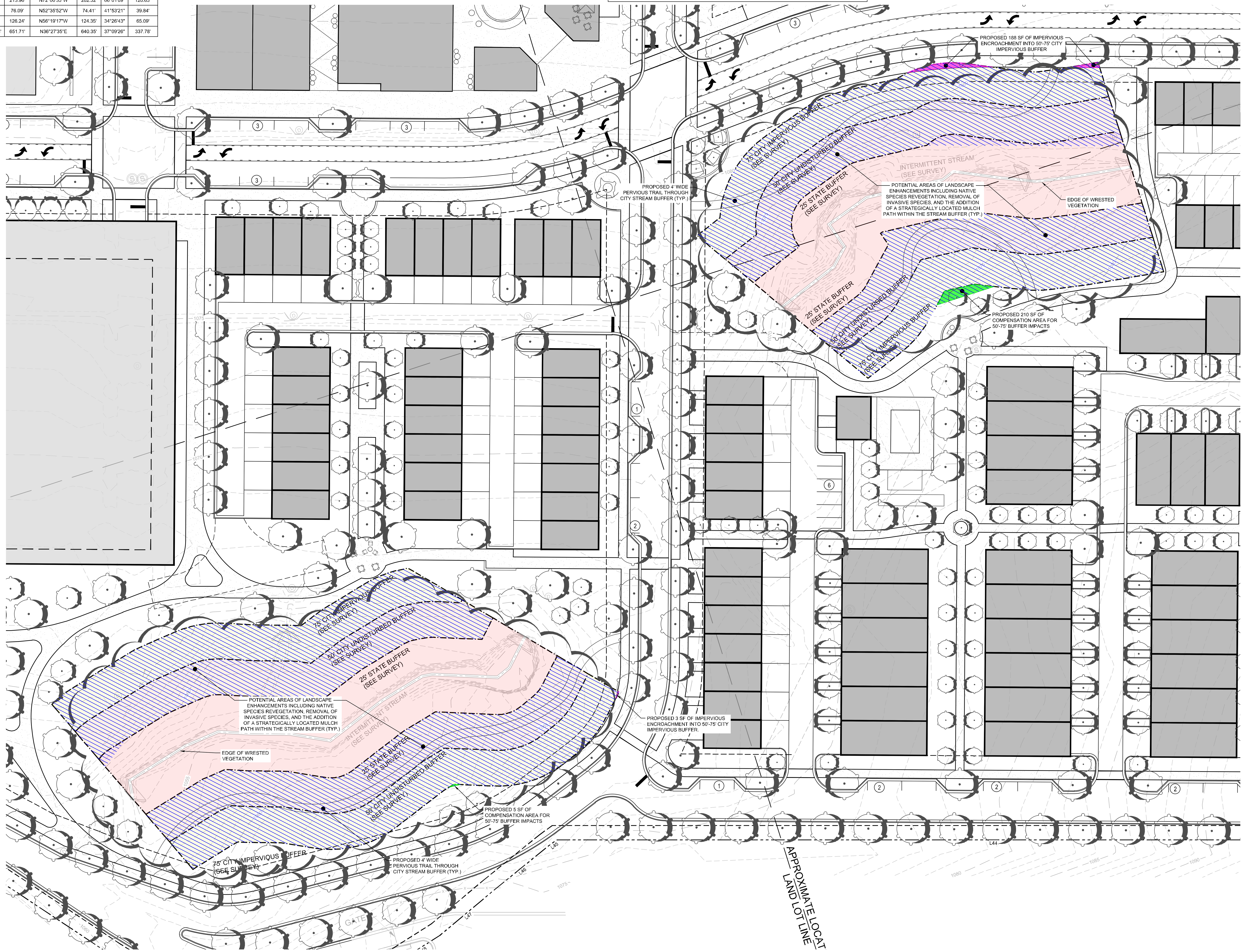
LEGEND:

- 0'-25' STATE UNDISTURBED STREAM BUFFER
- 25'-50' CITY UNDISTURBED STREAM BUFFER
- 50'-75' CITY IMPERVIOUS STREAM BUFFER
- PROPOSED IMPERVIOUS ENCROACHMENT INTO 50'-75' CITY IMPERVIOUS STREAM BUFFER
- PROPOSED COMPENSATION AREA FOR IMPERVIOUS ENCROACHMENT INTO 5'-75' CITY IMPERVIOUS STREAM BUFFER
- POTENTIAL BUFFER ENCROACHMENT



VICINITY MAP

NOT TO SCALE



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING: O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING: MU (MIXED USE)

SITE AREA: 51.86 ACRES

PROPOSED BUILDING SETBACK:
FRONT (WINDWARD PKWY): 20 FT
FRONT (WESTSIDE PKWY): 20 FT
SIDE: 10 FT

PROPOSED LANDSCAPE SETBACK:
FRONT (WINDWARD PKWY): 20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY): 20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE): 60 FT
SIDE: 10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL
'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%
'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS
TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT: 1,910,910 GSF
RESIDENTIAL: 511,811 GSF = **27%**
COMMERCIAL / RETAIL: 73,800 GSF = **4%**
OFFICE: 1,325,299 GSF = **69%**
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING: **6,693 SPACES** (TOTAL)
'FOR RENT' RESIDENTIAL (280 UNITS): **574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
'FOR SALE' RESIDENTIAL (98 UNITS): **264 SPACES** (1 / BEDROOM)
RESTAURANT (36,900 GSF): **369 SPACES** (10 / 1,000 GSF)
RETAIL (36,900 GSF): **185 SPACES** (5 / 1,000 GSF)
OFFICE (1,325,299 GSF): **5,301 SPACES** (4 / 1,000 GSF)

***PROPOSED PARKING:** **5,020 SPACES** (TOTAL)
PARKING - STRUCTURE: 4,562 SPACES
PARKING - SURFACE: 262 SPACES
PARKING - PRIVATE GARAGES: 196 SPACES

*25% REDUCTION OF TOTAL REQUIRED BY CODE. REFERENCE PARKING STUDY BY KIMLEY-HORN, DATED 09/26/2022.
*PROPOSED PARKING TOTAL DOES NOT INCLUDE FOR-SALE DRIVEWAY PARKING.

OPEN SPACE REQUIREMENTS:

CIVIC SPACE: (10% SITE AREA) 5.19 ACRES
ADDITIONAL OPEN SPACE: 10.43 ACRES
(1 AC PER 100 POPULATION GENERATED USING 2.76 PERSONS PER HOUSEHOLD)

TOTAL REQUIRED: 15.62 ACRES (680,407 SF)

*PROPOSED OPEN SPACE:

CIVIC SPACE: 7.40 ACRES (322,470 SF)
(INCLUDES: SQUARES, PLAZAS, POCKET PARKS, MULTI-USE TRAILS)

ADDITIONAL OPEN SPACE: 8.64 ACRES (376,238 SF)
(INCLUDES: YARDS AND LAWNS, WOODED AREAS, OUTDOOR DINING, BALCONIES)

TOTAL OPEN SPACE PROVIDED: 16.04 ACRES (698,708 SF)

*REFERENCE OPEN SPACE PLAN FOR ADDITIONAL DETAILS

REQUIRED 'FOR RENT' AMENITY SPACE: **0.39 AC (16,800 SF)**
PARCEL G: (75 SF PER DWELLING UNIT) 0.39 ACRES (16,800 SF)
PROVIDED 'FOR RENT' AMENITY SPACE: **0.77 ACRES (33,500 SF)**
PARCEL G: (150 SF PER DWELLING UNIT) 0.77 ACRES (33,500 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE AND THE MU REGULATIONS.

STORMWATER MANAGEMENT NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS PROVIDING RUNOFF REDUCTION, CHANNEL PROTECTION, OVERBANK FLOODING PROTECTION, AND WATER QUALITY CONTROL PER THE CODE REQUIREMENTS.

EXISTING CONDITIONS AND TREE SURVEY NOTE:

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STREETSCAPE SECTION NOTE:

REFERENCE SEPARATE STREETSCAPE SECTIONS FOR INTERNAL ROADS 'A - F'.

VARIANCES:

1. PROPOSED REDUCTION OF RETAIL DENSITY REQUIREMENT FROM 10% TO 4%.
2. REDUCE 5' LANDSCAPE STRIP TO 0' ALONG SOUTHERN PROPERTY BOUNDARY AT ROAD E
3. PROPOSED REDUCTION OF REQUIRED 75' COA IMPERVIOUS STREAM BUFFER TO 70' IN AREAS SHOWN ON SITE PLAN TO ALLOW FOR GRADING FOR PROPOSED STREETSCAPE SECTIONS AND MULTI-USE TRAILS.
4. PROPOSED REDUCTION OF REQUIRED 20-FT LANDSCAPE STRIP ALONG WINDWARD PARKWAY TO 17-FT FOR ±46 LF.
5. PROPOSED REDUCTION OF LANDSCAPE STRIP REQUIREMENT TO 0-FT AS SHOWN ON STREETSCAPE SECTIONS FOR ROADS 'A - F'.

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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

Kimley»Horn
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PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2900

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1190, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE044653 JORDAN TAYLOR CORBIT
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000

TITLE
PROPOSED STREAM BUFFER ENCROACHMENT

SHEET NUMBER
ZP-1E

Drawing name: \\Kimley-horn.com\se_alp1\AMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Proposed Stream Buffer (2) Sep 26, 2022 9:23am by: Monica.Lester

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N89°49'07.75"E
L21	14.32	N87°15'36.75"E
L22	11.54	S2°47'32.02"E
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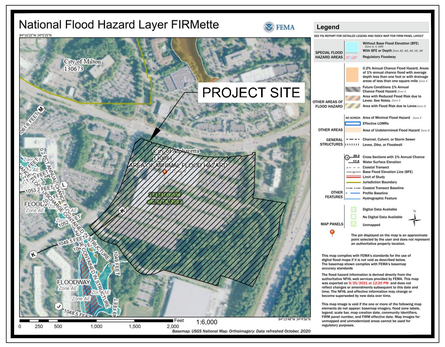
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.49	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N72°25'58.07"W
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'25.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'



FEMA MAP

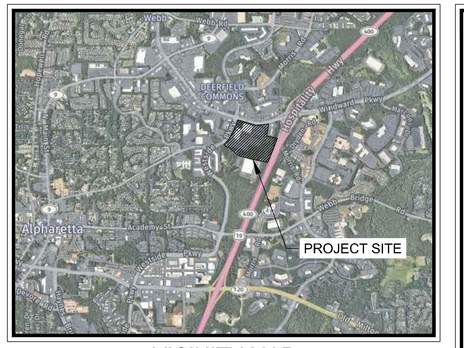
THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

BUFFER	EXISTING IMPERVIOUS ENCROACHMENT	PROPOSED IMPERVIOUS ENCROACHMENT	TOTAL POTENTIAL ENCROACHMENT*
0'-25' STATE	0 SF	0 SF	778 SF
25'-50' CITY	3,841 SF	0 SF	5,795 SF
50'-75' CITY	6,924 SF	191 SF	30,208 SF

*DIFFERENCE BETWEEN TOTAL AND IMPERVIOUS ENCROACHMENT IS POTENTIAL ENCROACHMENT ASSOCIATED WITH REMOVAL OF EXISTING IMPERVIOUS AREA AND INVASIVE SPECIES AND REVEGETATION WITH NATIVE SPECIES.

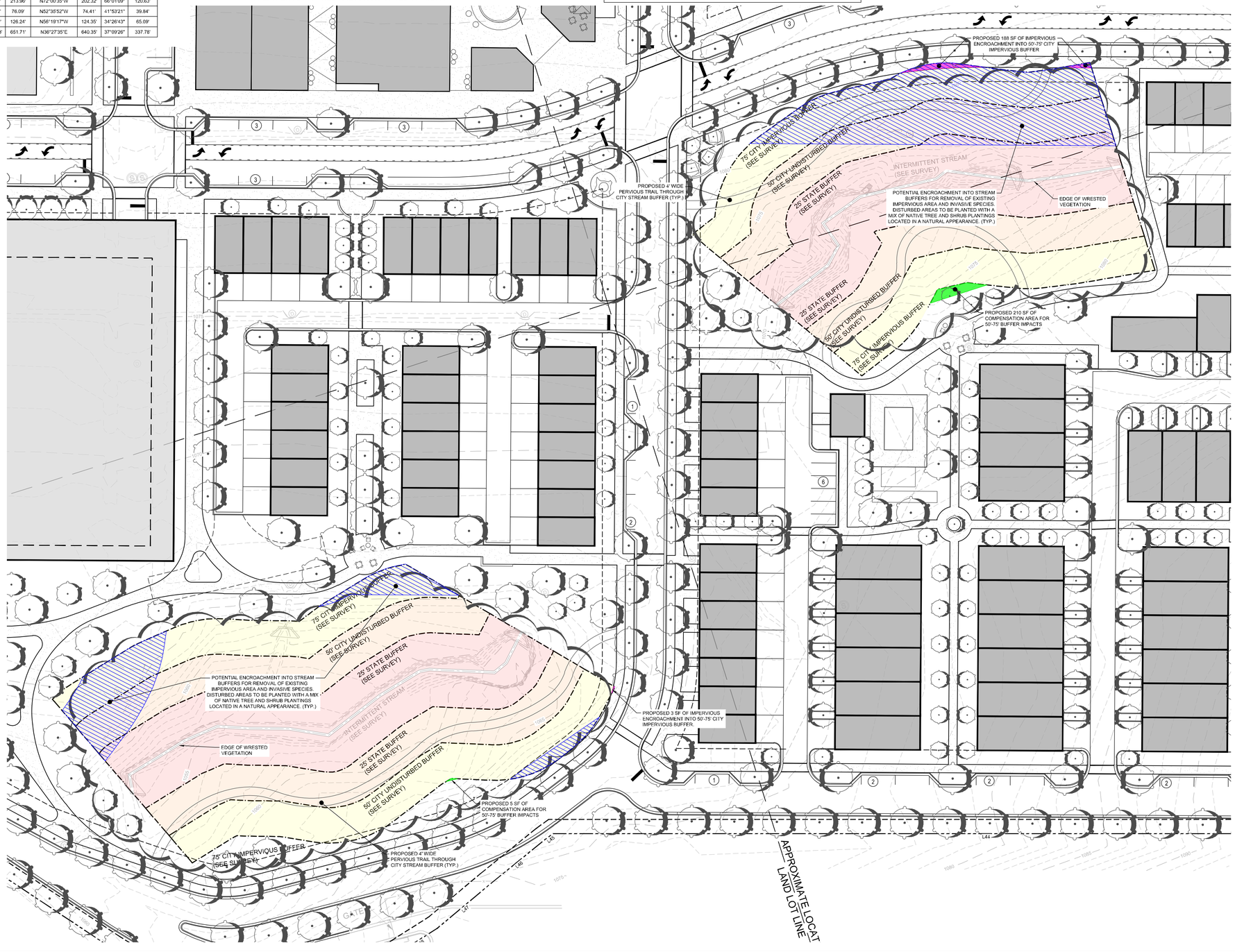
LEGEND:

- 0'-25' STATE UNDISTURBED STREAM BUFFER
- 25'-50' CITY UNDISTURBED STREAM BUFFER
- 50'-75' CITY IMPERVIOUS STREAM BUFFER
- PROPOSED IMPERVIOUS ENCROACHMENT INTO 50'-75' CITY IMPERVIOUS STREAM BUFFER
- PROPOSED COMPENSATION AREA FOR IMPERVIOUS ENCROACHMENT INTO 5'-75' CITY IMPERVIOUS STREAM BUFFER
- POTENTIAL BUFFER ENCROACHMENT



VICINITY MAP

NOT TO SCALE



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES
PROPOSED BUILDING SETBACK:	
FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT
PROPOSED LANDSCAPE SETBACK:	
FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE):	60 FT
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL

'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%

'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS

TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT:	1,910,910 GSF	
RESIDENTIAL:	511,811 GSF =	**27%**
COMMERCIAL / RETAIL:	73,800 GSF =	**4%**
OFFICE:	1,325,299 GSF =	**69%**

(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING:	**6,693 SPACES** (TOTAL)
*FOR RENT' RESIDENTIAL (280 UNITS):	**574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
*FOR SALE' RESIDENTIAL (98 UNITS):	**264 SPACES** (1 / BEDROOM)
RESTAURANT (36,900 GSF):	**369 SPACES** (10 / 1,000 GSF)
RETAIL (36,900 GSF):	**185 SPACES** (5 / 1,000 GSF)
OFFICE (1,325,299 GSF):	**5,301 SPACES** (4 / 1,000 GSF)
***PROPOSED PARKING:**	**5,020 SPACES** (TOTAL)
PARKING - STRUCTURE:	4,562 SPACES
PARKING - SURFACE:	262 SPACES
PARKING - PRIVATE GARAGES:	196 SPACES

*25% REDUCTION OF TOTAL REQUIRED BY CODE. REFERENCE PARKING STUDY BY KIMLEY-HORN, DATED 09/26/2022.
*PROPOSED PARKING TOTAL DOES NOT INCLUDE FOR-SALE DRIVEWAY PARKING.

OPEN SPACE REQUIREMENTS:

CIVIC SPACE: (10% SITE AREA)	5.19 ACRES
ADDITIONAL OPEN SPACE:	10.43 ACRES

(1 AC PER 100 POPULATION GENERATED USING 2.76 PERSONS PER HOUSEHOLD)

TOTAL REQUIRED: **15.62 ACRES (680,407 SF)**

*PROPOSED OPEN SPACE:

CIVIC SPACE: 7.40 ACRES (322,470 SF)
(INCLUDES: SQUARES, PLAZAS, POCKET PARKS, MULTI-USE TRAILS)

ADDITIONAL OPEN SPACE: 8.64 ACRES (376,238 SF)
(INCLUDES: YARDS AND LAWNS, WOODED AREAS, OUTDOOR DINING, BALCONIES)

TOTAL OPEN SPACE PROVIDED: **16.04 ACRES (698,708 SF)**

*REFFERENCE OPEN SPACE PLAN FOR ADDITIONAL DETAILS

REQUIRED 'FOR RENT' AMENITY SPACE: **0.39 AC (16,800 SF)**
PARCEL G: (75 SF PER DWELLING UNIT) 0.39 ACRES (16,800 SF)
PROVIDED 'FOR RENT' AMENITY SPACE: **0.77 ACRES (33,500 SF)**
PARCEL G: (150 SF PER DWELLING UNIT) 0.77 ACRES (33,500 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE AND THE MU REGULATIONS.

STORMWATER MANAGEMENT NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS PROVIDING RUNOFF REDUCTION, CHANNEL PROTECTION, OVERBANK FLOODING PROTECTION, AND WATER QUALITY CONTROL PER THE CODE REQUIREMENTS.

EXISTING CONDITIONS AND TREE SURVEY NOTE:

EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY PROVIDED BY LECRAW ENGINEERING, DATED 06/29/2021.

A TREE EXHIBIT PROVIDED BY LECRAW ENGINEERING, DATED 10/22/2021, AND AN ARBORIST REPORT PROVIDED BY OUTDOOR SPACES, DATED 09/15/2021, ARE PROVIDED AS SEPARATE DOCUMENTS.

STREETSCAPE SECTION NOTE:

REFERENCE SEPARATE STREETSCAPE SECTIONS FOR INTERNAL ROADS 'A - F'.

VARIANCES:

1. PROPOSED REDUCTION OF RETAIL DENSITY REQUIREMENT FROM 10% TO 4%.
2. REDUCE 5' LANDSCAPE STRIP TO 0' ALONG SOUTHERN PROPERTY BOUNDARY AT ROAD E
3. PROPOSED REDUCTION OF REQUIRED 75' COA IMPERVIOUS STREAM BUFFER TO 70' IN AREAS SHOWN ON SITE PLAN TO ALLOW FOR GRADING FOR PROPOSED STREETSCAPE SECTIONS AND MULTI-USE TRAILS.
4. PROPOSED REDUCTION OF REQUIRED 20-FT LANDSCAPE STRIP ALONG WINDWARD PARKWAY TO 17-FT FOR ±45 LF.
5. PROPOSED REDUCTION OF LANDSCAPE STRIP REQUIREMENT TO 0-FT AS SHOWN ON STREETSCAPE SECTIONS FOR ROADS 'A - F'.

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
0 15 30 60

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
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ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2800

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1190, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER JOSEPH TAYLOR CORD
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000

TITLE
PROPOSED STREAM BUFFER ENCROACHMENT

SHEET NUMBER
ZP-1D

Drawing name: \\Kimley-Horn.com\sa_atl\1AMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Proposed Stream Buffer Sep 26, 2022 9:22am by Monica.Lester

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley»Horn

MEMORANDUM

To: Joe Bucher, AIA, *Southwest Value Partners*

From: Harrison Forder, P.E., *Kimley-Horn and Associates, Inc.*
John D. Walker, P.E., PTOE, *Kimley-Horn and Associates, Inc.*

Date: September 26, 2022

RE: ***Continuum Alpharetta, City of Alpharetta, Georgia – Trip Generation Comparison***

Kimley-Horn is pleased to provide this memorandum regarding the trip generation comparison for the proposed *Continuum Alpharetta* development in the City of Alpharetta, Fulton County, Georgia. Per the *Trip Generation* section of this memorandum, the proposed September 2022 development plan is expected to generate less traffic the previously analyzed DRI #3508 development plan (December 2021) – see below for more information.

PROJECT OVERVIEW

The *Continuum Alpharetta* development is a proposed mixed-use development on an approximate 51.8-acre site located south of Windward Parkway, west of SR 400, and east of Westside Parkway in the City of Alpharetta, Georgia. The site was reviewed by GRTA and ARC as the *Continuum Alpharetta DRI #3508*. The ARC Final Findings were issued on January 14, 2022, and the GRTA Notice of Decision was issued on February 3, 2022. Since that time, the proposed land use densities have changed as the project goes through the rezoning process with the City of Alpharetta.

The site is currently zoned for O-I (Office-Institutional) land use and the entire 51.8-acre parcel is proposed to be rezoned to MU (Mixed-Use) zoning. The trip generation comparison will be based on the following scenarios, summarized in **Table 1**:

Table 1: Proposed Land Use and Density

Land Use	DRI #3508 Density (December 2021)	September 2022 Development Plan
Townhomes	82 units	98 units
Multifamily Residential	488 units	280 units
Hotel	218 rooms	-
Office	1,545,899 SF total *517,399 SF to remain* *1,028,500 SF new construction*	1,325,299 SF total *517,399 SF to remain* *807,900 SF new construction*
Retail	38,800 SF	36,900 SF
Restaurant	38,800 SF	36,900 SF

The purpose of this memorandum is to compare the trip generation potential of the DRI #3508 development plan with the trip generation potential of the September 2022 proposed development plan.

TRIP GENERATION

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the development and the distribution and assignment of that traffic through the study roadway network.

Anticipated trip generation for the proposed *Continuum Alpharetta* development was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition. Reductions to gross trips are also considered in the analysis, including mixed-use reductions, alternative transportation mode, and pass-by reductions, per the GRTA Letter of Understanding.

The densities and the project trip generation for the proposed development are summarized by land use in **Table 2**. A detailed trip generation summary for each development plan is attached.

Table 2:Net Trip Generation

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
DRI #3508 (December 2021) Densities			16,612	8,306	8,306	1,274	960	314	1,390	428	962
September 2022 Proposed Densities			11,538	5,769	5,769	931	709	222	998	293	705
Difference in Net Project Trips			*-5,074*	*-2,537*	*-2,537*	*-343*	*-251*	*-92*	*-392*	*-135*	*-257*
% Difference in Net Project Trips			*-30%*	*-30%*	*-30%*	*-27%*	*-26%*	*-29%*	*-28%*	*-31%*	*-27%*

Based on the trip generation shown in **Table 2**, the proposed September 2022 development plan is projected to generate approximately 5,074 less total daily trips, 343 fewer AM peak hour trips, and 392 fewer PM peak hour trips than the *Continuum Alpharetta DRI#3508*. The proposed September 2022 development plan will generate approximately 30% less net daily trips, 27% less AM peak hour trips, and approximately 28% less PM peak hour trips compared to the previously analyzed DRI #3508.

SUMMARY

The *Continuum Alpharetta* development is a proposed mixed-use development on an approximate 51.8-acre site located south of Windward Parkway, west of SR 400, and east of Westside Parkway in the City of Alpharetta, Georgia. The site is proposed to be rezoned from O-I to MU. The site was reviewed by GRTA and ARC as the *Continuum Alpharetta DRI #3508*. The ARC Final Findings were issued on January 14, 2022, and the GRTA Notice of Decision was issued on February 3, 2022. Since that time, the proposed land use densities have changed as the project goes through the rezoning process with the City of Alpharetta.

This memo compared the trip generation potential of the proposed September 2022 development plan to the trip generation potential of the previously analyzed DRI #3508 development plan (December 2021). Based on the trip generation comparison, the proposed September 2022 development plan is projected to generate approximately 30% less net daily trips, 27% less AM peak hour trips, and 28% less PM peak hour trips versus the previously analyzed *Continuum Alpharetta DRI #3508*. From a traffic generation perspective, the proposed September 2022 development plan will have a lower traffic impact than what was analyzed in the DRI. While less traffic is currently being considered for the site, no changes to the conditions of the GRTA Notice of Decision are requested.

We hope this information is helpful. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

John D. Walker, P.E., PTOE
Senior Vice President

Harrison Forder, P.E.
Project Engineer

Attachments:

- Trip Generation Analyses
- DRI #3508 Site Plan (December 2021)
- Proposed Site Plan (September 2022)

Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Continuum Alpharetta DRI #3508 - December 2021
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	82 d.u.	580	40	9	31	50	32	18
221 Multi-Family Housing (Mid-Rise)	488 d.u.	2,658	162	42	120	203	124	79
310 Hotel	218 rooms	2,034	104	61	43	137	70	67
710 General Office Building	1,028,500 s.f.	10,176	993	854	139	1,042	167	875
820 Shopping Center	38,800 s.f. gross leasable area	1,464	36	22	14	148	71	77
932 High-Turnover (Sit-Down) Restaurant	38,800 s.f.	4,352	386	212	174	379	235	144
Gross Trips (new development)		**21,264**	**1,721**	**1,200**	**521**	**1,959**	**699**	**1,260**
Residential Trips		3,238	202	51	151	253	156	97
Mixed-Use Reductions		*-406*	*-39*	*-4*	*-35*	*-85*	*-51*	*-34*
Alternative Mode Reductions		*-142*	*-8*	*-2*	*-6*	*-8*	*-5*	*-3*
Adjusted Residential Trips		2,690	155	45	110	160	100	60
Hotel Trips		2,034	104	61	43	137	70	67
Mixed-Use Reductions		*-256*	*-33*	*-2*	*-31*	*-30*	*-17*	*-13*
Alternative Mode Reductions		*-88*	*-4*	*-3*	*-1*	*-5*	*-3*	*-3*
Adjusted Hotel Trips		1,690	67	56	11	102	50	51
Office Trips		10,176	993	854	139	1,042	167	875
Mixed-Use Reductions		*-282*	*-143*	*-87*	*-56*	*-27*	*-10*	*-17*
Alternative Mode Reductions		*-494*	*-42*	*-38*	*-4*	*-51*	*-8*	*-43*
Adjusted Office Trips		9,400	808	729	79	964	149	815
Retail Trips		1,464	36	22	14	148	71	77
Mixed-Use Reductions		*-198*	*-19*	*-12*	*-7*	*-98*	*-50*	*-48*
Alternative Mode Reductions		*-64*	*-1*	*-1*	*0*	*-3*	*-1*	*-1*
Pass By Reductions (Based on ITE Rates)		*-408*	*0*	*0*	*0*	*-16*	*-8*	*-8*
Adjusted Retail Trips		794	16	9	7	31	12	20
Restaurant Trips		4,352	386	212	174	379	235	144
Mixed-Use Reductions		*-588*	*-146*	*-85*	*-61*	*-134*	*-59*	*-75*
Alternative Mode Reductions		*-188*	*-12*	*-6*	*-6*	*-12*	*-9*	*-3*
Pass By Reductions (Based on ITE Rates)		*-1,538*	*0*	*0*	*0*	*-100*	*-50*	*-50*
Adjusted Restaurant Trips		2,038	228	121	107	133	117	16
Mixed-Use Reductions - TOTAL		*-1,730*	*-380*	*-190*	*-190*	*-374*	*-187*	*-187*
Alternative Mode Reductions - TOTAL		*-976*	*-67*	*-50*	*-17*	*-79*	*-26*	*-53*
Pass-By Reductions - TOTAL		*-1,946*	*0*	*0*	*0*	*-116*	*-58*	*-58*
New Trips		**16,612**	**1,274**	**960**	**314**	**1,390**	**428**	**962**
Driveway Volumes		**18,558**	**1,274**	**960**	**314**	**1,506**	**486**	**1,020**

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Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Continuum Alpharetta DRI #3508 - August 2022
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	98 d.u.	700	47	11	36	58	37	21
221 Multi-Family Housing (Mid-Rise)	280 d.u.	1,524	94	24	70	119	73	46
310 Hotel	rooms	0	0	0	0	0	0	0
710 General Office Building	807,900 s.f.	8,052	786	676	110	829	133	696
820 Shopping Center	36,900 s.f. gross leasable area	1,392	35	22	13	141	68	73
932 High-Turnover (Sit-Down) Restaurant	36,900 s.f.	4,140	367	202	165	361	224	137
Gross Trips (new development)		**15,808**	**1,329**	**935**	**394**	**1,508**	**535**	**973**
Residential Trips		2,224	141	35	106	177	110	67
Mixed-Use Reductions		*-662*	*-39*	*-4*	*-35*	*-85*	*-51*	*-34*
Alternative Mode Reductions		*-78*	*-6*	*-2*	*-4*	*-5*	*-3*	*-2*
Adjusted Residential Trips		1,484	96	29	67	87	56	31
Hotel Trips		0	0	0	0	0	0	0
Mixed-Use Reductions		*0*	*0*	*0*	*0*	*0*	*0*	*0*
Alternative Mode Reductions		*0*	*0*	*0*	*0*	*0*	*0*	*0*
Adjusted Hotel Trips		0	0	0	0	0	0	0
Office Trips		8,052	786	676	110	829	133	696
Mixed-Use Reductions		*-282*	*-143*	*-87*	*-56*	*-27*	*-10*	*-17*
Alternative Mode Reductions		*-388*	*-33*	*-29*	*-4*	*-40*	*-6*	*-34*
Adjusted Office Trips		7,382	610	560	50	762	117	645
Retail Trips		1,392	35	22	13	141	68	73
Mixed-Use Reductions		*-198*	*-19*	*-12*	*-7*	*-98*	*-50*	*-48*
Alternative Mode Reductions		*-60*	*-1*	*-1*	*0*	*-2*	*-1*	*-1*
Pass By Reductions (Based on ITE Rates)		*-386*	*0*	*0*	*0*	*-14*	*-7*	*-7*
Adjusted Retail Trips		748	15	9	6	27	10	17
Restaurant Trips		4,140	367	202	165	361	224	137
Mixed-Use Reductions		*-588*	*-146*	*-85*	*-61*	*-134*	*-59*	*-75*
Alternative Mode Reductions		*-178*	*-11*	*-6*	*-5*	*-11*	*-8*	*-3*
Pass By Reductions (Based on ITE Rates)		*-1,450*	*0*	*0*	*0*	*-94*	*-47*	*-47*
Adjusted Restaurant Trips		1,924	210	111	99	122	110	12
Mixed-Use Reductions - TOTAL		*-1,730*	*-347*	*-188*	*-159*	*-344*	*-170*	*-174*
Alternative Mode Reductions - TOTAL		*-704*	*-51*	*-38*	*-13*	*-58*	*-18*	*-40*
Pass-By Reductions - TOTAL		*-1,836*	*0*	*0*	*0*	*-108*	*-54*	*-54*
New Trips		**11,538**	**931**	**709**	**222**	**998**	**293**	**705**
Driveway Volumes		**13,374**	**931**	**709**	**222**	**1,106**	**347**	**759**

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December 2021 DRI Site Plan

TRAFFIC ENGINEERING CONTACT:
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KIMLEY-HORN & ASSOCIATES
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ALPHARETTA, GA 30009
770-619-4280

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770-619-4280

CLIENT CONTACT:
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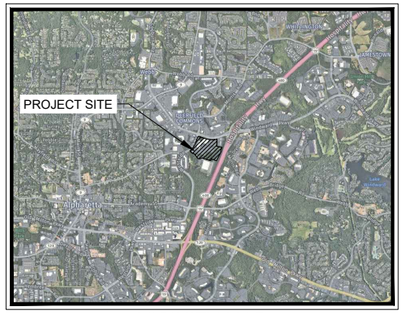
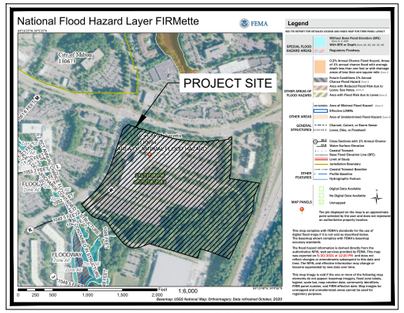
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD
NASHVILLE, TN 37203
901-619-0165

LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- 12' WIDE MULTI-USE TRAIL
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED PARKING DECK
- (10) PARKING COUNT



VICINITY MAP
NOT TO SCALE



FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES

PROPOSED BUILDING SETBACK:

FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT

PROPOSED LANDSCAPE SETBACK:

FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

'FOR RENT' RESIDENTIAL	488 UNITS
'FOR SALE' RESIDENTIAL	82 UNITS
RESIDENTIAL DENSITY	11 UNITS/ACRE
RETAIL	77,600 GSF
HOTEL	218 KEYS
OFFICE	1,545,899 GSF
COMMERCIAL DENSITY	0.79 FAR

PARKING SUMMARY:

REQUIRED PARKING:	**7,665 SPACES** (TOTAL)
'FOR RENT' RESIDENTIAL (488 UNITS)	782 SPACES (1.5/UNIT FOR 1 BR, 1.0/BEDROOM FOR 2+ BR)
'FOR SALE' RESIDENTIAL (82 UNITS)	82 SPACES (1.0/BEDROOM FOR 2+BR)
RETAIL (77,600 GSF)	388 SPACES (1.0/200 GSF RETAIL)
HOTEL (218 ROOMS)	229 SPACES (1.0/RM + 1.0/20 RMS)
OFFICE (1,545,899 GSF)	6,184 SPACES (1.0/250 GSF)
PROPOSED PARKING:	**7,875 SPACES** (TOTAL)
STRUCTURE PARKING	7,623 SPACES
ON STREET PARKING	252 SPACES

OPEN SPACE REQUIREMENTS:

CIVIC SPACE:	**5.19 ACRES (10% SITE AREA)**
AMENITY SPACE:	**2.59 ACRES (5% SITE AREA)**

PROPOSED OPEN SPACE:

CIVIC SPACE:	**5.93 ACRES (238,363 SF)**
SQUARE:	1.76 ACRES (76,717 SF)
PLAZA:	0.69 ACRES (29,962 SF)
POCKET PARK:	0.77 ACRES (33,475 SF)
MULTI-USE TRAIL:	2.71 ACRES (98,209 SF)
AMENITY SPACE:	**2.98 ACRES (129,939 SF)**
YARDS AND LAWNS:	0.85 ACRES (37,215 SF)
STREAM BUFFERS:	2.13 ACRES (92,724 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE AND THE MU REGULATIONS.

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EXISTING CONDITIONS AND TREE SURVEY NOTE:

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A TREE EXHIBIT PROVIDED BY LECRAW ENGINEERING, DATED 10/22/2021, AND AN ARBORIST REPORT PROVIDED BY OUTDOOR SPACES, DATED 09/15/2021, ARE PROVIDED AS SEPARATE DOCUMENTS.

VARIANCES:

1. REDUCE 5' LANDSCAPE STRIP TO 0' ALONG SOUTHERN PROPERTY BOUNDARY

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.53	N51°34'15.82"E
L2	17.07	S74°44'09.25"E
L3	13.02	S58°39'05.25"E
L4	93.41	S72°22'56.25"E
L5	9.00	S17°48'10.75"W
L6	27.00	S72°22'56.25"E
L7	9.00	N17°48'10.75"E
L8	180.06	S72°22'52.25"E
L9	5.99	S17°36'59.75"W
L10	6.00	S72°23'00.25"E
L11	5.99	N17°36'59.75"E
L12	174.17	S72°23'00.25"E
L14	15.46	S85°16'04.25"E
L15	20.73	S86°16'29.25"E
L16	19.34	S85°51'38.25"E
L17	43.26	S87°50'24.25"E
L18	43.27	S89°01'50.25"E
L19	37.64	N88°57'02.75"E

LINE TABLE		
LINE	LENGTH	BEARING
L20	16.52	N88°49'07.75"E
L21	14.32	N87°15'38.75"E
L22	11.54	S2°47'32.02"E
L23	26.22	N86°42'27.98"E
L24	11.21	N3°47'32.02"W
L25	33.92	N85°29'52.75"E
L26	36.62	N84°25'02.75"E
L27	54.04	N82°26'44.75"E
L28	15.03	S7°52'15.25"E
L29	126.82	N78°19'53.75"E
L30	15.92	N13°44'12.25"W
L31	9.00	N76°15'47.75"E
L32	27.27	N75°26'01.75"E
L33	438.39	S2°16'15.60"W
L34	65.05	S15°10'19.60"W
L35	369.37	S80°34'40.40"E
L36	7.26	S10°57'21.03"W
L37	169.68	S22°40'41.38"W

LINE TABLE		
LINE	LENGTH	BEARING
L38	177.44	S6°29'37.59"W
L39	59.46	S26°02'42.90"W
L40	580.61	S26°34'58.22"W
L41	238.17	N68°45'09.49"W
L42	131.91	N72°25'58.07"W
L43	118.55	S17°34'01.93"W
L44	609.99	N72°37'28.07"W
L45	7.46	S71°32'48.90"W
L46	50.00	S68°19'12.89"W
L47	48.11	S67°25'23.89"W
L48	31.10	S74°58'48.89"W
L50	191.60	N38°59'58.11"W
L51	91.35	N31°39'08.25"W
L53	79.12	N73°32'37.25"W
L55	139.63	N39°05'57.25"W
L57	238.01	N17°52'52.34"E
L58	5.00	S72°07'09.18"E
L59	172.02	N17°52'50.82"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1149.01'	252.43'	S78°40'38"E	251.92'	12°35'15"	126.72'
C2	185.69'	213.96'	N72°00'35"W	202.32'	66°01'09"	120.63'
C3	104.08'	76.09'	N52°35'52"W	74.41'	41°53'21"	39.84'
C4	209.99'	126.24'	N56°19'17"W	124.35'	34°26'43"	65.09'
C5	1004.93'	651.71'	N36°27'35"E	640.35'	37°09'26"	337.78'

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: 770 619 4280
WWW.KIMLEY-HORN.COM

CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 615 780 8500

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
DRI #3508
CONTINUUM ALPHARETTA
LAND LOTS 1001, 1002, 1051 & 1052
2ND DISTRICT, 2ND SECTION
9555 WINDWARD PARKWAY, ALPHARETTA, GA 30004

GEORGIA REGISTERED LANDSCAPE ARCHITECT BRIAN TAYLOR CORD
12/13/2021

GSWCC CERT. LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	12/13/2021
PROJECT NO.	014502000

TITLE
DRI SITE PLAN

SHEET NUMBER
DRI-1

GRAPHIC SCALE IN FEET
0 40 80 160

GEORGIA811
Georgia Utility Protection Center

Drawing name: K:\AMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits_DRI Site Plan\DRI SITE PLAN.dwg Zoning Site Plan Dec 13, 2021 2:21pm by Monica Lunkin

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

September 2022 Development Plan

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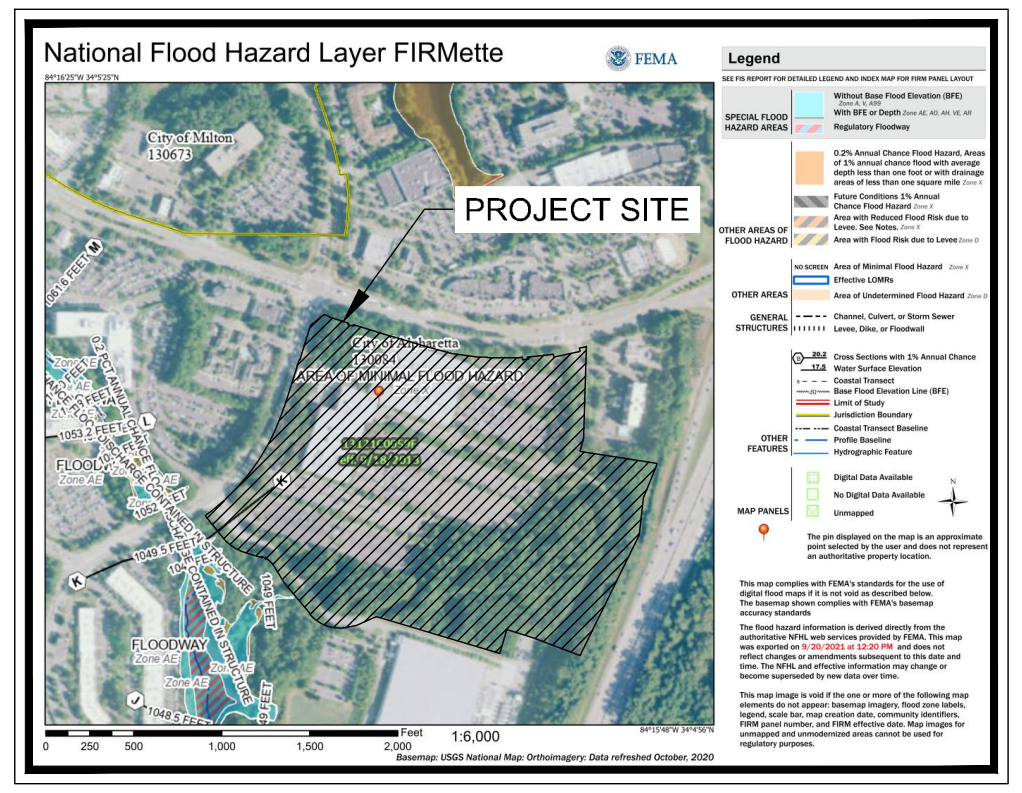

FEMA MAP

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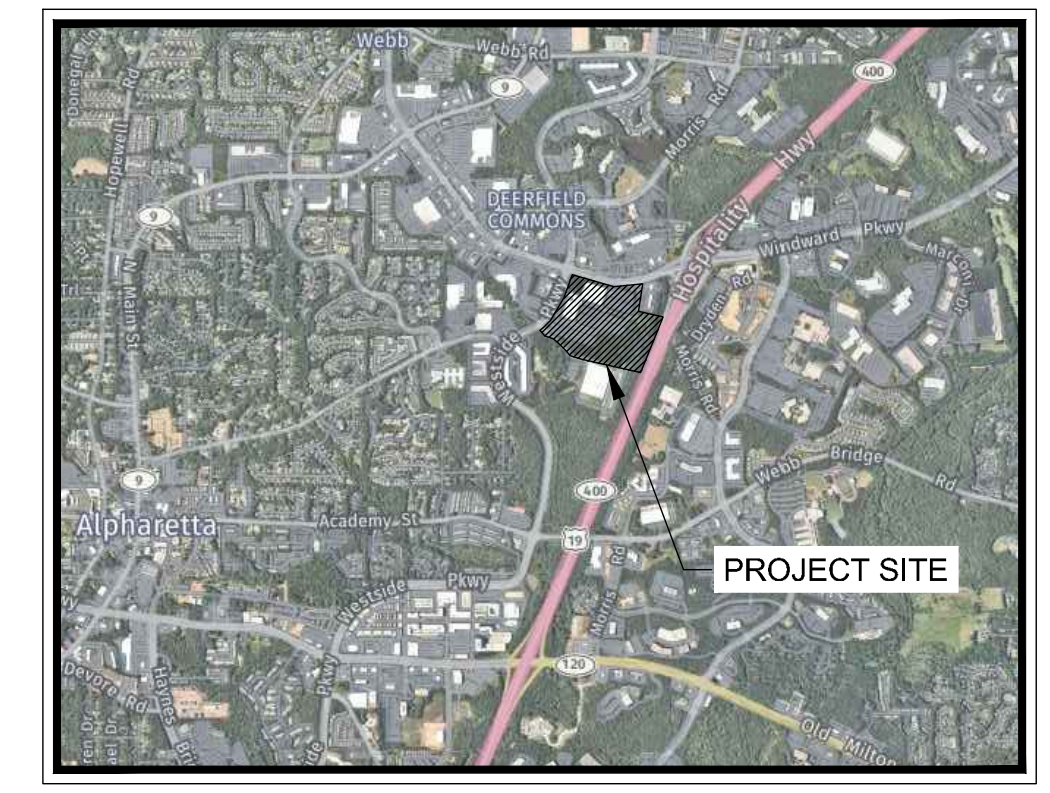
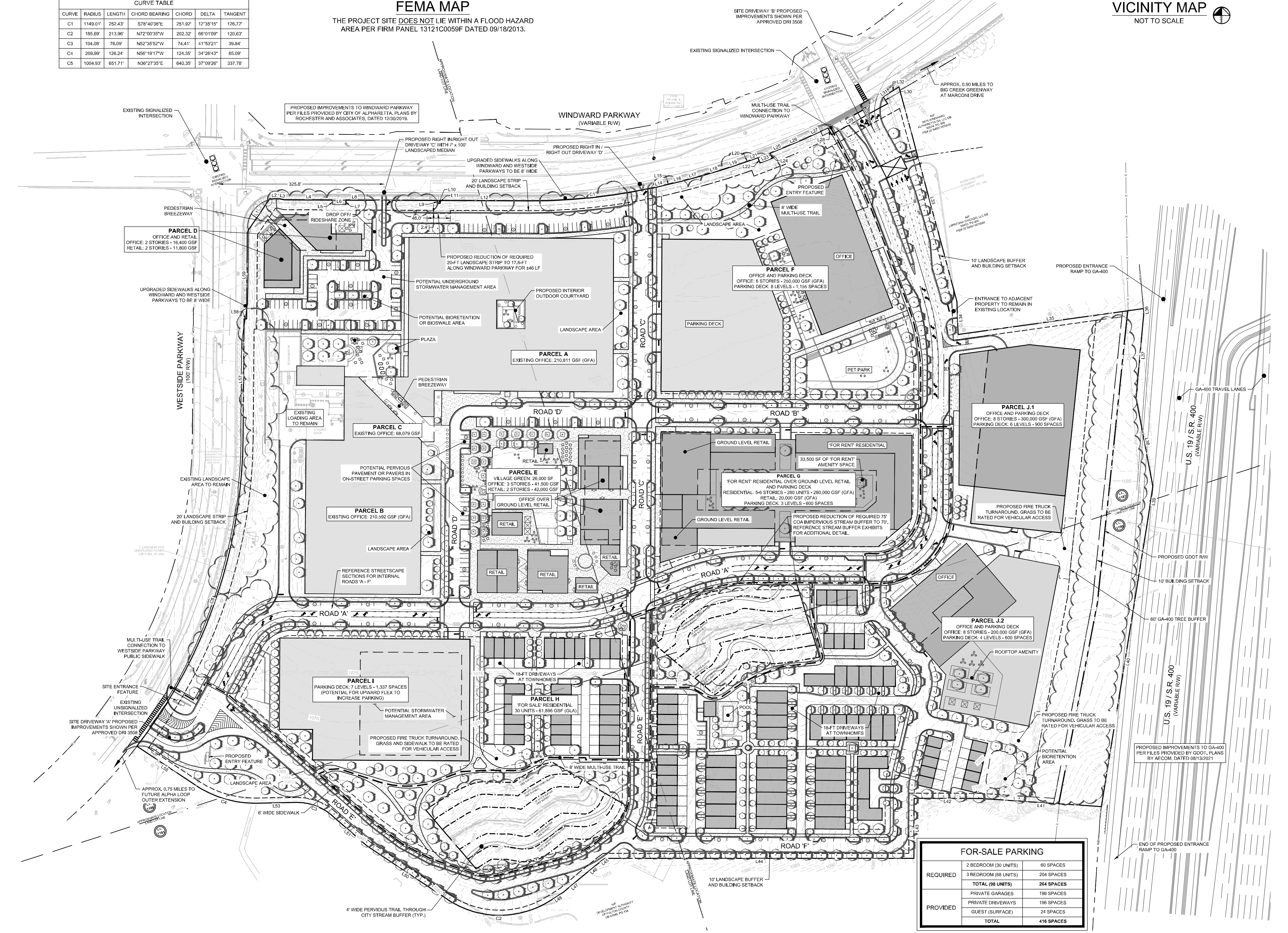


VICINITY MAP

NOT TO SCALE



FOR-SALE PARKING

REQUIRED	2 BEDROOM (30 UNITS)	60 SPACES
	3 BEDROOM (68 UNITS)	204 SPACES
	TOTAL (98 UNITS)	**264 SPACES**
PROVIDED	PRIVATE GARAGES	196 SPACES
	PRIVATE DRIVEWAYS	196 SPACES
	GUEST (SURFACE)	24 SPACES
	TOTAL	**416 SPACES**

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	O-I (OFFICE INSTITUTIONAL)
PROPOSED ZONING:	MU (MIXED USE)
SITE AREA:	51.86 ACRES
PROPOSED BUILDING SETBACK:	
FRONT (WINDWARD PKWY):	20 FT
FRONT (WESTSIDE PKWY):	20 FT
SIDE:	10 FT
PROPOSED LANDSCAPE SETBACK:	
FRONT (WINDWARD PKWY):	20 FT (OFF R/W LINE)
FRONT (WESTSIDE PKWY):	20 FT (OFF R/W LINE)
SIDE (GA-400 FRONTAGE):	60 FT
SIDE:	10 FT

PROPOSED LAND USES & DENSITIES:

RESIDENTIAL

'FOR RENT' RESIDENTIAL: 280 UNITS/280,000 GSF (GFA)
UNIT MIX: STUDIO = 5%, 1BR = 60%, 2BR = 30%, 3BR = 5%
'FOR SALE' RESIDENTIAL: 98 UNITS/231,811 GSF (GLA)
UNIT MIX: 2 BR = 30 UNITS, 3BR = 68 UNITS
TOTAL RESIDENTIAL: 378 UNITS (7.4 DU/AC)/511,811 GSF

COMMERCIAL / RETAIL: 73,800 GSF (GFA)

OFFICE: 1,325,299 GSF (GFA)
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

LAND USE PERCENTAGES:

TOTAL DEVELOPMENT: 1,910,910 GSF
RESIDENTIAL: 511,811 GSF = **27%**
COMMERCIAL / RETAIL: 73,800 GSF = **4%**
OFFICE: 1,325,299 GSF = **69%**
(INCLUDES 517,399 GSF OF EXISTING OFFICE)

PARKING SUMMARY:

REQUIRED PARKING: **6,693 SPACES** (TOTAL)
'FOR RENT' RESIDENTIAL (280 UNITS): **574 SPACES** (2 SP / UNIT + 1 GUEST SP / 20 UNITS)
'FOR SALE' RESIDENTIAL (98 UNITS): **264 SPACES** (1 / BEDROOM)
RESTAURANT (36,900 GSF): **369 SPACES** (10 / 1,000 GSF)
RETAIL (36,900 GSF): **185 SPACES** (5 / 1,000 GSF)
OFFICE (1,325,299 GSF): **5,301 SPACES** (4 / 1,000 GSF)

***PROPOSED PARKING:** **5,020 SPACES** (TOTAL)
PARKING - STRUCTURE: 4,562 SPACES
PARKING - SURFACE: 262 SPACES
PARKING - PRIVATE GARAGES: 196 SPACES

*25% REDUCTION OF TOTAL REQUIRED BY CODE. REFERENCE PARKING STUDY BY KIMLEY-HORN, DATED 09/26/2022.
*PROPOSED PARKING TOTAL DOES NOT INCLUDE FOR-SALE DRIVEWAY PARKING.

OPEN SPACE REQUIREMENTS:

CIVIC SPACE: (10% SITE AREA) 5.19 ACRES
ADDITIONAL OPEN SPACE: 10.43 ACRES
(1 AC PER 100 POPULATION GENERATED USING 2.76 PERSONS PER HOUSEHOLD)

TOTAL REQUIRED: 15.62 ACRES (680,407 SF)

*PROPOSED OPEN SPACE:

CIVIC SPACE: 7.40 ACRES (322,470 SF)
(INCLUDES: SQUARES, PLAZAS, POCKET PARKS, MULTI-USE TRAILS)

ADDITIONAL OPEN SPACE: 8.64 ACRES (376,238 SF)
(INCLUDES: YARDS AND LAWNS, WOODED AREAS, OUTDOOR DINING, BALCONIES)

TOTAL OPEN SPACE PROVIDED: 16.04 ACRES (698,708 SF)

*REFERENCE OPEN SPACE PLAN FOR ADDITIONAL DETAILS

REQUIRED 'FOR RENT' AMENITY SPACE: **0.39 AC (16,800 SF)**
PARCEL G: (75 SF PER DWELLING UNIT) 0.39 ACRES (16,800 SF)
PROVIDED 'FOR RENT' AMENITY SPACE: **0.77 ACRES (33,500 SF)**
PARCEL G: (150 SF PER DWELLING UNIT) 0.77 ACRES (33,500 SF)

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STREETSCAPE SECTION NOTE:

REFERENCE SEPARATE STREETSCAPE SECTIONS FOR INTERNAL ROADS 'A - F'.

VARIANCES:

1. PROPOSED REDUCTION OF RETAIL DENSITY REQUIREMENT FROM 10% TO 4%.
2. REDUCE 5' LANDSCAPE STRIP TO 0' ALONG SOUTHERN PROPERTY BOUNDARY AT ROAD E
3. PROPOSED REDUCTION OF REQUIRED 75' COA IMPERVIOUS STREAM BUFFER TO 70' IN AREAS SHOWN ON SITE PLAN TO ALLOW FOR GRADING FOR PROPOSED STREETSCAPE SECTIONS AND MULTI-USE TRAILS.
4. PROPOSED REDUCTION OF REQUIRED 20-FT LANDSCAPE STRIP ALONG WINDWARD PARKWAY TO 17-FT FOR ±46 LF.
5. PROPOSED REDUCTION OF LANDSCAPE STRIP REQUIREMENT TO 0-FT AS SHOWN ON STREETSCAPE SECTIONS FOR ROADS 'A - F'.

GEORGIA811. Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

CLIENT
SWVP ALPHARETTA, LLC.
161 ROSA L. PARKS BOULEVARD,
NASHVILLE, TN 37203
PHONE: 858.480.2900

No.	REVISION DESCRIPTIONS	DATE	BY

PROJECT
CONTINUUM ALPHARETTA
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004
LAND LOT 1186, 1187, 1190, & 1191
2ND DISTRICT, 2ND SECTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE040857 JORDAN TAYLOR CORBITT
09/26/2022

GSWCC CERT. (LEVEL II)	0000076489
DRAWN BY	MCL
DESIGNED BY	JTC
REVIEWED BY	KRT
DATE	09/26/2022
PROJECT NO.	014502000
TITLE	ZONING PLAN
SHEET NUMBER	ZP-1A

Drawing name: \\Kimley-horn.com\se_alp1\AMT_Civil\014502000_5555 Windward Parkway\CAD\Exhibits\00_ENTITLEMENTS\00_Zoning Site Plan\ZP-1 ZONING SITE PLAN.dwg Zoning Site Plan Sep 26, 2022 9:20am by: Monica.Lester

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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: Continuum MP-21-10/Z-21-12/CU-21-14/V-21-29

Contact Name: Julie Sellers Telephone: 404-665-1242

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.

No comments or concerns were provided other than discussion during CZIM public meeting

Application sent the attached letter to the addresses submitted with Part A. In addition, a telephone conversation with Valerie Manley and follow up email regarding WCSA.

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.*

[x]	Letter	[ ]	Personal Visits
[x]	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: 4/21/22

Print Form

April 12, 2022

Julie Sellers
1776 Peachtree Street, NW
Suite 415-South
Atlanta, Georgia 30309

RE: Notice of Public Hearing Application
Continuum/MP-21-10/Z-21-12/CU-21-14/V-21-29

Dear Property Owner:

Please allow this letter to serve as public notice for a Master Plan Amendment, Rezoning, Conditional Use, and Variance request at 5555 Windward Parkway, Alpharetta, GA 30004. Specifically, the Applicant is requesting an amendment to the Oxford Green Master Plan, a Rezoning from O-I to MU (Mixed Use), Conditional Use Permits for "For Rent" residential dwellings, "For Sale" residential dwellings, and variances.

This item will be considered by the Planning Commission on Thursday, May 5, 2022, at 6:30 PM and City Council on Monday, May 23, 2022, at 6:30 PM. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at jsellers@dillardsellers.com or 404-665-1242.

Sincerely,



Julie Sellers

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

I. Staff Present
   a. Michael Woodman
   b. Ben Kern
   c. Alex Callum

II. Reserve 116- 4150 Old Milton Parkway
   a. Applicant Presentation: Lele Wright
      i. 1960 sq ft space
      ii. The site would be used for weddings, workshops, and birthday parties.
   b. There were no public comments or questions for this item.

III. Atlanta Signs
   a. Applicant Presentation: Dave West
      i. The applicant is requesting for tenant panel signs be allowed more than four spaces.
   b. Public Comments:
      i. How many spaces is the applicant requesting? The applicant confirmed twelve.

IV. Wellstar Sign Exception- 2450 Old Milton Parkway
   a. Applicant Presentation: Mark Drye
      i. Rebranding process for Wellstar- the signage needs to be updated
      ii. There would be an urgent care signage along Old Milton
      iii. The applicant is reducing the number of signs and relocating them to be more visible
   b. Public Comments:
      i. This is a great strategy and big improvement.

V. Continuum- 5555 Windward Parkway
   a. Applicant Presentation: Julie Sellers
      i. It is currently an office park.
      ii. Mostly hidden
      iii. It's consistent with the city's vision
      iv. Amenity space of 3 acres
      v. Pedestrian friendly
   b. Public Comments:
      i. Is parking paid or free? The applicant confirmed that the decision had not yet been finalized.
      ii. Can you show where the parking will be?
      iii. How is traffic not affected by this?

VI. Chat comments for this CZIM:

From greer laptop : the second speaker asked to be allowed to have more than 4 vendors on the sign. But how many is he asking to be allowed on the sign?
From Michael Woodman : i will get to your question once we finish the wellstar item
From greer laptop : no. thank you.
From greer laptop : the newspaper article mentioned a proposed 488 apartments. It also stated this

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

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

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

From Tim's Galaxy S10+ : thank you

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

Amended Letter of Intent

Continuum

MP-21-10/ Z-21-12/CU-21-14/V-21-29

August 31, 2022

Submitted for Applicant by:
Julie Sellers
R. Baxter Russell
DILLARD SELLERS
1776 Peachtree Street, NW, Suite 415-South
Atlanta, Georgia 30309
jsellers@dillardsellers.com

INTRODUCTION

The applicant and property owner, SWVP Alpharetta, LLC submits this Amended Letter of Intent and supporting documents for approval of new development to act as a catalyst for the Windward Parkway Technology Corridor and connection node in the northern area of the City of Alpharetta. Continuum Alpharetta will transform a unique large-scale 50+ acre tract from former headquarters tech campus with associated acres of surface parking lots into a **unique & memorable village destination** grounded in the **character & culture of Alpharetta** and serving as a **community catalyst** for the Windward Parkway Technology Corridor attracting future tenants and promoting connectivity. The design of Continuum forms that critical connection node on the northern edge of the city that promotes the City's goal of a park or other active destination within a 10-minute walk of every resident[1].

During the last several months, the Owner and design team have worked closely with staff, incorporated comments from stakeholders, and refined our masterplan to align the vision for Continuum Alpharetta as a complement to the existing developments of Avalon and Alpharetta City Center by creating a walkable community that further reinforces Alpharetta's central core to attract world class office tenants eager to be in a vibrant mixed-use environment. As reflected in the supporting documents, the Owner requests approval of this application to expand upon the existing office building and activate the campus with: (1) 807,900 square feet of new office space in multiple buildings; (2) 517,399 square feet of existing/renovated office buildings; (3) 73,800 square feet of commercial and retail space; (4) 382 residential units including: 102 "For Sale" and 280 "For Rent"; (6) a community village green, and (7) significant parks and greenspace with multiuse paths.

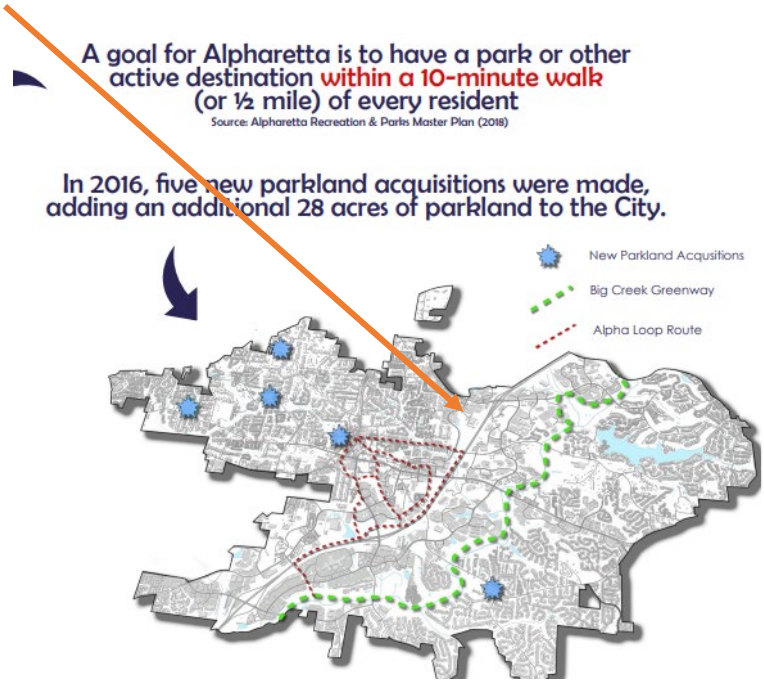
The master plan creates a hierarchy of spaces centered around a park plaza (Village Green) that reaches out through a breezeway to the corner of Windward and Westside Parkways in one direction, and to a preserved green zone that includes pedestrian connections in the other. By knitting the spaces together and creating "strategic density", we create a series of open and compressed spaces scaled to create interesting and varied pedestrian experiences. The Village Green is 2-3 times the size of the plazas at City Center and Avalon. In addition to the Village Green there are parks and trails designed throughout the community to encourage pedestrian connectivity through the Property and to the multi-use trails in the City.

We believe that with new ground floor program facing plazas, park spaces and connecting passages, office tenants will consider Continuum to be rich with the kind of amenities that attract the best talent for their business. This kind of environment extends operating hours and becomes a more integral part of the Alpharetta community. In an effort to complement the nearby Avalon project, destination and community-oriented retail and food and beverage will complement co-working spaces and serve both office and residential populations at different times.

The City strategically identified this Property as one of only two areas designated for Mixed Use in the northern part of the City and along Windward Parkway. As reflected in the

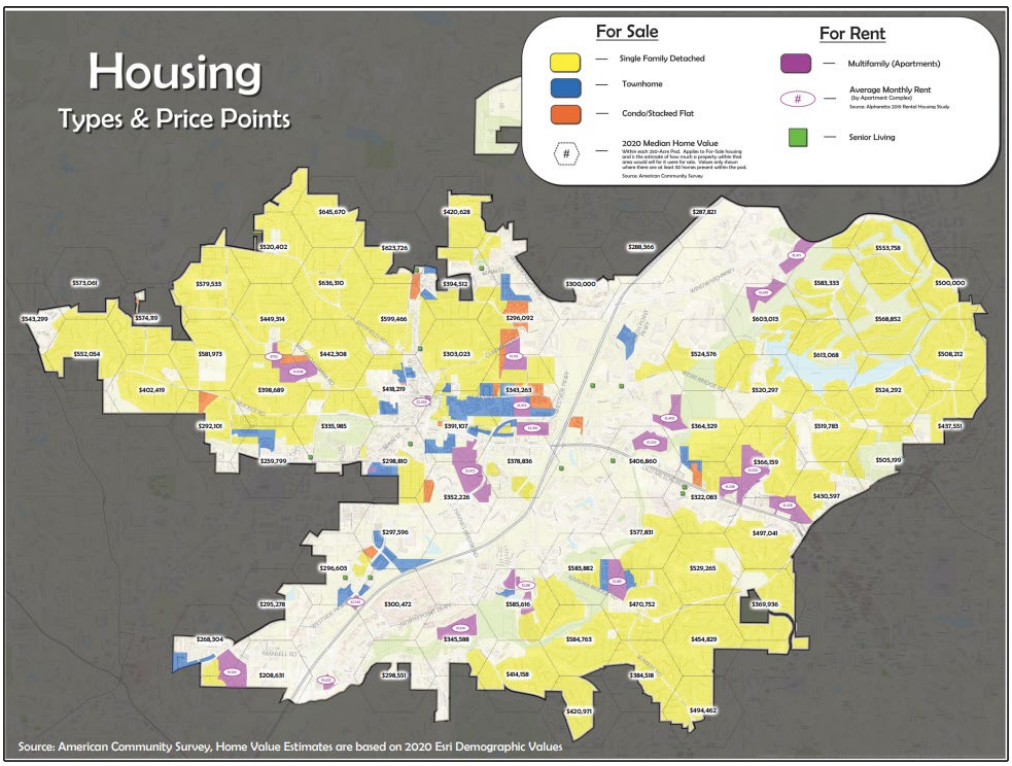
[1] Horizon 2040 p. 25.

site plans, Continuum will provide a missing connection point between the Alpha Loop and the Big Creek Greenway. As reflected in the Horizon 2040 plan[2], a goal is to have active walkable destinations. This walkable destination does not current exist in the north area of the City and Continuum will fill that void. By creating the destination, the surrounding offices and business along with Windward and Westside corridors will also benefit.



In a mixed-use environment, the ground level of an office building could act as the community center and an anchor for the "20-minute community" that forms around it. After all, everyone wants their office back, but would prefer to skip the commute. As shown in the image below from the Horizon 2040 plan[3], there is virtually no residential in the immediate area. The new residential options will benefit both existing and new office and retail uses in the area. The close proximity of housing is vital for the top tier office tenants and corporate headquarters. Continuum will be a catalyst for the improvement of the Windward Parkway corridor by creating a node through a sense of place and enhancing the existing development in the area and creating the environment for further investment and improvements.

[2] p. 25.
[3] p. 23.

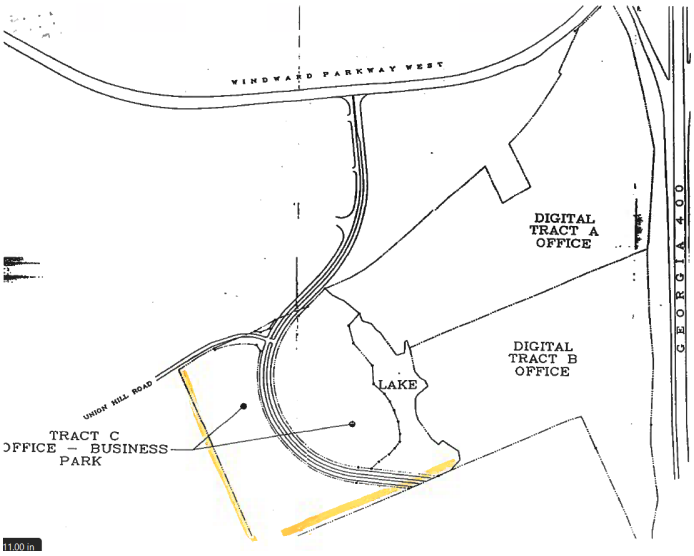


ADDITIONAL ANALYSIS

The revised plans for Continuum fully satisfy the criteria set forth in the City's Code for approval. By redeveloping the outdated campus and parking lot, Continuum will be a catalyst for new energy and activity along the Windward corridor.

Oxford Green Master Plan

The Oxford Green Phase II (MP-87-04) included Digital Tract A and B (HP campus).





Oxford Green Phase II (MP-87-04)	**Entitlements**	**Total**
Tract A*	20,000 sq ft/acre	1,037,200 sq ft
Tract B	28,000 sq ft acre	813,400 sq ft
Tract C (not related or included for this analysis)		
MP-87-04 (Tracts A&B)		**1,850,600 sq ft**
2022 As Built (Existing)		
5555 Windward Pkwy		517,399 sq ft
2525 Westside Pkwy Parking variance site plan)		159,922 sq ft (from Admin
Total		**677,321 sq ft**
Continuum Request		**807,900 sq ft (new office)**

The approval of the attached site plan for Continuum would result in 365,379 sq ft **less** office than current entitlements for the Digital Tracts. Furthermore, the incorporation of residential uses at the Property will provide housing options for employees at the Property and along the Windward corridor. Existing office buildings along Windward will have new amenities of restaurants and retail within walking distance to help attract new tenants and keep existing tenants.

Parking Reduction

As reflected in the submitted Parking Needs Study, the traffic engineers at Kimley Horn recommend a reduction in the required parking based on the demand study. With the proposed mixture of uses, the peak demand is expected to be 4,745 parking spaces during peak hour conditions. This is based on current parking demand and market-driven parking ratios. The parking requirements without consideration of the shared parking analysis under the City's Code would require 6,486 parking spaces.

Approval of the requested 25% parking reduction would result in 120 spaces greater than the peak demand calculated. Based on the use of the parking decks, additional parking could be added in the future if conditions warrant an increase. However, based on the mixture of uses and the shared parking analysis, the Owner requests approval of the reduced parking.

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City approve the revised applications as submitted. If there are any questions about these requests, please feel free to contact me at 404-665-1242 or jsellers@dillardsellers.com.

Sincerely,

DILLARD SELLERS



Julie L. Sellers

R. Baxter Russell
Attorneys for the Applicant

Second Amended Letter of Intent

Continuum

MP-21-10/ Z-21-12/CU-21-14/V-21-29

September 23, 2022

Submitted for Applicant by:
Julie Sellers
R. Baxter Russell
DILLARD SELLERS
1776 Peachtree Street, NW, Suite 415-South
Atlanta, Georgia 30309
jsellers@dillardsellers.com

INTRODUCTION

The applicant and property owner, SWVP Alpharetta, LLC submits this Second Amended Letter of Intent and supporting documents to supplement previously submitted materials. As reflected in the updated site plan, the Owner requests approval of this application to expand upon the existing office building and activate the campus with: (1) 807,900 square feet of new office space in multiple buildings; (2) 517,399 square feet of existing/renovated office buildings; (3) 73,800 square feet of commercial and retail space; (4) 378 residential units including: 98 "For Sale" and 280 "For Rent"; (6) a community village green, and (7) significant parks and greenspace with multiuse paths.

For Sale Residential

The For Sale residential area of Continuum is incorporated around the existing stream buffers and designed to be a high-quality housing opportunity to appeal to new and existing residents in Alpharetta. The pool amenity, trails, walkable access to retail and restaurant options will create much needed housing in the City and provide the mixture of uses to create a thriving district. Residential options in close proximity to office space is increasingly in demand. The 98 For Sale units are designed to provide 2 car garages for each home and 18-foot driveways able to accommodate two additional cars. The location of on-street parking spaces and guest spaces located near the pool will provide more than ample parking options for guests. Continuum's location provides a connection point and enables residents to bike or walk to Avalon, City Center, the Alpha Loop or across to the Big Creek Greenway.

The balance of For Sale and For Rent residential options fulfills the City's goals of increasing residential density in a thoughtful and strategically planned manner.

Mixture of Uses

As reflected on the attached plans, Continuum proposes a mixture of uses that builds upon the existing office focus of the Windward corridor and balances the additional of housing and retail. The commercial/retail uses are anticipated to be no more than 73,800 square feet with no more than 50% for restaurant use (36,900 sq ft). The trip generation memo attached reflects the overall reduction of anticipated traffic when compared to the DRI plan.

The site plan incorporates open space to exceed the City's requirements. The Ga 400 buffer is preserved and not included in the open space calculations. In addition, the development of Continuum will remove existing impervious encroachments in the stream buffers.

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City approve the revised applications as submitted. If there are any questions about these requests, please feel free to contact me at 404-665-1242 or jsellers@dillardsellers.com.

Third Amended Letter of Intent

Continuum

MP-21-10/ Z-21-12/CU-21-14/V-21-29

September 26, 2022

Submitted for Applicant by:
Julie Sellers
R. Baxter Russell
DILLARD SELLERS
1776 Peachtree Street, NW, Suite 415-South
Atlanta, Georgia 30309
jsellers@dillardsellers.com

Support for Approval of Parking Reduction

As reflected in the attached Parking Needs Study, the traffic engineers at Kimley Horn recommend a reduction in the required parking based on the demand study. With the proposed mixture of uses, the peak demand considering shared parking is expected to be 4,779 parking spaces during peak hour conditions. This is based on current parking demand and market-driven parking ratios. The parking requirements without consideration of the shared parking analysis under the City's Code would require 6,693 parking spaces.

Approval of the requested 25% parking reduction would result in 5,020 space or 241 spaces greater than the peak demand calculated. The parking as proposed in the submitted plans will support the parking demands for employees, visitors, customers, guests, and residents. As such, the Owner requests approval of the reduced parking.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City approve the revised applications as submitted. If there are any questions about these requests, please feel free to contact me at 404-665-1242 or jsellers@dillardsellers.com.

Sincerely,

DILLARD SELLERS



Julie L. Sellers

R. Baxter Russell
Attorneys for the Applicant

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: MP-21-10/Z-21-12/CU-21-14/V-21-29

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: SWVP Alpharetta LLC c/o Julie Sellers Telephone: 404-665-1242

Address: 1776 Peachtree Street, NW Suite: 415-South

City Atlanta State: GA Zip: 30309 Fax:

Mobile Tel: Email: jsellers@dillardsellers.com

Subject Property Information:

Address: 5555 Windward Parkway, Alpharetta Georgia 30004 Current Zoning: O-I

District: 02 Section: 2 Land Lot: 1186, 1187, 1190, 1191 Parcel ID: 225290119105 20

Proposed Zoning: MU Current Use: Office

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

- ■ Conditional Use — MU Zoning: For Sale & For Rent Residential; Hotel
- ■ Rezoning — O-I to MU
- ■ Variance
- ☐ Exception
- ■ Master Plan Amendment — Amend Oxford Green Master Plan
- ☐ Comprehensive Plan Amendment
- ☐ Master Plan Review
- ☐ Public Hearing
- ☐ Other *(Specify)*:

Applicant Request And Intent

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

Please see attached.

Applicant's Request (Please itemize the proposal):

Rezoning
Master Plan Amendment
Conditional Use Permit
Variance

Please see attached for additional information and descriptions.

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

Please see attached.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

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

Board Of Zoning Appeals Review Criteria

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

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

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

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

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

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

Sign Variance Review Criteria

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes ☐ No

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: SWVP Alpharetta LLC c/o Julie Sellers Telephone: 404-665-1242

Address: 1776 Peachtree Street, NW Suite: 415-S

City Atlanta State: GA Zip: 30309 -

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: Joe Bucher Telephone: (615) 622-7712

Address: Southwest Value Partners 161 Rosa L. Parks Blvd. Suite:

City Nashville State: TN Zip: 37203 -

So Sworn and Attested:

Owner Signature: Date: 10/27/2021

Notary:

JILL TAYLOR NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY

Notary Signature: Taylor Date: 10-27-21

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: SWVP Alpharetta LLC

Subject Public Hearing Case: Multiple Requests for 5555 Windward Parkway

Comprehensive Land Use Plan Amendment | Master Plan Amendment
Rezoning | Conditional Use Permit

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: _____

MEASURED LEGAL DESCRIPTION

ALL THAT TRACT OF LAND LYING IN LAND LOTS 1186, 1187, 1190 AND 1191 OF THE 2ND DISTRICT, 2ND SECTION OF FULTON COUNTY, GEORGIA, IN THE CITY OF ALPHARETTA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR WITH CAP FOUND AT THE SOUTHWEST END OF THE MITERED RIGHT-OF-WAY LINE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WESTSIDE PARKWAY (100-FOOT RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDWARD PARKWAY (VARIABLE RIGHT-OF-WAY PER UNRECORDED SALES AGREEMENT); THENCE ALONG SAID MITERED RIGHT-OF-WAY LINE NORTH 51°34'16" EAST A DISTANCE OF 79.53 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINDWARD PARKWAY THE FOLLOWING 30 COURSES AND DISTANCES: SOUTH 74°44'09" EAST A DISTANCE OF 17.07 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 58°39'05" EAST A DISTANCE OF 13.02 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'56" EAST A DISTANCE OF 93.41 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 17°48'11" WEST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'56" EAST A DISTANCE OF 27.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°48'11" EAST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'52" EAST A DISTANCE OF 180.06 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 17°37'00" WEST A DISTANCE OF 5.99 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°23'00" EAST A DISTANCE OF 6.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°37'00" EAST A DISTANCE OF 5.99 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°23'00" EAST A DISTANCE OF 174.17 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 252.43 FEET (SAID ARC HAVING A RADIUS OF 1149.01 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 78°40'38" EAST A DISTANCE OF 251.92 FEET) TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 85°16'04" EAST A DISTANCE OF 15.46 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 86°16'29" EAST A DISTANCE OF 20.73 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 85°51'38" EAST A DISTANCE OF 19.34 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 87°50'24" EAST A DISTANCE OF 43.26 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 89°01'50" EAST A DISTANCE OF 43.27 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 88°57'03" EAST A DISTANCE OF 37.64 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 88°49'08" EAST A DISTANCE OF 16.52 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 87°15'39" EAST A DISTANCE OF 14.32 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 02°47'32" EAST A DISTANCE OF 11.54 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 86°42'28" EAST A DISTANCE OF 26.22 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 03°47'32" WEST A DISTANCE OF 11.21 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 85°29'53" EAST A DISTANCE OF 33.92 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 84°25'03" EAST A DISTANCE OF 36.62 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 82°26'45" EAST A DISTANCE OF 54.04 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 07°52'15" EAST A DISTANCE OF 15.03 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 78°19'54" EAST A DISTANCE OF 126.82 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 13°44'12" WEST A DISTANCE OF 15.92 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 76°15'48" EAST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET AND NORTH 75°26'02" EAST A DISTANCE OF 27.27 FEET TO A 1/2-INCH REBAR WITH CAP SET, SAID POINT BEING LOCATED SOUTH 17°02'44" WEST A DISTANCE OF 7.42 FEET FROM A 1/2-INCH REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN HEWLETT PACKARD ENTERPRISE COMPANY (PER DEED BOOK 55201, PAGE 296, FULTON COUNTY, GEORGIA, RECORDS) TO THE WEST AND 5575 WINDWARD ALPHARETTA GA, LLC (PER DEED BOOK 60574, PAGE 369, AFORESAID RECORDS) TO THE EAST AND THE DIVISION LINE BETWEEN SAID HEWLETT PACKARD ENTERPRISE COMPANY TO THE WEST AND SOUTH, RESPECTIVELY AND LSREF3/AH CHICAGO, LLC (PER DEED BOOK 54453, PAGE 204, AFORESAID RECORDS) TO THE EAST AND NORTH, RESPECTIVELY, THE FOLLOWING 3 COURSES AND DISTANCES: SOUTH 02°16'16" WEST A DISTANCE OF 438.39 FEET TO A PK NAIL FOUND, SAID POINT BEING LOCATED NORTH 72°36'32" WEST, A DISTANCE OF 1.80 FEET FROM A PK NAIL FOUND, SOUTH 15°10'20" WEST A DISTANCE OF 65.05 FEET TO A 1/2-INCH REBAR FOUND AND SOUTH 80°34'40" EAST A DISTANCE OF 369.37 FEET TO A 1/2-INCH REBAR FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. 19 / S.R. 400 (VARIABLE RIGHT-OF-WAY; THENCE LEAVING SAID DIVISION LINE AND FOLLOWING SAID RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES AND DISTANCES: SOUTH 10°57'21" WEST A DISTANCE OF 7.26 FEET TO A CONCRETE MONUMENT FOUND, SOUTH 22°40'41" WEST A DISTANCE OF 169.68 FEET TO A 1/2-INCH REBAR FOUND, SOUTH 06°29'38" WEST A DISTANCE OF 177.44 FEET TO A CONCRETE MONUMENT FOUND, SOUTH 26°02'43" WEST A DISTANCE OF 59.49 FEET TO A CONCRETE MONUMENT FOUND, AND SOUTH 26°34'58" WEST A DISTANCE OF 580.61 FEET TO A 1/2-INCH REBAR FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN SAID HEWLETT PACKARD ENTERPRISE COMPANY TO THE NORTH AND THE DEVELOPMENT AUTHORITY OF FULTON COUNTY (PER DEED BOOK 42946, PAGE 434, AFORESAID RECORDS) TO THE SOUTH THE FOLLOWING 14 COURSES AND DISTANCES: NORTH 68°45'09" WEST A DISTANCE OF 238.17 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, NORTH 72°25'58" WEST A DISTANCE OF 131.91 FEET TO A POINT, SAID POINT BEING LOCATED A DISTANCE OF 0.18 FEET NORTHEAST OF A 1/2-INCH REBAR FOUND, SOUTH 17°34'02" WEST A DISTANCE OF 118.55 FEET TO A POINT, SAID POINT BEING LOCATED A DISTANCE OF 0.22 FEET NORTH OF A 1/2-INCH REBAR FOUND, NORTH 72°37'28" WEST A DISTANCE OF 609.99 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, SOUTH 71°32'49" WEST A DISTANCE OF 7.46 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 68°19'13" WEST A DISTANCE OF 50.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 67°25'26" WEST A DISTANCE OF 48.11 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 74°58'49" WEST A DISTANCE OF 31.10 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 213.96 FEET (SAID ARC HAVING A RADIUS OF 185.69 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 72°00'35" WEST A DISTANCE OF 202.32 FEET) TO A 1/2-INCH REBAR WITH CAP SET, NORTH 38°59'58" WEST A DISTANCE OF 191.60 FEET TO A 1/2-INCH REBAR FOUND, NORTH 31°39'08" WEST A DISTANCE OF 91.35 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 76.09 FEET (SAID ARC HAVING A RADIUS OF 104.08 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 52°35'52" WEST A DISTANCE OF 74.41 FEET) TO A 1/2-INCH REBAR WITH CAP SET, NORTH 73°32'37" WEST A DISTANCE OF 79.12 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 126.24 FEET (SAID ARC HAVING A RADIUS OF 209.99 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 56°19'17" WEST A DISTANCE OF 124.35 FEET) TO A 1/2-INCH REBAR WITH CAP SET AND NORTH 39°05'57" WEST A DISTANCE OF 139.63 FEET TO A POINT OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WESTSIDE PARKWAY (100-FOOT RIGHT-OF-WAY), SAID POINT BEING LOCATED A DISTANCE OF 0.20 FEET SOUTHEAST OF A PK-NAIL FOUND; THENCE LEAVING SAID DIVISION LINE AND FOLLOWING SAID RIGHT-OF-WAY LINE THE FOLLOWING 4 COURSES AND DISTANCES: FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 651.71 FEET (SAID ARC HAVING A RADIUS OF 1004.93 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 36°27'35" EAST A DISTANCE OF 640.35 FEET) TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°52'52" EAST A DISTANCE OF 238.01 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, SOUTH 72°07'09" EAST A DISTANCE OF 5.00 FEET TO A 1/2-INCH REBAR WITH CAP FOUND AND NORTH 17°52'51" EAST A DISTANCE OF 172.02 FEET BACK TO THE **POINT OF BEGINNING.**

CONTAINING 2,258,944 SQUARE FEET OR 51.858 ACRES.

Letter of Intent and Impact Analysis

City of Alpharetta

Rezoning Application
Master Plan Amendment
Conditional Use Permit Application
Variance Application

Applicant:
SWVP Alpharetta, LLC

Property:
5555 Windward Parkway
Alpharetta, GA 30004

Parcel ID Number:
22 529011910520

Submitted for Applicant by:
Julie Sellers
R. Baxter Russell
DILLARD SELLERS
1776 Peachtree Street, NW, Suite 415-South
Atlanta, Georgia 30309
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I. INTRODUCTION

This application is for approval of a new mixed-use development, Continuum Alpharetta. The subject property is approximately 51.88 acres of land located at the intersection of Windward Parkway and Westside Parkway (the "Property"). The Property consists of one parcel, Parcel ID 22 529011910520. The Property is currently zoned O-I (Office Institutional) and is part of the Oxford Green Master Plan. Despite an extensive mix of uses and significant development in the surrounding area, the Property exists as an underdeveloped corporate office campus.

The applicant and property owner, SWVP Alpharetta, LLC ("Applicant"), submits this application to expand upon the existing office building and activate the campus with: (1) 1,028,500 square feet of new office space; (2) 517,399 square feet of existing/renovated office buildings; (3) 77,600 square feet of commercial and retail space integrated strategically throughout the Property; (4) a boutique hotel containing 218 rooms, (5) 570 residential units including: 82 "For Sale" and 488 "For Rent", (6) a community village green, and (7) significant parks and greenspace with multiuse paths.

The Applicant requests the approval of the following requests to allow for the development of Continuum Alpharetta: (1) a Rezoning of the Property from O-I to MU (Mixed Use); (2) an amendment to the Oxford Green Master Plan to reflect the proposed zoning and development changes; (3) Conditional Use Permits for "For Rent" residential dwellings, "For Sale" residential dwellings, and a hotel; and (4) a variance to reduce the 5' landscape strip along the southern boundary to 0' due to existing conditions of the adjacent property's entrance.

Property Background

In 1987, the City approved conditions for Phase II of the Oxford Green Master Plan, which includes the Property as Tract A. Under the master plan there are a variety of allowable uses. However, given the length of time since the approval, the existing zoning does not reflect current development patterns and mixture of uses to provide for a quality, Class-A mixed-use development. Alpharetta's 2020 population is 21 times greater than the population in 1980.[1] Given the growth, updates to older master plans are needed to reflect Alpharetta's future.

The Property is currently used as a Hewlett Packard Enterprise corporate office. With more than 50 acres, the existing buildings and nearly 2,000 parking spaces, the Property is prime for redevelopment and adaption into a modern community.

On October 25, 2021, the City adopted its Comprehensive Plan, Horizon 2040. Continuum Alpharetta aligns with the City's vision for growth and strategic development. Specifically, the Property's future land use designation is Mixed Use (MU). The zoning districts that are compatible with the MU include Community Unit Plan (CUP), Mixed-Use (MU), and Downtown Mixed-Use (DT-MU). The current zoning of O-I is not consistent with Alpharetta's designation of the MU future land use. As set forth below, the approval of this request will allow the Property to be developed in accordance with the future vision for the area.

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[1] Horizon 2040 p. 14.

II. DEVELOPMENT INFORMATION

Continuum Alpharetta is designed to compliment and support the high-quality design and experience that propelled Alpharetta into a signature community in the region. The City recognizes the need for retrofitting office developments with amenities to increase marketability.[2] By a unique and innovative update of the existing Hewlett Packard campus, the office focus will remain integral to the development. As demonstrated in the plans, the existing building will be updated to break up the massing and update design to create connectivity from the corner of Windward Parkway and Westside Parkway into the community. The new office/retail and Corner Grove transforms the Property from an auto-focused, hidden corporate campus to a vibrant community with significant pedestrian connectivity and open space.

The proposed mix of residential and non-residential uses conforms to modern development trends and employer priorities, as demonstrated by the significant development and transition in the area in recent years. Frequently, restaurants and ancillary retail are attached to or within close walking distance to the offices. These developments require a residential component to supplement the daytime traffic associated with the offices by creating nighttime traffic for the restaurants and retail. In light of these development trends and desires of employees, Continuum Alpharetta encourages full use of the Property, through daytime office use, nighttime residential use, and corresponding restaurant, retail, and hotel uses. The Village Green is a focal point of the community and sets the stage for the strategic use the topography and integration of multiuse trails with parks and green space.

Continuum Alpharetta reflects the walkable mixed-use, active redevelopment suggested in the new Horizon 2040 plan for the future growth of the City and its prior area of Windward Parkway.[3]

III. IMPACT ANALYSIS

The Applicant's proposed development fully satisfies the criteria set forth in the City's Code. For these reasons, the Applicant respectfully requests its application be granted as submitted.

A. Rezoning Request from O-I to MU

The Applicant satisfies all the criteria for rezoning as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.2.3 and the Alpharetta Public Hearing Application Form.

1) How will this proposal be compatible with surrounding properties?

The proposed rezoning to MU is compatible with surrounding properties, which are zoned O-I, C-1, C-2, CUP, MU, R-12, and R-10M and will positively impact the surrounding community. Recent development in the area and the policies established by

[2] Horizon 2040 p. 48.
[3] Horizon 2040 p. 60.

Horizon 2040 render the existing O-I (Office-Institutional) zoning unsuitable and inconsistent with the surrounding area. The addition of new office, residential, retail, restaurants and a hotel in this area will promote a more vibrant mix of uses and provide a greater variety of housing options within the City. The property's proximity to Highway 400, Avalon, and the Alpha Loop trail make it ideally situated for Continuum Alpharetta's mixture of uses.

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

The proposed rezoning to MU will have no adverse impact on the use or value of surrounding properties. On the contrary, Continuum Alpharetta and the mixture of uses proposed will both compliment and enhance the value and use of surrounding properties.

3) **Can the property be developed for a reasonable economic use as currently zoned?**

The Property has no reasonable economic use as currently zoned. The current O-I zoning is no longer consistent with development patterns in the surrounding area nor the vision reflects in the City's Horizon 2040 plan. The current office tenants require a more robust mixture of amenities to attract and maintain talent.

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

The proposed development will have a nominal impact upon the population and traffic in the area. Any increase in population as a result of the residential apartments is consistent with residential development in the surrounding area.

With regard to traffic, the City's current infrastructure is equipped to provide adequate access and handle any traffic associated with the proposed mixed-use development. The Applicant will work with the City if infrastructure upgrades are determined to be necessary.

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

A nominal amount of students may be generated by the residential use. Because the target market is primarily young professions without dependents or empty nesters looking for a low-maintenance alternative to a single-family home, the Applicant anticipates little, if any, impact on schools.

Public services and public facilities, including water and sewer, are currently available for the Property and are sufficient to accommodate the proposed development. While the Applicant is not aware of any burden on public services or public facilities related to the proposed development, the Applicant is willing to address any issues that may arise with the City and appropriate service providers.

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

The Horizon 2040 plan and Future Land Use Map designate the Property as MU. The current O-I zoning of the Property is not consistent with the City's Comprehensive Plan or Future Land Use Map. Approval of the rezoning is consistent with the City's stated vision for the growth of this area.

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

Changed and changing conditions in the area as well as the demands of office tenants support the proposed rezoning and mixed-use development. To continued attracting top corporate residents in Alpharetta, the Windward corridor must develop amenities and create a sense of place for the modern community with significant office uses. The proposed rezoning will facilitate this transition and the vision for the area contained in Horizon 2040.

B. Master Plan Amendment Request

The Applicant respectfully requests an amendment to its Master Plan, to modify the plan currently imposed upon the Property. The Oxford Green Master Plan Phase II was approved with conditions on October 26, 1987, containing three separate O-I zoned tracts with different permitted densities.

The Applicant now seeks to amend the Master Plan as it applies to the Property to reflect the proposed mixed use campus, including new development blocks and renovations to the existing office buildings so as to include: (1) 1,028,500 square feet of new office space; (2) 517,399 square feet of renovated office space in the currently existing campus buildings; (3) 77,600 square feet of retail space integrated strategically throughout the Property; (4) a boutique hotel containing 218 rooms, (5) 82 "For Sale" residential townhouses, (6) 496 Class-A "For Rent" residential units, (7) a community village green, and (8) significant additional greenspace with nature trails.

As set forth in Section 2.2.20(E), the following shall be considered when reviewing an MU master plan:

1) Retail, restaurant, office, and personal service uses at ground level;
2) Pedestrian connectivity to all uses;
3) Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered;
4) Accommodations for public transportation;
5) Buildings that face or appear to face public roadways;
6) Appearance standards for buildings and structured parking;
7) Limitations on uninterrupted building elevations;
8) Creation of vistas and view corridors within development;

9) Focal point features at prominent locations and ends of vistas;
10) Incorporation of natural site features;
11) Block lengths conducive to pedestrian traffic;
12) Detention and retention facilities designed to be aesthetically pleasing;
13) Creative methods for stormwater management to provide additional open space;
14) Attractive and usable street furniture in public spaces;
15) Emphasis on a high quality landscape plan; and
16) Number of office jobs internally captured on-site.

As demonstrated by the Applicant's enclosed plans, each of the 16 criteria are being satisfied. Continuum Alpharetta is creating a community that will elevate the identity of this important intersection and activate the corner. The series of parks and green spaces enhance the overall experience of those working, living and enjoying the variety of uses included in the plan. The design of the community intentionally creates a sense of identity and connectivity.

C. Conditional Use Requests

The Applicant satisfies all the criteria for a conditional use as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.2.3(B) and 2.2(a) to allow for a hotel, 'for rent' residential units and 'for sale' residential units. The hotel and residential uses are compatible and complimentary to the office use of the Property.

Section 4.2.3(B)—Conditional Use Standards

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

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

   Continuum Alpharetta provides several points of ingress and egress for both vehicular and pedestrian traffic. The vehicular access points are along Westside and Windward Parkways with a new series of tree-lined grid street system through the Property intentionally designed to control traffic flow. The addition of the multiuse path allows for enjoyment of the parks and significant green spaces through the development. The vehicular and pedestrian hotel and residential users will have multiple safe options for access.

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

   Refuse areas, loading and service areas are provided on site. Adequate parking has been provided on site for all of the uses. Finally, the Applicant will install buffers and

screening to enhance the aesthetics of the site and mitigate the development's impact on any surrounding neighbors.

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

The hotel and residential uses will not have a negative impact on the surrounding neighborhood. In fact, Continuum Alpharetta, including the hotel guest and residents will be a benefit to the surrounding area by transforming an underutilized primary parking lot into a vibrant community with a strong sense of place.

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

Neither local nor state expenditures will be increased beyond current projections in order to maintain and service the hotel and residential units. The proposed mixed-use project is consistent with the development patterns in the surrounding area.

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

Development of the hotel and residential units in Continuum Alpharetta will not impede normal development in the surrounding area. Applicant's proposal is consistent with surrounding mixture of development and land uses recommended in Horizon 2040. The addition of the residential and hotel use will benefit surrounding office uses.

6) **Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general; and**

The hotel and residential uses are required for the blend of uses demanded by new corporate office tenants. By created the community that includes housing options the Continuum Alpharetta can achieve the development goals recognized for the area's future growth.

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

The requested residential and hotel uses as proposed in Continuum Alpharetta's site plan is consistent with the desired pattern of mixed-use, pedestrian-oriented growth demonstrated in Horizon 2040 and mixed-use developments in the City.

Section 2.2(a)—Conditional Use Review Criteria

When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

1. **Site design.**
   The site has been designed to provide adequate access and connectivity to and between the proposed buildings. Continuum Alpharetta was intentionally and carefully designed the site to provide the amenities required to attract top tier employers and to create a high-quality sense of identity, including the hotel and residential uses.

2. **Property access.**
   The site has been designed to provide adequate access and connectivity to and between the proposed uses, including the residential and hotel uses.

3. **Hours of operation of the business.**
   The residential and hotel buildings will be accessible to residents at all hours of the day as is customary for the uses.

4. **Vehicular trips generated by the use.**
   The number of vehicular trips generated by the residential and hotel use will be included in the traffic study as part of the concurrent DRI review.

5. **Impact of the use on surrounding properties.**
   The proposed residential and hotel use is compatible with surrounding properties and is a critical component to the balanced mixture of uses to create Continuum Alpharetta as a new community setting a high design standard for the Windward Parkway corridor. The addition of residential options promotes a more vibrant mix of uses and provide a greater variety of housing options within the City. The Property's location and office presence, supports the need for a boutique hotel.

6. **Impact of the use on the natural features of the site.**
   The residential and hotel uses will have no negative impacts on the natural features of the site.

7. **Separation from similar uses and conflicting uses.**
   There are no uses in the area that would conflict with new residential and hotel options.

D. Variance Request – Section 3.2.8(D)(4)

As reflected in the attached plans, there is a 10-foot landscape buffer along the majority of the southern property line. Section 3.2.8(D)(4), requires a 5-foot landscape strip along property line which do not adjoin a public right-of-way or private road. Because the access into the adjacent parcel is a driveway utilized for vehicular traffic, a 5-foot landscape strip cannot be installed where the property line overlaps the entrance. As such, Applicant request a variance from the strict application of Section 3.2.8(D)(4) to allow the reduction of the landscape strip from 5' to 0'.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City approve the foregoing requests as submitted. The Applicant's required constitutional and ante litem notice is attached hereto at Exhibit "A".

If there are any questions about these requests, please feel free to contact me at 404-665-1242 or jsellers@dillardsellers.com. Thank you.

Sincerely,

DILLARD SELLERS

Julie L. Sellers
R. Baxter Russell
Attorneys for the Applicant

Exhibit A
REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of the City of Alpharetta require the Applicant to raise Federal and State constitutional objections during the public hearing process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Alpharetta Unified Development Code ("UDC"), facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the UDC, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by Alpharetta to grant the application as requested would constitute a taking of the Applicant's property. Because of this unconstitutional taking, Alpharetta would be required to pay just compensation to the Applicant.

A denial of this application would constitute an arbitrary and capricious act by Alpharetta without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the requested rezoning and other concurrent requests would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by Alpharetta to grant the rezoning and other concurrent requests for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and

owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the requests subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

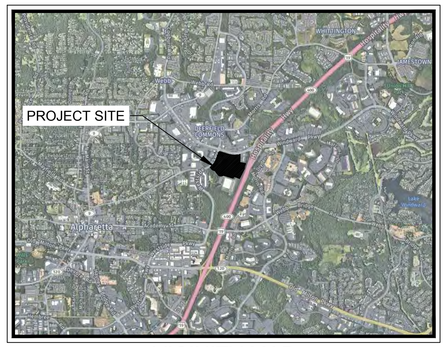
A denial of this application would be unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to approve the rezoning and other applications as requested by the Applicant. If action is not taken by the City to approve the rezoning application within a reasonable time, a claim will be filed in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Property, inverse condemnation, diminution of value of the Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Standing Objection

The Applicant further objects to the standing of each and every surrounding resident to challenge, whether before City Council or any court of competent jurisdiction, any zoning decision by City Council in that he/she has not shown, nor can show, that he/she will suffer special damages within the meaning of Georgia law as a result of said decision. The Applicant raises this objection before City Council and requests City Council to determine the standing of any individual who challenges or objects to City Council's decision to rezone the Property. Applicant further raises this objection before City Council to preserve said objection on appeal, if any, to any court of competent jurisdiction.

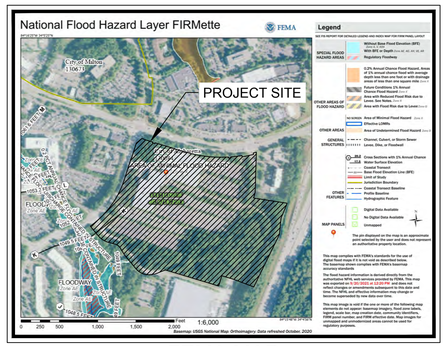
LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- 12' WIDE MULTI-USE TRAIL
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED PARKING DECK
- (10) PARKING COUNT



VICINITY MAP

NOT TO SCALE



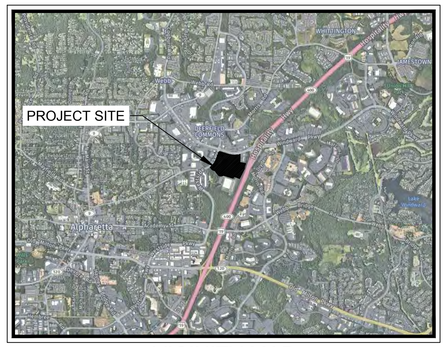
FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

WINDWARD PARKWAY
(VARIABLE R/W)
WESTSIDE PARKWAY
(100' R/W)
U.S. 19 / S.R. 400
(VARIABLE R/W)
TEMPORARY CONSTRUCTION EASEMENT
20' LANDSCAPE STRIP AND BUILDING SETBACK
10.0' FIBER EASEMENT
UNDERGROUND POWER EASEMENT
PEDESTRIAN BREEZEWAY
BLOCK D OFFICE/RETAIL 28,200 GSF
BLOCK A EXISTING OFFICE 210,811 GSF
UNDERGROUND STORMWATER MANAGEMENT AREA
BIORETENTION AREA
PLAZA
VEHICULAR AND PEDESTRIAN BREEZEWAY
BLOCK C EXISTING OFFICE 68,079 GSF
BLOCK B EXISTING OFFICE 210,592 GSF
3.0' UNDERGROUND POWER EASEMENT
20' LANDSCAPE STRIP AND BUILDING SETBACK
BLOCK F OFFICE - 8 STORIES - 213,600 GSF 'FOR RENT' RESIDENTIAL - 7/8 STORIES - 203 UNITS - 203,000 GSF RETAIL - GROUND LEVEL - 3,800 GSF
OFFICE
BLOCK F - PARKING DECK 9 LEVELS 2,700 SPACES
'FOR RENT' RESIDENTIAL OVER GROUND LEVEL RETAIL
'FOR RENT' RESIDENTIAL
BLOCK E VILLAGE GREEN - 26,000 SF OFFICE - 3 STORIES - 41,500 GSF RETAIL - 2 STORIES - 42,000 GSF
3-STORY OFFICE OVER 2-STORY RETAIL
RETAIL
SQUARE
BLOCK G - PARKING DECK 3 LEVELS 600 SPACES
BLOCK G RETAIL - 20,000 GSF 'FOR RENT' RESIDENTIAL - 5/6 STORIES - 285 UNITS - 285,000 GSF
'FOR RENT' RESIDENTIAL OVER GROUND LEVEL RETAIL
40.0' DRAINAGE EASEMENT TO BE RELOCATED
BLOCK I OFFICE - 8 STORIES - 282,500 GSF
BLOCK I - PARKING DECK 8 LEVELS 1,190 SPACES
STORMWATER MANAGEMENT AREA
BLOCK H HOTEL - 12 STORIES - 218 KEYS - 155,000 GSF
BLOCK H - PARKING DECK 7 LEVELS 990 SPACES
STORMWATER MANAGEMENT AREA
STREAM CENTERLINE
25' STATE BUFFER
50' UNDISTURBED BUFFER
75' IMPERVIOUS BUFFER
20.0' SANITARY SEWER EASEMENT TO BE RELOCATED
POCKET PARK
BLOCK K 'FOR SALE' RESIDENTIAL 3 STORY 82 UNITS 164,000 GSF 164 GARAGE PARKING SPACES
BIORETENTION AREA
12' WIDE MULTI-USE TRAIL CONNECTION TO WINDWARD PARKWAY
12' WIDE MULTI-USE TRAIL CONNECTION TO WESTSIDE PARKWAY
12' WIDE MULTI-USE TRAIL
10' LANDSCAPE BUFFER AND BUILDING SETBACK
INGRESS/EGRESS EASEMENT
PROPOSED ENTRANCE RAMP TO GA-400
GA-400 TRAVEL LANES
BLOCK J.1 OFFICE - 7 STORIES - 273,500 GSF
BLOCK J.1 - PARKING DECK 6 LEVELS 1,110 SPACES
BLOCK J.2 OFFICE - 8 STORIES - 201,000 GSF
BLOCK J.2 - PARKING DECK 5 LEVELS 859 SPACES
PROPOSED GDOT R/W
10' BUILDING SETBACK
60' TREE BUFFER
PROPOSED IMPROVEMENTS TO GA-400 PER FILES PROVIDED BY AECOM ON 09/13/2021
END OF PROPOSED ENTRANCE RAMP TO GA-400
1' NON-ACCESS
1' NON-ACCESS
1' NON-ACCESS

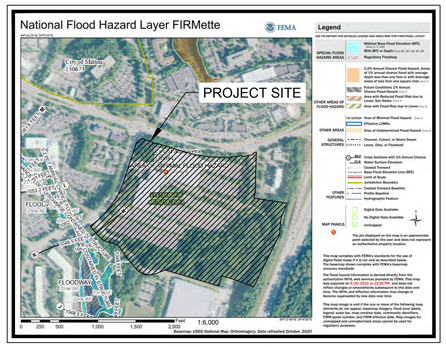
LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- 12' WIDE MULTI-USE TRAIL
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED PARKING DECK
- (10) PARKING COUNT



VICINITY MAP

NOT TO SCALE



FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0059F DATED 09/18/2013.

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END OF PROPOSED ENTRANCE RAMP TO GA-400
1' NON-ACCESS
1' NON-ACCESS
1' NON-ACCESS

KEY LEGEND

- A EXISTING OFFICE
- B EXISTING OFFICE
- C EXISTING OFFICE
- D OFFICE / RETAIL
- E OFFICE / RETAIL
- F OFFICE / RESIDENTIAL
- G RESIDENTIAL / RETAIL
- H OFFICE / RETAIL / HOTEL
- I OFFICE
- J OFFICE
- K RESIDENTIAL



HGOR Gensler

MASTERPLAN **LANDSCAPE**

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: Continuum Mixed Use Campus at 5555 Windward Parkway

Contact Name: Julie Sellers Telephone: 404-665-1242

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.

All property owners with record title to property within 500 ft. of subject property.

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.*

- [X] 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.

Applicant will provide contact information to the parties listed above, including e-mail address and phone number.
If there is sufficient interest, Applicant will host a separate community meeting.

DEVELOPMENT AUTHORITY OF ALPHARETTA
888 7TH AVE 4TH FL
NEW YORK NY 10019

LSREF3/AH CHICAGO LLC
2711 N HASKELL AVE SUITE 1700
DALLAS TX 75204

SCG DEERFIELD COMMONS LLC
3414 PEACHTREE RD STE 1160
ATLANTA GA 30326

DEVELOPMENT AUTHORITY OF ALPHARETTA
888 7TH AVE 4TH FL
NEW YORK NY 10019

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY LESSEE
55 GLENLAKE PKWY
ATLANTA GA 30328

DEVELOPMENT AUTHORITY OF FULTON CO
UNTY
P.O. BOX 105005
ATLANTA GA 30348

PLAZA OUTPARCEL II LLC
P.O. BOX 1159
DEERFIELD IL 60015

HEWLETT PACKARD ENTERPRISE COMPANY
3000 HANOVER ST
PALO ALTO CA 94304

PLAZA STAR ASSOC LLC
1775 WOODSTOCK RD # 150
ROSWELL GA 30075

PLAZA OUTPARCEL I LLC
1792 WOODSTOCK RD #250B
ROSWELL GA 30075

PLAZA BUILDING F LLC
1792 WOODSTOCK RD #250B
ROSWELL GA 30075

INLAND DIVERSIFIED ALPHARETTA WIND
WARD L L C
250 RIVERCHASE PKWY STE 600
BIRMINGHAM AL 35244

ANDERSON JACKSON BURMA
12420 MORRIS RD
ALPHARETTA GA 30005-4166

GATEWAY WINDWARD II LLC
35 JOHNSON FERRY RD
MARIETTA GA 30068

MONTGOMERY ALICE
P.O. BOX 787
LEBANON TN 37088-0787

JACKSON LARRY JUNIOR
133 BUCK TRL
DAWSONVILLE GA 30534

BD FAMILY HOLDINGS LLC
5775 WINDWARD PKWY
ALPHARETTA GA 30004-4954

ANDERSON BURMA J
12420 MORRIS RD
ALPHARETTA GA 30005-4166

PLAZA OUTPARCEL IV LLC
1775 WOODSTOCK RD SUITE 150
ROSWELL GA 30075

MARTA
2424 PIEDMONT RD NE
ATLANTA GA 30324

SCG DEERFIELD COMMONS LLC
3414 PEACHTREE RD STE 1160
ATLANTA GA 30326

HIGHWOODS FORSYTH LTD PRTNSHP
P. O. BOX 450233 ST
ATLANTA GA 31145

HOSPITALITY INVESTMENT GROUP LLC
5455 WINDWARD PKWY
ALPHARETTA GA 30004

OXFORD GREEN PROPERTY OWNERS ASSN
INC
11095 HOUZE RD
ROSWELL GA 30076-1407

PIONEER REAL ESTATE DEV CO
4652 UNION HWY
GAFFNEY SC 29340

H P T R I PROP TRUST
P.O. BOX 579
LOUISVILLE TN 37777-0579

TSO LAKEVIEW LP
1401 PEACHTREE ST NE STE 400
ATLANTA GA 30309

GATEWAY WINDWARD II LLC
35 JOHNSON FERRY RD
MARIETTA GA 30068

MANUS GLENN E
80 SPRING PLACE DR
JASPER GA 30143

MARTA
2424 PIEDMONT RD NE
ATLANTA GA 30324-3330

Real Estate

View Bill

As of	10/20/2021
Bill Year	2020
Bill	2020542
Owner	HEWLETT PACKARD ENTERPRISE COM
Parcel ID	22 -5290-1191-052-0

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2020	$123,401.44	$123,401.44	$0.00	$0.00	$0.00
TOTAL		$123,401.44	$123,401.44	$0.00	$0.00	$0.00

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Pract | Code | p.pdf | untitl | 3000 | 24x3(| 3000 | 24x3(| 3000 | 24x3(| Meet | Coun | City (| alpha | Code
open-alpharetta.opendata.arcgis.com/datasets/code-enforcement/explore?location=34.063086%2C-84.273100%2C13.91&showTable=true
Apps | ue | Appeals court rules... | Sec. 8.1.11. - Nonco... | Quarry penalised fo... | Reading list

ALPHARETTA

Filters
Code Enforcement

Filters | Styling

Filter as map moves

Location

5555 Windward

No results

Select attribute filters (7)

- Type Description — 3 values
- Number — 92 values
- Tag — 61 values
- Assigned To — 2 values
- Initiated Date — 3/30/2017 to 8/10/2021

Showing 25 of 79 rows

View Map

Ca Object Id	Type Description	Number	Tag	Status Code	Assigned To	Initiated Date	Location
1	Code Enforcement-Complaints	CE170033	Accessory Structures	OPEN		3/30/2017, 3:01 PM	12720 Bethany Roa
2	Code Enforcement-Trees	CE190025	Stop Work Order - Trees	OPEN		2/25/2019, 4:12 PM	1825 Mayfield Roa
3	Code Enforcement-Complaints	CE190036	Business vehicle in residentia...	OPEN		3/11/2019, 2:51 PM	11170 Wittenridge
4	Code Enforcement-Complaints	CE190043	Business vehicles in residenti...	OPEN		4/2/2019, 3:02 PM	10585 Kingsmark T
6	Code Enforcement-Complaints	CE190081	High Grass and Weeds-Rotti...	OPEN		8/6/2019, 9:07 AM	115 Laurelwood La
7	Code Enforcement-Complaints	CE190088	Stop Work Order	OPEN		8/15/2019, 4:10 PM	277 Mayfield Road
8	Code Enforcement-Complaints	CE190099	Structual Issues	OPEN		9/5/2019, 3:35 PM	44 Birch Rill Drive
9	Code Enforcement-Complaints	CE190100	Drainage Violation	OPEN		9/5/2019, 4:01 PM	160 North Main Str
10	Code Enforcement-Complaints	CE190107	Stop Work Order	OPEN		9/27/2019, 1:01 PM	10580 Tuxford Driv
11	Code Enforcement-Complaints	CE190108	Stop Work Order	OPEN		9/27/2019, 1:09 PM	1230 Tuscany Cour
12	Code Enforcement-Complaints	CE200004	Stop Work Order	OPEN		1/14/2020, 3:44 PM	1565 Highview Pin
13	Code Enforcement-Complaints	CE200008	Inoperable Vehicles	OPEN		1/29/2020, 3:59 PM	151 Wills Lane
14	Code Enforcement-Complaints	CE200011	Stop Work Order	OPEN		2/7/2020, 11:38 AM	710 Tate Drive
15	Code Enforcement-Complaints	CE200065	Deck in a State of Disrepair	OPEN	BESMITH	4/7/2020, 2:03 PM	1430 Hillcrest Heig
16	Code Enforcement-Complaints	CE200074	R/W trashcan overflowing	OPEN		4/9/2020, 3:09 PM	762 North Main Str
17	Code Enforcement-Complaints	CE200084	Complaint	OPEN	BSCHROEDER	5/6/2020, 3:55 PM	194 Mayfield Circle
18	Code Enforcement-Complaints	CE200097	STOP WORK ORDER, High G...	OPEN		5/27/2020, 3:18 PM	1031 Colony Drive

Type here to search
59°F Sunny
10:20 AM
10/20/2021

TREE SUMMARY

1	10" Chinese Elm	51	11" Red Oak	101	12" Willow Oak	151	13" Willow Oak	201	15" Chinese Elm	251	16" Crape Myrtle	301	17" Red Maple	351	11" Crape Myrtle
2	10" Chinese Elm	52	11" Tulip Poplar	102	13" Chinese Elm	152	14" Chinese Elm	202	15" Red Maple	252	16" Crape Myrtle	302	17" Pine	352	11" Crape Myrtle
3	10" Red Maple	53	11" Tulip Poplar	103	13" Chinese Elm	153	14" Chinese Elm	203	15" Red Maple	253	16" Red Maple	303	17" Pine	353	11" Crape Myrtle
4	10" Red Maple	54	11" Post oak	104	13" Crape Myrtle	154	14" Chinese Elm	204	15" Red Maple	254	16" Red Maple	304	17" Pine	354	9" Crape Myrtle
5	10" Red Maple	55	11" Red Oak	105	13" Red Maple	155	14" Red Maple	205	15" Red Maple	255	16" Red Maple	305	17" Pine	355	10" Crape Myrtle
6	10" Red Maple	56	11" Red Oak	106	13" Red Maple	156	14" Red Maple	206	15" Red Maple	256	16" Red Maple	306	17" Pine	356	12" Crape Myrtle
7	10" Red Maple	57	11" Trident Red Maple	107	13" Red Maple	157	14" Red Maple	207	15" Red Maple	257	16" Red Maple	307	17" Pine	357	10" Crape Myrtle
8	10" Red Maple	58	11" White Oak	108	13" Red Maple	158	14" Red Maple	208	15" Red Maple	258	16" Red Maple	308	17" Pine	358	16" Crape Myrtle
9	10" Red Maple	59	12" Black Cherry	109	13" Red Maple	159	14" Red Maple	209	15" Red Maple	259	16" Pine	309	17" Pine	359	12" Crape Myrtle
10	10" Red Maple	60	12" Blackjack oak	110	13" Red Maple	160	14" Red Maple	210	15" Red Maple	260	16" Pine	310	17" Pine	360	13" Ligustrum
11	10" Red Maple	61	12" Chinese Elm	111	13" Red Maple	161	14" Red Maple	211	15" Red Maple	261	16" Pine	311	17" Pine	361	20" Ligustrum
12	10" Red Maple	62	12" Chinese Elm	112	13" Red Maple	162	14" Red Maple	212	15" Red Maple	262	16" Pine	312	17" Pine	362	14" Ligustrum
13	10" Red Maple	63	12" Chinese Elm	113	13" Red Maple	163	14" Red Maple	213	15" Red Maple	263	16" Pine	313	17" Pine	363	18" Ligustrum
14	10" Red Maple	64	12" Chinese Elm	114	13" Red Maple	164	14" Red Maple	214	15" Red Maple	264	16" Pine	314	17" Pine	364	14" Ligustrum
15	10" Red Maple	65	12" Red Maple	115	13" Red Maple	165	14" Red Maple	215	15" Red Maple	265	16" Pine	315	17" Tulip Poplar	365	16" Crape Myrtle
16	10" Red Maple	66	12" Red Maple	116	13" Red Maple	166	14" Red Maple	216	15" Red Maple	266	16" Pine	316	17" Tulip Poplar	366	15" Crape Myrtle
17	10" Pine	67	12" Red Maple	117	13" Red Maple	167	14" Pine	217	15" Pine	267	16" Pine	317	17" Tulip Poplar	367	15" Crape Myrtle
18	10" Pine	68	12" Red Maple	118	13" Red Maple	168	14" Pine	218	15" Pine1	268	16" Pine	318	17" Tulip Poplar	368	16" Crape Myrtle
19	10" Pine	69	12" Red Maple	119	13" Red Maple	169	14" Pine	219	15" Pine1	269	16" Pine	319	17" Red Oak	369	14" Crape Myrtle
20	10" Tulip Poplar	70	12" Red Maple	120	13" Red Maple	170	14" Pine	220	15" Pine	270	16" Pine	320	17" Red Oak	370	17" Crape Myrtle
21	10" Red Oak	71	12" Red Maple	121	13" Red Maple	171	14" Pine	221	15" Pine	271	16" Pine	321	17" Sycamore	371	14" Crape Myrtle
22	10" Red Oak	72	12" Red Maple	122	13" Red Maple	172	14" Pine	222	15" Pine	272	16" Pine	322	17" Willow Oak	372	10" Crape Myrtle
23	11" River Birch	73	12" Red Maple	123	13" Red Maple	173	14" Pine	223	15" Pine	273	16" Pine	323	17" Willow Oak	373	13" Crape Myrtle
24	11" River Birch	74	12" Red Maple	124	13" Red Maple	174	14" Pine	224	15" Pine	274	16" Pine	324	17" Willow Oak	374	14" Crape Myrtle
25	11" Black Cherry	75	12" Red Maple	125	13" Red Maple	175	14" Pine	225	15" Pine	275	16" Pine	325	17" Willow Oak	375	14" Crape Myrtle
26	11" Black Cherry	76	12" Red Maple	126	13" Pine	176	14" Pine	226	15" Pine	276	16" Pine	326	18" Red Maple	376	14" Crape Myrtle
27	11" Chinese Elm	77	12" Red Maple	127	13" Pine	177	14" Pine	227	15" Pine	277	16" Pine	327	18" Red Maple	377	11" Crape Myrtle
28	11" Chinese Elm	78	12" Red Maple	128	13" Pine	178	14" Pine	228	15" Pine	278	16" Pine	328	18" Red Maple	378	13" Crape Myrtle
29	11" Chinese Elm	79	12" Red Maple	129	13" Pine	179	14" Pine	229	15" Pine	279	16" Pine	329	18" Red Maple	379	13" Crape Myrtle
30	11" Chinese Elm	80	12" Red Maple	130	13" Pine	180	14" Pine	230	15" Pine	280	16" Pine	330	18" Red Maple	380	15" Crape Myrtle
31	11" Chinese Elm	81	12" Red Maple	131	13" Pine	181	14" Pine	231	15" Pine	281	16" Pine	331	18" Red Maple	381	13" Crape Myrtle
32	11" Chinese Elm	82	12" Red Maple	132	13" Pine	182	14" Pine	232	15" Pine	282	16" Tulip Poplar	332	18" Red Maple	382	13" Crape Myrtle
33	11" Chinese Elm	83	12" Red Maple	133	13" Pine	183	14" Tulip Poplar	233	15" Pine	283	16" Tulip Poplar	333	18" Red Maple	383	11" Crape Myrtle
34	11" Red Maple	84	12" Flowering Peach (Dead)	134	13" Pine	184	14" Tulip Poplar	234	15" Pine	284	16" Tulip Poplar	334	18" Pine	384	11" Crape Myrtle
35	11" Red Maple	85	12" Pine	135	13" Pine	185	14" Red Oak	235	15" Pine	285	16" Tulip Poplar	335	18" Pine	385	11" Crape Myrtle
36	11" Red Maple	86	12" Pine	136	13" Pine	186	14" River Birch	236	15" Pine	286	16" Tulip Poplar	336	18" Pine	386	16" Crape Myrtle
37	11" Red Maple	87	12" Pine	137	13" Pine	187	14" Willow Oak	237	15" Pine	287	16" Red Oak	337	18" Pine	387	13" Crape Myrtle
38	11" Red Maple	88	12" Pine	138	13" Tulip Poplar	188	14" Willow Oak	238	15" Pine	288	16" Red Oak	338	18" Pine	388	15" Crape Myrtle
39	11" Red Maple	89	12" Pine	139	13" Red Oak	189	14" Willow Oak	239	15" Pine	289	16" Willow Oak	339	18" Pine	389	11" Crape Myrtle
40	11" Red Maple	90	12" Pine	140	13" Red Oak	190	14" Willow Oak	240	15" Pine	290	16" Willow Oak	340	18" Pine	390	13" Crape Myrtle
41	11" Red Maple	91	12" Pine	141	13" Red Oak	191	14" Willow Oak	241	15" Tulip Poplar	291	16" Willow Oak	341	18" Pine	391	17" Crape Myrtle
42	11" Red Maple	92	12" Tulip Poplar	142	13" Red Oak	192	14" Willow Oak	242	15" Tulip Poplar	292	16" Willow Oak	342	18" Pine	392	15" Crape Myrtle
43	11" Red Maple	93	12" River Birch	143	13" Red Oak	193	14" Willow Oak	243	15" Red Oak	293	17" Red Maple	343	18" Pine	393	13" Crape Myrtle
44	11" Red Maple	94	12" Willow Oak	144	13" River Birch	194	14" Willow Oak	244	15" Red Oak	294	17" Red Maple	344	18" Pine	394	23" Crape Myrtle
45	11" Pine	95	12" Willow Oak	145	13" Trident Red Maple	195	14" Willow Oak	245	15" Red Oak	295	17" Red Maple	345	9" Dogwood	395	18" Pine
46	11" Pine	96	12" Willow Oak	146	13" White Oak	196	14" Willow Oak	246	15" Sycamore	296	17" Red Maple	346	26" Red Oak	396	8" Dogwood
47	11" Pine	97	12" Willow Oak	147	13" Willow Oak	197	15" Bald Cypress	247	15" Willow Oak	297	17" Red Maple	347	15" Savannah Holly	397	21" Sycamore
48	11" Pine	98	12" Willow Oak	148	13" Willow Oak	198	15" River Birch	248	15" Willow Oak	298	17" Red Maple	348	28" River Birch	398	12" Dogwood
49	11" Pine	99	12" Willow Oak	149	13" Willow Oak	199	15" River Birch	249	15" Willow Oak	299	17" Red Maple	349	24" Red Oak	399	9" Dogwood
50	11" Pine	100	12" Willow Oak	150	13" Willow Oak	200	15" Chinese Elm	250	15" Willow Oak	300	17" Red Maple	350	14" Crape Myrtle	400	25" Red Maple

401	37" Tulip Poplar	451	17" Burford Holly	501	14" Savannah Holly	551	31" River Birch	601	19" Crape Myrtle	651	10" Crape Myrtle	701	9" Crape Myrtle	778	21" Pine
402	8" Dogwood	452	15" Burford Holly	502	14" Savannah Holly	552	19" Crape Myrtle	602	13" Crape Myrtle	652	10" Crape Myrtle	702	13" Crape Myrtle	777	23" Red Oak
403	8" Dogwood	453	15" Burford Holly	503	10" Savannah Holly	553	16" Crape Myrtle	603	16" Crape Myrtle	653	9" Crape Myrtle	703	10" Crape Myrtle	776	49" White Oak
404	28" Red Oak	454	31" River Birch	504	14" Savannah Holly	554	11" Crape Myrtle	604	14" Crape Myrtle	654	19" Crape Myrtle	704	15" Crape Myrtle	775	21" Tulip Poplar
405	10" Dogwood	455	22" Cryptomeria	505	12" Savannah Holly	555	16" Crape Myrtle	605	16" Crape Myrtle	655	8" Crape Myrtle	705	10" Crape Myrtle	774	24" Pine
406	26" Red Maple	456	3" Jap Red Maple	506	10" Savannah Holly	556	14" Crape Myrtle	606	14" Crape Myrtle	656	9" Crape Myrtle	706	16" Crape Myrtle	773	24" Red Maple
407	12" Dogwood	457	16" Crape Myrtle	507	18" Savannah Holly	557	14" Crape Myrtle	607	13" Crape Myrtle	657	10" Crape Myrtle	707	12" Crape Myrtle	772	24" Red Maple
408	10" Dogwood	458	13" Crape Myrtle	508	10" Savannah Holly	558	15" Crape Myrtle	608	14" Crape Myrtle	658	8" Crape Myrtle	708	12" Crape Myrtle	771	30" Pine
409	27" Red Maple	459	16" Crape Myrtle	509	15" Savannah Holly	559	12" Crape Myrtle	609	16" Crape Myrtle	659	9" Crape Myrtle	709	10" Crape Myrtle	770	38" Red Maple
410	11" Redbud	460	15" Crape Myrtle	510	12" Savannah Holly	560	17" Crape Myrtle	610	17" Crape Myrtle	660	10" Crape Myrtle	710	16" Crape Myrtle	769	30" Pine
411	14" Dogwood	461	11" Savannah Holly	511	10" Savannah Holly	561	17" Crape Myrtle	611	13" Flowering Peach	661	9" Crape Myrtle	711	15" Crape Myrtle	768	35" Red Oak
412	13" Redbud	462	15" Savannah Holly	512	12" Savannah Holly	562	14" Crape Myrtle	612	11" Flowering Peach	662	9" Crape Myrtle	712	13" Crape Myrtle	767	34" Red Maple
413	14" Redbud	463	17" Savannah Holly	513	14" Savannah Holly	563	16" Crape Myrtle	613	12" Flowering Peach	663	18" Bald Cypress	713	9" Crape Myrtle	766	31" Sweet Gum
414	26" River Birch	464	15" Savannah Holly	514	14" Savannah Holly	564	12" Savannah Holly	614	11" Flowering Peach	664	18" Bald Cypress	714	13" Crape Myrtle	765	34" Tulip Poplar
415	12" Redbud	465	17" Savannah Holly	515	11" Savannah Holly	565	16" Savannah Holly	615	13" Flowering Peach	665	23" Bald Cypress	715	11" Crape Myrtle	764	48" Tulip Poplar
416	37" River Birch	466	13" Savannah Holly	516	17" Savannah Holly	566	10" Savannah Holly	616	12" Flowering Peach	666	12" Bald Cypress	716	14" Crape Myrtle	763	28" Red Maple
417	30" River Birch	467	16" Savannah Holly	517	14" Savannah Holly	567	16" Savannah Holly	617	13" Flowering Peach	667	9" Bald Cypress	717	21" Savannah Holly	762	18" Sourwood
418	28" River Birch	468	12" Savannah Holly	518	14" Savannah Holly	568	12" Savannah Holly	618	9" Flowering Peach	668	9" Bald Cypress	718	27" River Birch	761	35" Tulip Poplar
419	30" River Birch	469	13" Savannah Holly	519	14" Savannah Holly	569	13" Savannah Holly	619	11" Flowering Peach	669	10" Bald Cypress	719	24" River Birch	760	34" Pine
420	27" River Birch	470	17" Savannah Holly	520	15" Savannah Holly	570	13" Savannah Holly	620	11" Flowering Peach	670	17" Post oak	720	28" Red Oak	759	26" Red Maple
421	14" Savannah Holly	471	13" Savannah Holly	521	13" Savannah Holly	571	15" Savannah Holly	621	24" Red Maple	671	39" Red Maple	721	36" White Oak	758	23" Sourwood
422	12" Savannah Holly	472	19" Savannah Holly	522	10" Savannah Holly	572	15" Savannah Holly	622	11" Flowering Peach	672	9" Dogwood	722	32" Red Oak	757	27" Red Oak
423	16" Savannah Holly	473	16" Savannah Holly	523	11" Savannah Holly	573	20" Savannah Holly	623	9" Flowering Peach	673	11" Dogwood	723	27" Red Oak	756	25" Red Maple
424	14" Savannah Holly	474	13" Savannah Holly	524	10" Savannah Holly	574	14" Savannah Holly	624	11" Flowering Peach	674	9" Crape Myrtle	724	28" Hickory	755	25" Red Maple
425	20" Savannah Holly	475	17" Savannah Holly	525	11" Savannah Holly	575	13" Savannah Holly	625	17" Flowering Peach	675	10" Crape Myrtle	725	38" Red Oak	754	34" Tulip Poplar
426	21" Savannah Holly	476	15" Savannah Holly	526	10" Savannah Holly	576	16" Savannah Holly	626	13" Flowering Peach	676	8" Crape Myrtle	726	30" Red Oak	753	32" Red Maple
427	32" River Birch	477	21" Savannah Holly	527	13" Savannah Holly	577	16" Savannah Holly	627	11" Flowering Peach	677	9" Crape Myrtle	727	26" Red Oak	752	32" Pine 27706
428	14" Savannah Holly	478	15" Savannah Holly	528	14" Savannah Holly	578	11" Savannah Holly	628	11" Flowering Peach	678	10" Crape Myrtle	728	29" Red Oak	751	48" Tulip Poplar
429	13" Savannah Holly	479	17" Savannah Holly	529	15" Savannah Holly	579	15" Savannah Holly	629	17" Flowering Peach	679	36" Red Maple	729	30" White Oak	779	10" Red Maple
430	12" Savannah Holly	480	14" Savannah Holly	530	13" Savannah Holly	580	17" Savannah Holly	630	29" Willow Oak	680	21" Black Gum	730	32" Red Oak	780	18" Pine
431	26" River Birch	481	17" Savannah Holly	531	14" Savannah Holly	581	12" Savannah Holly	631	9" Crape Myrtle	681	10" Dogwood	731	28" Red Oak	781	18" Pine
432	15" Savannah Holly	482	14" Savannah Holly	532	14" Savannah Holly	582	16" Savannah Holly	632	8" Crape Myrtle	682	10" Dogwood	732	38" Red Oak	782	18" Pine
433	14" Savannah Holly	483	16" Savannah Holly	533	14" Savannah Holly	583	13" Savannah Holly	633	25" Willow Oak	683	10" Dogwood	733	36" Red Oak	783	18" Tulip Poplar
434	11" Savannah Holly	484	18" Savannah Holly	534	16" Savannah Holly	584	14" Savannah Holly	634	10" Crape Myrtle	684	9" Dogwood	734	32" White Oak	784	18" Tulip Poplar
435	13" Savannah Holly	485	21" Savannah Holly	535	15" Savannah Holly	585	16" Savannah Holly	635	25" Willow Oak	685	40" Sweet Gum	735	30" Red Oak	785	18" River Birch
436	11" Savannah Holly	486	16" Savannah Holly	536	16" Savannah Holly	586	19" Savannah Holly	636	39" River Birch	686	10" Sourwood	736	32" Red Oak	786	18" River Birch
437	15" Savannah Holly	487	19" Savannah Holly	537	19" Savannah Holly	587	19" Crape Myrtle	637	18" Savannah Holly	687	8" Dogwood	737	28" White Oak	787	18" Water Oak
438	18" Savannah Holly	488	14" Savahana Holly	538	15" Savannah Holly	588	17" Crape Myrtle	638	15" Savannah Holly	688	31" Slippery Elm	738	30" Red Oak	788	18" Willow Oak
439	15" Savannah Holly	489	16" Savannah Holly	539	18" Savannah Holly	589	11" Crape Myrtle	639	9" Savannah Holly	689	25" River Birch	739	25" Red Oak	789	18" Willow Oak
440	22" Savannah Holly	490	14" Savannah Holly	540	12" Savannah Holly	590	13" Crape Myrtle	640	17" Savannah Holly	690	33" River Birch	740	25" Red Oak	790	18" Willow Oak
441	18" Savannah Holly	491	20" Savannah Holly	541	14" Savannah Holly	591	15" Crape Myrtle	641	25" River Birch	691	26" River Birch	741	33" Tulip Poplar	791	19" River Birch
442	19" Savannah Holly	492	17" Savannah Holly	542	18" Savannah Holly	592	18" Crape Myrtle	642	27" River Birch	692	16" Crape Myrtle	742	64" Red Oak	792	19" River Birch
443	20" Savannah Holly	493	19" Savannah Holly	543	15" Savannah Holly	593	15" Crape Myrtle	643	35" River Birch	693	12" Crape Myrtle	743	37" Tulip Poplar	793	19" Red Maple
444	15" Savannah Holly	494	14" Savannah Holly	544	17" Crape Myrtle	594	17" Crape Myrtle	644	33" Hickory	694	11" Crape Myrtle	744	40" Sweet Gum	794	19" Red Maple
445	12" Savannah Holly	495	19" Savannah Holly	545	15" Crape Myrtle	595	12" Crape Myrtle	645	9" Crape Myrtle	695	11" Crape Myrtle	745	28" Red Oak	795	19" Red Maple
446	14" Savannah Holly	496	17" Savannah Holly	546	20" Crape Myrtle	596	10" Crape Myrtle	646	10" Crape Myrtle	696	9" Crape Myrtle	746	33" Red Oak	796	19" Red Maple
447	31" River Birch	497	16" Savannah Holly	547	14" Crape Myrtle	597	14" Crape Myrtle	647	8" Crape Myrtle	697	10" Crape Myrtle	747	10" Sourwood	797	19" Red Maple
448	26" River Birch	498	14" Savannah Holly	548	14" Crape Myrtle	598	13" Crape Myrtle	648	9" Crape Myrtle	698	14" Crape Myrtle	748	36" Tulip Poplar	798	19" Red Maple
449	10" Burford Holly	499	14" Savannah Holly	549	19" Crape Myrtle	599	14" Crape Myrtle	649	28" River Birch	699	19" Crape Myrtle	749	39" Tulip Poplar	799	19" Red Maple
450	11" Burford Holly	500	15" Savannah Holly	550	14" Crape Myrtle	600	30" River Birch	650	9" Crape Myrtle	700	13" Crape Myrtle	750	25" Red Maple	800	19" Red Maple



LOCATION MAP
NOT TO SCALE

SYMBOL LEGEND

- CORNER MONUMENT SET
- IRON PIN FOUND (TYPE NOTED)
- RWMF - CONCRETE R/W MONUMENT FOUND
- INTERSECTION POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- RBF REBAR FOUND
- OTPF OPEN TOP PIPE FOUND
- CTPF CRIMP TOP PIPE FOUND
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH BASIN
- FLARED END SECTION
- DROP INLET
- HEADWALL
- CURB INLET
- STORM MANHOLE
- STORM JUNCTION BOX
- PEDESTAL INLET
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- FIRE DEPARTMENT CONNECTION
- WATER SPIGOT
- GAS VALVE
- GAS METER
- TELEPHONE BOX
- TELEPHONE MANHOLE
- CABLE PEDESTAL
- GUY WIRE
- LIGHT POLE
- POWER POLE
- POWER MANHOLE
- ELECTRIC METER
- TRANSFORMER
- SANITARY SEWER MANHOLE
- SANITARY SEWER GREASE TRAP
- CLEANOUT
- CROSS WALK SIGNAL POLE
- TRAFFIC SIGNAL HAND HOLE
- TRAFFIC SIGNAL POLE
- TRAFFIC CONTROL BOX
- MAILBOX
- MONITORING WELL
- STREET SIGN
- BOLLARD
- LANDSCAPE LIGHT
- A/C AIR CONDITIONING UNIT
- 9 PARKING COUNT
- PAINTED TRAFFIC ARROW
- HANDICAPPED SPACE
- EV EVERGREEN TREE
- US UNDERSTORY TREE
- HW DECIDUOUS TREE (HARDWOOD)
- BENCHMARK
- TEST HOLE
- AE ACCESS EASEMENT
- SSE SANITARY SEWER EASEMENT
- DE DRAINAGE EASEMENT
- CMP CORRUGATED METAL PIPE
- DIP DUCTILE IRON PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- VCP VITRIFIED CLAY PIPE
- BROKEN LINE (NOT TO SCALE)
- END NOT LOCATED
- CI CURB INLET
- DI DROP INLET
- IE INVERT ELEVATION
- × 925.34 EXISTING SPOT ELEVATION
- BW BOTTOM OF WALL
- TW TOP OF WALL
- FFE FINISHED FLOOR ELEVATION
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE
- (MA) MEASURED ANGLE
- (RA) RECORD ANGLE
- N/F NOW OR FORMERLY
- BSL BUILDING SETBACK LINE
- TE# TITLE EXCEPTION NUMBER
- C&G CURB AND GUTTER
- CLF CHAIN LINK FENCE

LINE LEGEND

- SITE BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- INTERIOR BOUNDARY LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- DITCH/CREEK LINE
- APPROX. FLOOD LIMITS
- ROAD CENTERLINE
- CURB & GUTTER
- FENCE
- STORM SEWER
- CONTOURS (430)
- WATER LINE
- SANITARY SEWER
- FORCEMAIN
- GAS LINE
- TELEVISION CABLE
- UNKNOWN UTILITY LINE
- TELEPHONE LINE
- OVERHEAD UTILITY
- UNDERGROUND POWER
- GUARDRAIL
- PAINT STRIPING
- TREE LINE
- CREEK BUFFER
- CREEK BANK

PREPARED IN THE OFFICE OF:

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LSF001160 EXP. 06/30/2022

REV. #	DESCRIPTION	DATE	DRAWN BY:	CHECKED BY:
0	INITIAL ISSUE	10/22/2021	AU	JAC

CLIENT
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD.
NASHVILLE, TENNESSEE 37203

PROJECT
TREE EXHIBIT
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 1186, 1187, 1190 & 1191,
2ND DISTRICT, 2ND SECTION,
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:
DRAWN BY: AU
REVIEWED BY: JAC

GEORGIA811 www.Georgia811.com Know what's below. Call before you dig.

SCALE & NORTH ARROW:

JOB #: 300001

SHEET: 1 OF 3

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TREE SUMMARY CONTINUED

801	19" Pine
802	19" Pine
803	19" Pine
804	19" Pine
805	19" Pine
806	19" Pine
807	19" Pine
808	19" Pine
809	19" Pine
810	19" Pine
811	19" Pine
812	19" Pine
813	19" Pine
814	19" Pine
815	19" Pine
816	19" Pine
817	19" Pine
818	19" Pine
819	19" Pine
820	19" Pine
821	19" Pine
822	19" Tulip Poplar
823	19" River Birch
824	19" River Birch
825	19" Sycamore
826	19" Willow Oak
827	19" Willow Oak
828	19" Willow Oak
829	19" Willow Oak
830	2" Trident Red Maple
831	2" Trident Red Maple
832	20" Hickory
833	20" Red Maple
834	20" Red Maple
835	20" Red Maple
836	20" Red Maple
837	20" Red Maple
838	20" Red Maple
839	20" Red Maple
840	20" Red Maple
841	20" Red Maple
842	20" Red Maple
843	20" Pine
844	20" Pine
845	20" Pine
846	20" Pine
847	20" Pine
848	20" Pine
849	20" Pine
850	20" Pine

851	20" Pine
852	20" Pine
853	20" Pine
854	20" Pine
855	20" Pine
856	20" Pine
857	20" Pine
858	20" Pine
859	20" Pine
860	20" Pine
861	20" Pine
862	20" Tulip Poplar
863	20" Tulip Poplar
864	20" Red Oak
865	20" Sycamore
866	20" Willow Oak
867	20" Willow Oak
868	21" River Birch
869	21" River Birch
870	21" Red Maple
871	21" Red Maple
872	21" Red Maple
873	21" Pine
874	21" Pine
875	21" Pine
876	21" Pine
877	21" Pine
878	21" Pine
879	21" Pine
880	21" Pine
881	21" Pine
882	21" Pine
883	21" Pine
884	21" Tulip Poplar
885	21" River Birch
886	21" River Birch
887	21" River Birch
888	21" Sycamore
889	21" Willow Oak
890	22" River Birch
891	22" Hickory
892	22" Red Maple
893	22" Red Maple
894	22" Red Maple
895	22" Pine
896	22" Pine
897	22" Pine
898	22" Pine
899	22" Pine
900	22" Tulip Poplar

901	22" Tulip Poplar
902	22" Tulip Poplar
903	22" Red Oak
904	22" River Birch
905	22" Sycamore
906	22" Sycamore
907	22" Willow Oak
908	22" Willow Oak
909	22" Willow Oak
910	22" Willow Oak
911	23" River Birch
912	23" Red Maple
913	23" Red Maple
914	23" Red Maple
915	23" Red Maple
916	23" Red Maple
917	23" Pine
918	23" Pine
919	23" Pine
920	23" Pine
921	23" Pine
922	23" Pine
923	23" Tulip Poplar
924	23" Red Oak
925	23" River Birch
926	23" River Birch
927	23" River Birch
928	23" River Birch
929	23" Water Oak
930	23" Willow Oak
931	24" Pine
932	26" Pine
933	26" Pine
934	27" River Birch
935	27" Pine
936	29" Tulip Poplar
937	3" Crape Myrtle
938	3" Dogwood
939	3" Dogwood
940	3" Japanese Red Maple
941	3" Red Maple
942	3" Red Maple
943	5" Crape Myrtle
944	5" Crape Myrtle
945	5" Crape Myrtle
946	5" Crape Myrtle
947	5" Crape Myrtle
948	5" Crape Myrtle
949	5" Crape Myrtle
950	5" Crape Myrtle

951	5" Crape Myrtle
952	5" Crape Myrtle
953	5" Crape Myrtle
954	5" Dogwood
955	5" Dogwood
956	5" Dogwood
957	5" Dogwood
958	5" Dogwood
959	5" Dogwood
960	5" Dogwood
961	5" Dogwood
962	5" Dogwood
963	5" Dogwood
964	6" Crape Myrtle
965	6" Crape Myrtle
966	6" Crape Myrtle
967	6" Crape Myrtle
968	6" Crape Myrtle
969	6" Crape Myrtle
970	6" Crape Myrtle
971	6" Crape Myrtle
972	6" Crape Myrtle
973	6" Crape Myrtle
974	6" Crape Myrtle
975	6" Crape Myrtle
976	6" Crape Myrtle
977	6" Crape Myrtle
978	6" Crape Myrtle
979	6" Crape Myrtle
980	6" Crape Myrtle
981	6" Crape Myrtle
982	6" Dogwood
983	6" Dogwood
984	6" Dogwood
985	6" Dogwood
986	6" Dogwood
987	6" Dogwood
988	6" Dogwood
989	6" Red Maple
990	6" Red Maple
991	6" Flowering Peach
992	6" Red Oak
993	6" Trident Red Maple
994	7" Sweet Gum
995	7" Maple & 4" Dogwood
996	7" River Birch
997	7" Black Cherry
998	7" Crape Myrtle
999	7" Crape Myrtle
1000	7" Crape Myrtle

1001	7" Crape Myrtle
1002	7" Crape Myrtle
1003	7" Crape Myrtle
1004	7" Crape Myrtle
1005	7" Crape Myrtle
1006	7" Crape Myrtle
1007	7" Crape Myrtle
1008	7" Crape Myrtle
1009	7" Crape Myrtle
1010	7" Crape Myrtle
1011	7" Crape Myrtle
1012	7" Crape Myrtle
1013	7" Crape Myrtle
1014	7" Crape Myrtle
1015	7" Crape Myrtle
1016	7" Crape Myrtle
1017	7" Crape Myrtle
1018	7" Crape Myrtle
1019	7" Crape Myrtle
1020	7" Crape Myrtle
1021	7" Crape Myrtle
1022	7" Crape Myrtle
1023	7" Crape Myrtle
1024	7" Crape Myrtle
1025	7" Crape Myrtle
1026	7" Crape Myrtle
1027	7" Crape Myrtle
1028	7" Crape Myrtle
1029	7" Crape Myrtle
1030	7" Crape Myrtle
1031	7" Crape Myrtle
1032	7" Crape Myrtle
1033	7" Crape Myrtle
1034	7" Crape Myrtle
1035	7" Crape Myrtle
1036	7" Crape Myrtle
1037	7" Crape Myrtle
1038	7" Crape Myrtle
1039	7" Crape Myrtle
1040	7" Crape Myrtle
1041	7" Crape Myrtle
1042	7" Crape Myrtle
1043	7" Crape Myrtle
1044	7" Crape Myrtle
1045	7" Crape Myrtle
1046	7" Dogwood
1047	7" Dogwood
1048	7" Dogwood
1049	7" Dogwood
1050	7" Dogwood

1051	7" Dogwood
1052	7" Dogwood
1053	7" Dogwood
1054	7" Dogwood
1055	7" Dogwood
1056	7" Dogwood
1057	7" Dogwood
1058	7" Dogwood
1059	7" Dogwood
1060	7" Red Maple
1061	7" Red Maple
1062	7" Red Maple
1063	7" Red Maple
1064	7" Red Maple
1065	7" Red Maple
1066	7" Red Maple
1067	7" Red Maple
1068	7" Red Maple
1069	7" Flowering Peach
1070	7" Flowering Peach
1071	7" Pine
1072	7" Red Oak
1073	7" Red Oak
1074	7" Red Oak
1075	7" Water Oak
1076	8" Red Maple
1077	8" Red Maple
1078	8" Red Maple
1079	8" Red Maple
1080	8" Red Maple
1081	8" Red Maple
1082	8" Red Maple
1083	8" Red Maple
1084	8" Red Maple
1085	8" Red Maple
1086	8" Red Maple
1087	8" Red Maple
1088	8" Red Maple
1089	8" Red Maple
1090	8" Pine
1091	8" Pine
1092	8" Pine
1093	8" Pine
1094	8" Pine
1095	8" Pine
1096	8" Red Oak
1097	8" Red Oak
1098	9" River Birch
1099	9" Black Cherry
1100	9" Red Maple

1101	9" Red Maple
1102	9" Red Maple
1103	9" Red Maple
1104	9" Red Maple
1105	9" Red Maple
1106	9" Red Maple
1107	9" Red Maple
1108	9" Red Maple
1109	9" Red Maple
1110	9" Red Maple
1111	9" Red Maple
1112	9" Red Maple
1113	9" Red Maple
1114	9" Red Maple
1115	9" Red Maple
1116	9" Red Maple
1117	9" Pine
1118	9" Pine
1119	9" Red Oak



LOCATION MAP
NOT TO SCALE

SYMBOL LEGEND

- CORNER MONUMENT SET
- IRON PIN FOUND (TYPE NOTED)
- RWMF - CONCRETE R/W MONUMENT FOUND
- INTERSECTION POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- RBF REBAR FOUND
- OTPF OPEN TOP PIPE FOUND
- CTPF CRIMP TOP PIPE FOUND
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH BASIN
- FLARED END SECTION
- DROP INLET
- HEADWALL
- CURB INLET
- STORM MANHOLE
- STORM JUNCTION BOX
- PEDESTAL INLET
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- FIRE DEPARTMENT CONNECTION
- WATER SPIGOT
- GAS VALVE
- GAS METER
- TELEPHONE BOX
- TELEPHONE MANHOLE
- CABLE PEDESTAL
- GUY WIRE
- LIGHT POLE
- POWER POLE
- POWER MANHOLE
- ELECTRIC METER
- TRANSFORMER
- SANITARY SEWER MANHOLE
- SANITARY SEWER GREASE TRAP
- CLEANOUT
- CROSS WALK SIGNAL POLE
- TRAFFIC SIGNAL HAND HOLE
- TRAFFIC SIGNAL POLE
- TRAFFIC CONTROL BOX
- MAILBOX
- MONITORING WELL
- STREET SIGN
- BOLLARD
- LANDSCAPE LIGHT
- A/C AIR CONDITIONING UNIT
- 9 PARKING COUNT
- PAINTED TRAFFIC ARROW
- HANDICAPPED SPACE
- EV EVERGREEN TREE
- US UNDERSTORY TREE
- HW DECIDUOUS TREE (HARDWOOD)
- BENCHMARK
- TEST HOLE
- AE ACCESS EASEMENT
- SSE SANITARY SEWER EASEMENT
- DE DRAINAGE EASEMENT
- CMP CORRUGATED METAL PIPE
- DIP DUCTILE IRON PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- VCP VITRIFIED CLAY PIPE
- BROKEN LINE (NOT TO SCALE)
- END NOT LOCATED
- CI CURB INLET
- DI DROP INLET
- IE INVERT ELEVATION
- × 925.34 EXISTING SPOT ELEVATION
- BW BOTTOM OF WALL
- TW TOP OF WALL
- FFE FINISHED FLOOR ELEVATION
- (**M**) MEASURED DISTANCE
- (R) RECORD DISTANCE
- (**MA**) MEASURED ANGLE
- (RA) RECORD ANGLE
- N/F NOW OR FORMERLY
- BSL BUILDING SETBACK LINE
- TE# TITLE EXCEPTION NUMBER
- C&G CURB AND GUTTER
- CLF CHAIN LINK FENCE

LINE LEGEND

- SITE BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- INTERIOR BOUNDARY LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- DITCH/CREEK LINE
- APPROX. FLOOD LIMITS
- ROAD CENTERLINE
- CURB & GUTTER
- FENCE
- STORM SEWER
- CONTOURS (430)
- WATER LINE
- SANITARY SEWER
- FORCEMAIN
- GAS LINE
- TELEVISION CABLE
- UNKNOWN UTILITY LINE
- TELEPHONE LINE
- OVERHEAD UTILITY
- UNDERGROUND POWER
- GUARDRAIL
- PAINT STRIPING
- TREE LINE
- CREEK BUFFER
- CREEK BANK

PREPARED IN THE OFFICE OF:
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LSF001160 EXP: 06/30/2022

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REV. #	DESCRIPTION	INITIAL ISSUE	DATE	10/22/2021	DRAWN BY:	AU	CHECKED BY:	JAC
0								

CLIENT
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD.
NASHVILLE, TENNESSEE 37203

PROJECT
TREE EXHIBIT
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 190 & 1191,
2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:

DRAWN BY: AU
REVIEWED BY: JAC

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

JOB #: 300001

SHEET: 2 OF 3

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and entities listed for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by LeCraw Engineering, Inc. shall be without liability to LeCraw Engineering, Inc. Copyright LeCraw Engineering, Inc., 2021

GENERAL NOTES

A) THE BASIS OF ROTATION IS GRID NORTH, NAD '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY eGPS GNSS REAL TIME NETWORK. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

B) BOUNDARY LINES SHOWN GRAPHICALLY HEREON WERE TAKEN FROM ALTA SURVEY PREPARED BY LECRAW ENGINEERING, INC., DATED JANUARY 20, 2021.

C) THE PURPOSE OF THIS TREE EXHIBIT IS TO SHOW APPROXIMATE TREE LOCATIONS AND TREE SIZES AND SPECIES PROVIDED BY OUTDOOR SPACES, LLC. NO FIELD SURVEYING OF THE TREE LOCATIONS HAS BEEN PERFORMED BY LECRAW ENGINEERING, INC. AND THE TREE LOCATIONS SHOWN ARE APPROXIMATE ONLY BASED ON THE REFERENCED INFORMATION PROVIDED BY OUTDOOR SPACES, LLC.



LOCATION MAP
NOT TO SCALE

SYMBOL LEGEND

●	CORNER MONUMENT SET	⊠	TRAFFIC CONTROL BOX
○	IRON PIN FOUND (TYPE NOTED)	■	MAILBOX
⊡	RWMF - CONCRETE R/W MONUMENT FOUND	⊙	MONITORING WELL
△	INTERSECTION POINT	⚑	STREET SIGN
P.O.B.	POINT OF BEGINNING	◑	BOLLARD
P.O.C.	POINT OF COMMENCEMENT	◀	LANDSCAPE LIGHT
R/W	RIGHT-OF-WAY	A/C	AIR CONDITIONING UNIT
RBF	REBAR FOUND	9	PARKING COUNT
OTPF	OPEN TOP PIPE FOUND	→	PAINTED TRAFFIC ARROW
CTPF	CRIMP TOP PIPE FOUND	♿	HANDICAPPED SPACE
	SINGLE WING CATCH BASIN	EV	EVERGREEN TREE
	DOUBLE WING CATCH BASIN	US	UNDERSTORY TREE
	FLARED END SECTION	HW	DECIDUOUS TREE (HARDWOOD)
	DROP INLET	◆	BENCHMARK
	HEADWALL	⚑	TEST HOLE
	CURB INLET	AE	ACCESS EASEMENT
Ⓢ	STORM MANHOLE	SSE	SANITARY SEWER EASEMENT
Ⓢ	STORM JUNCTION BOX	DE	DRAINAGE EASEMENT
	PEDESTAL INLET	CMP	CORRUGATED METAL PIPE
	FIRE HYDRANT	DIP	DUCTILE IRON PIPE
Ⓦ	WATER VALVE	HDPE	HIGH DENSITY POLYETHYLENE PIPE
Ⓦ	WATER METER	PVC	POLYVINYL CHLORIDE PIPE
	IRRIGATION CONTROL VALVE	RCP	REINFORCED CONCRETE PIPE
	FIRE DEPARTMENT CONNECTION	VCP	VITRIFIED CLAY PIPE
	WATER SPIGOT	⌇	BROKEN LINE (NOT TO SCALE)
Ⓖ	GAS VALVE	⟆	END NOT LOCATED
Ⓖ	GAS METER	CI	CURB INLET
Ⓣ	TELEPHONE BOX	DI	DROP INLET
Ⓣ	TELEPHONE MANHOLE	IE	INVERT ELEVATION
TV	CABLE PEDESTAL	× 925.34	EXISTING SPOT ELEVATION
	GUY WIRE	BW	BOTTOM OF WALL
	LIGHT POLE	TW	TOP OF WALL
	POWER POLE	FFE	FINISHED FLOOR ELEVATION
Ⓟ	POWER MANHOLE	(M)	MEASURED DISTANCE
E	ELECTRIC METER	(R)	RECORD DISTANCE
TX	TRANSFORMER	(MA)	MEASURED ANGLE
Ⓢ	SANITARY SEWER MANHOLE	(RA)	RECORD ANGLE
Ⓖ	SANITARY SEWER GREASE TRAP	N/F	NOW OR FORMERLY
CO	CLEANOUT	BSL	BUILDING SETBACK LINE
	CROSS WALK SIGNAL POLE	TE#	TITLE EXCEPTION NUMBER
	TRAFFIC SIGNAL HAND HOLE	C&G	CURB AND GUTTER
	TRAFFIC SIGNAL POLE	CLF	CHAIN LINK FENCE

LINE LEGEND

- SITE BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- INTERIOR BOUNDARY LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- DITCH/CREEK LINE
- APPROX. FLOOD LIMITS
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- UNKNOWN UTILITY LINE
- TELEPHONE LINE
- OVERHEAD UTILITY
- UNDERGROUND POWER
- GUARDRAIL
- PAINT STRIPING
- TREE LINE
- CREEK BUFFER
- CREEK BANK

WINDWARD PARKWAY (VARIABLE R/W)
WESTSIDE PARKWAY (100' R/W)
U.S. 19 / S.R. 400
APPROXIMATE LOCATION LAND LOT LINE
L.L. 1186
L.L. 1187
L.L. 1190
L.L. 1191
BUILDING
PARKING
N/F 5575 WINDWARD ALPHARETTA GA, LLC DB 60574, PG 369 PID# 22 545011870530
N/F LSREF3/AH CHICAGO, LLC DB 54453, PG 204 PID# 22 545011870548
N/F DEVELOPMENT AUTHORITY OF FULTON COUNTY DB 42946, PG 434

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REV. #	DESCRIPTION	DATE	DRAWN BY:	CHECKED BY:
0	INITIAL ISSUE	10/22/2021	AU	JAC

CLIENT
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD.
NASHVILLE, TENNESSEE 37203

PROJECT
TREE EXHIBIT
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 1186, 1187, 1190 & 1191,
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:

DRAWN BY: AU
REVIEWED BY: JAC

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW (SEE NOTE A)

0' 50' 100' 200'
GRAPHIC SCALE: 1"=100'

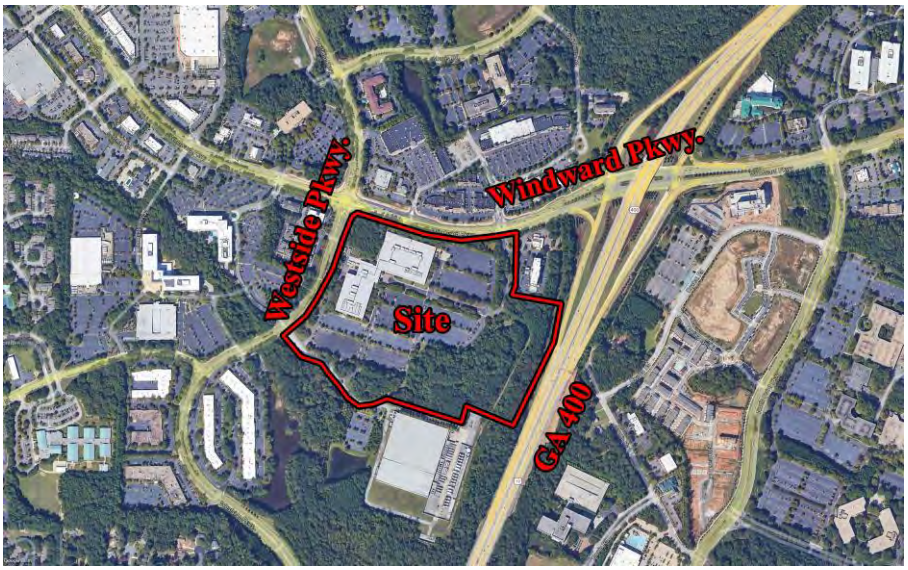
JOB #: 300001

SHEET: 3 OF 3

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and entities listed for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by LeCraw Engineering, Inc. shall be without liability to LeCraw Engineering, Inc. Copyright LeCraw Engineering, Inc., 2021

21-09-15-01 5555 Windward Arborist Report Alpharetta

Reference UDC
Alpharetta, Georgia
(Updated June 18, 2021)



Location Map North

All of the following information is based upon visual field observations and 30 years of practical horticultural experience. No scientific or lab tests have been performed. I certify that all information in this report is true and inclusive to the best of my knowledge and is prepared in good faith.

Outdoor Spaces, LLC

By Scott Hall, Owner

On Site Specimen Evaluation Date: September 18, 19, 23, 25, 26, 28, 29, 2021
Report Date: October 6, 2021
Revised Date:

Outdoor Spaces, LLC
Scott Hall, Owner
RLA, Certified Arborist
Certificate Number: SO-5434A
404-328-6561 Cell
678-965-4784 Fax
scottandcyrena@bellsouth.net

Warranty Disclaimer:

Although, this report will determine whether or not a tree is a specimen; it is provided as best judgment opinion. Ultimately, the governing body's (City of Alpharetta) arborist or representative shall determine whether a tree is classified as a specimen or not.

All specimen tree locations shall be approximate. The provided tree locations shall NOT be GPS located and in no manner shall the provided tree location plan be used or represented as a tree survey. It is the sole responsibility of the OWNER to have all tagged specimen trees located by a Certified Land Surveyor.

No warranties express or implied are made with respect to the report of aforementioned specimen trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER's sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be specimens.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees that have multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and they become Co-Dominate Leaders. Either scenario is an undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will always cause decay. In this case these trees become a life safety issue and cannot be considered specimen trees.

Some trees are an exception to this rule, such as, but not limited to:
Crape Myrtles, Birches, Wax Myrtles, Red Buds, Fringe Trees, Dogwoods, Hollies, Cedars, Sourwoods, Sweet Bay Magnolias, Red Bays and Live Oaks.

These are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically have the life safety issues because they are not large growing trees.

Reference: Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs / Wayne A. Sinclair and Howard H. Lyon.-2nd Ed. Published 2005

Smiley, E.. (2003). Does included bark reduce the strength of codominant stems?. Journal of Arboriculture 29.

One of the most common locations for the aboveground portion of a tree to fail is at the junction of two or more codominant stems. Due to the frequency of failures at this point, a study was undertaken to get a better understanding of the mechanical strength of this point and to determine if included bark reduces the strength of the union. Eighty-four codominant stems were removed from 26 felled maple trees. These crotches were securely anchored and split apart using measured force. Breaking force varied from 64 to 2,363 kg. The regression line produced from the comparison of stem diameter and force required for breaking the union when there was no included bark was Force = Diameter * 613 - 1388, r 2 = 0.92. When only those unions with included bark were analyzed, the regression line was Force = Diameter * 537 - 1285, r 2 = 0.76. There was a significant difference between the regression lines ($p < 0.05$). Codominant stems that have bark trapped in the union are significantly weaker than those that do not have bark included. The differences appear to be greater with smaller-diameter stems than with larger stems.

SECTION 3.2 - TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS (Adopted 05-15-17)

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Boundary Tree: Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

Caliper: A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

Conifer Tree: Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ): The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Diameter Breast-Height (DBH): The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4 1/2 feet above the ground. If a tree splits into multiple trunks below 4 1/2 feet, the trunk is measured at its most narrow point beneath the split.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

Hardwood Tree: Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

Landscape Tree: A tree or trees that were planted or retained on a developed or previously developed site.

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree: Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Professional: An International Society of Arboriculture (ISA) Certified Arborist; an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Specimen Tree: 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.

Size Criteria:

Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.

Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus

- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), *o*r other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch (24″) diameter or larger for trees in all other genera

Understory Trees: 8-inch (8″) diameter or larger.

- 10-inch (10") diameter or larger for *Oxydendron arboretum* (Sourwood).

See additional requirements for Specimen Trees in The Guidance Document Street/Streetscape Tree: Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

Tree Grouping: A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree Planting List: List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area: An area encompassing the critical root zone of a tree that shall remain in a pervious state.

Tree Save Area: An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a previous state.

Understory Trees: Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.



Notes:

-All specimen tree locations shall be approximate.

-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.

-It is the sole responsibility of the OWNER to have all tagged rees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Index Sheet



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 1



Notes:

-All specimen tree locations shall be approximate.

-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.

-It is the sole responsibility of the OWNER to have all tagged rees located by a Certified Land Surveyor.

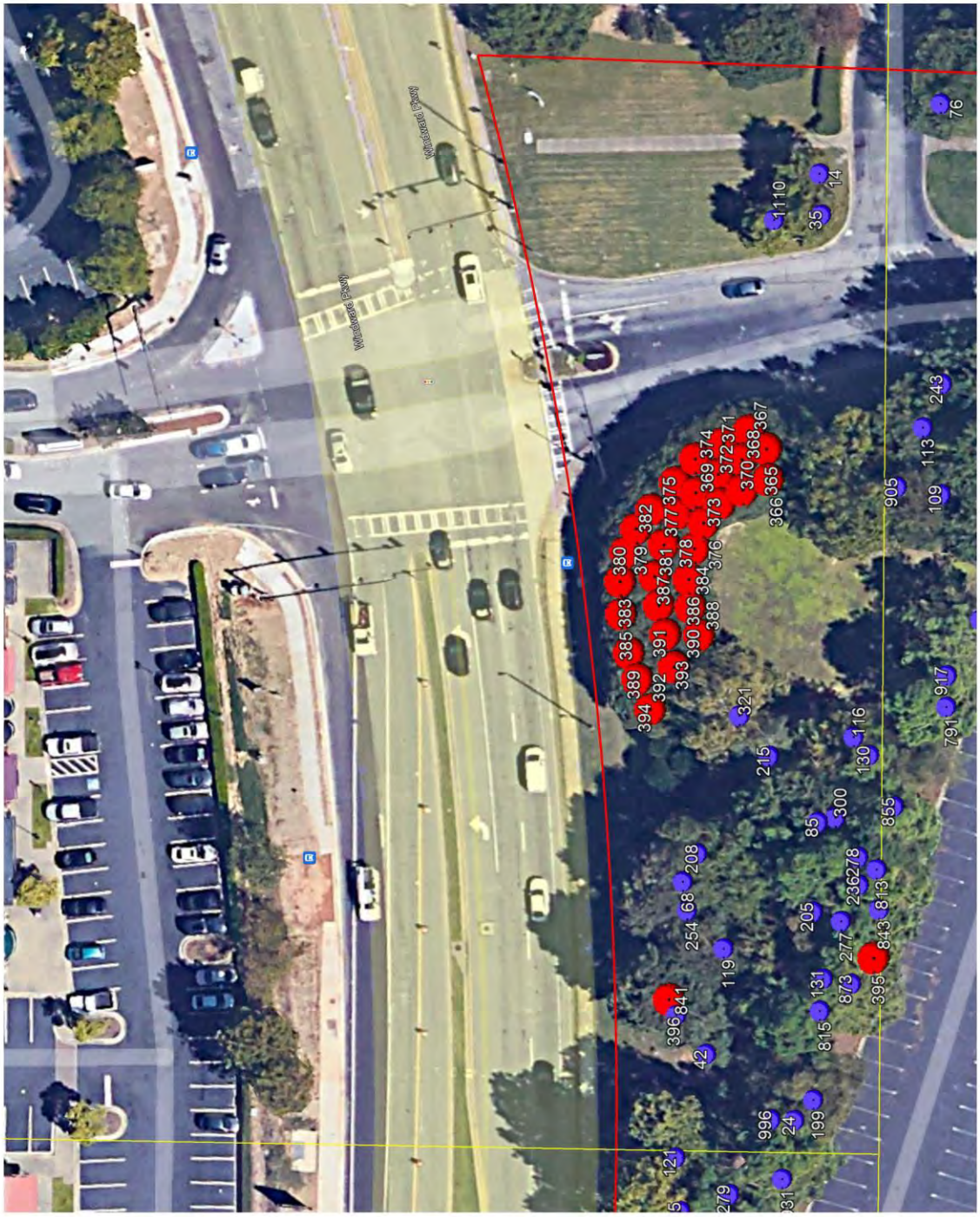
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 2



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged rees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 3



Notes:

-All specimen tree locations shall be approximate.

-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.

-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

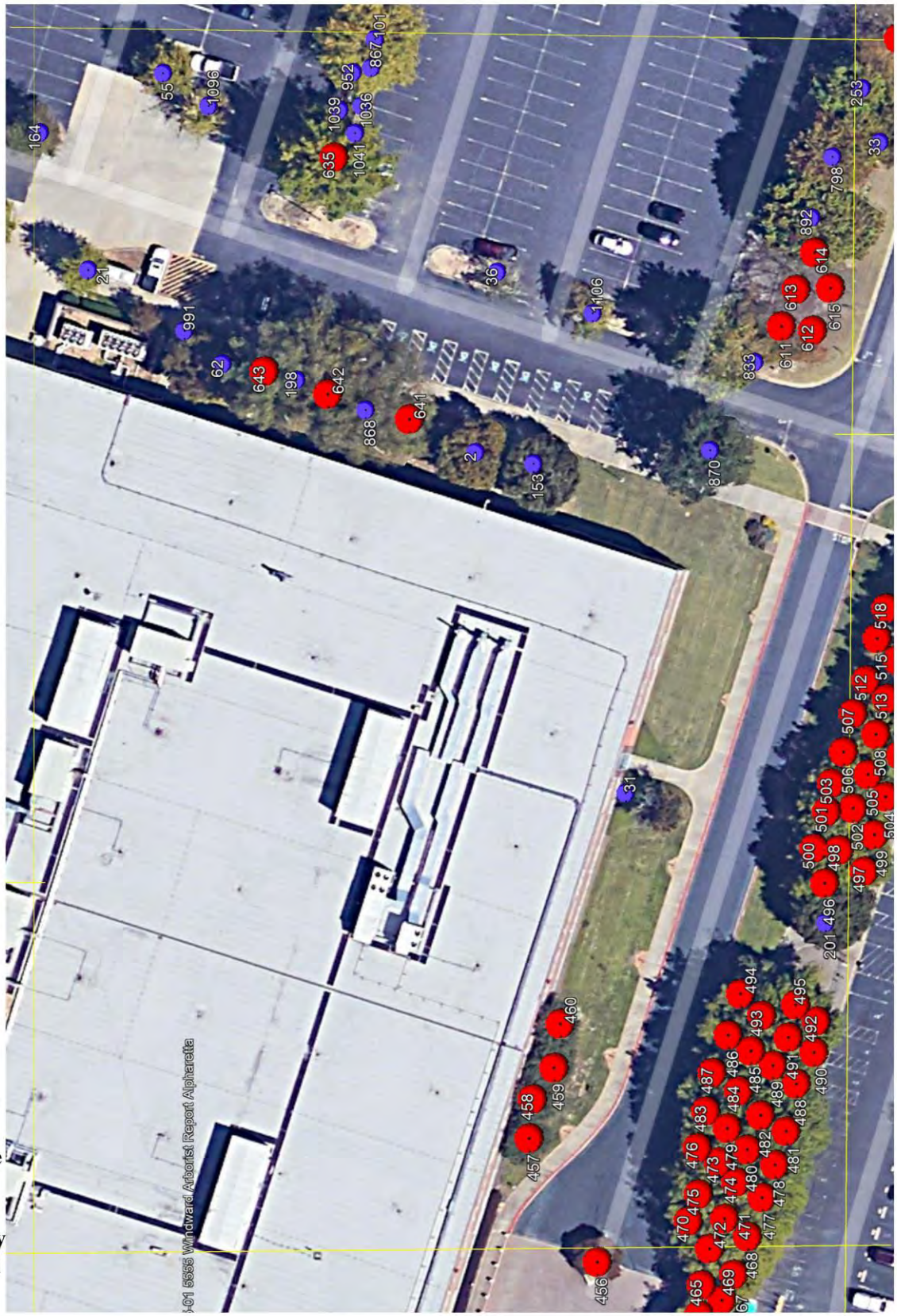
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 4



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all trees located by a Certified Land Surveyor.

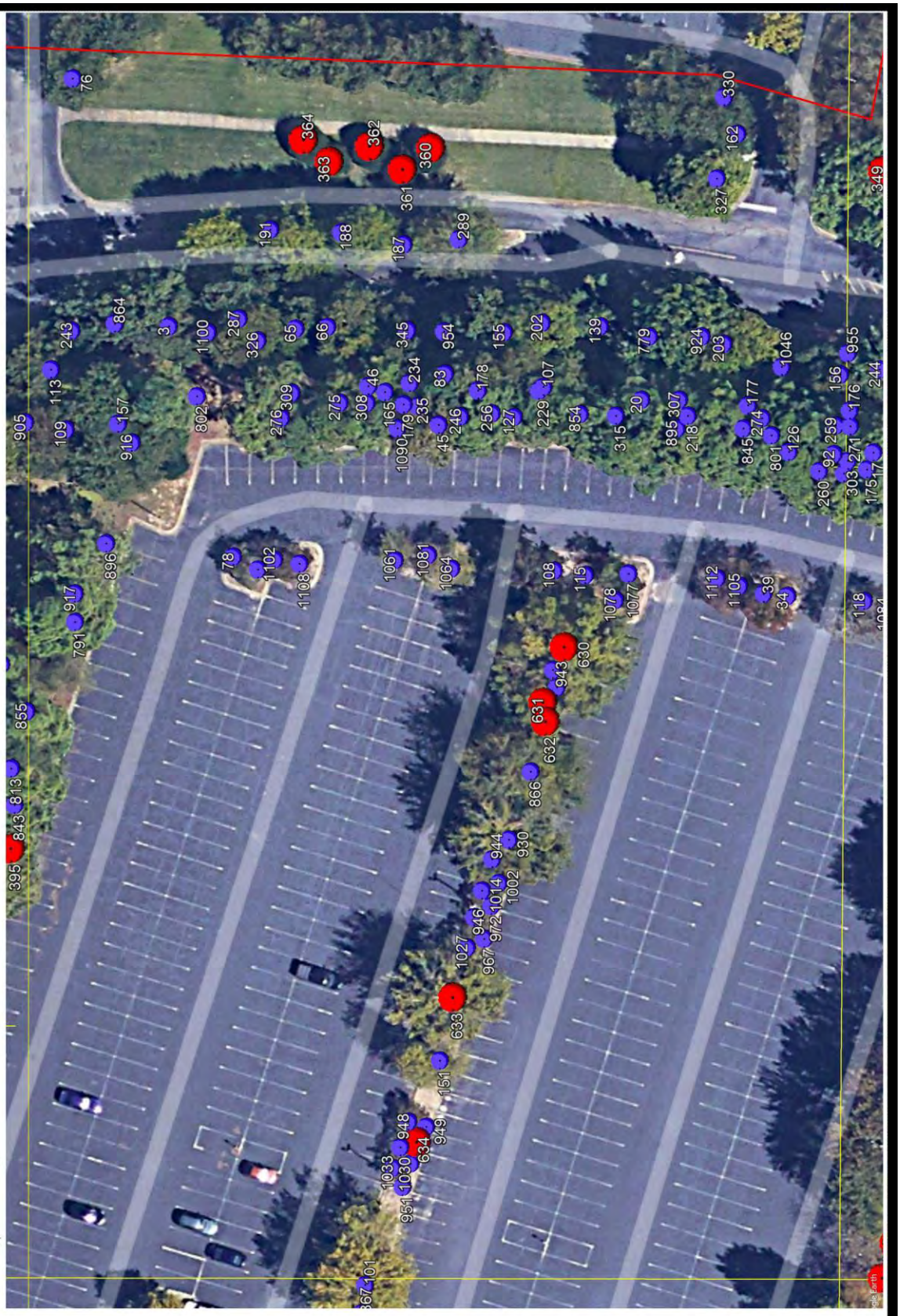
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 5



Notes:

-All specimen tree locations shall be approximate.

-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.

-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

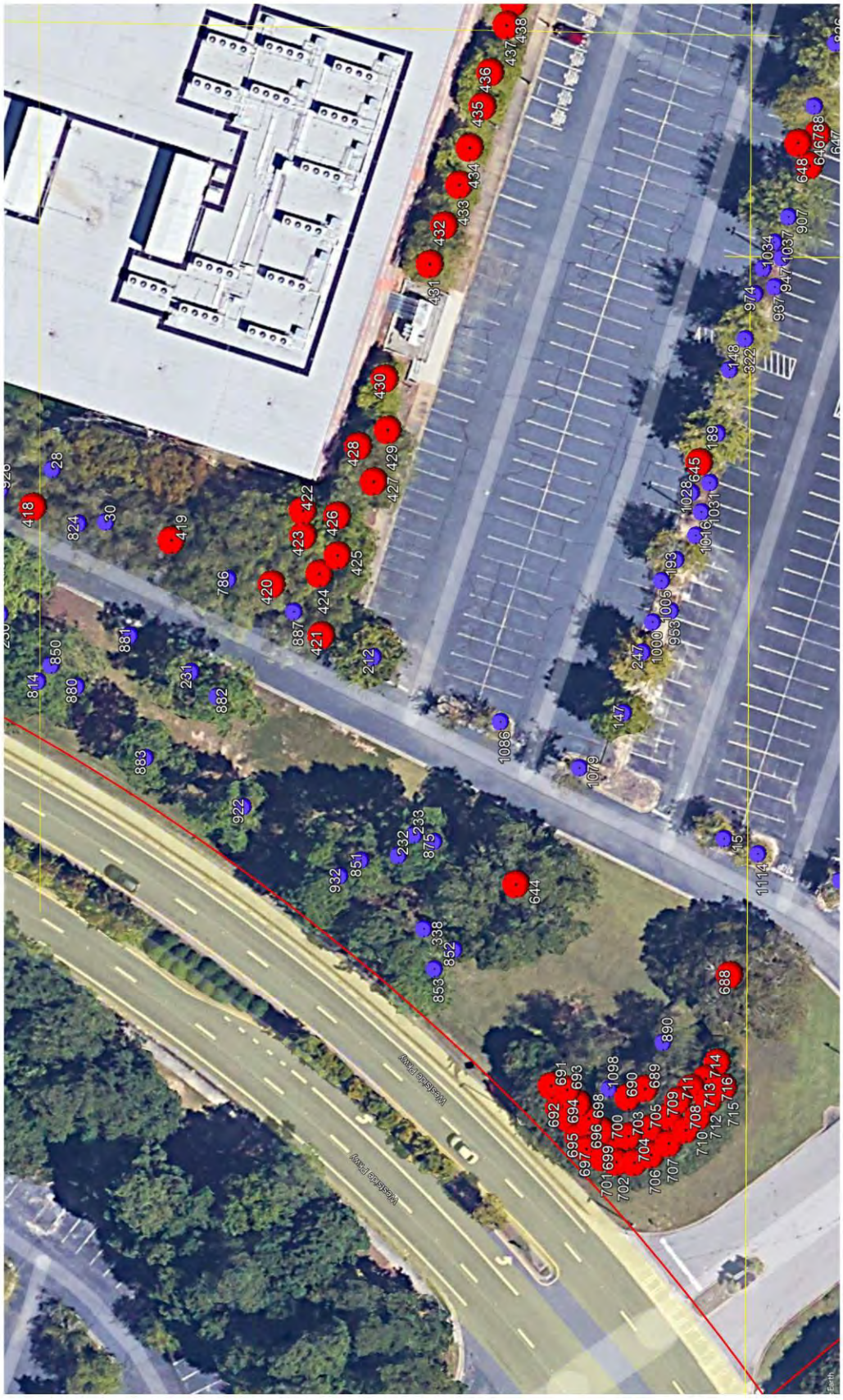
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 6



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 7



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

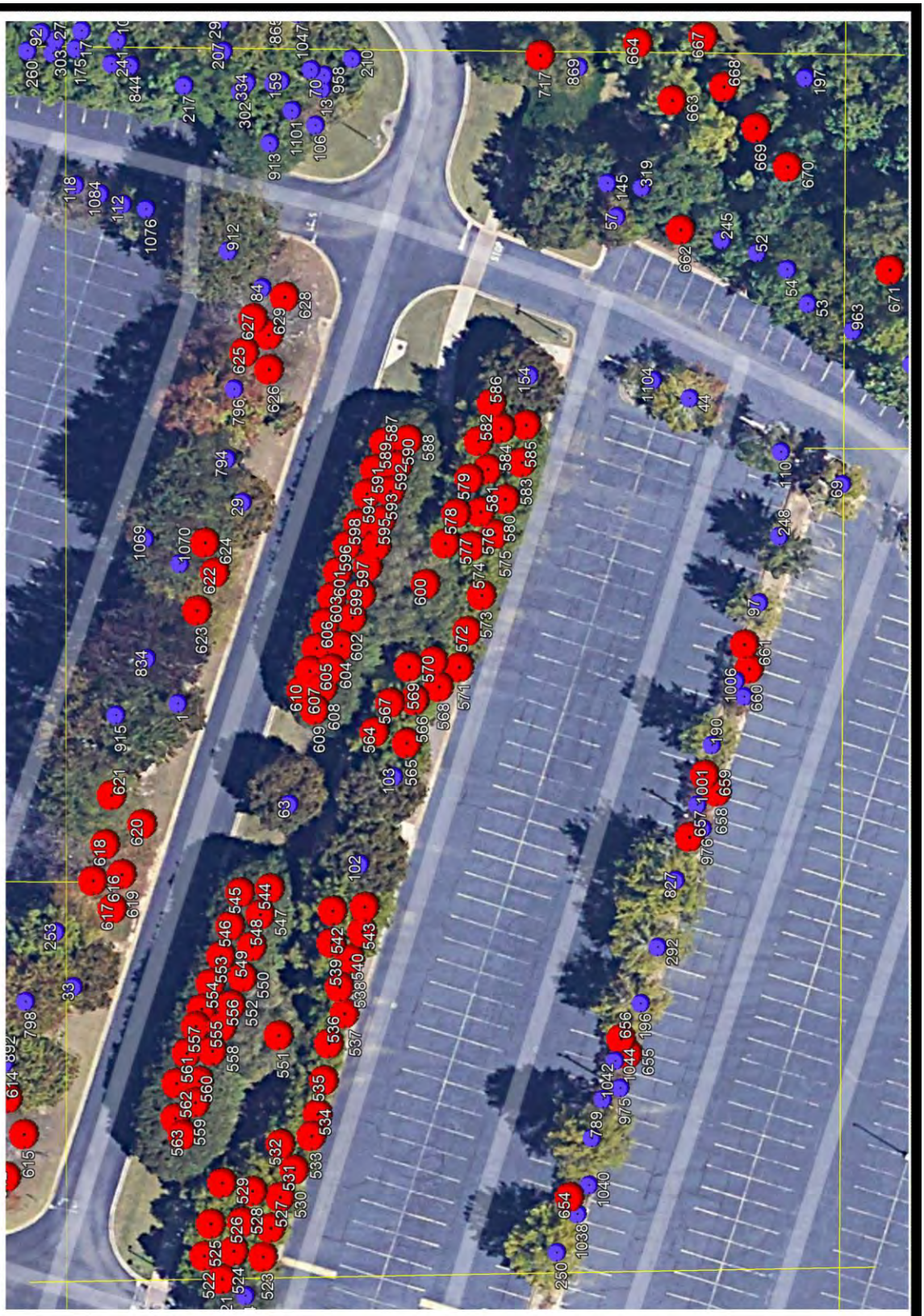
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 8



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

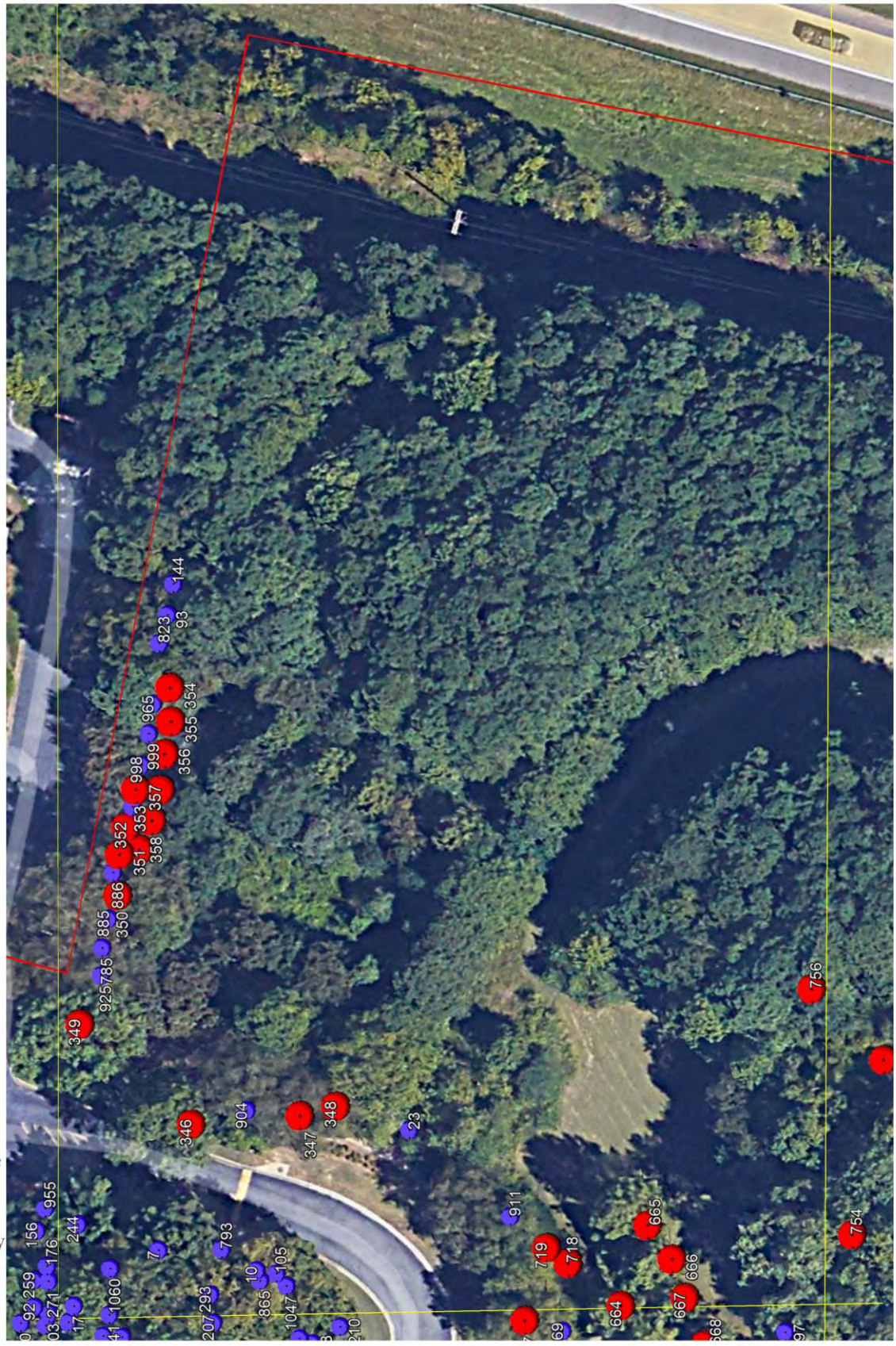
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 9



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
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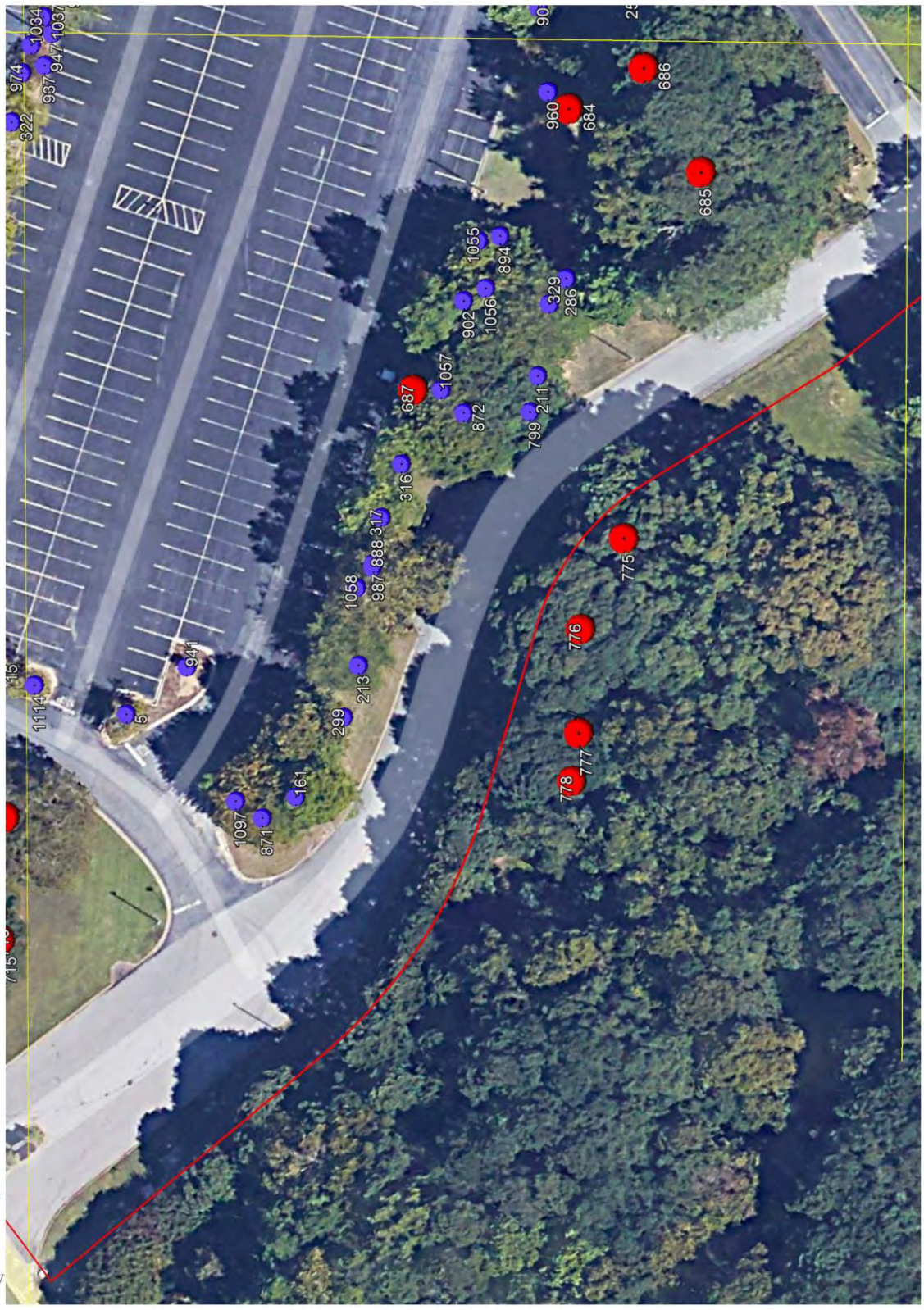
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 10



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
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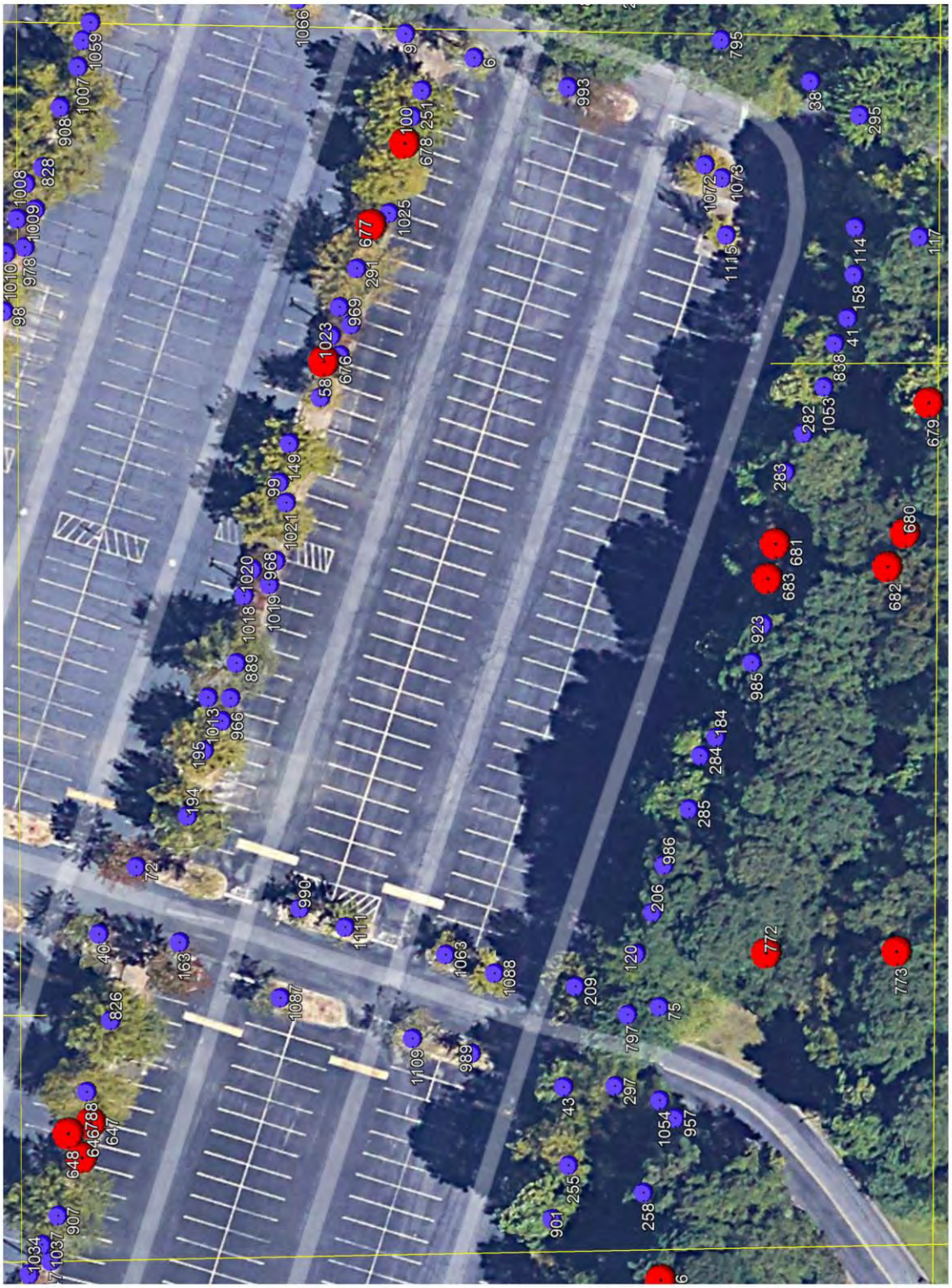
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 11



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
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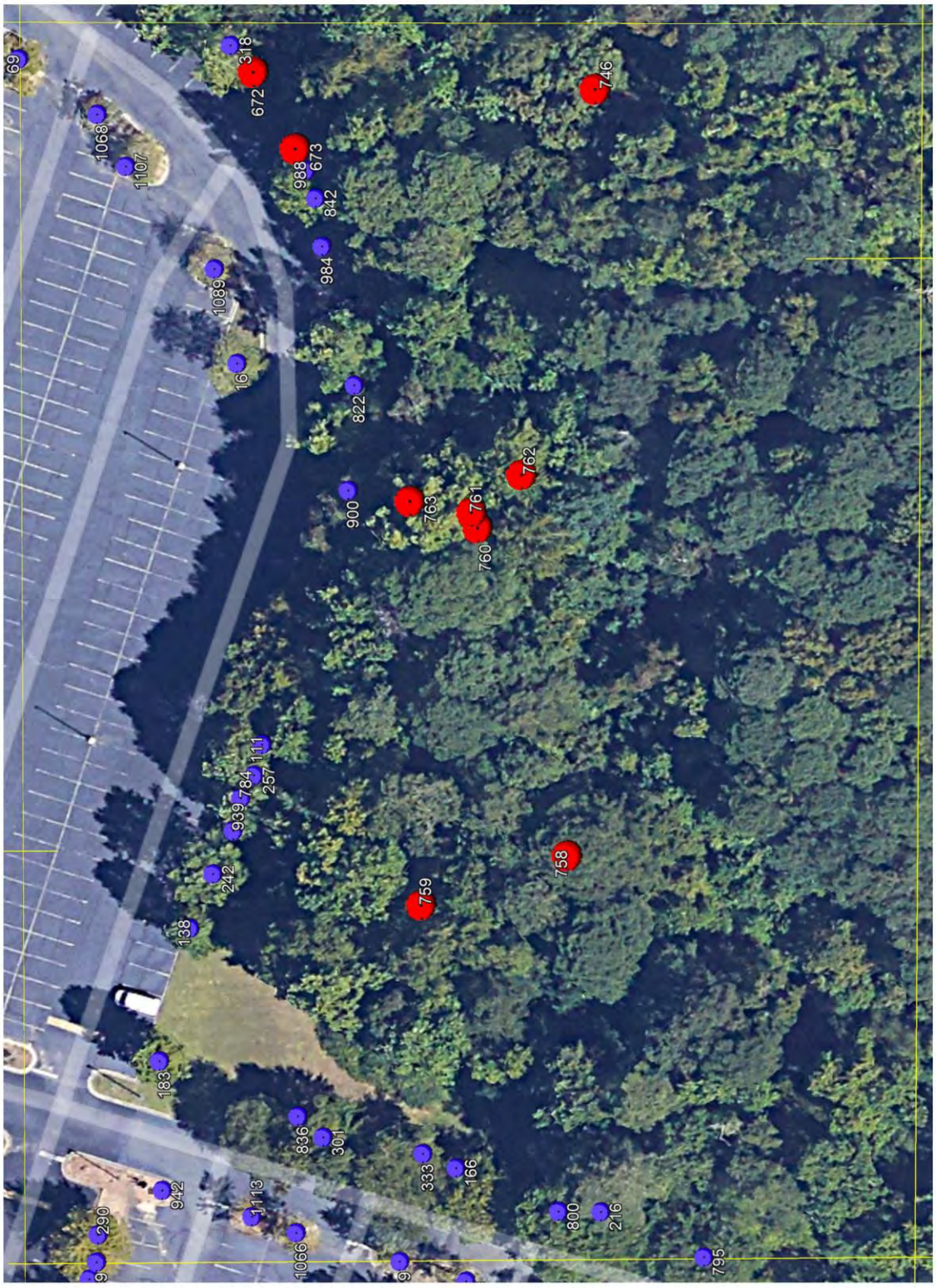
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 12



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
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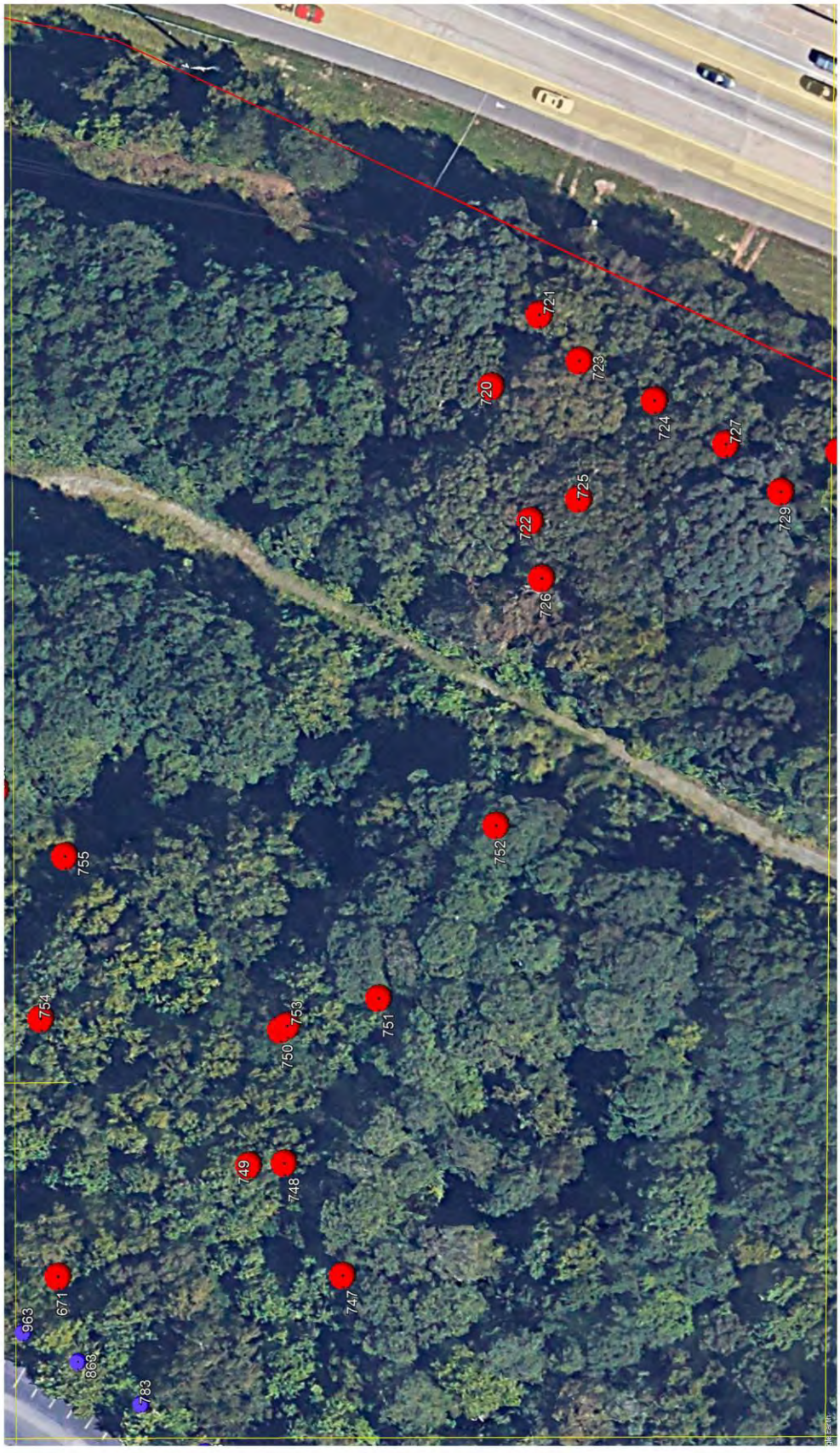
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 13



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
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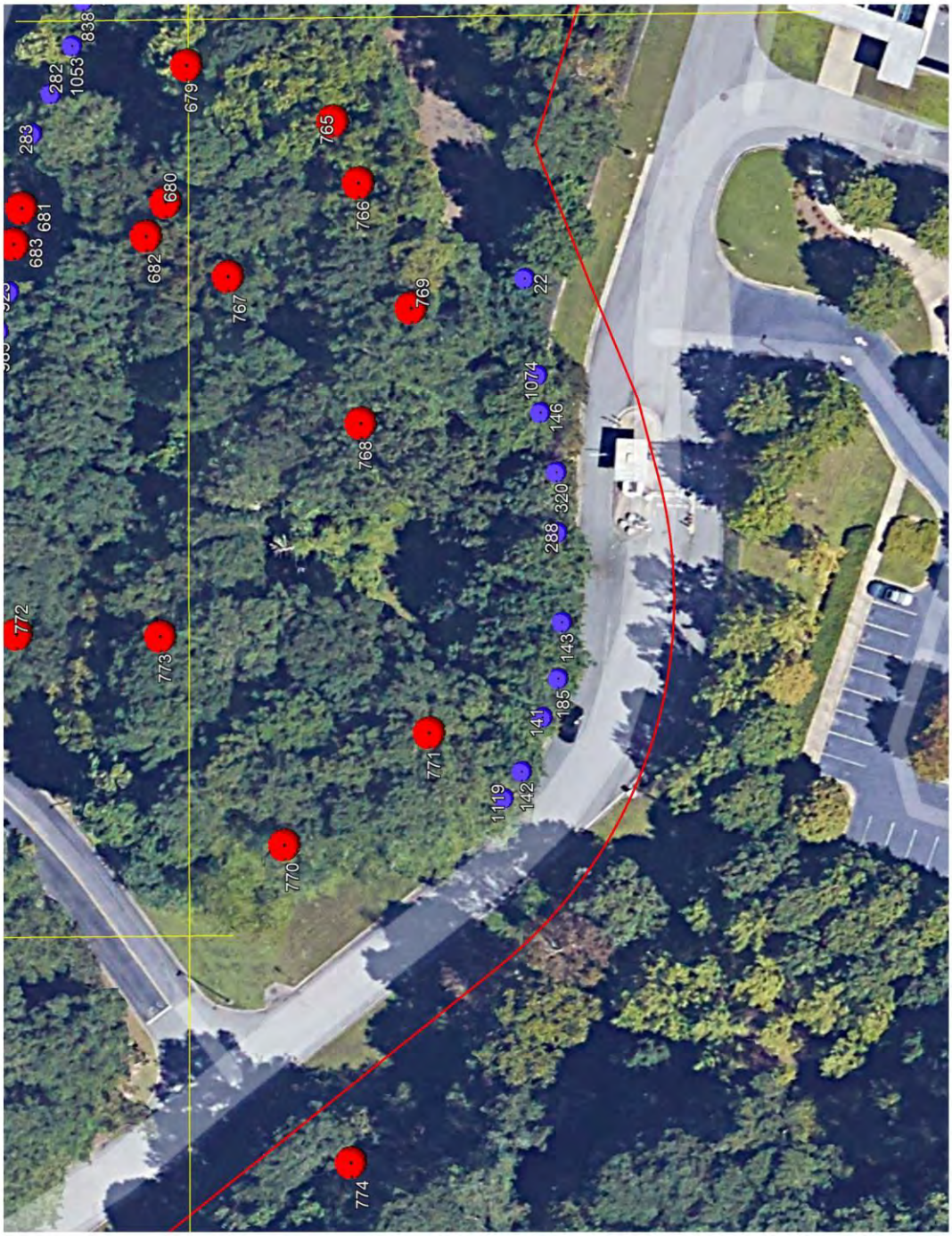
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 14



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 15



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

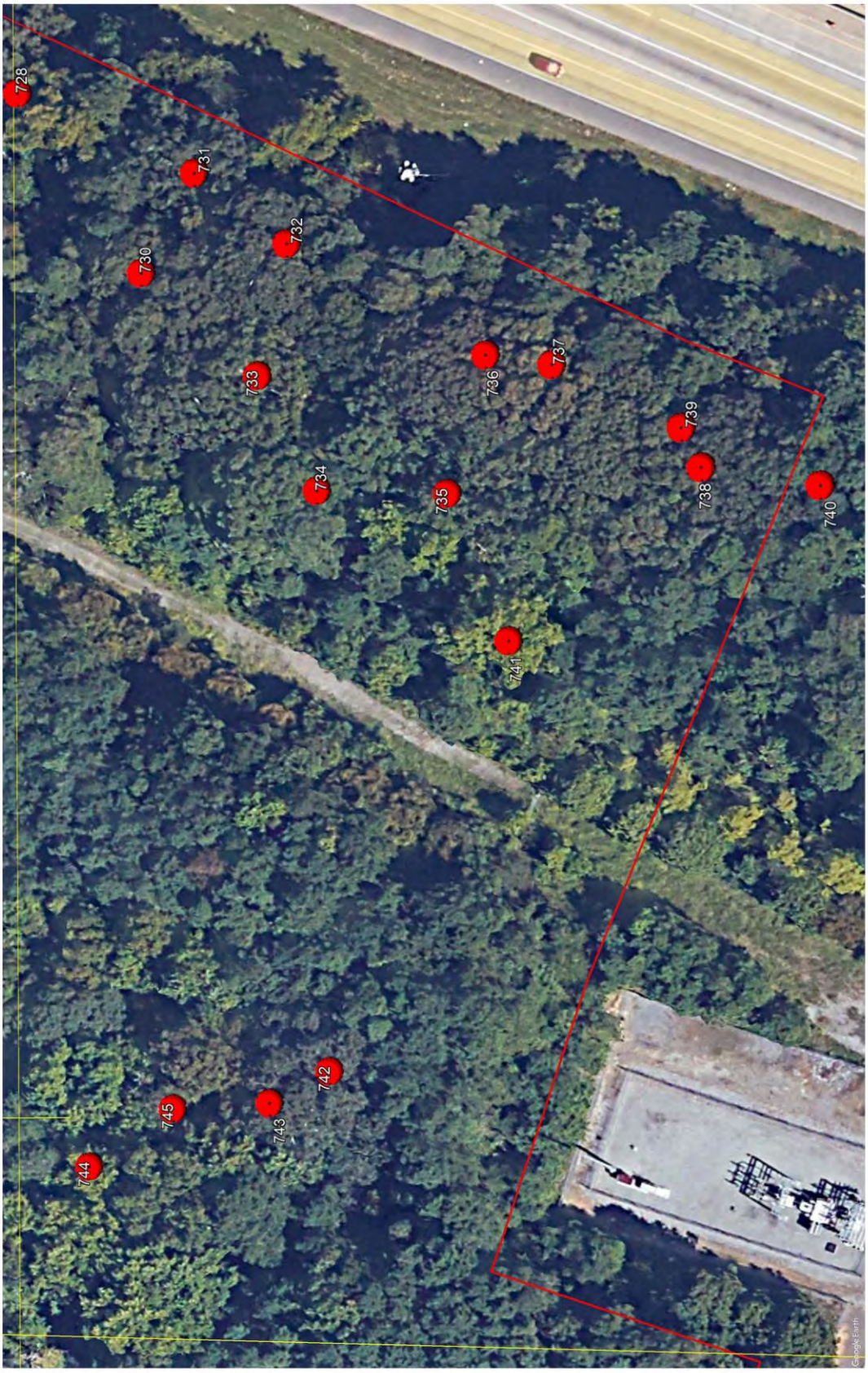
Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 16



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Tree Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged trees located by a Certified Land Surveyor.

Specimen/ Non-specimen/ Boundary Trees

Lanscape Tree

Not To Scale

North

Tree Location Plan Sheet 17

21-09-15-01 5555 Windward Arborist Report Alpharetta (General Observations: The majority of overstory parking lot trees are in severe decline with Trunk Cankers, Galls, cavities and need corrective pruning or removal. All of the Ilex x attenuata 'Savannah'(Savannah Hollies) have Trunk Gall at base of the trunk. Most of them the trunk sounds solid and the Galls may be superficial. The Majority of Oaks in the wooded areas along GA 400 have symptoms of Hypoxylon Cankers with severe limb loss.)

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
345	9" Dogwood	Poor	Poor	Non-Specimen	In severe decline with 30% dieback	No	1	
346	26" Red Oak	Good	Fair	Specimen	Needs corrective pruning	No		
347	15" Savannah Holly	Good	Good	Specimen		Yes		
348	28" River Birch	Good	Good	Specimen		Yes		
349	24" Red Oak	Good	Fair	Specimen	Minor root circling	No		
350	14" Crape Myrtle	Good	Good	Specimen		Yes		
351	11" Crape Myrtle	Good	Good	Specimen		Yes		
352	11" Crape Myrtle	Good	Good	Specimen		Yes		
353	11" Crape Myrtle	Good	Good	Specimen		Yes		
354	9" Crape Myrtle	Good	Good	Specimen		Yes		
355	10" Crape Myrtle	Good	Good	Specimen		Yes		
356	12" Crape Myrtle	Good	Good	Specimen		Yes		
357	10" Crape Myrtle	Good	Good	Specimen		Yes		
358	16" Crape Myrtle	Good	Good	Specimen		Yes		
359	12" Crape Myrtle	Good	Good	Specimen		Yes		
360	13" Ligustrum	Good	Good	Specimen		Yes		
361	20" Ligustrum	Good	Good	Specimen		Yes		
362	14" Ligustrum	Good	Good	Specimen		Yes		
363	18" Ligustrum	Good	Good	Specimen		Yes		
364	14" Ligustrum	Good	Good	Specimen		Yes		
365	16" Crape Myrtle	Good	Good	Specimen		Yes		
366	15" Crape Myrtle	Good	Good	Specimen		Yes		
367	15" Crape Myrtle	Good	Good	Specimen		Yes		
368	16" Crape Myrtle	Good	Good	Specimen		Yes		
369	14" Crape Myrtle	Good	Good	Specimen		Yes		
370	17" Crape Myrtle	Good	Good	Specimen		Yes		
371	14" Crape Myrtle	Good	Good	Specimen		Yes		
372	10" Crape Myrtle	Good	Good	Specimen		Yes		
373	13" Crape Myrtle	Good	Good	Specimen		Yes		
374	14" Crape Myrtle	Good	Good	Specimen		Yes		
375	14" Crape Myrtle	Good	Good	Specimen		Yes		
376	14" Crape Myrtle	Good	Good	Specimen		Yes		
377	11" Crape Myrtle	Good	Good	Specimen		Yes		
378	13" Crape Myrtle	Good	Good	Specimen		Yes		
379	13" Crape Myrtle	Good	Good	Specimen		Yes		
380	15" Crape Myrtle	Good	Good	Specimen		Yes		
381	13" Crape Myrtle	Good	Good	Specimen		Yes		
382	13" Crape Myrtle	Good	Good	Specimen		Yes		
383	11" Crape Myrtle	Good	Good	Specimen		Yes		
384	11" Crape Myrtle	Good	Good	Specimen		Yes		
385	11" Crape Myrtle	Good	Good	Specimen		Yes		
386	16" Crape Myrtle	Good	Good	Specimen		Yes		
387	13" Crape Myrtle	Poor	Poor	Non-Specimen	Large Trunk Canker, an indication of possible trunk rot.	No	2	
388	15" Crape Myrtle	Good	Good	Specimen		Yes		
389	11" Crape Myrtle	Good	Good	Specimen		Yes		
390	13" Crape Myrtle	Good	Good	Specimen		Yes		
391	17" Crape Myrtle	Good	Good	Specimen		Yes		
392	15" Crape Myrtle	Good	Good	Specimen		Yes		
393	13" Crape Myrtle	Good	Good	Specimen		Yes		
394	23" Crape Myrtle	Good	Good	Specimen		Yes		
395	18" Pine	Poor	Hazard	Non-Specimen	80% Radial dieback	No	3	
396	8" Dogwood	Poor	Poor	Non-Specimen	Severe decay in leader union with ant nest.	No	4	
397	21" Sycamore	Good	Good	Tree of Quality		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
398	12" Dogwood	Poor	Poor	Non-Specimen	Deep cavities in trunk. In decline. Symptoms of Anthracnose with dieback.	No	5	
399	9" Dogwood	Poor	Poor	Non-Specimen	In decline. Symptoms of Anthracnose with dieback.	No		
400	25" Red Maple	Poor	Poor	Non-Specimen	Severe lean. Numerous Trunk Cankers, an indication of possible trunk rot. 3 Co-Dominate Leaders with 1 dead. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	6-8	
401	37" Tulip Poplar	Poor	Hazard	Non-Specimen	2 Co-Dominate Leaders with decay in crotch. Due the species, a multi-stem tree is undesirable and could be a life safety issue. Basidiocarps on trunk, an indication of trunk rot	No	9	
402	8" Dogwood	Poor	Poor	Non-Specimen	In decline. Symptoms of Anthracnose with dieback. Numerous Trunk Cankers, an indication of possible trunk rot. Cavities with decay.	No	10-11	
403	8" Dogwood	Poor	Poor	Non-Specimen	Cavities with decay. In decline. Symptoms of Anthracnose with dieback. Numerous Trunk Cankers, an indication of possible trunk rot.	No	12	
404	28" Red Oak	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 20' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	13	
405	10" Dogwood	Good	Fair	Specimen	Minor root damage	No		
406	26" Red Maple	Good	Fair	Specimen	Minor root circling	No		
407	12" Dogwood	Poor	Poor	Non-Specimen	Trunk Canker with trunk distortion, an indication of possible trunk rot.	No	14	
408	10" Dogwood	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with 1 dead. Cavities with decay.	No	15	
409	27"(8"-7"-9") Red Maple	Poor	Poor	Non-Specimen	3 Trees grown together creating 3 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	16	
410	11" Redbud	Poor	Poor	Non-Specimen	Partially uprooted with 45° lean. Numerous Trunk Galls, an indication of possible trunk rot.	No	17-18	
411	14" Dogwood	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	19	
412	13" Redbud	Poor	Poor	Non-Specimen	Severe Lean. Numerous Trunk Cankers and Galls, an indication of possible trunk rot. 3 Co-Dominate Leaders with 1 dead.	No	20-21	
413	14" Redbud	Poor	Poor	Non-Specimen	Numerous Trunk Cankers and Galls, an indication of possible trunk rot. 4 Co-Dominate Leaders with 2 dead.	No	22	
414	26" River Birch	Good	Good	Specimen		Yes		
415	12" Redbud	Poor	Poor	Non-Specimen	Numerous Trunk Cankers and Galls, an indication of possible trunk rot.	Yes	23	
416	37" River Birch	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
417	30" River Birch	Good	Good	Specimen		Yes		
418	28" River Birch	Good	Good	Specimen		Yes		
419	30" River Birch	Good	Good	Specimen		Yes		
420	27" River Birch	Good	Good	Specimen		Yes		
421	14" Savannah Holly	Good	Good	Specimen		Yes		
422	12" Savannah Holly	Good	Good	Specimen		Yes		
423	16" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	24	
424	14" Savannah Holly	Good	Good	Specimen		Yes		
425	20" Savannah Holly	Good	Good	Specimen		Yes		
426	21" Savannah Holly	Good	Good	Specimen		Yes		
427	32" River Birch	Good	Good	Specimen		Yes		
428	14" Savannah Holly	Good	Good	Specimen		Yes		
429	13" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	25	
430	12" Savannah Holly	Poor	Poor	Non-Specimen	Cavities with decay.	No	26	
431	26" River Birch	Good	Good	Specimen		Yes		
432	15" Savannah Holly	Good	Good	Specimen		Yes		
433	14" Savannah Holly	Good	Good	Specimen		Yes		
434	11" Savannah Holly	Good	Good	Specimen		Yes		
435	13" Savannah Holly	Good	Good	Specimen		Yes		
436	11" Savannah Holly	Good	Good	Specimen		Yes		
437	15" Savannah Holly	Good	Good	Specimen		Yes		
438	18" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	27	
439	15" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	28	
440	22" Savannah Holly	Poor	Poor	Non-Specimen	Severe root damage. Severe Crown Gall, an indication of possible trunk rot.	No	29	
441	18" Savannah Holly	Poor	Poor	Non-Specimen	Numerous Trunk Cankers, an indication of possible trunk rot. Circling roots	No	30-31	
442	19" Savannah Holly	Poor	Poor	Non-Specimen	Numerous Trunk Cankers and Galls, an indication of possible trunk rot.	No	32	
443	20" Savannah Holly	Good	Good	Specimen		Yes		
444	15" Savannah Holly	Good	Good	Specimen		Yes		
445	12" Savannah Holly	Good	Good	Specimen		Yes		
446	14" Savannah Holly	Good	Good	Specimen		Yes		
447	31" River Birch	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	33	
448	26" River Birch	Good	Good	Specimen		Yes		
449	10" Burford Holly	Good	Good	Specimen		Yes		
450	11" Burford Holly	Good	Good	Specimen		Yes		
451	17" Burford Holly	Good	Good	Specimen		Yes		
452	15" Burford Holly	Good	Good	Specimen		Yes		
453	15" Burford Holly	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
454	31" River Birch	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	34	
455	22" Cryptomeria	Good	Good	Specimen		Yes		
456	3" Jap Red Maple	Good	Good	Specimen		Yes		
457	16" Crape Myrtle	Good	Good	Specimen		Yes		
458	13" Crape Myrtle	Good	Good	Specimen		Yes		
459	16" Crape Myrtle	Good	Good	Specimen		Yes		
460	15" Crape Myrtle	Good	Good	Specimen		Yes		
461	11" Savannah Holly	Good	Good	Specimen		Yes		
462	15" Savannah Holly	Good	Good	Specimen		Yes		
463	17" Savannah Holly	Good	Good	Specimen		Yes		
464	15" Savannah Holly	Good	Good	Specimen		Yes		
465	17" Savannah Holly	Good	Good	Specimen		Yes		
466	13" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	35	
467	16" Savannah Holly	Good	Good	Specimen		Yes		
468	12" Savannah Holly	Good	Good	Specimen		Yes		
469	13" Savannah Holly	Good	Good	Specimen		Yes		
470	17" Savannah Holly	Good	Good	Specimen		Yes		
471	13" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	36	
472	19" Savannah Holly	Good	Good	Specimen		Yes		
473	16" Savannah Holly	Good	Good	Specimen		Yes		
474	13" Savannah Holly	Good	Good	Specimen		Yes		
475	17" Savannah Holly	Good	Good	Specimen		Yes		
476	15" Savannah Holly	Good	Good	Specimen		Yes		
477	21" Savannah Holly	Good	Good	Specimen		Yes		
478	15" Savannah Holly	Good	Good	Specimen		Yes		
479	17" Savannah Holly	Good	Good	Specimen		Yes		
480	14" Savannah Holly	Good	Good	Specimen		Yes		
481	17" Savannah Holly	Good	Good	Specimen		Yes		
482	14" Savannah Holly	Good	Good	Specimen		Yes		
483	16" Savannah Holly	Good	Good	Specimen		Yes		
484	18" Savannah Holly	Good	Good	Specimen		Yes		
485	21" Savannah Holly	Good	Good	Specimen		Yes		
486	16" Savannah Holly	Good	Good	Specimen		Yes		
487	19" Savannah Holly	Good	Good	Specimen		Yes		
488	14" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	37	
489	16" Savannah Holly	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
490	14" Savannah Holly	Good	Good	Specimen		Yes		
491	20" Savannah Holly	Poor	Poor	Non-Specimen	Cavities with decay.	No	38	
492	17" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	39	
493	19" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	40	
494	14" Savannah Holly	Good	Good	Specimen		Yes		
495	19" Savannah Holly	Good	Good	Specimen		Yes		
496	17" Savannah Holly	Good	Good	Specimen		Yes		
497	16" Savannah Holly	Good	Good	Specimen		Yes		
498	14" Savannah Holly	Good	Good	Specimen		Yes		
499	14" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	41	
500	15" Savannah Holly	Good	Good	Specimen		Yes		
501	14" Savannah Holly	Good	Good	Specimen		Yes		
502	14" Savannah Holly	Poor	Poor	Non-Specimen	30% Radial dieback with decay in trunk at base	No	42	
503	10" Savannah Holly	Good	Good	Specimen		Yes		
504	14" Savannah Holly	Good	Good	Specimen		Yes		
505	12" Savannah Holly	Good	Good	Specimen		Yes		
506	10" Savannah Holly	Good	Good	Specimen		Yes		
507	18" Savannah Holly	Good	Good	Specimen		Yes		
508	10" Savannah Holly	Poor	Poor	Non-Specimen	Tree strap girdling trunk at base	No	43	
509	15" Savannah Holly	Good	Good	Specimen		Yes		
510	12" Savannah Holly	Good	Good	Specimen		Yes		
511	10" Savannah Holly	Good	Good	Specimen		Yes		
512	12" Savannah Holly	Good	Good	Specimen		Yes		
513	14" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	44	
514	14" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	45	
515	11" Savannah Holly	Good	Good	Specimen		Yes		
516	17" Savannah Holly	Good	Good	Specimen		Yes		
517	14" Savannah Holly	Good	Good	Specimen		Yes		
518	14" Savannah Holly	Good	Good	Specimen		Yes		
519	14" Savannah Holly	Good	Good	Specimen		Yes		
520	15" Savannah Holly	Good	Good	Specimen		Yes		
521	13" Savannah Holly	Good	Good	Specimen		Yes		
522	10" Savannah Holly	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
523	11" Savannah Holly	Good	Good	Specimen		Yes		
524	10" Savannah Holly	Good	Good	Specimen		Yes		
525	11" Savannah Holly	Good	Good	Specimen		Yes		
526	10" Savannah Holly	Good	Good	Specimen		Yes		
527	13" Savannah Holly	Good	Good	Specimen		Yes		
528	14" Savannah Holly	Good	Good	Specimen		Yes		
529	15" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	46	
530	13" Savannah Holly	Good	Good	Specimen		Yes		
531	14" Savannah Holly	Good	Good	Specimen		Yes		
532	14" Savannah Holly	Good	Good	Specimen		Yes		
533	14" Savannah Holly	Good	Good	Specimen		Yes		
534	16" Savannah Holly	Good	Good	Specimen		Yes		
535	15" Savannah Holly	Good	Good	Specimen		Yes		
536	16" Savannah Holly	Good	Good	Specimen		Yes		
537	19" Savannah Holly	Good	Good	Specimen		Yes		
538	15" Savannah Holly	Poor	Poor	Non-Specimen	25% Radial dieback	No	47	
539	18" Savannah Holly	Good	Good	Specimen		Yes		
540	12" Savannah Holly	Poor	Poor	Non-Specimen	25% Radial dieback.	No	48	
541	14" Savannah Holly	Good	Good	Specimen		Yes		
542	18" Savannah Holly	Good	Good	Specimen		Yes		
543	15" Savannah Holly	Good	Good	Specimen		Yes		
544	17" Crape Myrtle	Good	Good	Specimen		Yes		
545	15" Crape Myrtle	Poor	Poor	Non-Specimen	7 Co-Dominate leaders with 3 dead, radial dieback on others	No	49	
546	20" Crape Myrtle	Good	Good	Specimen		Yes		
547	14" Crape Myrtle	Good	Good	Specimen		Yes		
548	14" Crape Myrtle	Good	Good	Specimen		Yes		
549	19" Crape Myrtle	Good	Good	Specimen		Yes		
550	14" Crape Myrtle	Good	Good	Specimen		Yes		
551	31" River Birch	Good	Good	Specimen		Yes		
552	19" Crape Myrtle	Good	Good	Specimen		Yes		
553	16" Crape Myrtle	Good	Good	Specimen		Yes		
554	11" Crape Myrtle	Good	Good	Specimen		Yes		
555	16" Crape Myrtle	Poor	Poor	Non-Specimen		No	50	
556	14" Crape Myrtle	Good	Good	Specimen		Yes		
557	14" Crape Myrtle	Good	Good	Specimen		Yes		
558	15" Crape Myrtle	Good	Good	Specimen		Yes		
559	12" Crape Myrtle	Good	Good	Specimen		Yes		
560	17" Crape Myrtle	Good	Good	Specimen		Yes		
561	17" Crape Myrtle	Good	Good	Specimen		Yes		
562	14" Crape Myrtle	Good	Good	Specimen		Yes		
563	16" Crape Myrtle	Good	Good	Specimen		Yes		
564	12" Savannah Holly	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
565	16" Savannah Holly	Good	Good	Specimen		Yes		
566	10" Savannah Holly	Poor	Poor	Non-Specimen	Cavity with decay. Severe decay in leader union.	No	51-52	
567	16" Savannah Holly	Good	Good	Specimen		Yes		
568	12" Savannah Holly	Good	Good	Specimen		Yes		
569	13" Savannah Holly	Good	Good	Specimen		Yes		
570	13" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	53	
571	15" Savannah Holly	Good	Good	Specimen		Yes		
572	15" Savannah Holly	Good	Good	Specimen		Yes		
573	20" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	54	
574	14" Savannah Holly	Good	Good	Specimen		Yes		
575	13" Savannah Holly	Good	Good	Specimen		Yes		
576	16" Savannah Holly	Good	Good	Specimen		Yes		
577	16" Savannah Holly	Good	Good	Specimen		Yes		
578	11" Savannah Holly	Good	Good	Specimen		Yes		
579	15" Savannah Holly	Good	Good	Specimen		Yes		
580	17" Savannah Holly	Good	Good	Specimen		Yes		
581	12" Savannah Holly	Good	Good	Specimen		Yes		
582	16" Savannah Holly	Good	Good	Specimen		Yes		
583	13" Savannah Holly	Good	Good	Specimen		Yes		
584	14" Savannah Holly	Good	Good	Specimen		Yes		
585	16" Savannah Holly	Good	Good	Specimen		Yes		
586	19" Savannah Holly	Good	Good	Specimen		Yes		
587	19" Crape Myrtle	Good	Good	Specimen		Yes		
588	17" Crape Myrtle	Good	Good	Specimen		Yes		
589	11" Crape Myrtle	Good	Good	Specimen		Yes		
590	13" Crape Myrtle	Good	Good	Specimen		Yes		
591	15" Crape Myrtle	Good	Good	Specimen		Yes		
592	18" Crape Myrtle	Good	Good	Specimen		Yes		
593	15" Crape Myrtle	Good	Good	Specimen		Yes		
594	17" Crape Myrtle	Poor	Poor	Non-Specimen	9 Co-Dominate leaders with 3 dead, radial dieback on others	No	55	
595	12" Crape Myrtle	Good	Good	Specimen		Yes		
596	10" Crape Myrtle	Good	Good	Specimen		Yes		
597	14" Crape Myrtle	Good	Good	Specimen		Yes		
598	13" Crape Myrtle	Good	Good	Specimen		Yes		
599	14" Crape Myrtle	Good	Good	Specimen		Yes		
600	30" River Birch	Good	Good	Specimen		Yes		
601	19" Crape Myrtle	Good	Good	Specimen		Yes		
602	13" Crape Myrtle	Good	Good	Specimen		Yes		
603	16" Crape Myrtle	Good	Good	Specimen		Yes		
604	14" Crape Myrtle	Good	Good	Specimen		Yes		
605	16" Crape Myrtle	Good	Good	Specimen		Yes		
606	14" Crape Myrtle	Good	Good	Specimen		Yes		
607	13" Crape Myrtle	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
608	14" Crape Myrtle	Good	Good	Specimen		Yes		
609	16" Crape Myrtle	Poor	Poor	Non-Specimen	6 Co-Dominate Leaders with 3 dead.	No		
610	17" Crape Myrtle	Good	Good	Specimen		Yes		
611	13" Flowering Peach	Good	Good	Specimen		Yes		
612	11" Flowering Peach	Poor	Poor	Non-Specimen	Cavities with decay. Numerous Bleeding Trunk Cankers, an indication of possible trunk rot.	No	56	
613	12" Flowering Peach	Poor	Poor	Non-Specimen	Numerous Bleeding Trunk Cankers, an indication of possible trunk rot. Cavities with decay.	No	57	
614	11" Flowering Peach	Poor	Poor	Non-Specimen	Numerous Bleeding Trunk Cankers, an indication of possible trunk rot.	No	58-59	
615	13" Flowering Peach	Good	Good	Specimen		Yes		
616	12" Flowering Peach	Good	Good	Specimen		Yes		
617	13" Flowering Peach	Poor	Poor	Non-Specimen	Large circling roots	No	60	
618	9" Flowering Peach	Fair	Poor	Non-Specimen	Trunk sounds hollow	No		
619	11" Flowering Peach	Good	Good	Specimen		Yes		
620	11" Flowering Peach	Good	Good	Specimen		Yes		
621	24" Red Maple	Poor	Poor	Non-Specimen	Severe damage roots from lawn mowers. More than 1 main limb and several minor limbs dead/gone. 3 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	61-62	
622	11" Flowering Peach	Poor	Poor	Non-Specimen	Cavities with decay.	No	63	
623	9" Flowering Peach	Poor	Poor	Non-Specimen	Numerous Bleeding Trunk Cankers, an indication of possible trunk rot.	No	64	
624	11" Flowering Peach	Poor	Poor	Non-Specimen	Cavities with decay.	No	65	
625	17" Flowering Peach	Good	Good	Specimen		Yes		
626	13" Flowering Peach	Poor	Poor	Non-Specimen	Numerous Bleeding Trunk Cankers, an indication of possible trunk rot.	No	66	
627	11" Flowering Peach	Good	Good	Specimen		Yes		
628	11" Flowering Peach	Good	Good	Specimen		Yes		
629	17" Flowering Peach	Good	Good	Specimen		Yes		
630	29" Willow Oak	Good	Good	Specimen		Yes		
631	9" Crape Myrtle	Good	Good	Specimen		Yes		
632	8" Crape Myrtle	Good	Good	Specimen		Yes		
633	25" Willow Oak	Poor	Poor	Non-Specimen	In decline. More than 1 main limb and several minor limbs dead/gone.	No	67	
634	10" Crape Myrtle	Good	Good	Specimen		Yes		
635	25" Willow Oak	Good	Good	Specimen		Yes		
636	39" River Birch	Good	Good	Specimen		Yes		
637	18" Savannah Holly	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
638	15" Savannah Holly	Good	Good	Specimen		Yes		
639	9" Savannah Holly	Good	Good	Specimen		Yes		
640	17" Savannah Holly	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	68	
641	25" River Birch	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with 1 dead leaving large cavity with decay.	No	69	
642	27" River Birch	Good	Good	Specimen		Yes		
643	35" River Birch	Fair	Poor	Non-Specimen	Severe decay in leader union.	No	70	
644	33" Hickory	Fair	Fair	Specimen	Minor Trunk Galls	No		
645	9" Crape Myrtle	Good	Good	Specimen		Yes		
646	10" Crape Myrtle	Good	Good	Specimen		Yes		
647	8" Crape Myrtle	Good	Good	Specimen		Yes		
648	9" Crape Myrtle	Good	Good	Specimen		Yes		
649	28" River Birch	Good	Good	Specimen		Yes		
650	9" Crape Myrtle	Good	Good	Specimen		Yes		
651	10" Crape Myrtle	Good	Good	Specimen		Yes		
652	10" Crape Myrtle	Good	Good	Specimen		Yes		
653	9" Crape Myrtle	Good	Good	Specimen		Yes		
654	19" Crape Myrtle	Good	Good	Specimen		Yes		
655	8" Crape Myrtle	Good	Good	Specimen		Yes		
656	9" Crape Myrtle	Good	Good	Specimen		Yes		
657	10" Crape Myrtle	Good	Good	Specimen		Yes		
658	8" Crape Myrtle	Good	Good	Specimen		Yes		
659	9" Crape Myrtle	Good	Good	Specimen		Yes		
660	10" Crape Myrtle	Good	Good	Specimen		Yes		
661	9" Crape Myrtle	Good	Good	Specimen		Yes		
662	9" Crape Myrtle	Good	Good	Specimen		Yes		
663	18" Bald Cypress	Good	Good	Tree of Quality		Yes		
664	18" Bald Cypress	Good	Good	Tree of Quality		Yes		
665	23" Bald Cypress	Good	Good	Tree of Quality		Yes		
666	12" Bald Cypress	Good	Good	Tree of Quality		Yes		
667	9" Bald Cypress	Good	Good	Tree of Quality		Yes		
668	9" Bald Cypress	Good	Good	Tree of Quality		Yes		
669	10" Bald Cypress	Good	Good	Tree of Quality		Yes		
670	17" Post oak	Good	Good	Tree of Quality		Yes		
671	39"(12"-20"-18") Red Maple	Poor	Poor	Non-Specimen	Numerous Bleeding Trunk Cankers, an indication of possible trunk rot. 3 Trees grown together creating multiple Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue. Cavities with decay. More than 1 main limb and several minor limbs dead/gone.	No	71-72	
672	9" Dogwood	Poor	Poor	Non-Specimen		No	73	
673	11" Dogwood	Good	Fair	Specimen	Needs corrective pruning	No		
674	9" Crape Myrtle	Good	Good	Specimen		Yes		
675	10" Crape Myrtle	Good	Good	Specimen		Yes		
676	8" Crape Myrtle	Good	Good	Specimen		Yes		
677	9" Crape Myrtle	Good	Good	Specimen		Yes		
678	10" Crape Myrtle	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
679	36" Red Maple	Poor	Poor	Non-Specimen	Numerous Trunk Cankers and Galls, an indication of possible trunk rot. 2 Co-Dominate Leaders 10' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	74-76	
680	21" Black Gum	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	77	
681	10" Dogwood	Good	Good	Specimen		Yes		
682	10" Dogwood	Good	Good	Specimen		Yes		
683	10" Dogwood	Good	Good	Specimen		Yes		
684	9" Dogwood	Good	Good	Specimen		Yes		
685	40" Sweet Gum	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 3 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	78-79	
686	10" Sourwood	Good	Good	Specimen		Yes		
687	8" Dogwood	Good	Good	Specimen		Yes		
688	31" Slippery Elm	Good	Good	Specimen		Yes		
689	25" River Birch	Good	Good	Specimen		Yes		
690	33" River Birch	Good	Good	Specimen		Yes		
691	26" River Birch	Poor	Poor	Non-Specimen	3 Co-Dominate Leaders with 1 dead leaving large cavity with decay. 1 Leader topped	No	80-81	
692	16" Crape Myrtle	Good	Good	Specimen		Yes		
693	12" Crape Myrtle	Good	Good	Specimen		Yes		
694	11" Crape Myrtle	Good	Good	Specimen		Yes		
695	11" Crape Myrtle	Good	Good	Specimen		Yes		
696	9" Crape Myrtle	Good	Good	Specimen		Yes		
697	10" Crape Myrtle	Good	Good	Specimen		Yes		
698	14" Crape Myrtle	Good	Good	Specimen		Yes		
699	19" Crape Myrtle	Good	Good	Specimen		Yes		
700	13" Crape Myrtle	Good	Good	Specimen		Yes		
701	9" Crape Myrtle	Good	Good	Specimen		Yes		
702	13" Crape Myrtle	Good	Good	Specimen		Yes		
703	10" Crape Myrtle	Poor	Poor	Non-Specimen	Large Trunk Canker, an indication of possible trunk rot.	No	82	
704	15" Crape Myrtle	Good	Good	Specimen		Yes		
705	10" Crape Myrtle	Good	Good	Specimen		Yes		
706	16" Crape Myrtle	Good	Good	Specimen		Yes		
707	12" Crape Myrtle	Good	Good	Specimen		Yes		
708	12" Crape Myrtle	Good	Good	Specimen		Yes		
709	10" Crape Myrtle	Good	Good	Specimen		Yes		
710	16" Crape Myrtle	Good	Good	Specimen		Yes		
711	15" Crape Myrtle	Good	Good	Specimen		Yes		
712	13" Crape Myrtle	Good	Good	Specimen		Yes		
713	9" Crape Myrtle	Good	Good	Specimen		Yes		
714	13" Crape Myrtle	Good	Good	Specimen		Yes		
715	11" Crape Myrtle	Good	Good	Specimen		Yes		
716	14" Crape Myrtle	Good	Good	Specimen		Yes		
717	21" Savannah Holly	Good	Good	Specimen		Yes		
718	27" River Birch	Poor	Poor	Non-Specimen	Cavities with decay.	No	83	
719	24" River Birch	Good	Good	Specimen		Yes		

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
720	28" Red Oak	Poor	Poor	Non-Specimen	Large Trunk Canker at root crown, an indication of possible trunk rot. Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	84-85	
721	36" White Oak	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders 25' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	86	
722	32" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone. 3 Co-Dominate Leaders 40' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	87	
723	27" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone. Poor leader structure.	No	88-89	
724	28" Hickory	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	90	
725	38" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	91-92	
726	30" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	93	
727	26" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	94	
728	29" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	95	
729	30" White Oak	Good	Good	Specimen	Several bolts imbedded in trunk	Yes		
730	32" Red Oak	Poor	Poor	Non-Specimen	Large cavity at base. Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	96-97	
731	28" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	98	
732	38" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	99	
733	36" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	100-101	

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
734	32" White Oak	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	102-103	
735	30" Red Oak	Poor	Poor	Non-Specimen	Large cavity. More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	104-105	
736	32" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 20' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	106-107	
737	28" White Oak	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 20' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	108-109	
738	30" Red Oak	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 20' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	110-111	
739	25" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	112	
740	25" Red Oak	Poor	Poor	Non-Specimen/ Boundary Tree	Cavity at base. Bleeding Trunk Canker at base, an indication of possible Butt Rot. More than 1 main limb and several minor limbs dead/gone.	Yes	113-114	
741	33" Tulip Poplar	Poor	Poor	Non-Specimen	Large cavity at base. Numerous Trunk Cankers, an indication of possible trunk rot. More than 1 main limb and several minor limbs dead/gone.	No	115-116	
742	64" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone. 2 Trees grown together creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	117-120	
743	37" Tulip Poplar	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with 1 dead and cavity in other. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	121	

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
744	40" Sweet Gum	Poor	Poor	Non-Specimen	3 Trees grown together creating 3 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	122	
745	28" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	123-124	
746	33" Red Oak	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with severe decay in union. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	125	
747	10" Sourwood	Poor	Poor	Non-Specimen	Large cavity with decay	No	126	
748	36" Tulip Poplar	Poor	Poor	Non-Specimen	Trunk is hollow. Numerous Trunk Cankers, an indication of possible trunk rot.	No	127-128	
749	39"(19"-22") Tulip Poplar	Poor	Poor	Non-Specimen	Trunks are hollow. Large cavities with decay. 2 Trees grown together creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	129	
750	25" Red Maple	Poor	Poor	Non-Specimen	Large cavity at base. Decay into leader from smaller leader with Basidiocarps. Numerous Trunk Cankers, an indication of possible trunk rot.	No	130-132	
751	48" Tulip Poplar	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	133-134	
752	32" Pine 27706	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders 50' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	135	
753	32" Red Maple	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	136	
754	34"(20"-13") Tulip Poplar	Poor	Poor	Non-Specimen	Cavity with decay. 2 Trees grown together creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue. Large cavity at base	No	137-138	

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
755	25" Red Maple	Poor	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone. 2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	139-140	
756	25" Red Maple	Poor	Poor	Non-Specimen	Poor leader structure. More than 1 main limb and several minor limbs dead/gone.	No	141	
757	27" Red Oak	Poor	Poor	Non-Specimen	Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	142	
758	23" Sourwood	Fair	Fair	Specimen	10° Lean	No		
759	26" Red Maple	Poor	Poor	Non-Specimen	Numerous Trunk Cankers and Galls, an indication of possible trunk rot.	No	143	
760	34" Pine	Good	Good	Specimen		Yes		
761	35" Tulip Poplar	Good	Good	Specimen		Yes		
762	18" Sourwood	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with 1 dead. Severe root damage.	No	144-145	
763	28" Red Maple	Poor	Poor	Non-Specimen	Large cavity at base	No	146	
764	48" Tulip Poplar	Poor	Poor	Non-Specimen	3 Co-Dominate Leaders with 1 gone leaving large cavity with decay. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	147	
765	34" Tulip Poplar	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders 50' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	148	
766	31" Sweet Gum	Poor	Poor	Non-Specimen	Several Trunk Galls, an indication of possible trunk rot.	No	149-150	
767	34" Red Maple	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	151	
768	35" Red Oak	Poor	Poor	Non-Specimen	Hollow cavity. Symptoms of Hypoxylon Cankers with more than 1 main limb and several minor limbs dead/gone.	No	152	
769	30" Pine	Good	Good	Specimen		Yes		
770	38"(27"-19") Red Maple	Poor	Poor	Non-Specimen	Hollow Trunk. 2 Trees grown together creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	153	
771	30" Pine	Fair	Fair	Specimen		No		
772	24" Red Maple	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with 1 hollow. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	154	
773	24" Red Maple	Poor	Poor	Non-Specimen	Both trunks are hollow. 2 Trees grown together creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	155-156	

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
774	24" Pine	Good	Good	Specimen/ Boundary Tree		Yes		
775	21" Tulip Poplar	Good	Good	Non-Specimen/ Boundary Tree		Yes		
776	49" White Oak	Poor	Poor	Non-Specimen/ Boundary Tree	Butt Rot with fruiting bodies. More than 1 main limb and several minor limbs dead/gone	Yes	157-158	
777	23" Red Oak	Good	Good	Specimen/ Boundary Tree		Yes		
778	21" Pine	Good	Good	Specimen/ Boundary Tree		Yes		

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Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification
1	10" Chinese Elm	Landscape Tree	76	12" Red Maple	Landscape Tree	151	13" Willow Oak	Landscape Tree
2	10" Chinese Elm	Landscape Tree	77	12" Red Maple	Landscape Tree	152	14" Chinese Elm	Landscape Tree
3	10" Red Maple	Landscape Tree	78	12" Red Maple	Landscape Tree	153	14" Chinese Elm	Landscape Tree
4	10" Red Maple	Landscape Tree	79	12" Red Maple	Landscape Tree	154	14" Chinese Elm	Landscape Tree
5	10" Red Maple	Landscape Tree	80	12" Red Maple	Landscape Tree	155	14" Red Maple	Landscape Tree
6	10" Red Maple	Landscape Tree	81	12" Red Maple	Landscape Tree	156	14" Red Maple	Landscape Tree
7	10" Red Maple	Landscape Tree	82	12" Red Maple	Landscape Tree	157	14" Red Maple	Landscape Tree
8	10" Red Maple	Landscape Tree	83	12" Red Maple	Landscape Tree	158	14" Red Maple	Landscape Tree
9	10" Red Maple	Landscape Tree	84	12" Flowering Peach (Dead)	Landscape Tree	159	14" Red Maple	Landscape Tree
10	10" Red Maple	Landscape Tree	85	12" Pine	Landscape Tree	160	14" Red Maple	Landscape Tree
11	10" Red Maple	Landscape Tree	86	12" Pine	Landscape Tree	161	14" Red Maple	Landscape Tree
12	10" Red Maple	Landscape Tree	87	12" Pine	Landscape Tree	162	14" Red Maple	Landscape Tree
13	10" Red Maple	Landscape Tree	88	12" Pine	Landscape Tree	163	14" Red Maple	Landscape Tree
14	10" Red Maple	Landscape Tree	89	12" Pine	Landscape Tree	164	14" Red Maple	Landscape Tree
15	10" Red Maple	Landscape Tree	90	12" Pine	Landscape Tree	165	14" Red Maple	Landscape Tree
16	10" Red Maple	Landscape Tree	91	12" Pine	Landscape Tree	166	14" Red Maple	Landscape Tree
17	10" Pine	Landscape Tree	92	12" Tulip Poplar	Landscape Tree	167	14" Pine	Landscape Tree
18	10" Pine	Landscape Tree	93	12" River Birch	Landscape Tree	168	14" Pine	Landscape Tree
19	10" Pine	Landscape Tree	94	12" Willow Oak	Landscape Tree	169	14" Pine	Landscape Tree
20	10" Tulip Poplar	Landscape Tree	95	12" Willow Oak	Landscape Tree	170	14" Pine	Landscape Tree
21	10" Red Oak	Landscape Tree	96	12" Willow Oak	Landscape Tree	171	14" Pine	Landscape Tree
22	10" Red Oak	Landscape Tree	97	12" Willow Oak	Landscape Tree	172	14" Pine	Landscape Tree
23	11" River Birch	Landscape Tree	98	12" Willow Oak	Landscape Tree	173	14" Pine	Landscape Tree
24	11" River Birch	Landscape Tree	99	12" Willow Oak	Landscape Tree	174	14" Pine	Landscape Tree
25	11" Black Cherry	Landscape Tree	100	12" Willow Oak	Landscape Tree	175	14" Pine	Landscape Tree
26	11" Black Cherry	Landscape Tree	101	12" Willow Oak	Landscape Tree	176	14" Pine	Landscape Tree
27	11" Chinese Elm	Landscape Tree	102	13" Chinese Elm	Landscape Tree	177	14" Pine	Landscape Tree
28	11" Chinese Elm	Landscape Tree	103	13" Chinese Elm	Landscape Tree	178	14" Pine	Landscape Tree
29	11" Chinese Elm	Landscape Tree	104	13" Crape Myrtle	Landscape Tree	179	14" Pine	Landscape Tree
30	11" Chinese Elm	Landscape Tree	105	13" Red Maple	Landscape Tree	180	14" Pine	Landscape Tree
31	11" Chinese Elm	Landscape Tree	106	13" Red Maple	Landscape Tree	181	14" Pine	Landscape Tree
32	11" Chinese Elm	Landscape Tree	107	13" Red Maple	Landscape Tree	182	14" Pine	Landscape Tree
33	11" Chinese Elm	Landscape Tree	108	13" Red Maple	Landscape Tree	183	14" Tulip Poplar	Landscape Tree
34	11" Red Maple	Landscape Tree	109	13" Red Maple	Landscape Tree	184	14" Tulip Poplar	Landscape Tree
35	11" Red Maple	Landscape Tree	110	13" Red Maple	Landscape Tree	185	14" Red Oak	Landscape Tree
36	11" Red Maple	Landscape Tree	111	13" Red Maple	Landscape Tree	186	14" River Birch	Landscape Tree
37	11" Red Maple	Landscape Tree	112	13" Red Maple	Landscape Tree	187	14" Willow Oak	Landscape Tree
38	11" Red Maple	Landscape Tree	113	13" Red Maple	Landscape Tree	188	14" Willow Oak	Landscape Tree
39	11" Red Maple	Landscape Tree	114	13" Red Maple	Landscape Tree	189	14" Willow Oak	Landscape Tree
40	11" Red Maple	Landscape Tree	115	13" Red Maple	Landscape Tree	190	14" Willow Oak	Landscape Tree
41	11" Red Maple	Landscape Tree	116	13" Red Maple	Landscape Tree	191	14" Willow Oak	Landscape Tree
42	11" Red Maple	Landscape Tree	117	13" Red Maple	Landscape Tree	192	14" Willow Oak	Landscape Tree
43	11" Red Maple	Landscape Tree	118	13" Red Maple	Landscape Tree	193	14" Willow Oak	Landscape Tree
44	11" Red Maple	Landscape Tree	119	13" Red Maple	Landscape Tree	194	14" Willow Oak	Landscape Tree
45	11" Pine	Landscape Tree	120	13" Red Maple	Landscape Tree	195	14" Willow Oak	Landscape Tree
46	11" Pine	Landscape Tree	121	13" Red Maple	Landscape Tree	196	14" Willow Oak	Landscape Tree
47	11" Pine	Landscape Tree	122	13" Red Maple	Landscape Tree	197	15" Bald Cypress	Landscape Tree
48	11" Pine	Landscape Tree	123	13" Red Maple	Landscape Tree	198	15" River Birch	Landscape Tree
49	11" Pine	Landscape Tree	124	13" Red Maple	Landscape Tree	199	15" River Birch	Landscape Tree
50	11" Pine	Landscape Tree	125	13" Red Maple	Landscape Tree	200	15" Chinese Elm	Landscape Tree
51	11" Red Oak	Landscape Tree	126	13" Pine	Landscape Tree	201	15" Chinese Elm	Landscape Tree
52	11" Tulip Poplar	Landscape Tree	127	13" Pine	Landscape Tree	202	15" Red Maple	Landscape Tree
53	11" Tulip Poplar	Landscape Tree	128	13" Pine	Landscape Tree	203	15" Red Maple	Landscape Tree
54	11" Post oak	Landscape Tree	129	13" Pine	Landscape Tree	204	15" Red Maple	Landscape Tree
55	11" Red Oak	Landscape Tree	130	13" Pine	Landscape Tree	205	15" Red Maple	Landscape Tree
56	11" Red Oak	Landscape Tree	131	13" Pine	Landscape Tree	206	15" Red Maple	Landscape Tree
57	11" Trident Red Maple	Landscape Tree	132	13" Pine	Landscape Tree	207	15" Red Maple	Landscape Tree
58	11" White Oak	Landscape Tree	133	13" Pine	Landscape Tree	208	15" Red Maple	Landscape Tree
59	12" Black Cherry	Landscape Tree	134	13" Pine	Landscape Tree	209	15" Red Maple	Landscape Tree
60	12" Blackjack oak	Landscape Tree	135	13" Pine	Landscape Tree	210	15" Red Maple	Landscape Tree
61	12" Chinese Elm	Landscape Tree	136	13" Pine	Landscape Tree	211	15" Red Maple	Landscape Tree
62	12" Chinese Elm	Landscape Tree	137	13" Pine	Landscape Tree	212	15" Red Maple	Landscape Tree
63	12" Chinese Elm	Landscape Tree	138	13" Tulip Poplar	Landscape Tree	213	15" Red Maple	Landscape Tree
64	12" Chinese Elm	Landscape Tree	139	13" Red Oak	Landscape Tree	214	15" Red Maple	Landscape Tree
65	12" Red Maple	Landscape Tree	140	13" Red Oak	Landscape Tree	215	15" Red Maple	Landscape Tree
66	12" Red Maple	Landscape Tree	141	13" Red Oak	Landscape Tree	216	15" Red Maple	Landscape Tree
67	12" Red Maple	Landscape Tree	142	13" Red Oak	Landscape Tree	217	15" Pine	Landscape Tree
68	12" Red Maple	Landscape Tree	143	13" Red Oak	Landscape Tree	218	15" Pine1	Landscape Tree
69	12" Red Maple	Landscape Tree	144	13" River Birch	Landscape Tree	219	15" Pine1	Landscape Tree
70	12" Red Maple	Landscape Tree	145	13" Trident Red Maple	Landscape Tree	220	15" Pine	Landscape Tree
71	12" Red Maple	Landscape Tree	146	13" White Oak	Landscape Tree	221	15" Pine	Landscape Tree
72	12" Red Maple	Landscape Tree	147	13" Willow Oak	Landscape Tree	222	15" Pine	Landscape Tree
73	12" Red Maple	Landscape Tree	148	13" Willow Oak	Landscape Tree	223	15" Pine	Landscape Tree
74	12" Red Maple	Landscape Tree	149	13" Willow Oak	Landscape Tree	224	15" Pine	Landscape Tree
75	12" Red Maple	Landscape Tree	150	13" Willow Oak	Landscape Tree	225	15" Pine	Landscape Tree

Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification
226	15" Pine	Landscape Tree	310	17" Pine	Landscape Tree	828	19" Willow Oak	Landscape Tree
227	15" Pine	Landscape Tree	311	17" Pine	Landscape Tree	829	19" Willow Oak	Landscape Tree
228	15" Pine	Landscape Tree	312	17" Pine	Landscape Tree	830	2" Trident Red Maple	Landscape Tree
229	15" Pine	Landscape Tree	313	17" Pine	Landscape Tree	831	2" Trident Red Maple	Landscape Tree
230	15" Pine	Landscape Tree	314	17" Pine	Landscape Tree	832	20" Hickory	Landscape Tree
231	15" Pine	Landscape Tree	315	17" Tulip Poplar	Landscape Tree	833	20" Red Maple	Landscape Tree
232	15" Pine	Landscape Tree	316	17" Tulip Poplar	Landscape Tree	834	20" Red Maple	Landscape Tree
233	15" Pine	Landscape Tree	317	17" Tulip Poplar	Landscape Tree	835	20" Red Maple	Landscape Tree
234	15" Pine	Landscape Tree	318	17" Tulip Poplar	Landscape Tree	836	20" Red Maple	Landscape Tree
235	15" Pine	Landscape Tree	319	17" Red Oak	Landscape Tree	837	20" Red Maple	Landscape Tree
236	15" Pine	Landscape Tree	320	17" Red Oak	Landscape Tree	838	20" Red Maple	Landscape Tree
237	15" Pine	Landscape Tree	321	17" Sycamore	Landscape Tree	839	20" Red Maple	Landscape Tree
238	15" Pine	Landscape Tree	322	17" Willow Oak	Landscape Tree	840	20" Red Maple	Landscape Tree
239	15" Pine	Landscape Tree	323	17" Willow Oak	Landscape Tree	841	20" Red Maple	Landscape Tree
240	15" Pine	Landscape Tree	324	17" Willow Oak	Landscape Tree	842	20" Red Maple	Landscape Tree
241	15" Tulip Poplar	Landscape Tree	325	17" Willow Oak	Landscape Tree	843	20" Pine	Landscape Tree
242	15" Tulip Poplar	Landscape Tree	326	18" Red Maple	Landscape Tree	844	20" Pine	Landscape Tree
243	15" Red Oak	Landscape Tree	327	18" Red Maple	Landscape Tree	845	20" Pine	Landscape Tree
244	15" Red Oak	Landscape Tree	328	18" Red Maple	Landscape Tree	846	20" Pine	Landscape Tree
245	15" Red Oak	Landscape Tree	329	18" Red Maple	Landscape Tree	847	20" Pine	Landscape Tree
246	15" Sycamore	Landscape Tree	330	18" Red Maple	Landscape Tree	848	20" Pine	Landscape Tree
247	15" Willow Oak	Landscape Tree	331	18" Red Maple	Landscape Tree	849	20" Pine	Landscape Tree
248	15" Willow Oak	Landscape Tree	332	18" Red Maple	Landscape Tree	850	20" Pine	Landscape Tree
249	15" Willow Oak	Landscape Tree	333	18" Red Maple	Landscape Tree	851	20" Pine	Landscape Tree
250	15" Willow Oak	Landscape Tree	334	18" Pine	Landscape Tree	852	20" Pine	Landscape Tree
251	16" Crape Myrtle	Landscape Tree	335	18" Pine	Landscape Tree	853	20" Pine	Landscape Tree
252	16" Cryptomeria	Landscape Tree	336	18" Pine	Landscape Tree	854	20" Pine	Landscape Tree
253	16" Red Maple	Landscape Tree	337	18" Pine	Landscape Tree	855	20" Pine	Landscape Tree
254	16" Red Maple	Landscape Tree	338	18" Pine	Landscape Tree	856	20" Pine	Landscape Tree
255	16" Red Maple	Landscape Tree	339	18" Pine	Landscape Tree	857	20" Pine	Landscape Tree
256	16" Red Maple	Landscape Tree	340	18" Pine	Landscape Tree	858	20" Pine	Landscape Tree
257	16" Red Maple	Landscape Tree	341	18" Pine	Landscape Tree	859	20" Pine	Landscape Tree
258	16" Red Maple	Landscape Tree	342	18" Pine	Landscape Tree	860	20" Pine	Landscape Tree
259	16" Pine	Landscape Tree	343	18" Pine	Landscape Tree	861	20" Pine	Landscape Tree
260	16" Pine	Landscape Tree	344	18" Pine	Landscape Tree	862	20" Tulip Poplar	Landscape Tree
261	16" Pine	Landscape Tree	779	10" Red Maple	Landscape Tree	863	20" Tulip Poplar	Landscape Tree
262	16" Pine	Landscape Tree	780	18" Pine	Landscape Tree	864	20" Red Oak	Landscape Tree
263	16" Pine	Landscape Tree	781	18" Pine	Landscape Tree	865	20" Sycamore	Landscape Tree
264	16" Pine	Landscape Tree	782	18" Pine	Landscape Tree	866	20" Willow Oak	Landscape Tree
265	16" Pine	Landscape Tree	783	18" Tulip Poplar	Landscape Tree	867	20" Willow Oak	Landscape Tree
266	16" Pine	Landscape Tree	784	18" Tulip Poplar	Landscape Tree	868	21" River Birch	Landscape Tree
267	16" Pine	Landscape Tree	785	18" River Birch	Landscape Tree	869	21" River Birch	Landscape Tree
268	16" Pine	Landscape Tree	786	18" River Birch	Landscape Tree	870	21" Red Maple	Landscape Tree
269	16" Pine	Landscape Tree	787	18" Water Oak	Landscape Tree	871	21" Red Maple	Landscape Tree
270	16" Pine	Landscape Tree	788	18" Willow Oak	Landscape Tree	872	21" Red Maple	Landscape Tree
271	16" Pine	Landscape Tree	789	18" Willow Oak	Landscape Tree	873	21" Pine	Landscape Tree
272	16" Pine	Landscape Tree	790	18" Willow Oak	Landscape Tree	874	21" Pine	Landscape Tree
273	16" Pine	Landscape Tree	791	19" River Birch	Landscape Tree	875	21" Pine	Landscape Tree
274	16" Pine	Landscape Tree	792	19" River Birch	Landscape Tree	876	21" Pine	Landscape Tree
275	16" Pine	Landscape Tree	793	19" Red Maple	Landscape Tree	877	21" Pine	Landscape Tree
276	16" Pine	Landscape Tree	794	19" Red Maple	Landscape Tree	878	21" Pine	Landscape Tree
277	16" Pine	Landscape Tree	795	19" Red Maple	Landscape Tree	879	21" Pine	Landscape Tree
278	16" Pine	Landscape Tree	796	19" Red Maple	Landscape Tree	880	21" Pine	Landscape Tree
279	16" Pine	Landscape Tree	797	19" Red Maple	Landscape Tree	881	21" Pine	Landscape Tree
280	16" Pine	Landscape Tree	798	19" Red Maple	Landscape Tree	882	21" Pine	Landscape Tree
281	16" Pine	Landscape Tree	799	19" Red Maple	Landscape Tree	883	21" Pine	Landscape Tree
282	16" Tulip Poplar	Landscape Tree	800	19" Red Maple	Landscape Tree	884	21" Tulip Poplar	Landscape Tree
283	16" Tulip Poplar	Landscape Tree	801	19" Pine	Landscape Tree	885	21" River Birch	Landscape Tree
284	16" Tulip Poplar	Landscape Tree	802	19" Pine	Landscape Tree	886	21" River Birch	Landscape Tree
285	16" Tulip Poplar	Landscape Tree	803	19" Pine	Landscape Tree	887	21" River Birch	Landscape Tree
286	16" Tulip Poplar	Landscape Tree	804	19" Pine	Landscape Tree	888	21" Sycamore	Landscape Tree
287	16" Red Oak	Landscape Tree	805	19" Pine	Landscape Tree	889	21" Willow Oak	Landscape Tree
288	16" Red Oak	Landscape Tree	806	19" Pine	Landscape Tree	890	22" River Birch	Landscape Tree
289	16" Willow Oak	Landscape Tree	807	19" Pine	Landscape Tree	891	22" Hickory	Landscape Tree
290	16" Willow Oak	Landscape Tree	808	19" Pine	Landscape Tree	892	22" Red Maple	Landscape Tree
291	16" Willow Oak	Landscape Tree	809	19" Pine	Landscape Tree	893	22" Red Maple	Landscape Tree
292	16" Willow Oak	Landscape Tree	810	19" Pine	Landscape Tree	894	22" Red Maple	Landscape Tree
293	17" Red Maple	Landscape Tree	811	19" Pine	Landscape Tree	895	22" Pine	Landscape Tree
294	17" Red Maple	Landscape Tree	812	19" Pine	Landscape Tree	896	22" Pine	Landscape Tree
295	17" Red Maple	Landscape Tree	813	19" Pine	Landscape Tree	897	22" Pine	Landscape Tree
296	17" Red Maple	Landscape Tree	814	19" Pine	Landscape Tree	898	22" Pine	Landscape Tree
297	17" Red Maple	Landscape Tree	815	19" Pine	Landscape Tree	899	22" Pine	Landscape Tree
298	17" Red Maple	Landscape Tree	816	19" Pine	Landscape Tree	900	22" Tulip Poplar	Landscape Tree
299	17" Red Maple	Landscape Tree	817	19" Pine	Landscape Tree	901	22" Tulip Poplar	Landscape Tree
300	17" Red Maple	Landscape Tree	818	19" Pine	Landscape Tree	902	22" Tulip Poplar	Landscape Tree
301	17" Red Maple	Landscape Tree	819	19" Pine	Landscape Tree	903	22" Red Oak	Landscape Tree
302	17" Pine	Landscape Tree	820	19" Pine	Landscape Tree	904	22" River Birch	Landscape Tree
303	17" Pine	Landscape Tree	821	19" Pine	Landscape Tree	905	22" Sycamore	Landscape Tree
304	17" Pine	Landscape Tree	822	19" Tulip Poplar	Landscape Tree	906	22" Sycamore	Landscape Tree
305	17" Pine	Landscape Tree	823	19" River Birch	Landscape Tree	907	22" Willow Oak	Landscape Tree
306	17" Pine	Landscape Tree	824	19" River Birch	Landscape Tree	908	22" Willow Oak	Landscape Tree
307	17" Pine	Landscape Tree	825	19" Sycamore	Landscape Tree	909	22" Willow Oak	Landscape Tree
308	17" Pine	Landscape Tree	826	19" Willow Oak	Landscape Tree	910	22" Willow Oak	Landscape Tree
309	17" Pine	Landscape Tree	827	19" Willow Oak	Landscape Tree	911	23" River Birch	Landscape Tree

Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification	Tree #	Size/ Species	Classification
912	23" Red Maple	Landscape Tree	996	7" River Birch	Landscape Tree	1080	8" Red Maple	Landscape Tree
913	23" Red Maple	Landscape Tree	997	7" Black Cherry	Landscape Tree	1081	8" Red Maple	Landscape Tree
914	23" Red Maple	Landscape Tree	998	7" Crape Myrtle	Landscape Tree	1082	8" Red Maple	Landscape Tree
915	23" Red Maple	Landscape Tree	999	7" Crape Myrtle	Landscape Tree	1083	8" Red Maple	Landscape Tree
916	23" Red Maple	Landscape Tree	1000	7" Crape Myrtle	Landscape Tree	1084	8" Red Maple	Landscape Tree
917	23" Pine	Landscape Tree	1001	7" Crape Myrtle	Landscape Tree	1085	8" Red Maple	Landscape Tree
918	23" Pine	Landscape Tree	1002	7" Crape Myrtle	Landscape Tree	1086	8" Red Maple	Landscape Tree
919	23" Pine	Landscape Tree	1003	7" Crape Myrtle	Landscape Tree	1087	8" Red Maple	Landscape Tree
920	23" Pine	Landscape Tree	1004	7" Crape Myrtle	Landscape Tree	1088	8" Red Maple	Landscape Tree
921	23" Pine	Landscape Tree	1005	7" Crape Myrtle	Landscape Tree	1089	8" Red Maple	Landscape Tree
922	23" Pine	Landscape Tree	1006	7" Crape Myrtle	Landscape Tree	1090	8" Pine	Landscape Tree
923	23" Tulip Poplar	Landscape Tree	1007	7" Crape Myrtle	Landscape Tree	1091	8" Pine	Landscape Tree
924	23" Red Oak	Landscape Tree	1008	7" Crape Myrtle	Landscape Tree	1092	8" Pine	Landscape Tree
925	23" River Birch	Landscape Tree	1009	7" Crape Myrtle	Landscape Tree	1093	8" Pine	Landscape Tree
926	23" River Birch	Landscape Tree	1010	7" Crape Myrtle	Landscape Tree	1094	8" Pine	Landscape Tree
927	23" River Birch	Landscape Tree	1011	7" Crape Myrtle	Landscape Tree	1095	8" Pine	Landscape Tree
928	23" River Birch	Landscape Tree	1012	7" Crape Myrtle	Landscape Tree	1096	8" Red Oak	Landscape Tree
929	23" Water Oak	Landscape Tree	1013	7" Crape Myrtle	Landscape Tree	1097	8" Red Oak	Landscape Tree
930	23" Willow Oak	Landscape Tree	1014	7" Crape Myrtle	Landscape Tree	1098	9" River Birch	Landscape Tree
931	24" Pine	Landscape Tree	1015	7" Crape Myrtle	Landscape Tree	1099	9" Black Cherry	Landscape Tree
932	26" Pine	Landscape Tree	1016	7" Crape Myrtle	Landscape Tree	1100	9" Red Maple	Landscape Tree
933	26" Pine	Landscape Tree	1017	7" Crape Myrtle	Landscape Tree	1101	9" Red Maple	Landscape Tree
934	27" River Birch	Landscape Tree	1018	7" Crape Myrtle	Landscape Tree	1102	9" Red Maple	Landscape Tree
935	27" Pine	Landscape Tree	1019	7" Crape Myrtle	Landscape Tree	1103	9" Red Maple	Landscape Tree
936	29" Tulip Poplar	Landscape Tree	1020	7" Crape Myrtle	Landscape Tree	1104	9" Red Maple	Landscape Tree
937	3" Crape Myrtle	Landscape Tree	1021	7" Crape Myrtle	Landscape Tree	1105	9" Red Maple	Landscape Tree
938	3" Dogwood	Landscape Tree	1022	7" Crape Myrtle	Landscape Tree	1106	9" Red Maple	Landscape Tree
939	3" Dogwood	Landscape Tree	1023	7" Crape Myrtle	Landscape Tree	1107	9" Red Maple	Landscape Tree
940	3" Japanese Red Mapl	Landscape Tree	1024	7" Crape Myrtle	Landscape Tree	1108	9" Red Maple	Landscape Tree
941	3" Red Maple	Landscape Tree	1025	7" Crape Myrtle	Landscape Tree	1109	9" Red Maple	Landscape Tree
942	3" Red Maple	Landscape Tree	1026	7" Crape Myrtle	Landscape Tree	1110	9" Red Maple	Landscape Tree
943	5" Crape Myrtle	Landscape Tree	1027	7" Crape Myrtle	Landscape Tree	1111	9" Red Maple	Landscape Tree
944	5" Crape Myrtle	Landscape Tree	1028	7" Crape Myrtle	Landscape Tree	1112	9" Red Maple	Landscape Tree
945	5" Crape Myrtle	Landscape Tree	1029	7" Crape Myrtle	Landscape Tree	1113	9" Red Maple	Landscape Tree
946	5" Crape Myrtle	Landscape Tree	1030	7" Crape Myrtle	Landscape Tree	1114	9" Red Maple	Landscape Tree
947	5" Crape Myrtle	Landscape Tree	1031	7" Crape Myrtle	Landscape Tree	1115	9" Red Maple	Landscape Tree
948	5" Crape Myrtle	Landscape Tree	1032	7" Crape Myrtle	Landscape Tree	1116	9" Red Maple	Landscape Tree
949	5" Crape Myrtle	Landscape Tree	1033	7" Crape Myrtle	Landscape Tree	1117	9" Pine	Landscape Tree
950	5" Crape Myrtle	Landscape Tree	1034	7" Crape Myrtle	Landscape Tree	1118	9" Pine	Landscape Tree
951	5" Crape Myrtle	Landscape Tree	1035	7" Crape Myrtle	Landscape Tree	1119	9" Red Oak	Landscape Tree
952	5" Crape Myrtle	Landscape Tree	1036	7" Crape Myrtle	Landscape Tree			
953	5" Crape Myrtle	Landscape Tree	1037	7" Crape Myrtle	Landscape Tree			
954	5" Dogwood	Landscape Tree	1038	7" Crape Myrtle	Landscape Tree			
955	5" Dogwood	Landscape Tree	1039	7" Crape Myrtle	Landscape Tree			
956	5" Dogwood	Landscape Tree	1040	7" Crape Myrtle	Landscape Tree			
957	5" Dogwood	Landscape Tree	1041	7" Crape Myrtle	Landscape Tree			
958	5" Dogwood	Landscape Tree	1042	7" Crape Myrtle	Landscape Tree			
959	5" Dogwood	Landscape Tree	1043	7" Crape Myrtle	Landscape Tree			
960	5" Dogwood	Landscape Tree	1044	7" Crape Myrtle	Landscape Tree			
961	5" Dogwood	Landscape Tree	1045	7" Crape Myrtle	Landscape Tree			
962	5" Dogwood	Landscape Tree	1046	7" Dogwood	Landscape Tree			
963	5" Dogwood	Landscape Tree	1047	7" Dogwood	Landscape Tree			
964	6" Crape Myrtle	Landscape Tree	1048	7" Dogwood	Landscape Tree			
965	6" Crape Myrtle	Landscape Tree	1049	7" Dogwood	Landscape Tree			
966	6" Crape Myrtle	Landscape Tree	1050	7" Dogwood	Landscape Tree			
967	6" Crape Myrtle	Landscape Tree	1051	7" Dogwood	Landscape Tree			
968	6" Crape Myrtle	Landscape Tree	1052	7" Dogwood	Landscape Tree			
969	6" Crape Myrtle	Landscape Tree	1053	7" Dogwood	Landscape Tree			
970	6" Crape Myrtle	Landscape Tree	1054	7" Dogwood	Landscape Tree			
971	6" Crape Myrtle	Landscape Tree	1055	7" Dogwood	Landscape Tree			
972	6" Crape Myrtle	Landscape Tree	1056	7" Dogwood	Landscape Tree			
973	6" Crape Myrtle	Landscape Tree	1057	7" Dogwood	Landscape Tree			
974	6" Crape Myrtle	Landscape Tree	1058	7" Dogwood	Landscape Tree			
975	6" Crape Myrtle	Landscape Tree	1059	7" Dogwood	Landscape Tree			
976	6" Crape Myrtle	Landscape Tree	1060	7" Red Maple	Landscape Tree			
977	6" Crape Myrtle	Landscape Tree	1061	7" Red Maple	Landscape Tree			
978	6" Crape Myrtle	Landscape Tree	1062	7" Red Maple	Landscape Tree			
979	6" Crape Myrtle	Landscape Tree	1063	7" Red Maple	Landscape Tree			
980	6" Crape Myrtle	Landscape Tree	1064	7" Red Maple	Landscape Tree			
981	6" Crape Myrtle	Landscape Tree	1065	7" Red Maple	Landscape Tree			
982	6" Dogwood	Landscape Tree	1066	7" Red Maple	Landscape Tree			
983	6" Dogwood	Landscape Tree	1067	7" Red Maple	Landscape Tree			
984	6" Dogwood	Landscape Tree	1068	7" Red Maple	Landscape Tree			
985	6" Dogwood	Landscape Tree	1069	7" Flowering Peach	Landscape Tree			
986	6" Dogwood	Landscape Tree	1070	7" Flowering Peach	Landscape Tree			
987	6" Dogwood	Landscape Tree	1071	7" Pine	Landscape Tree			
988	6" Dogwood	Landscape Tree	1072	7" Red Oak	Landscape Tree			
989	6" Red Maple	Landscape Tree	1073	7" Red Oak	Landscape Tree			
990	6" Red Maple	Landscape Tree	1074	7" Red Oak	Landscape Tree			
991	6" Flowering Peach	Landscape Tree	1075	7" Water Oak	Landscape Tree			
992	6" Red Oak	Landscape Tree	1076	8" Red Maple	Landscape Tree			
993	6" Trident Red Maple	Landscape Tree	1077	8" Red Maple	Landscape Tree			
994	7" Sweet Gum	Landscape Tree	1078	8" Red Maple	Landscape Tree			
995	" Maple & 4" Dogwoo	Landscape Tree	1079	8" Red Maple	Landscape Tree			

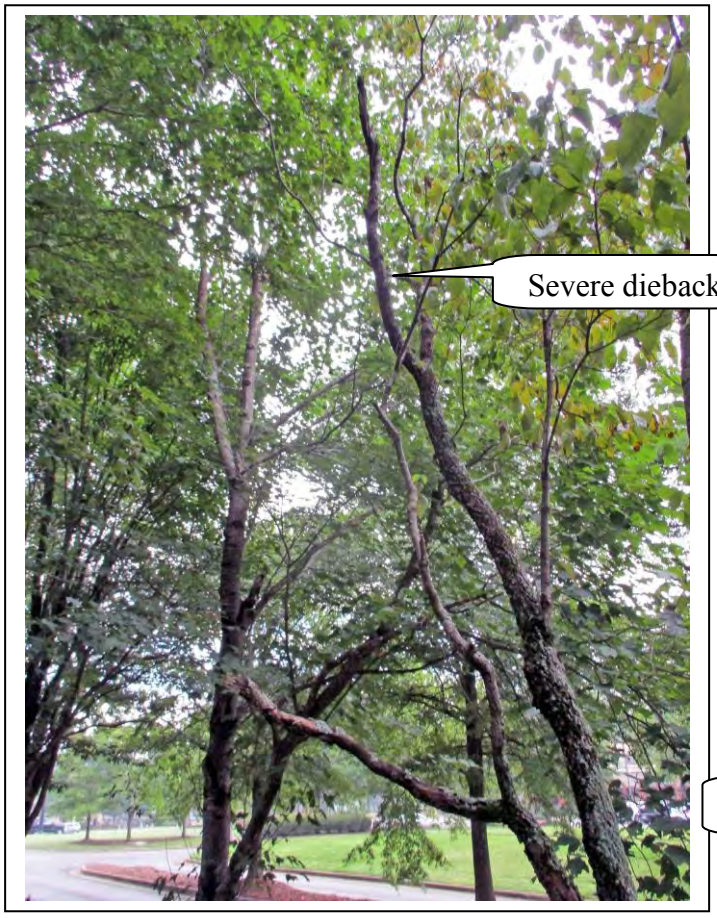


Photo 1



Photo 2

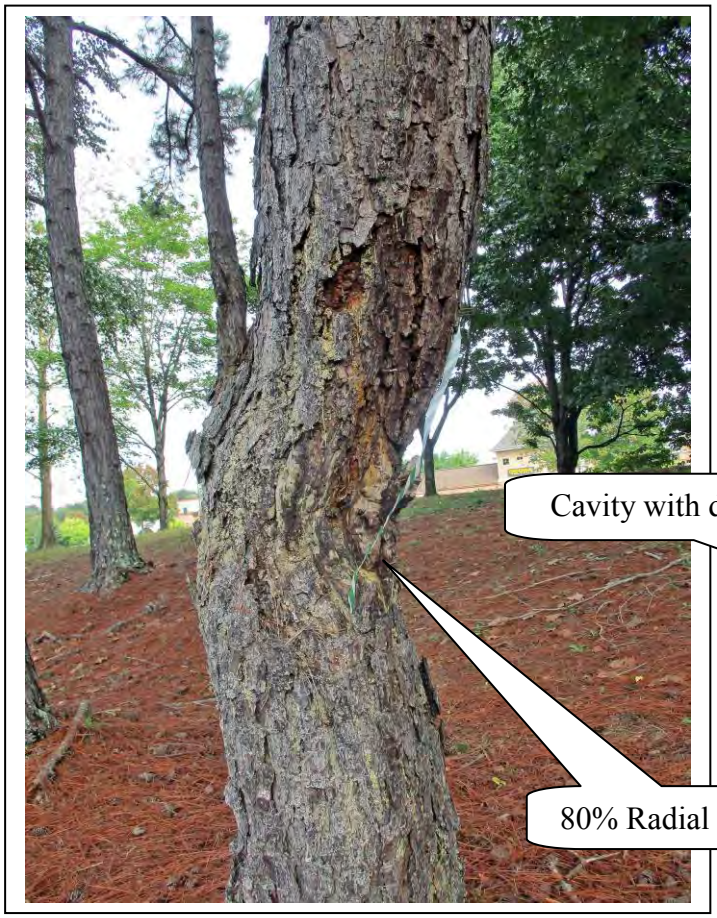


Photo 3

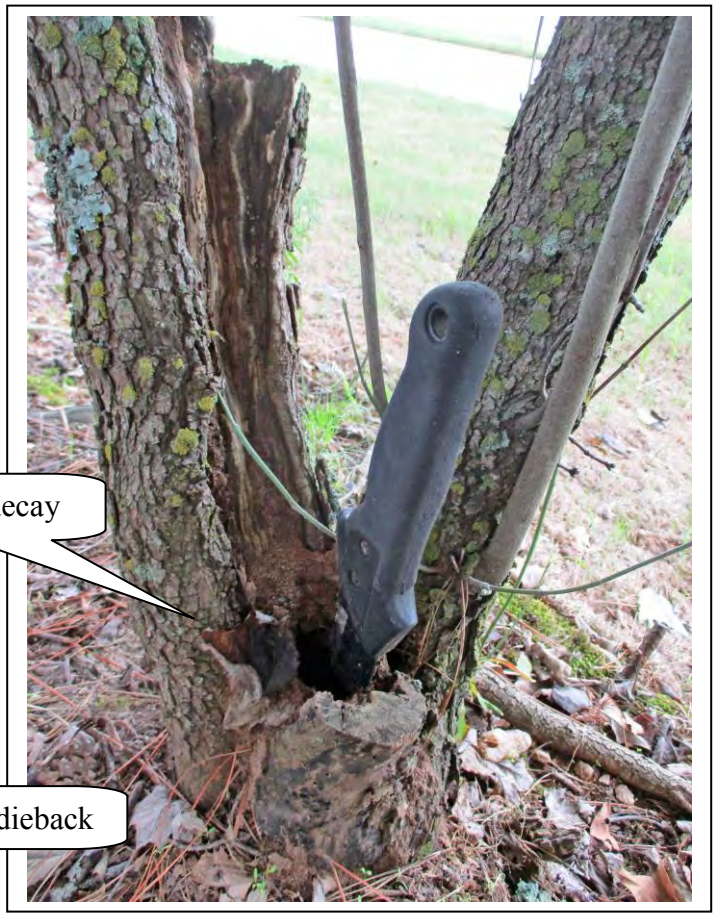
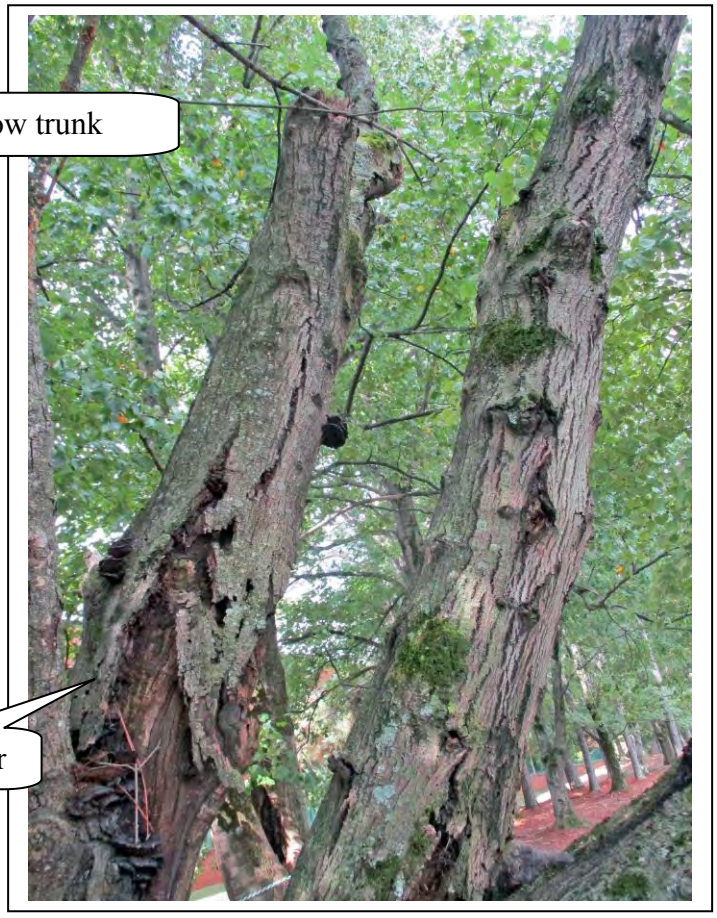


Photo 4



Photo 5



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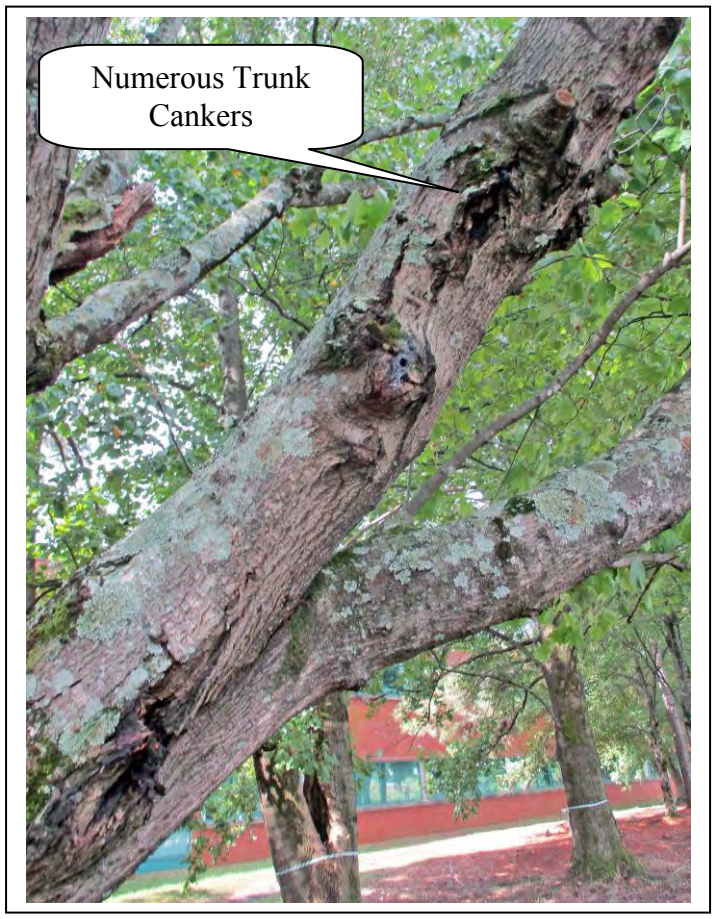

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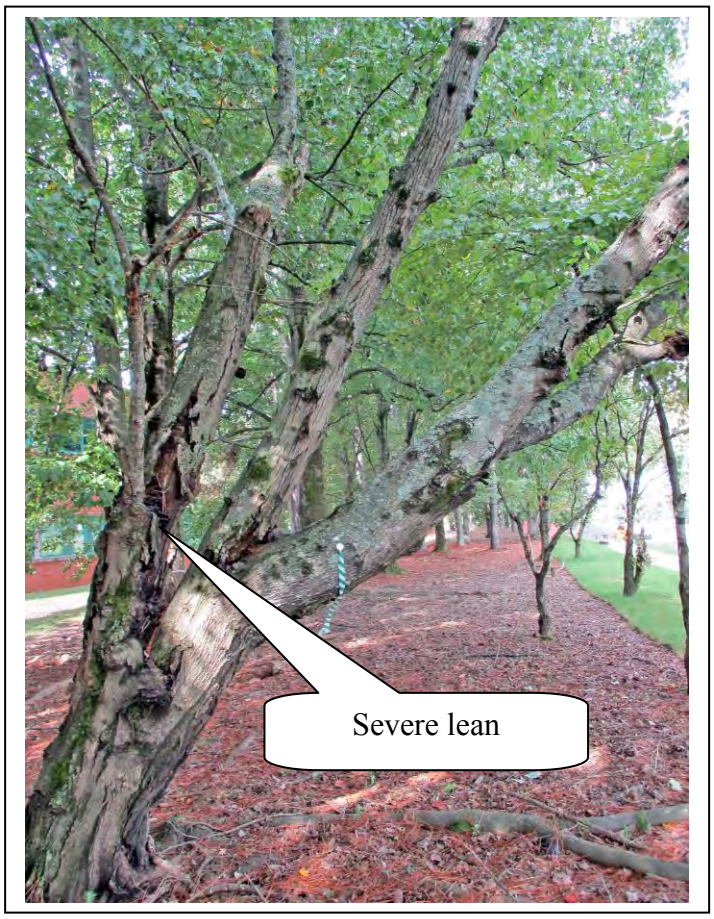

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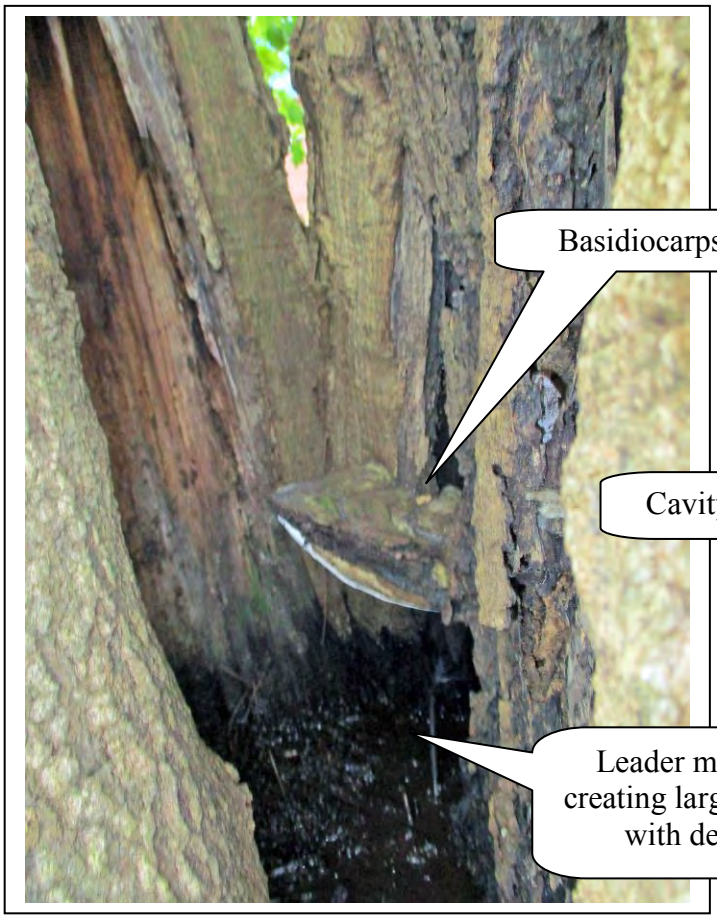

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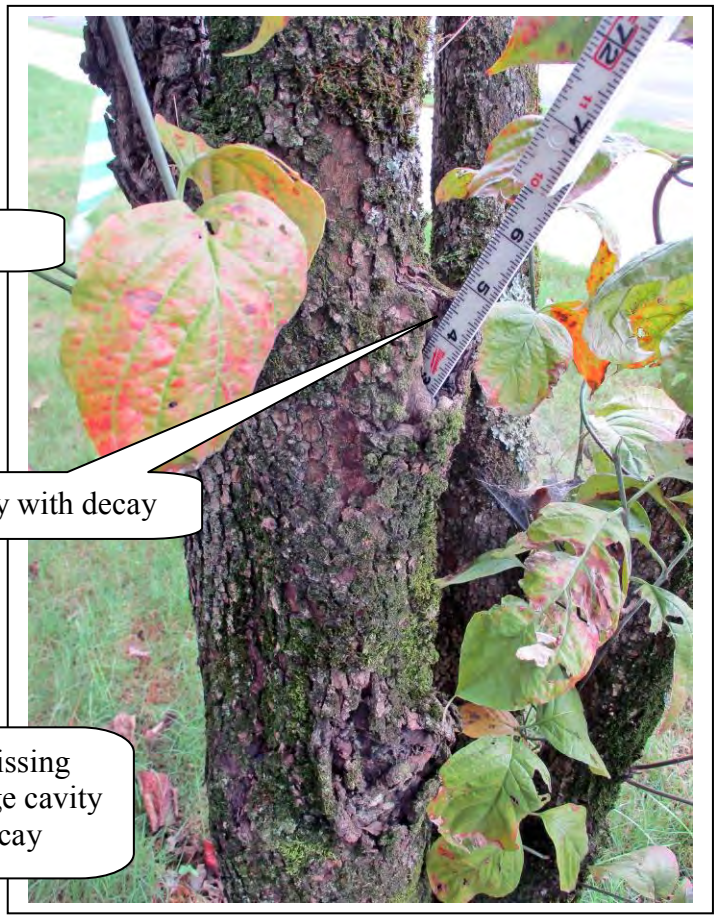

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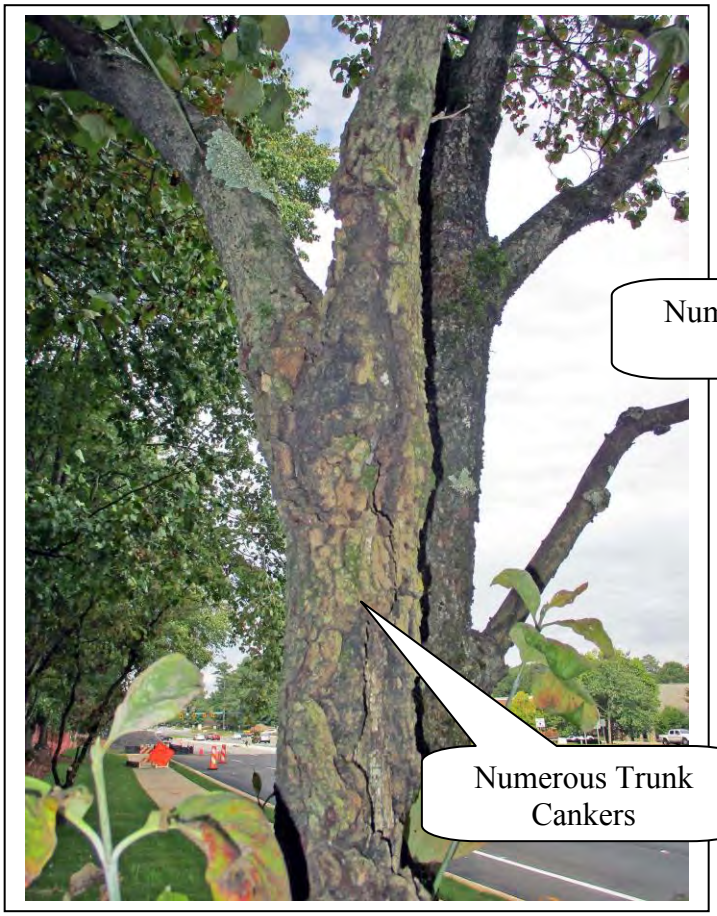

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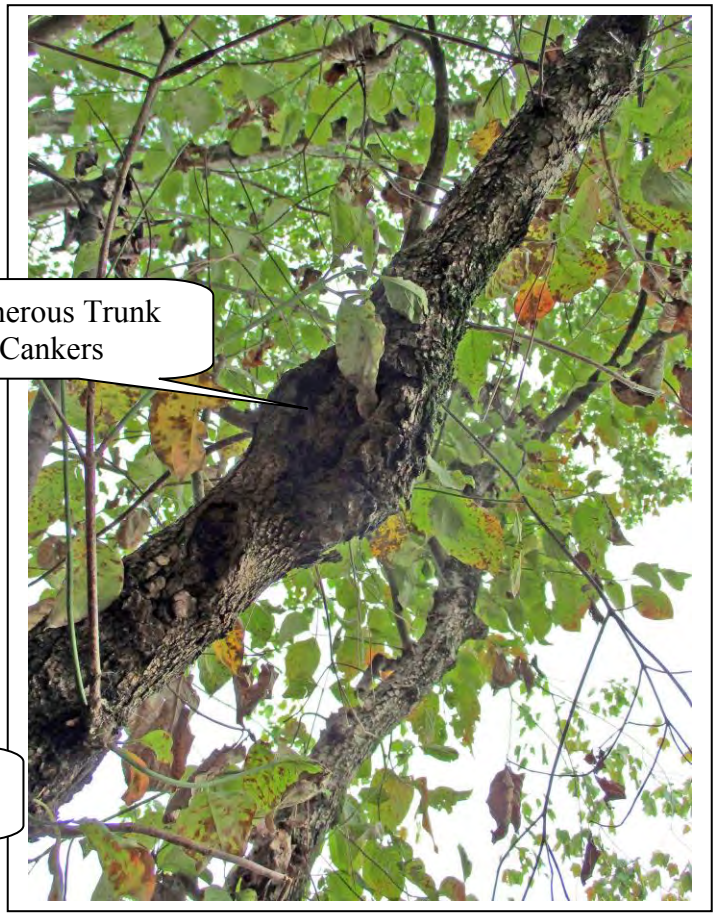

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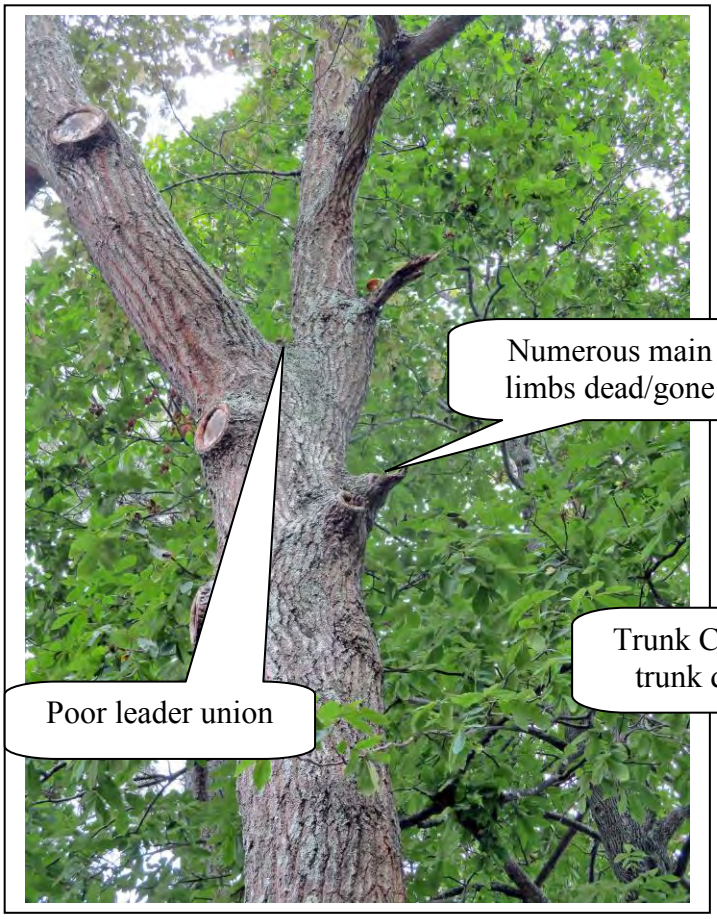
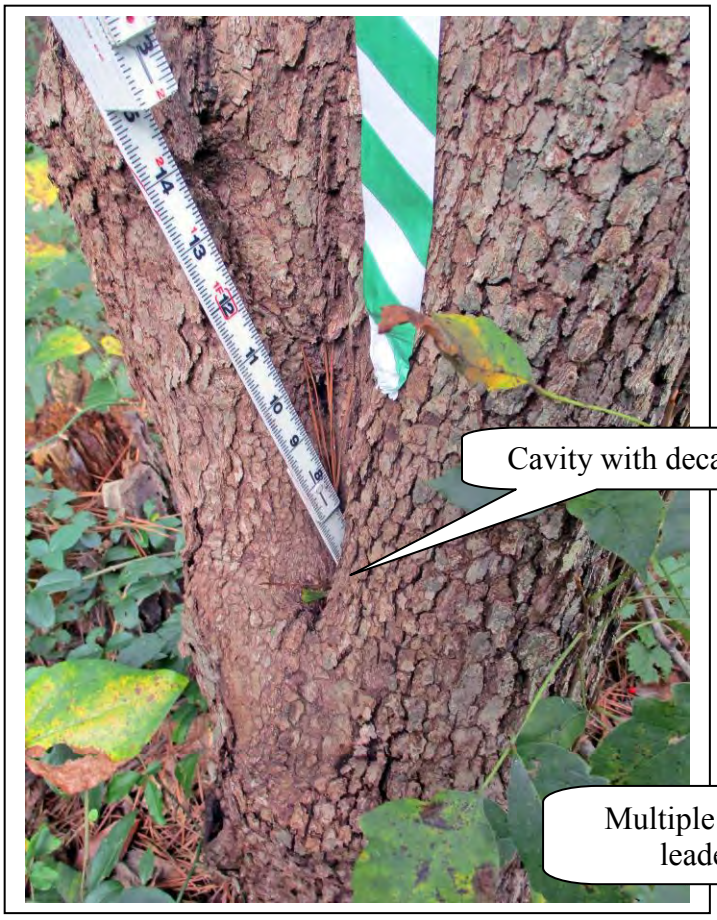


Photo 13



Photo 14



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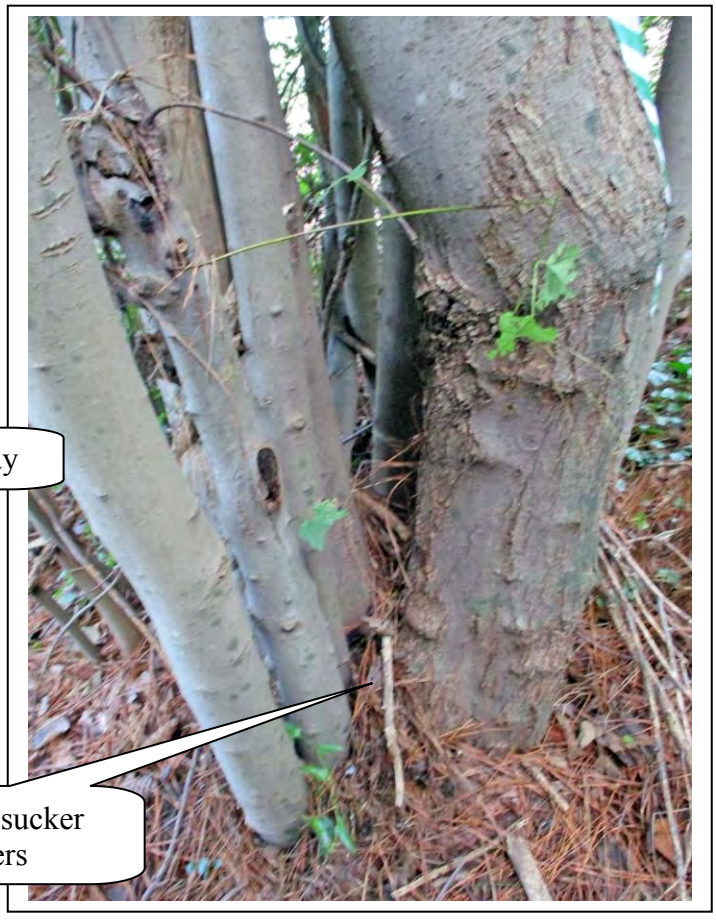

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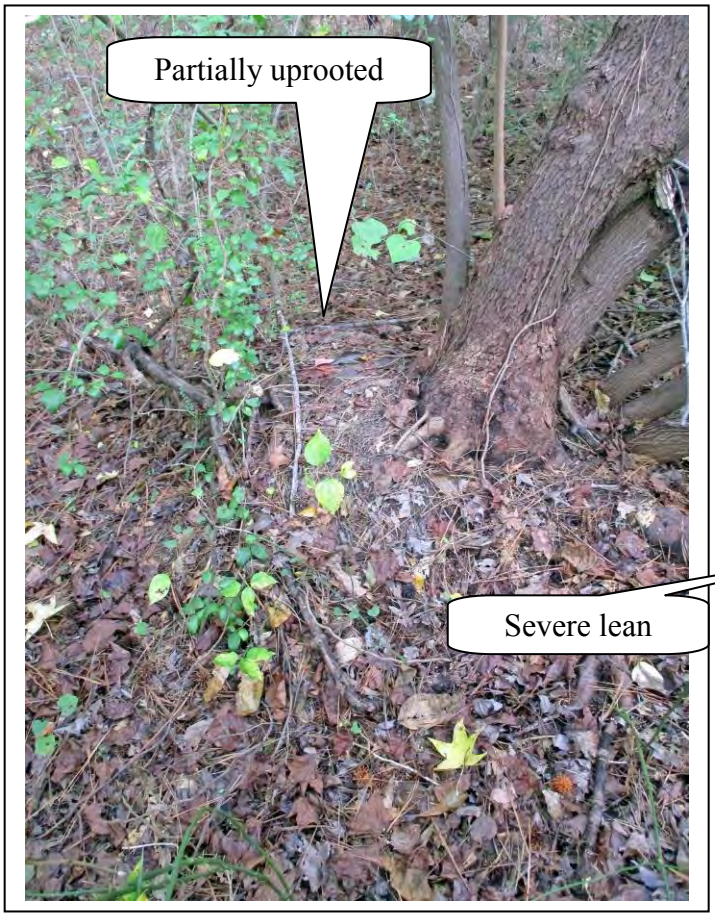
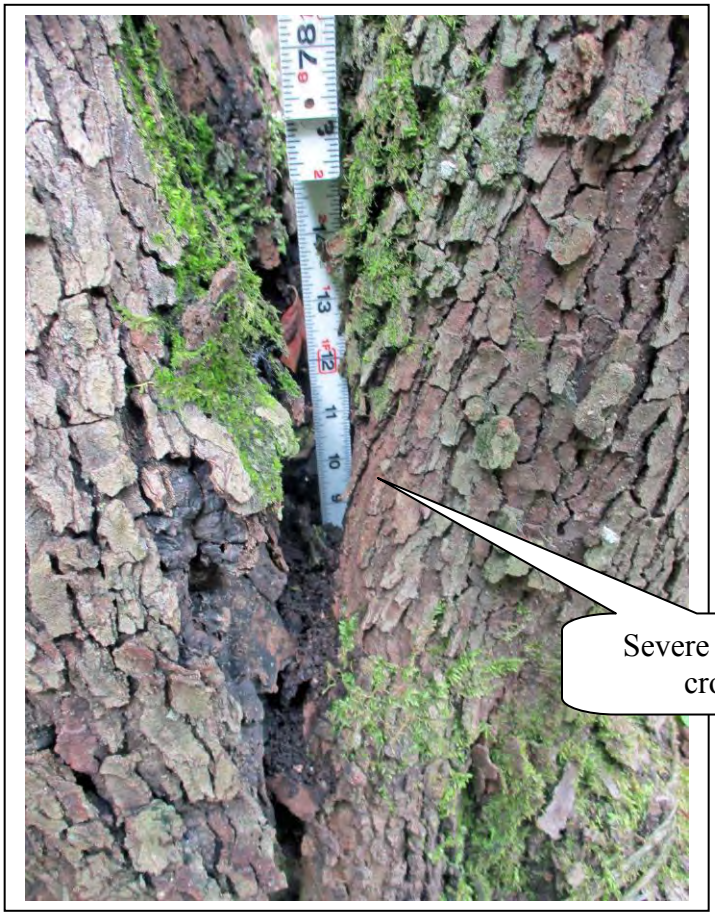


Photo 17



Photo 18



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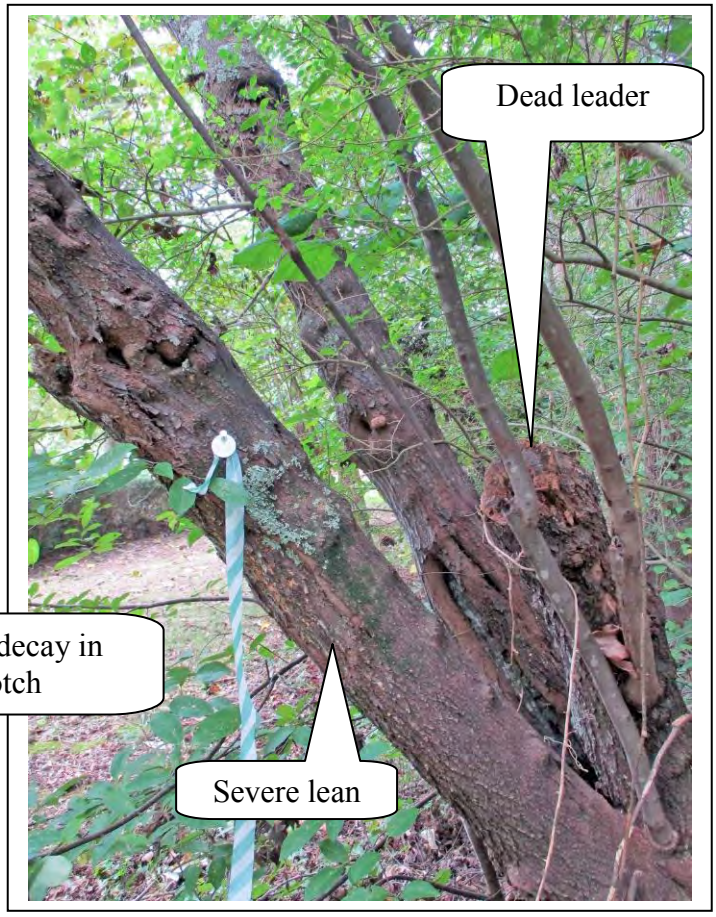


Photo 20



Photo 21

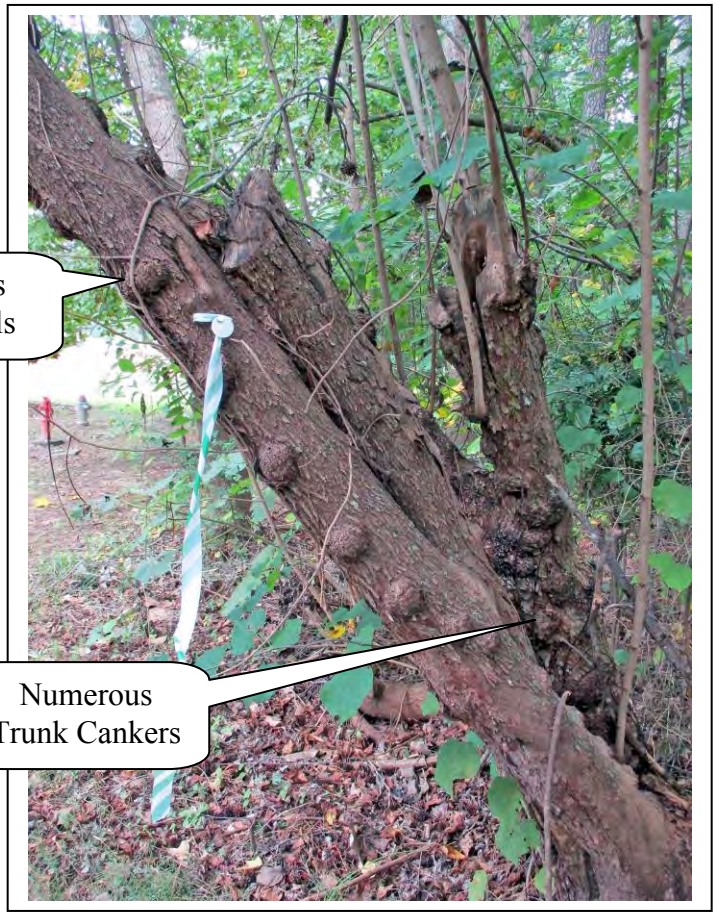


Photo 22



Photo 23



Photo 24



Photo 25



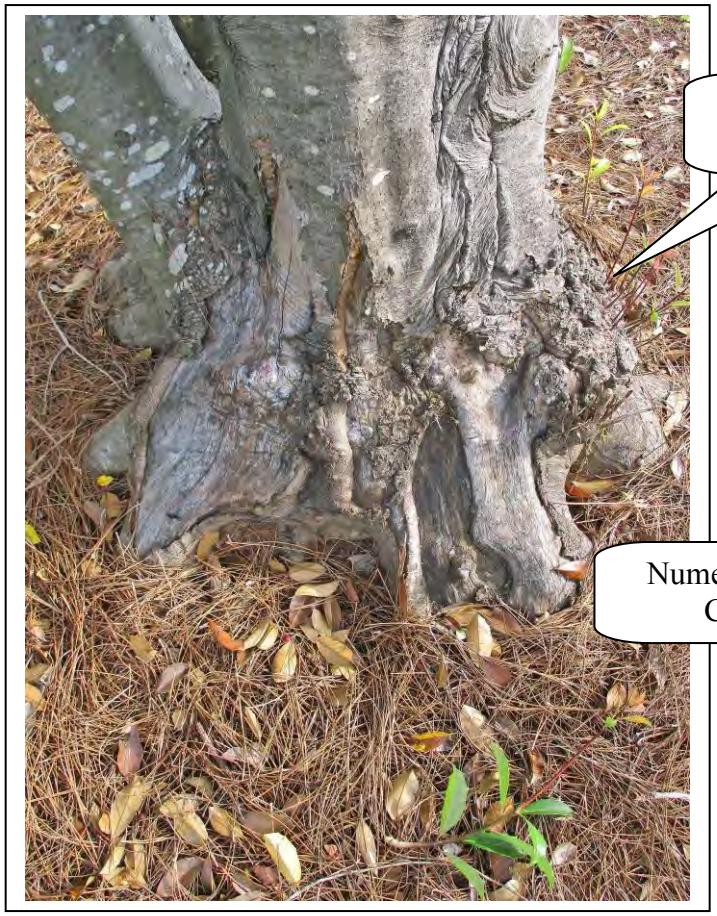
Photo 26



Photo 27



Photo 28



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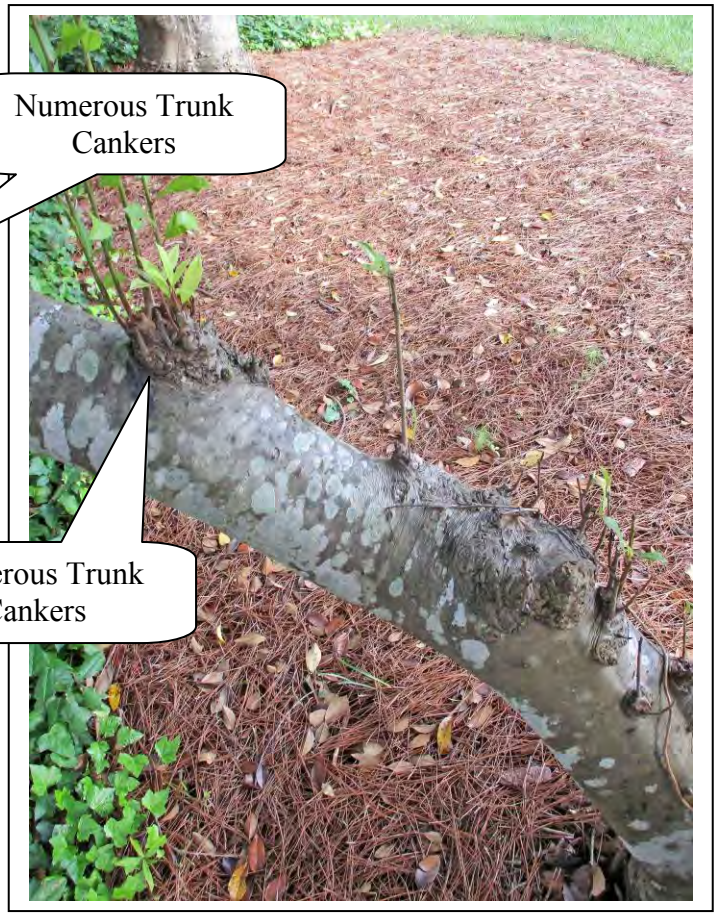


Photo 30



Photo 31

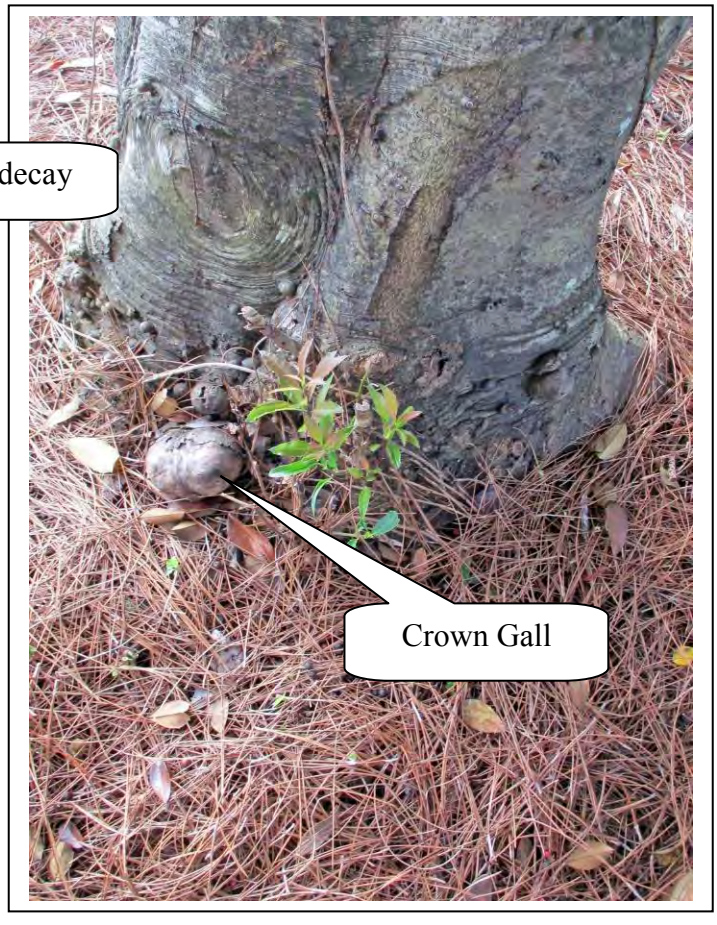


Photo 32



Photo 33

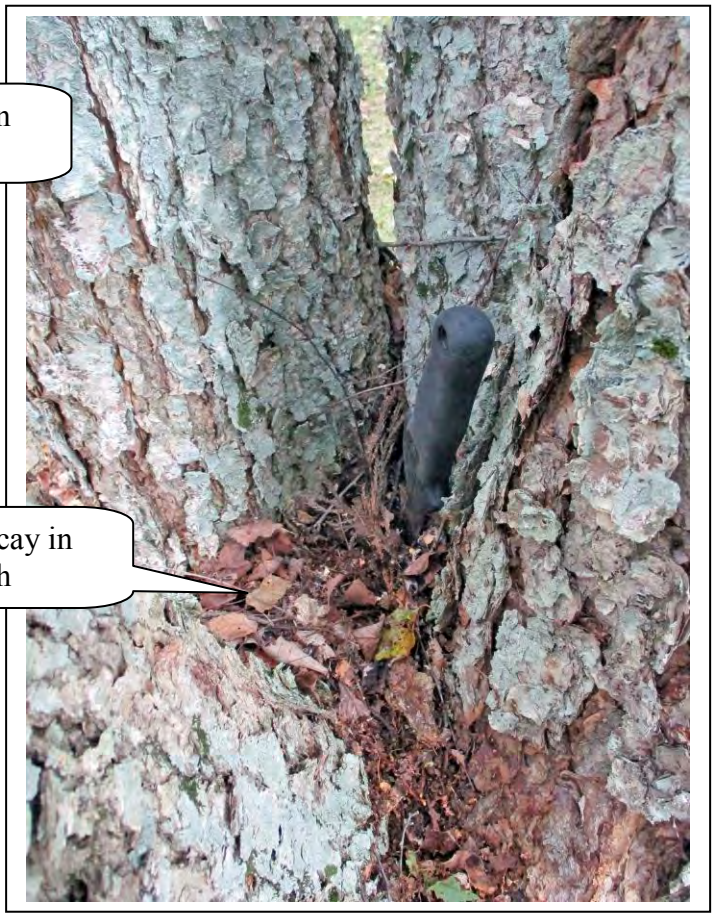


Photo 34



Photo 35



Photo 36



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41

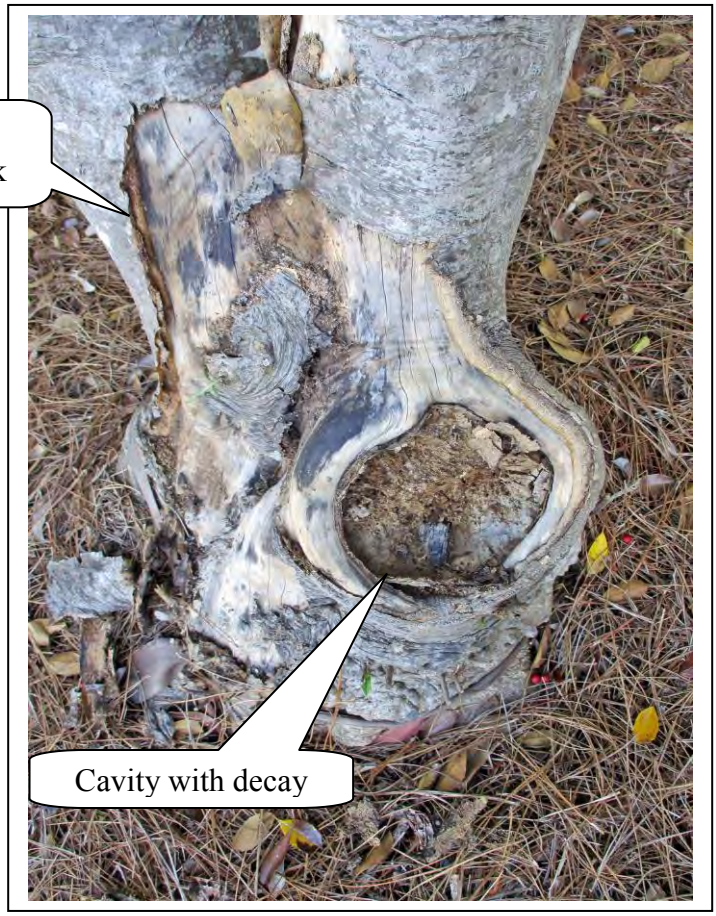


Photo 42



Photo 43



Photo 44



Photo 45



Photo 46

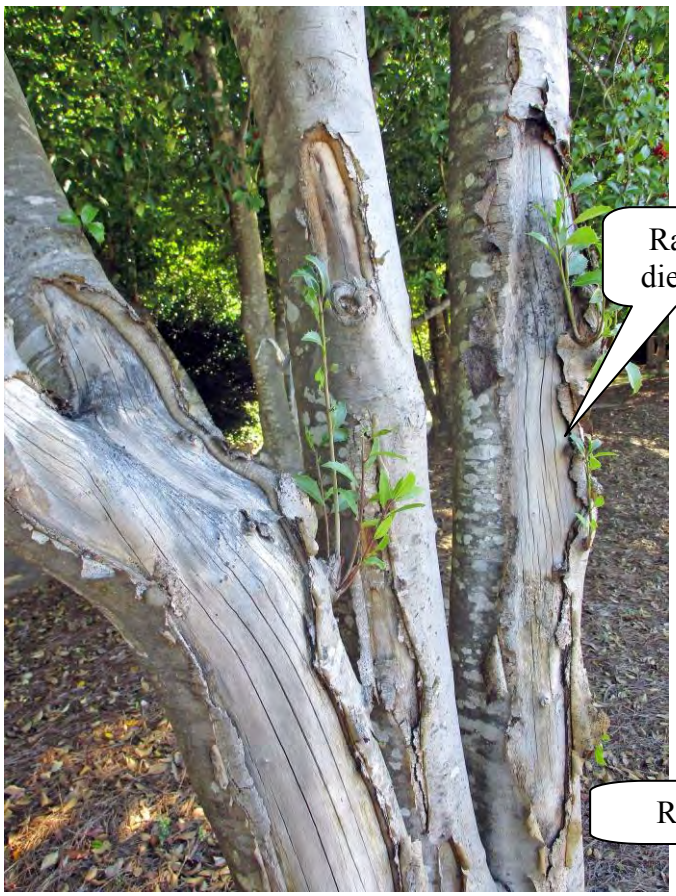


Photo 47



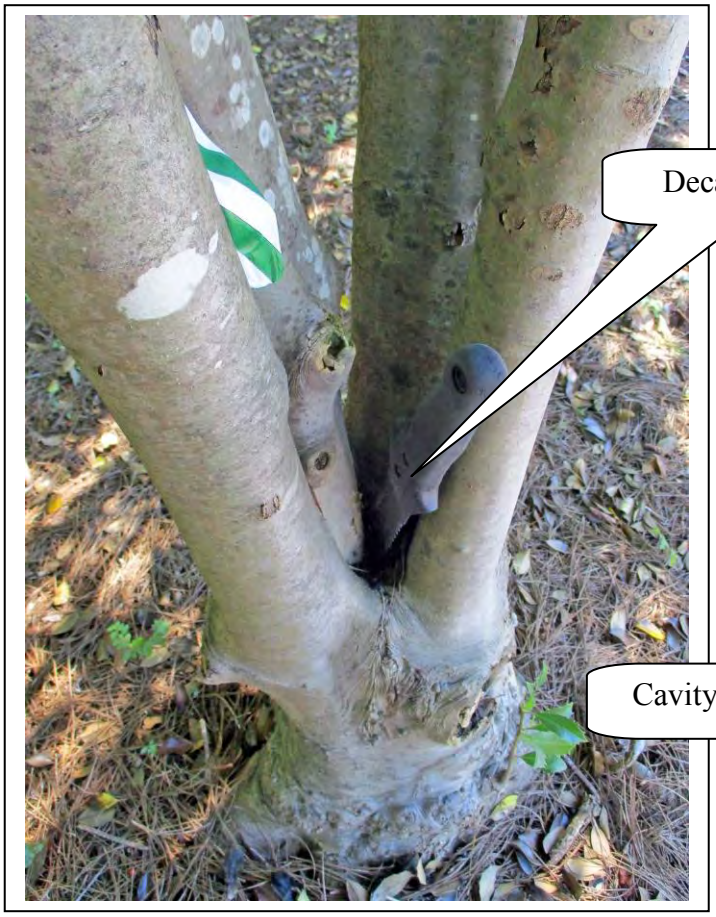
Photo 48



Photo 49



Photo 50



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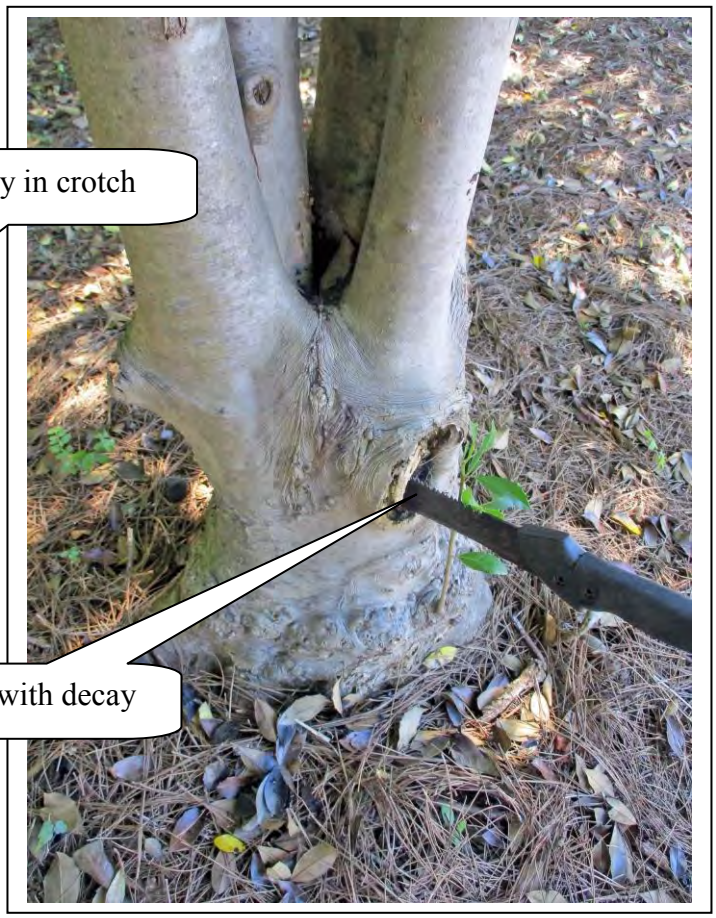


Photo 52



Photo 53



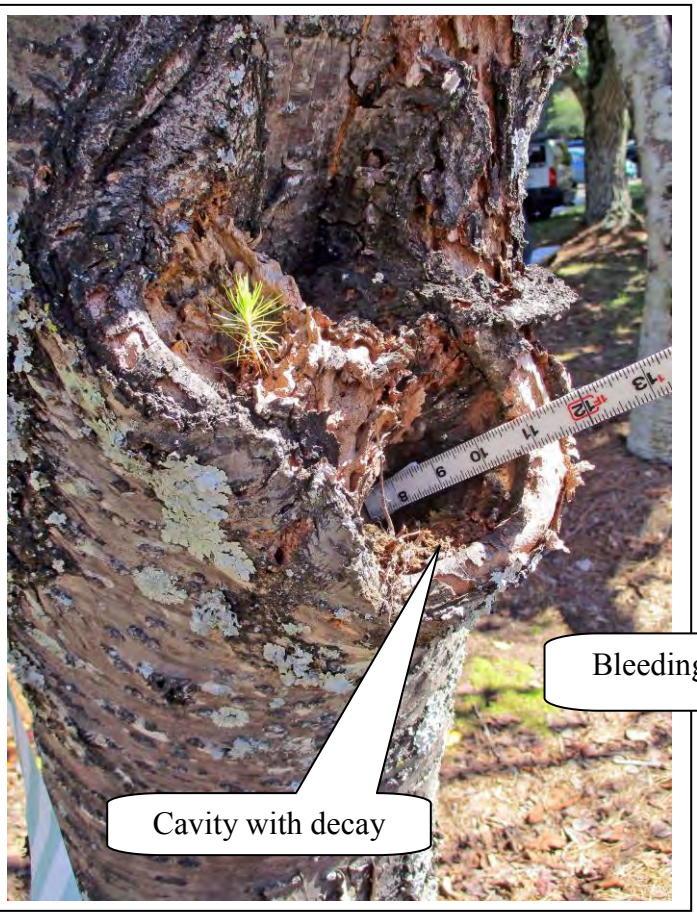
Photo 54



Photo 55



Photo 56



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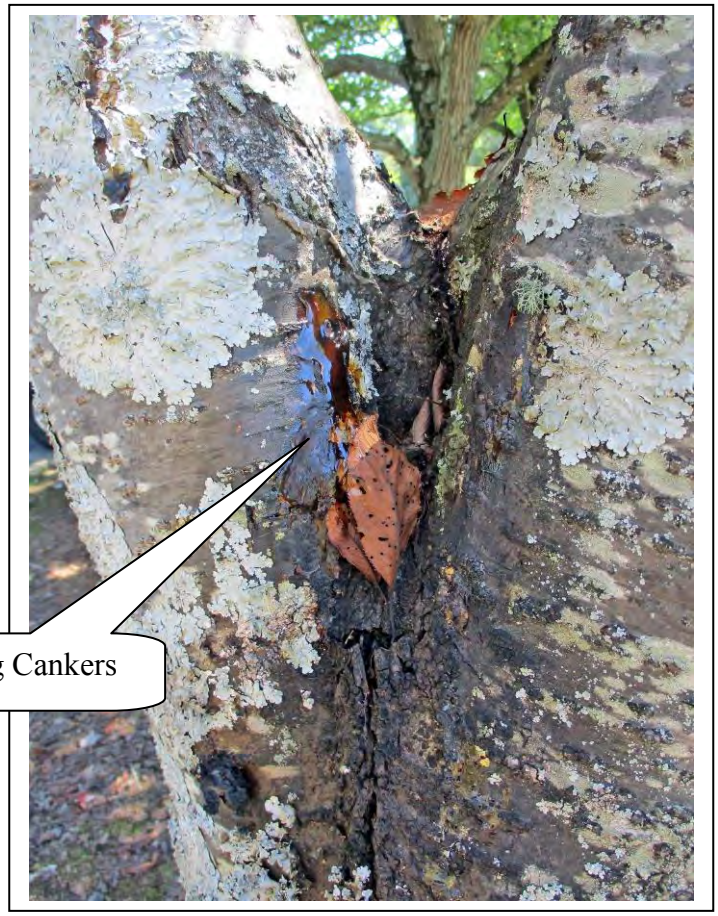

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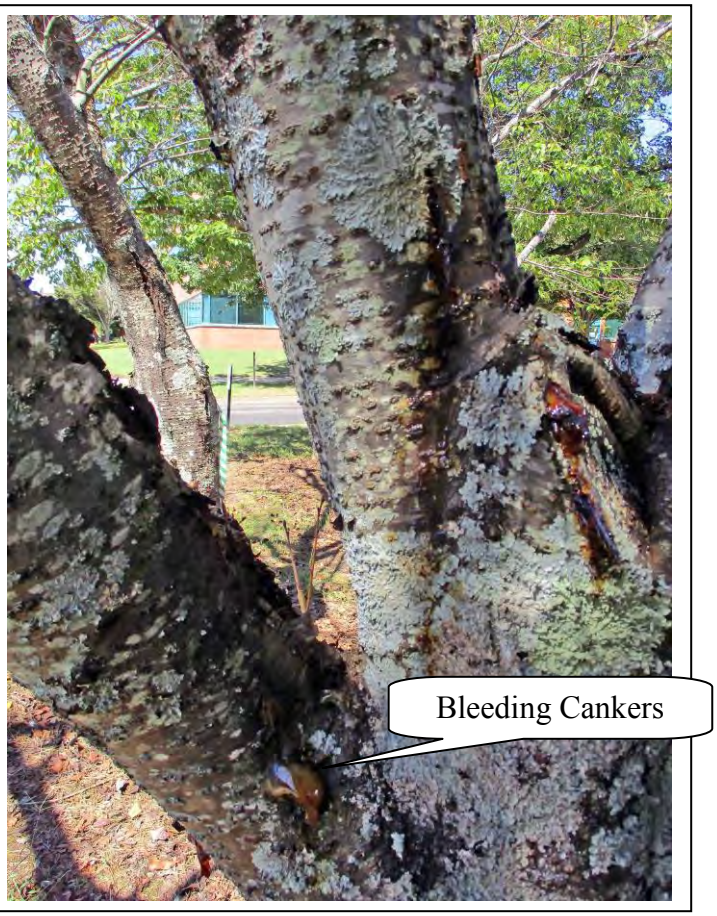

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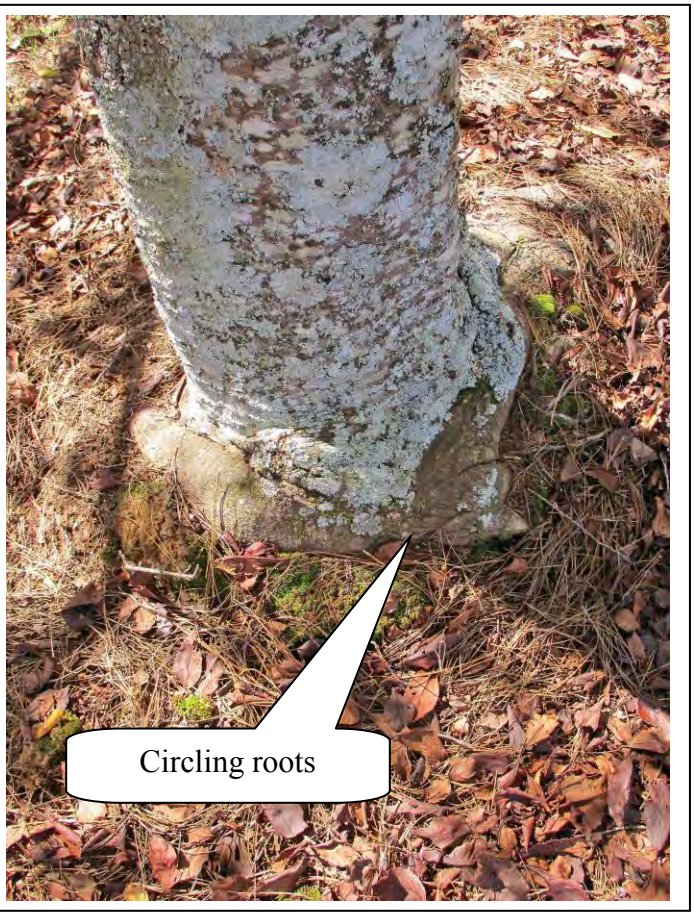

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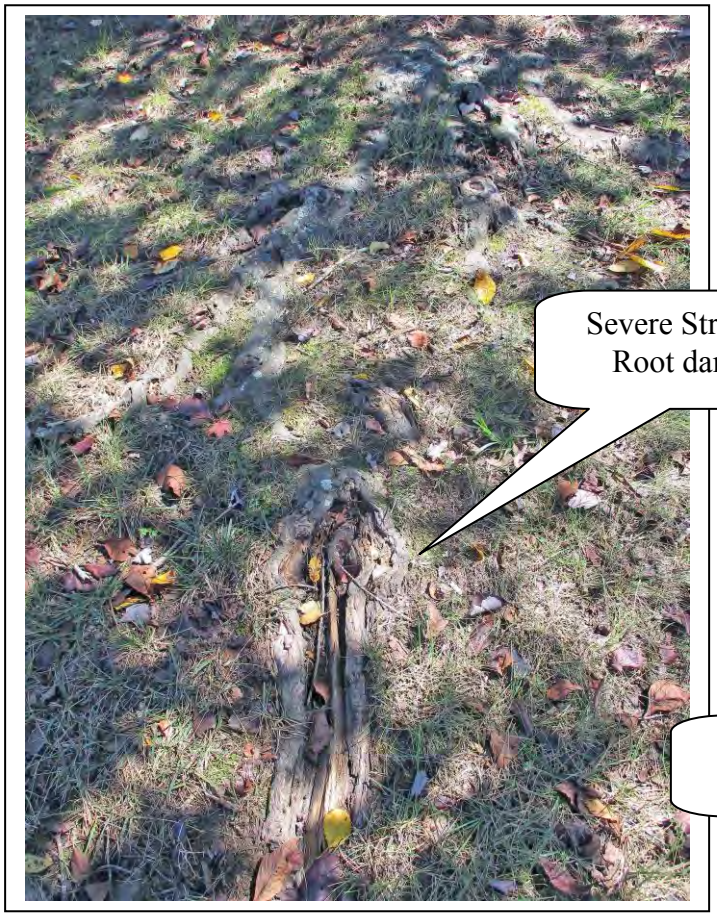

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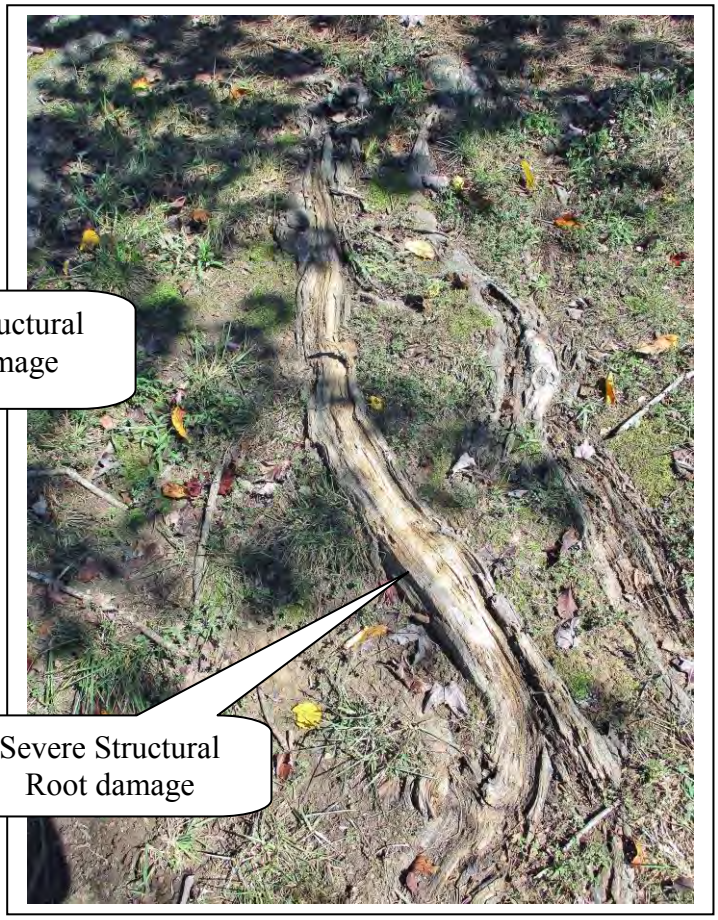

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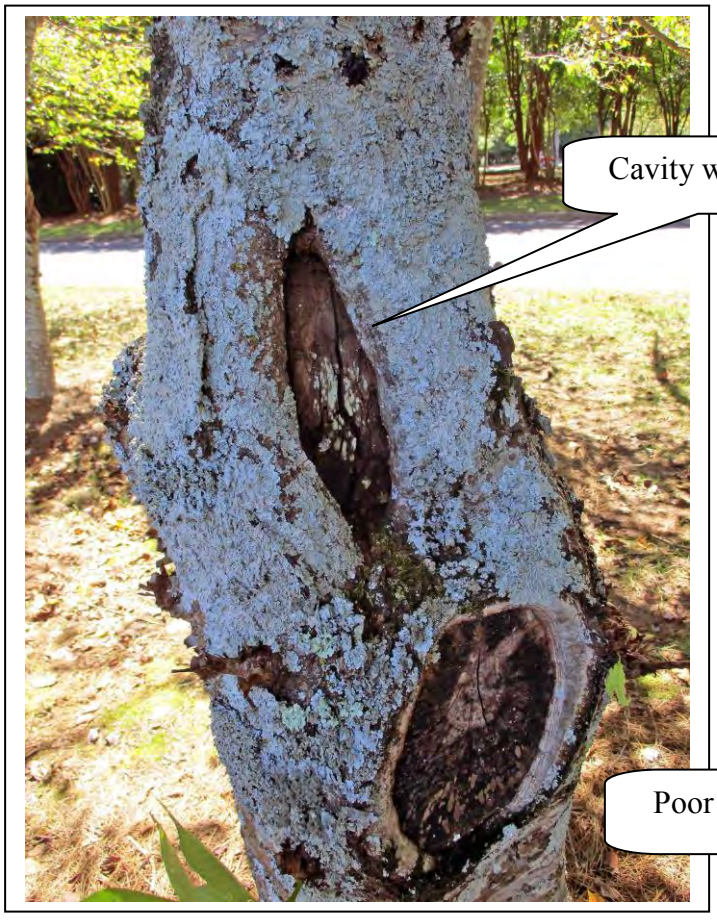


Photo 63



Photo 64



Photo 65

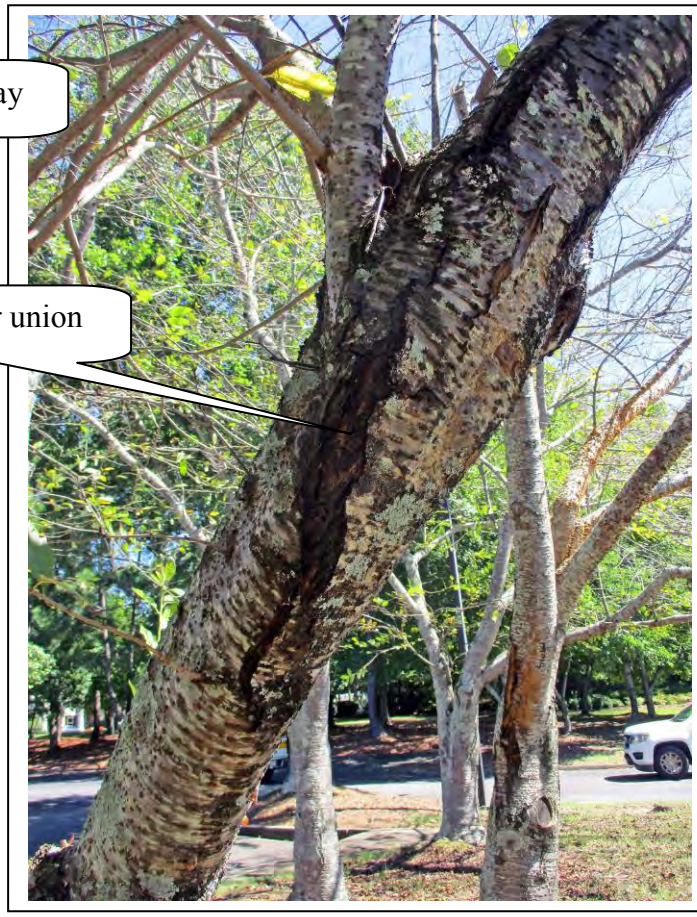
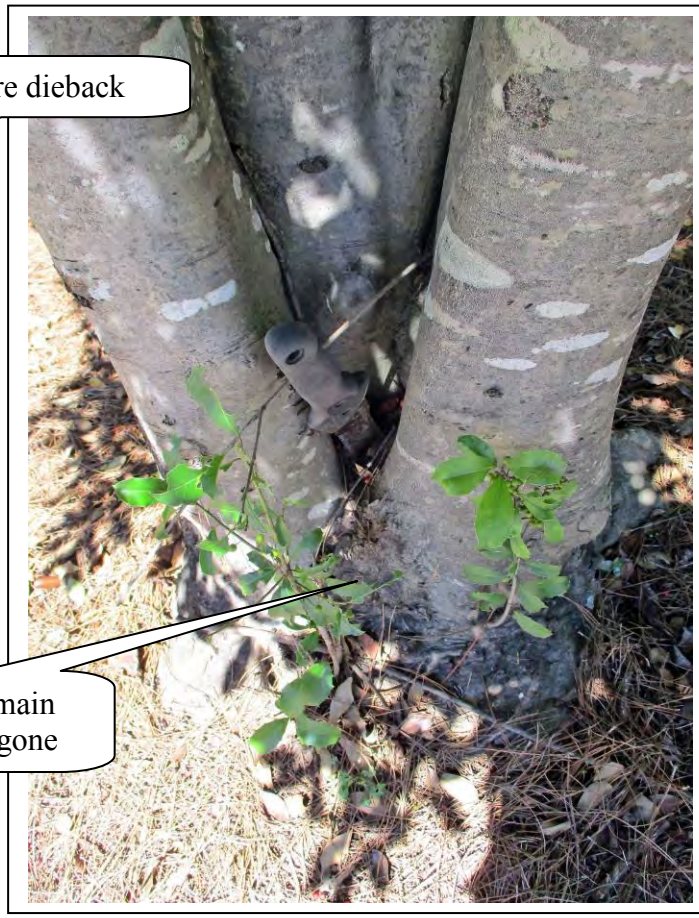


Photo 66



Photo 67



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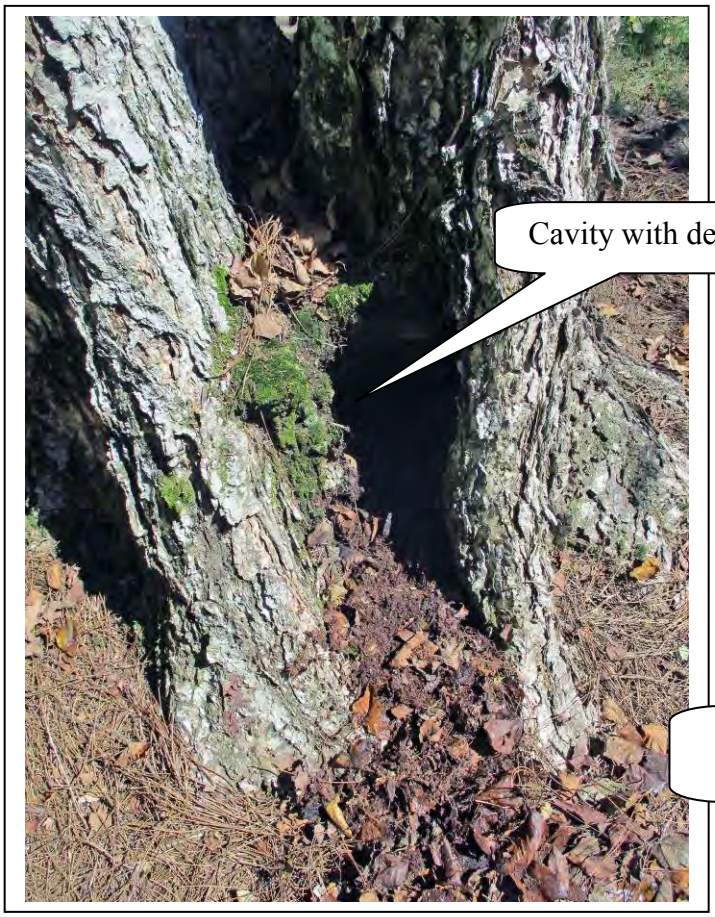
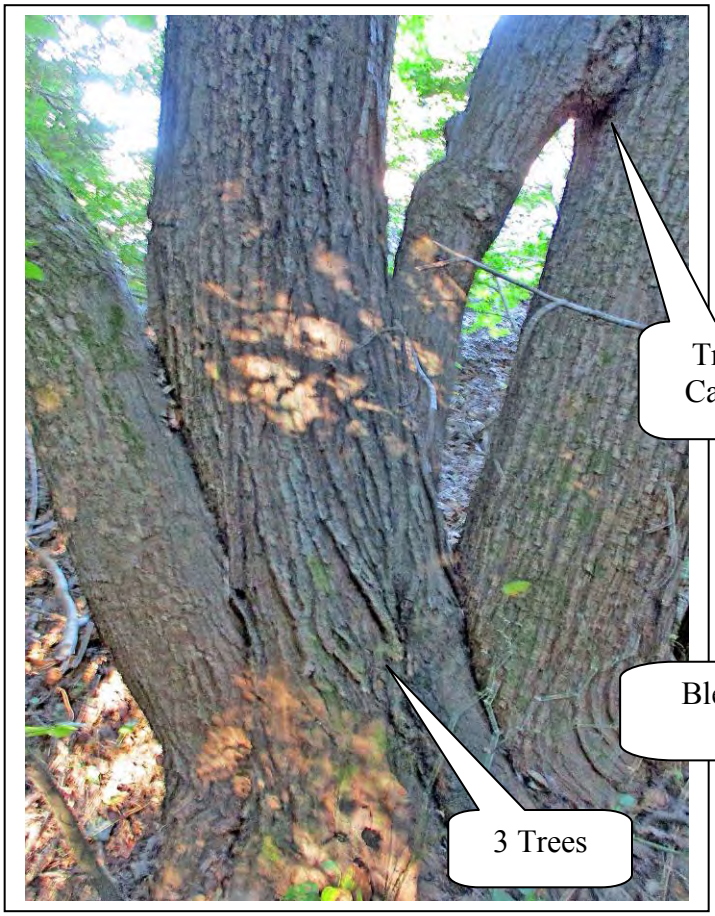


Photo 69



Photo 70



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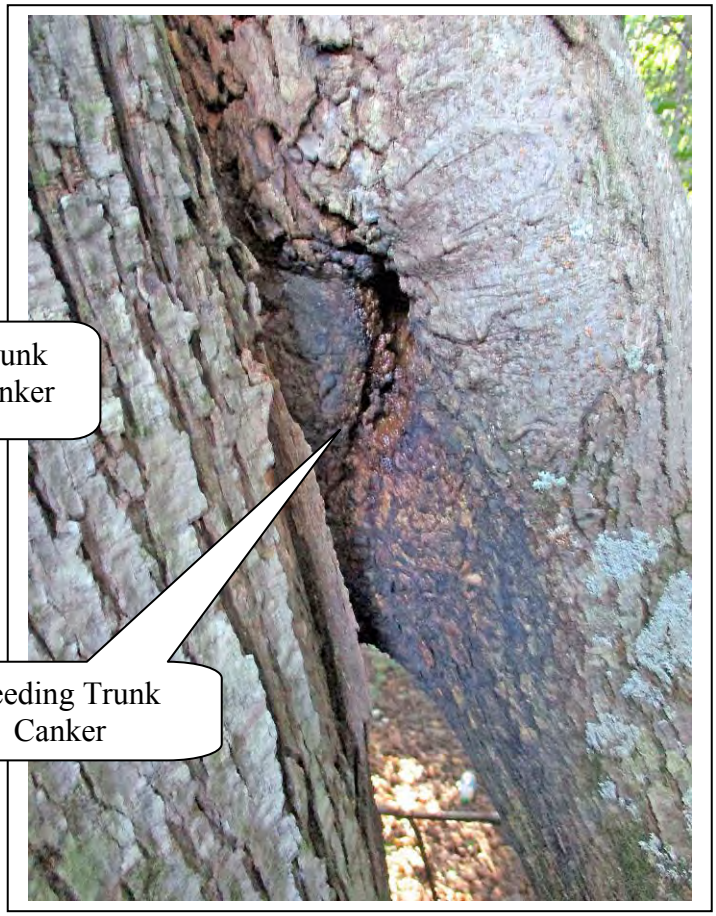

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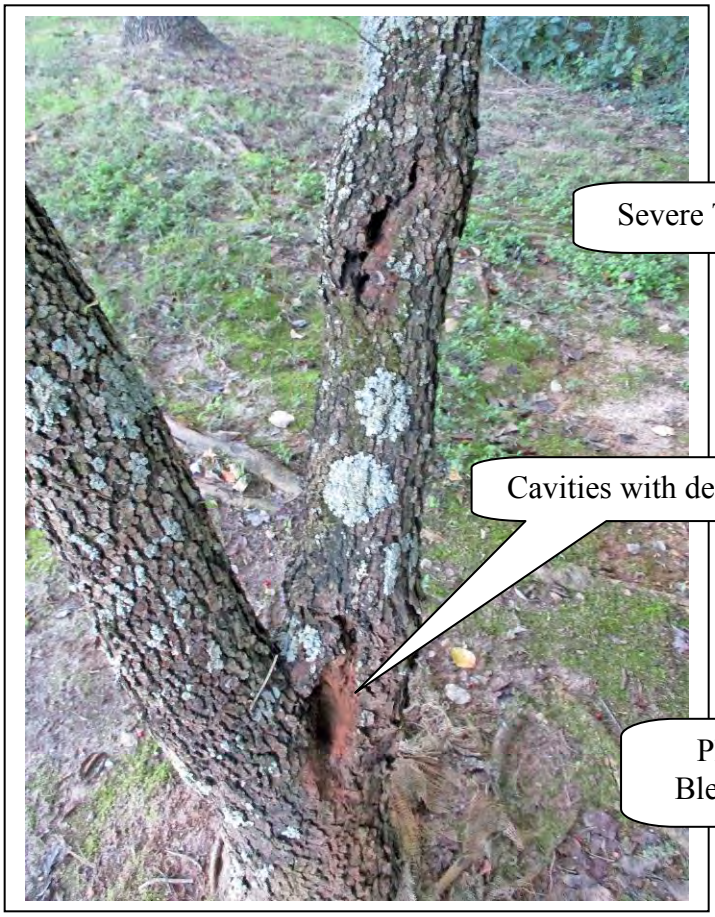

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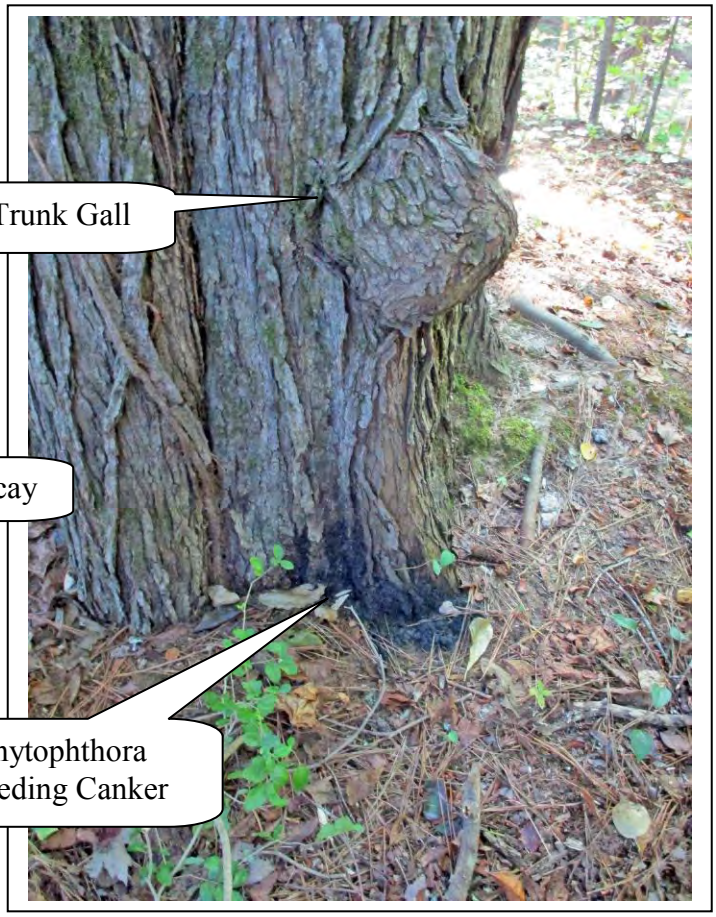

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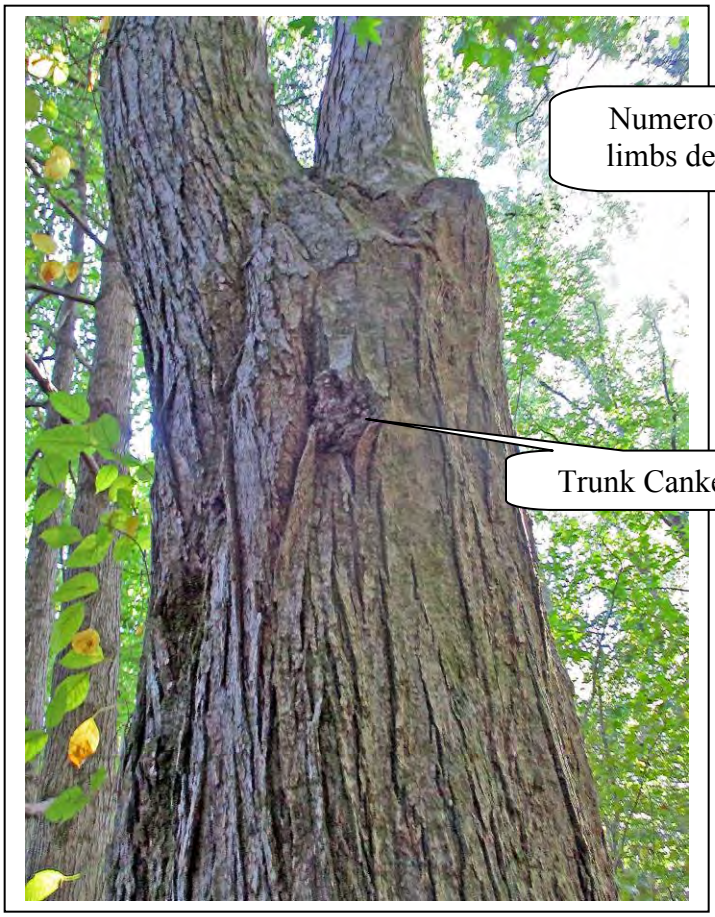

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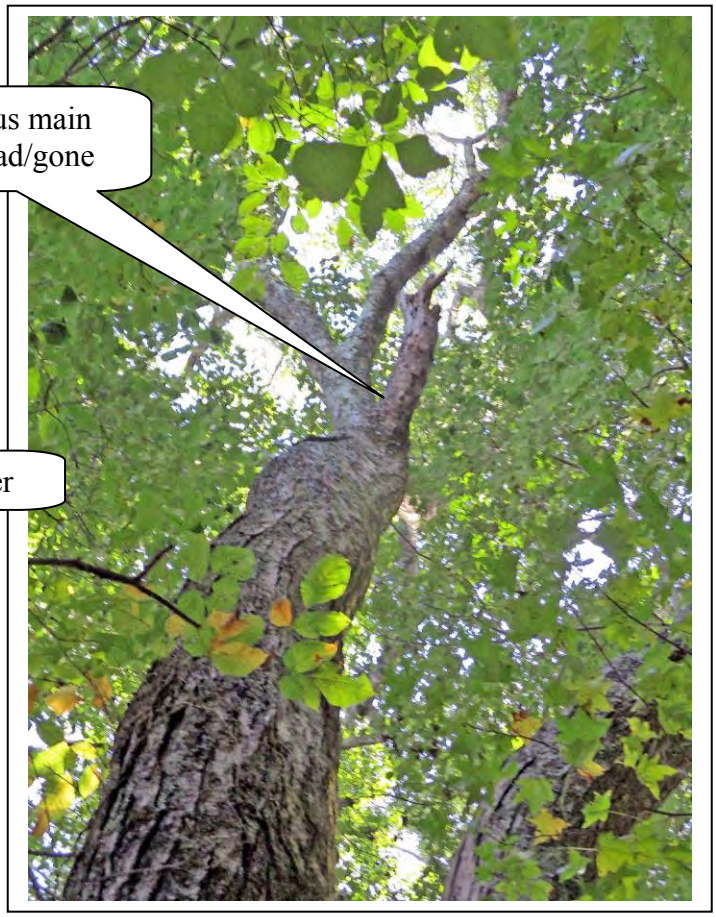

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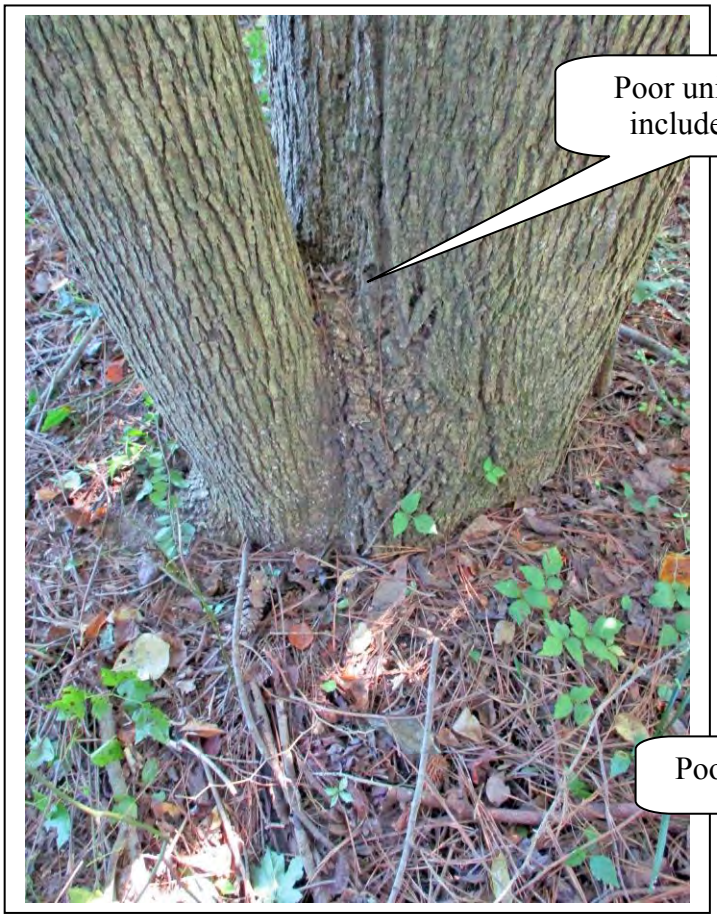
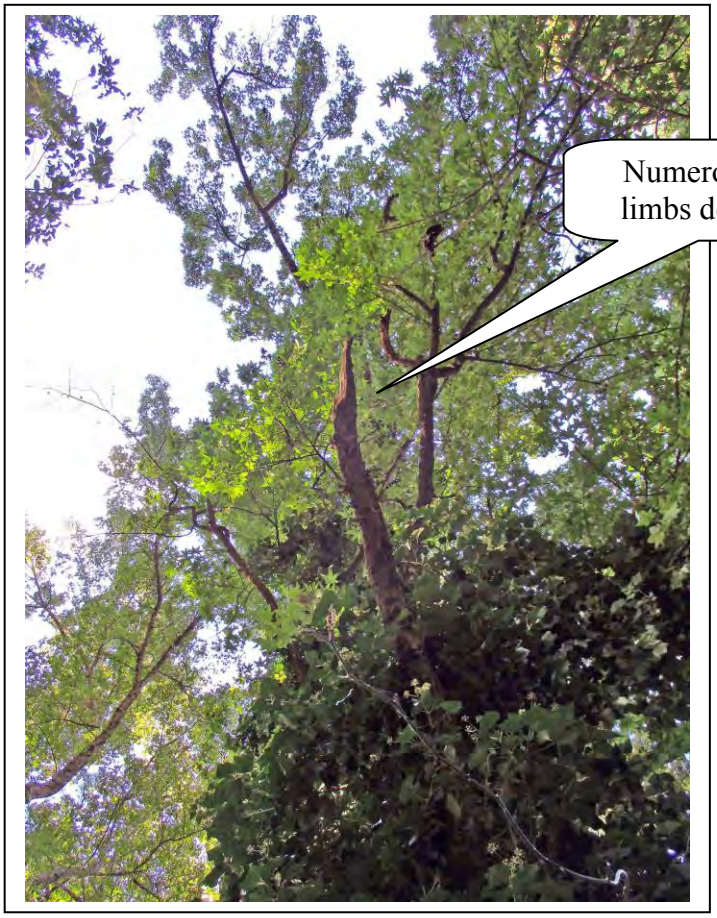


Photo 77



Photo 78



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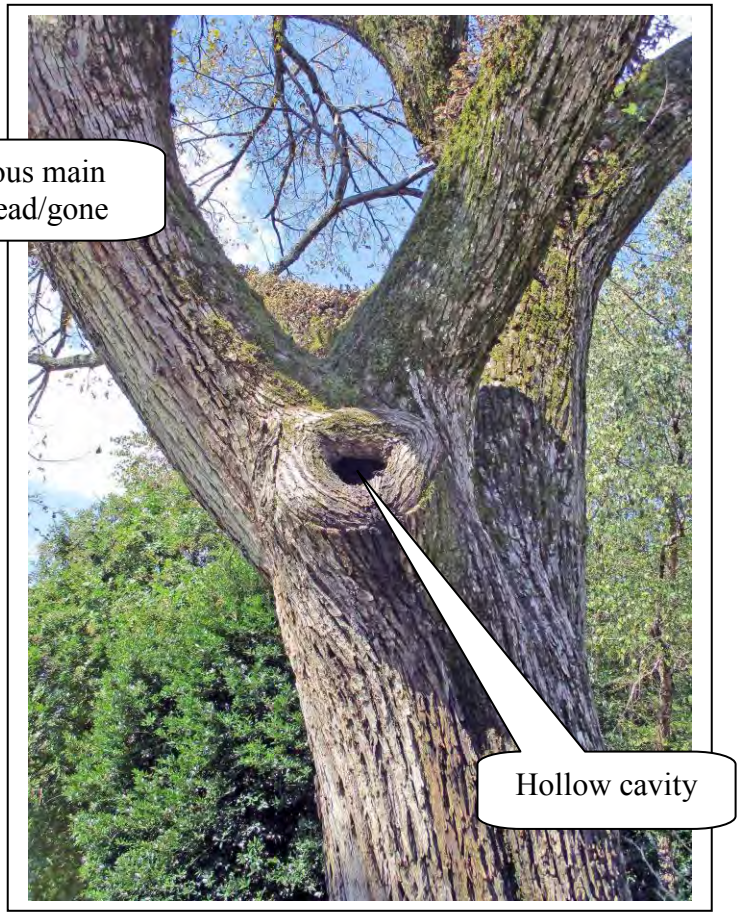

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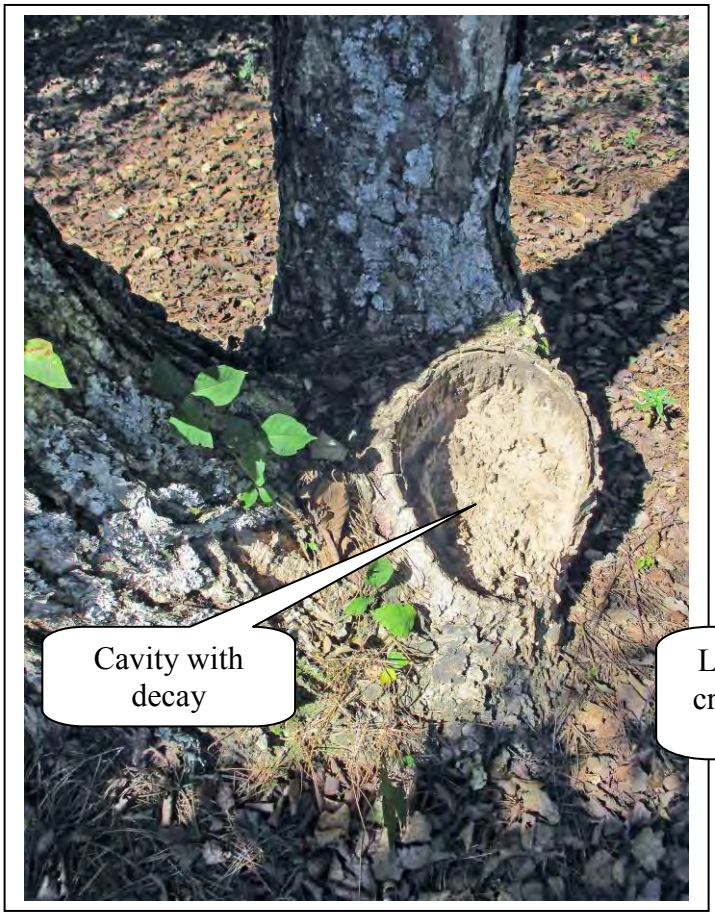

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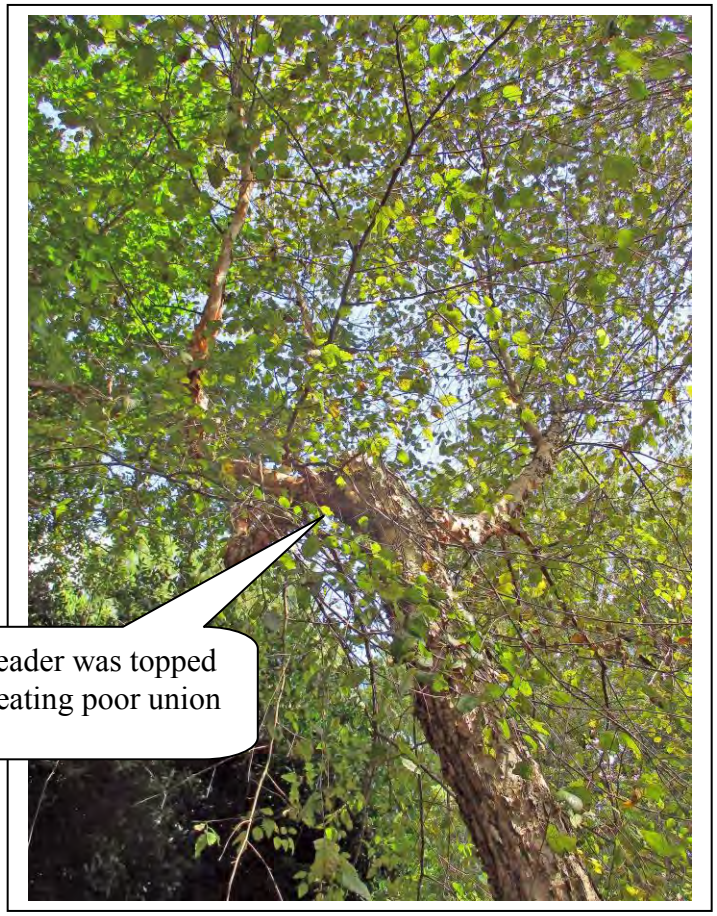
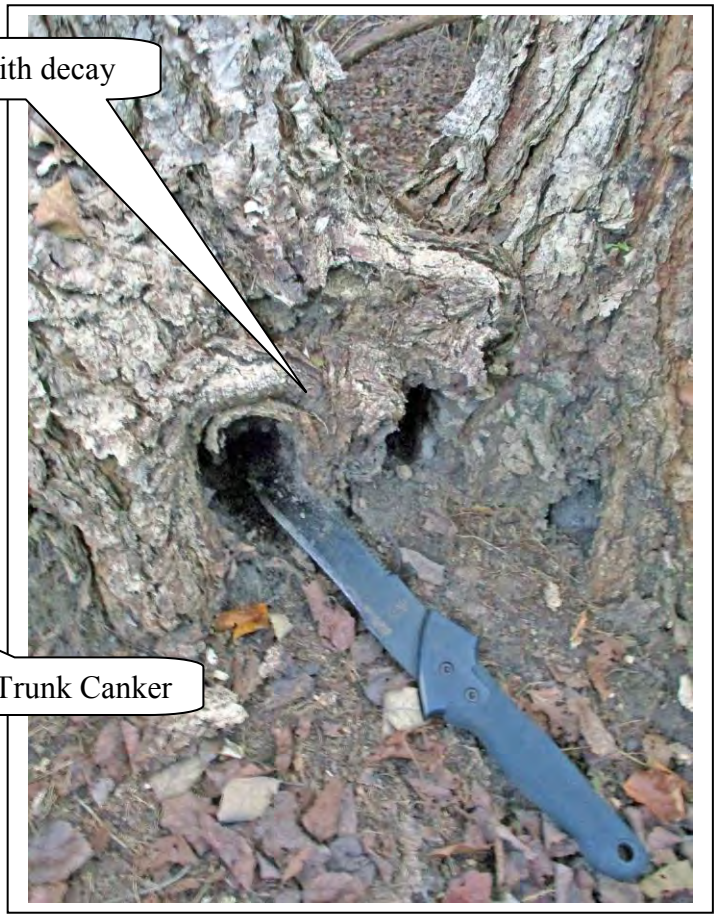


Photo 82



Photo 83



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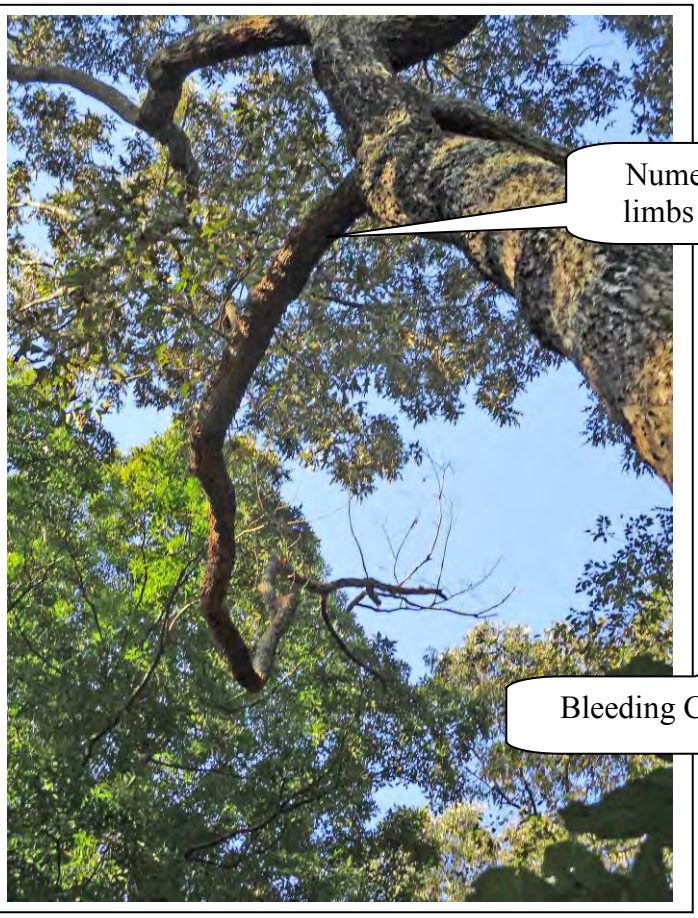
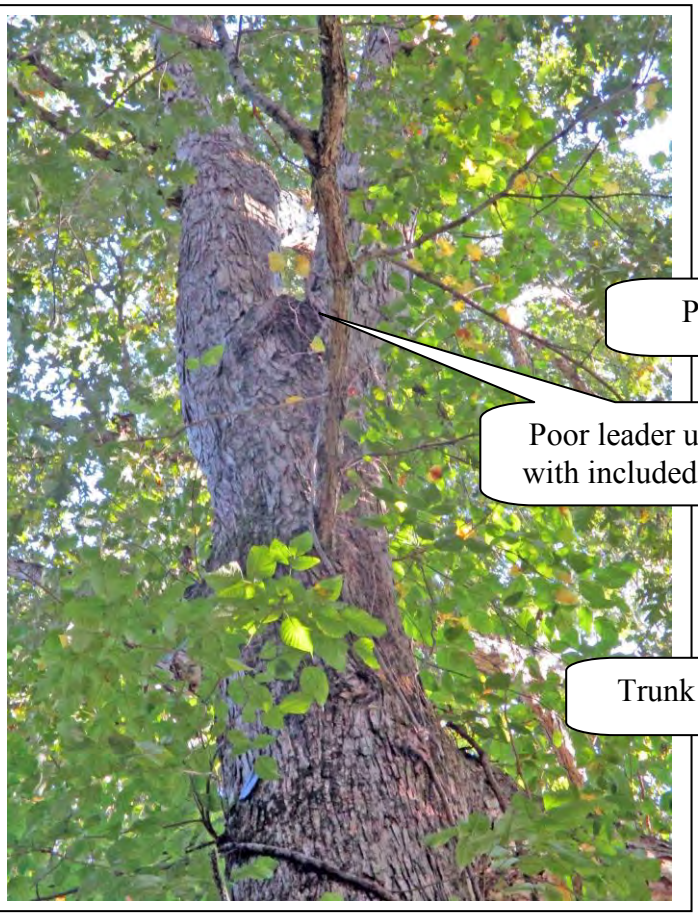


Photo 85



Photo 86



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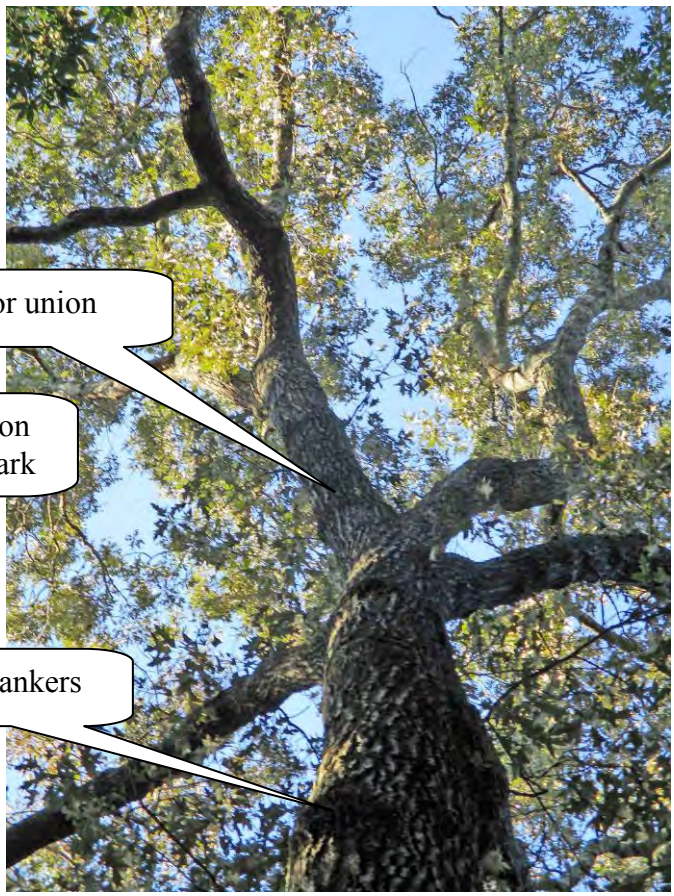

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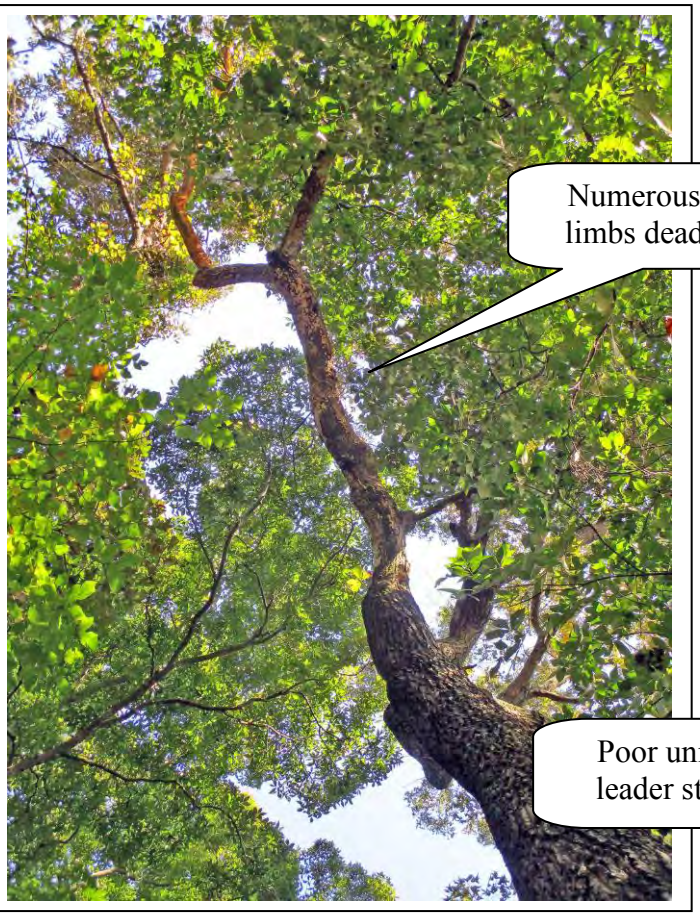
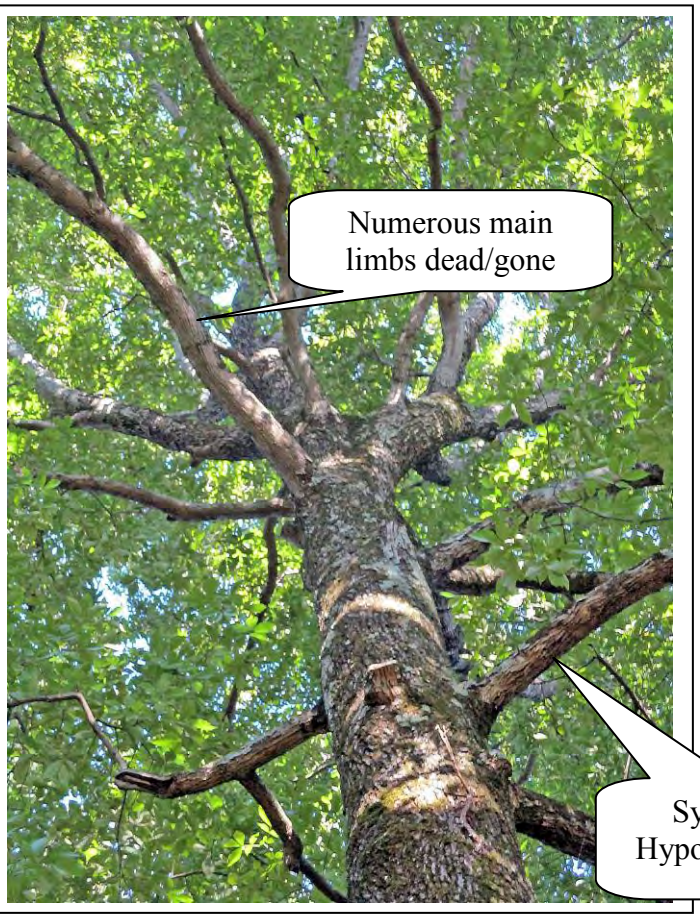


Photo 89



Photo 90



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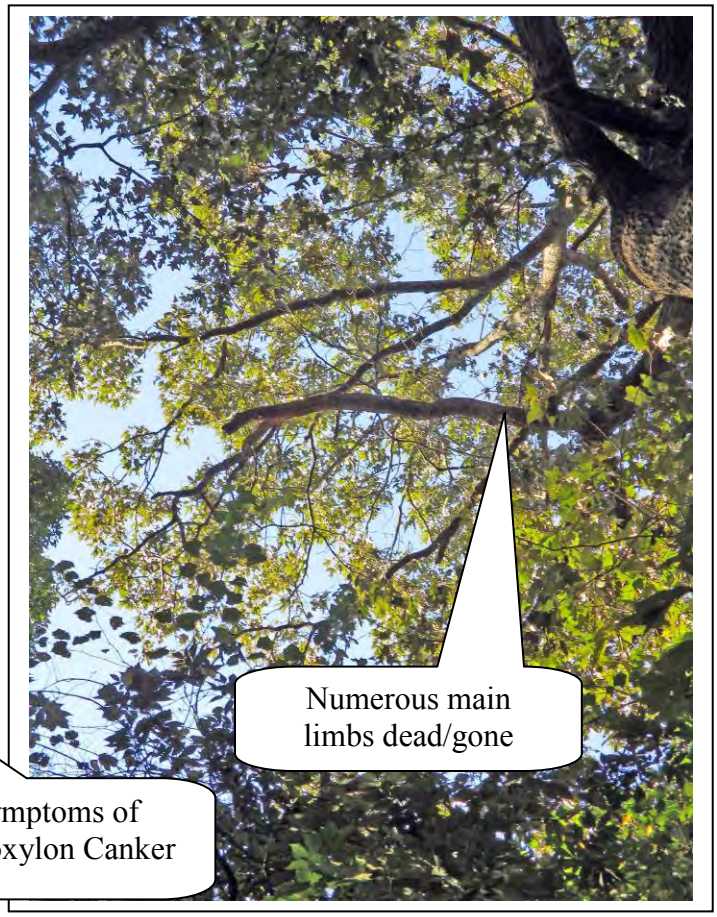

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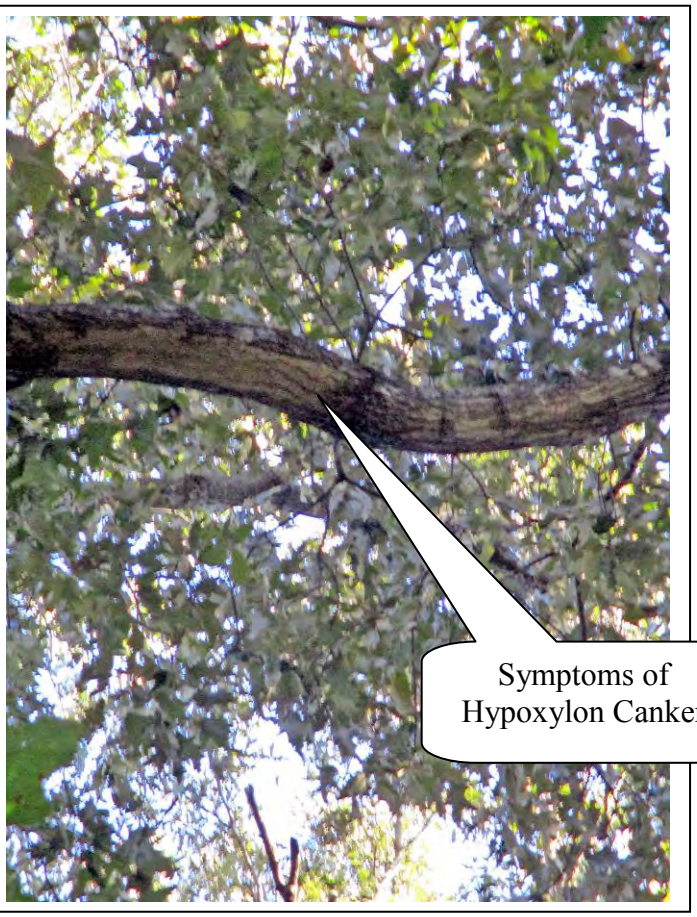

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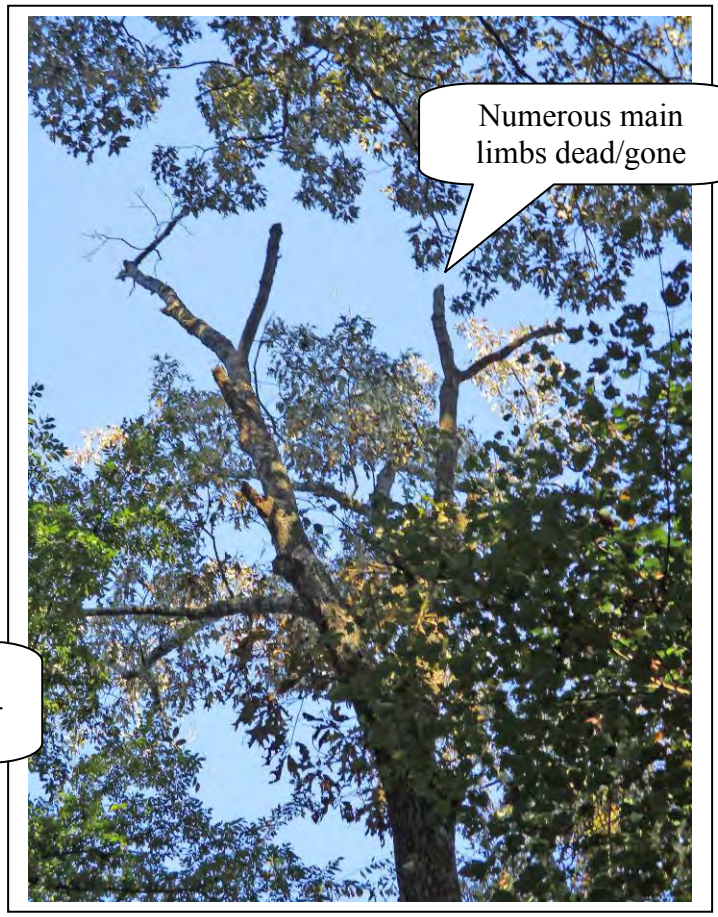

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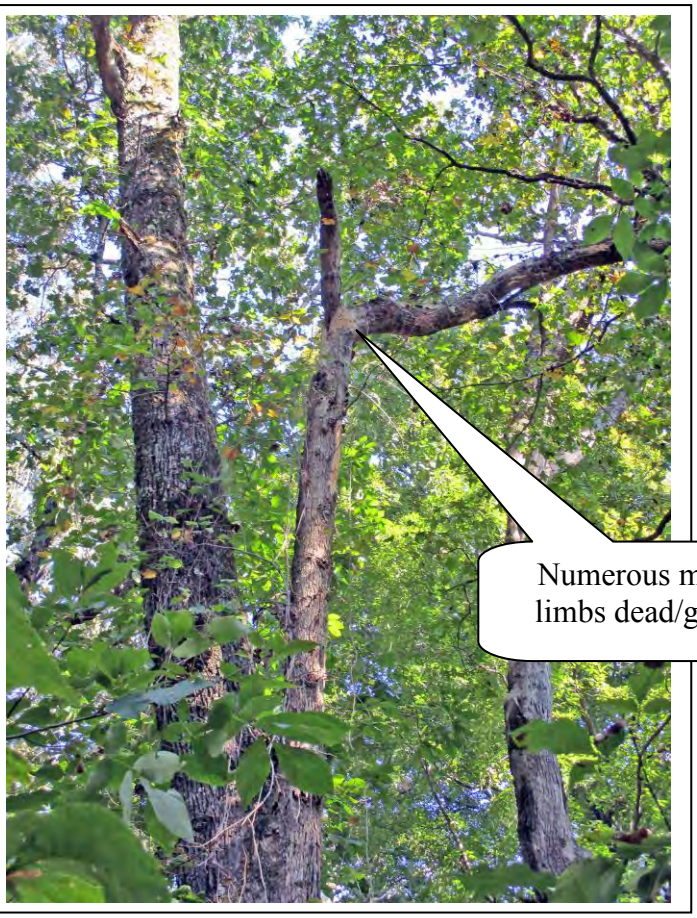

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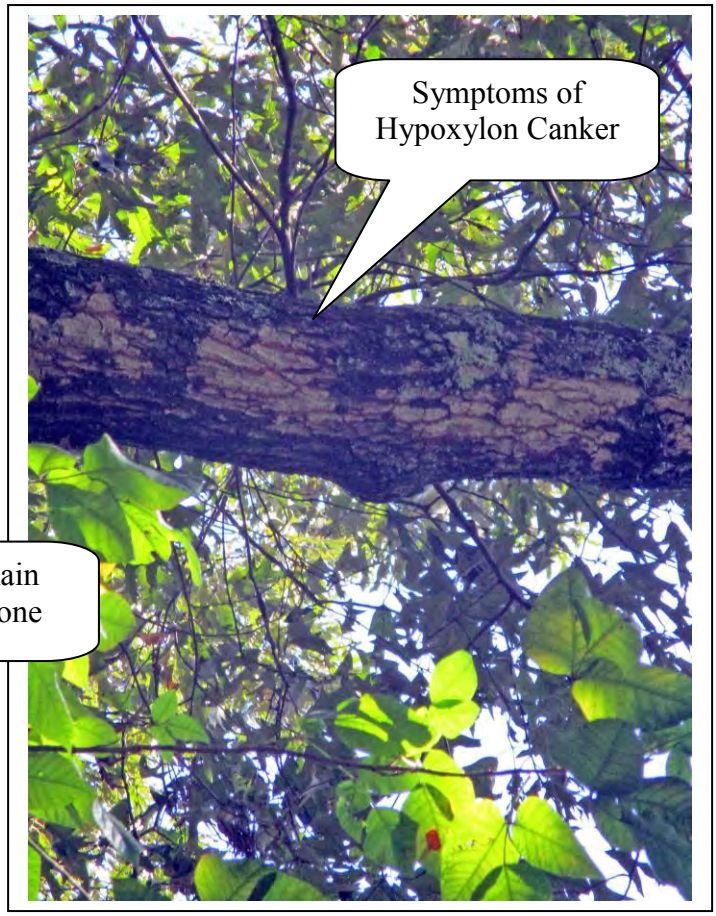

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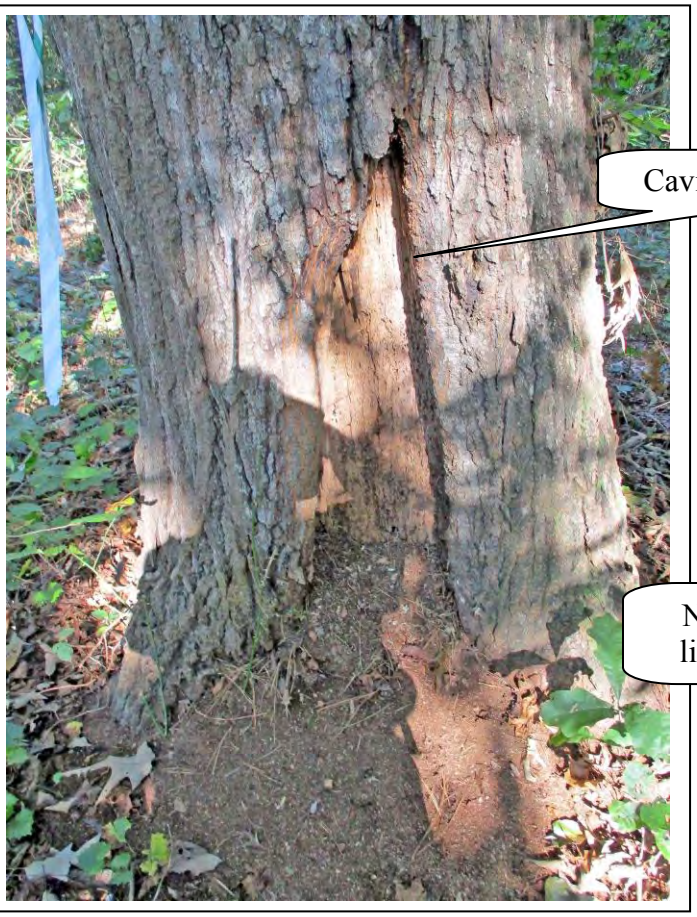

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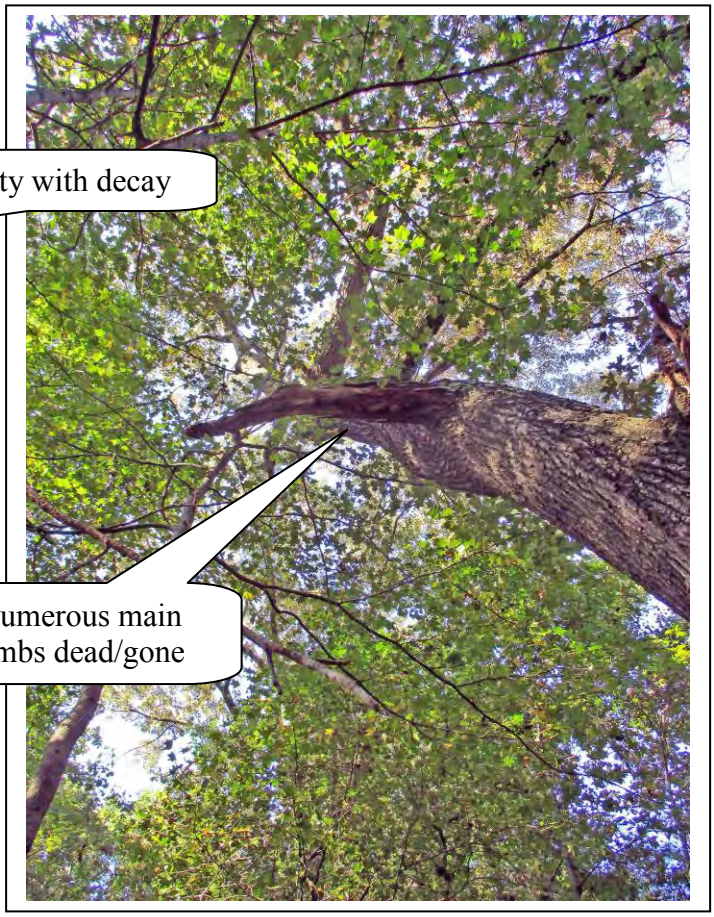

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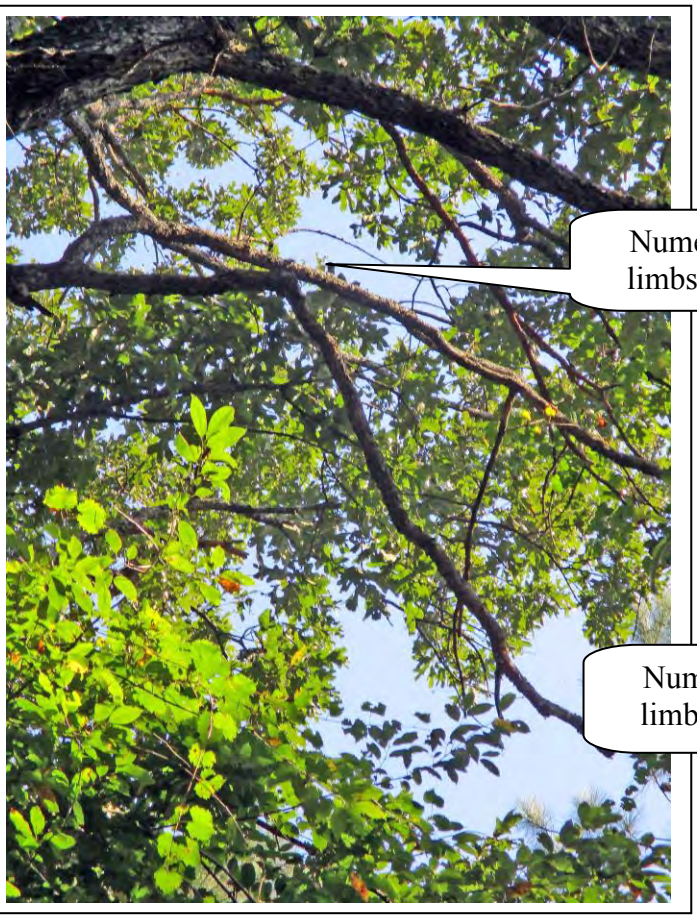

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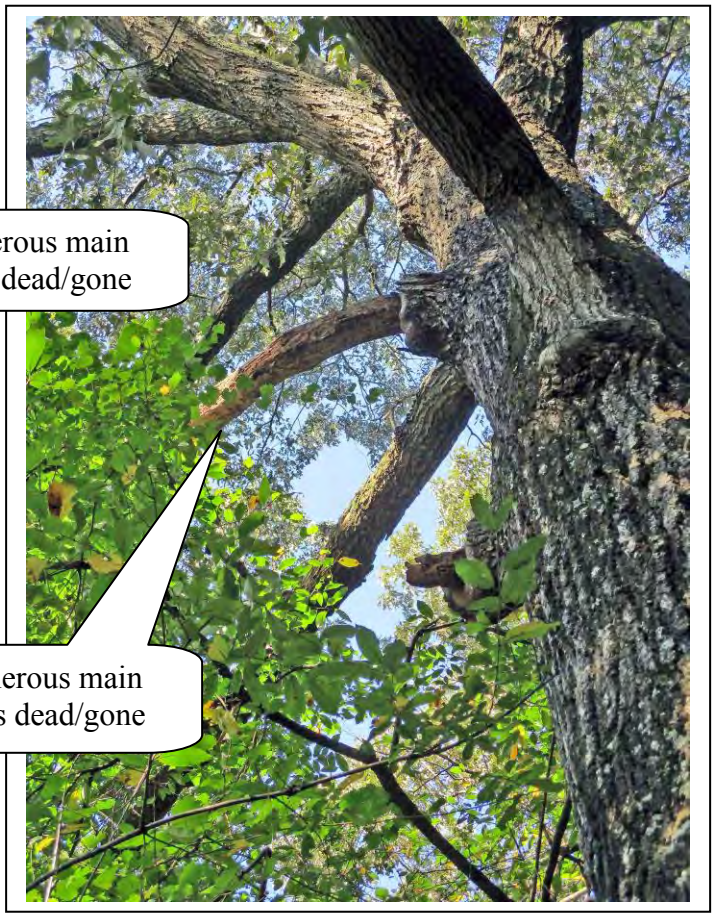

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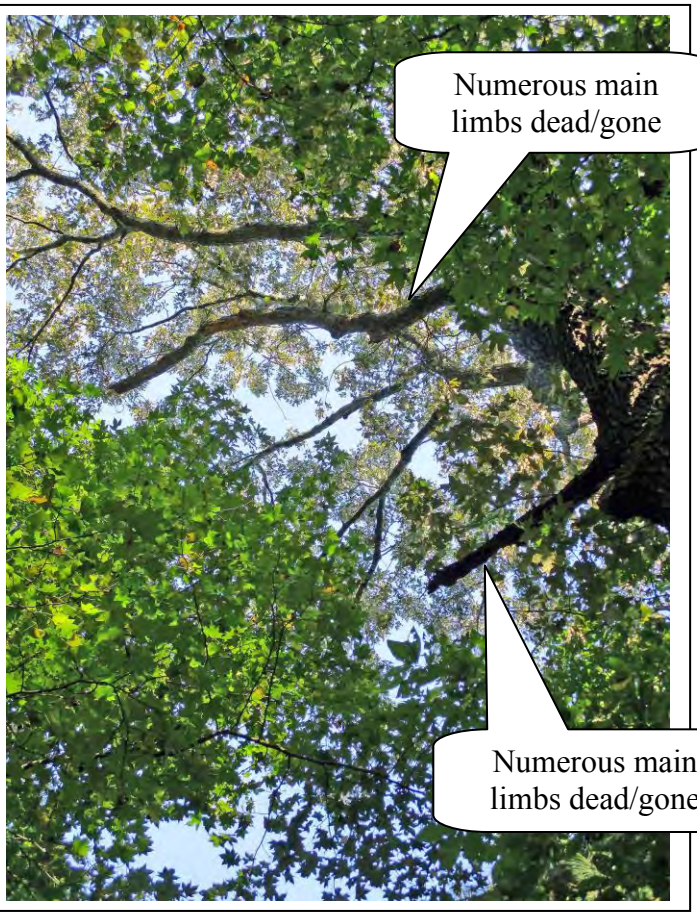

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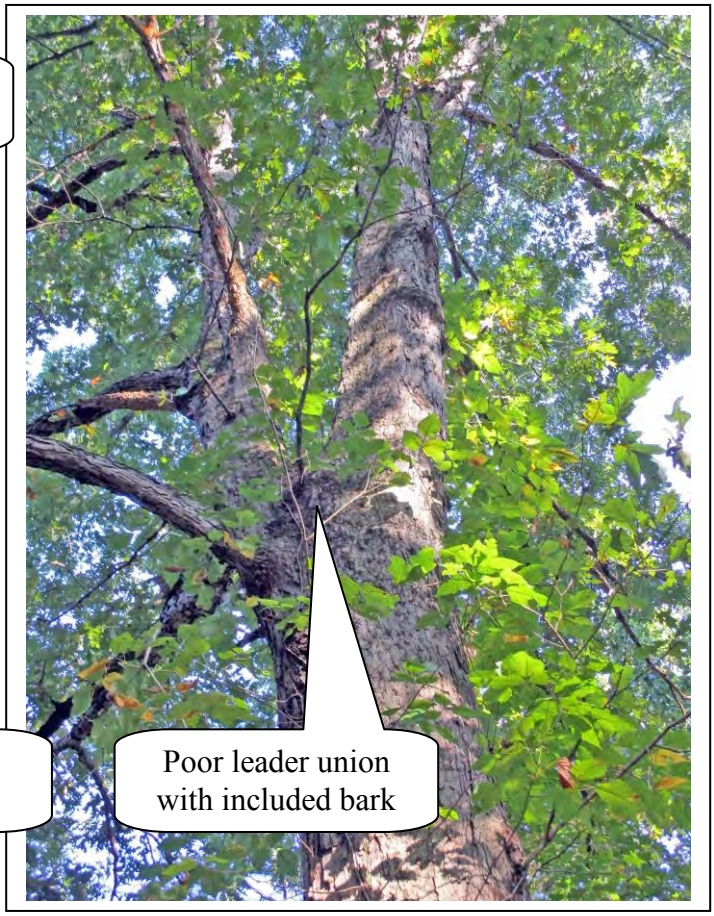

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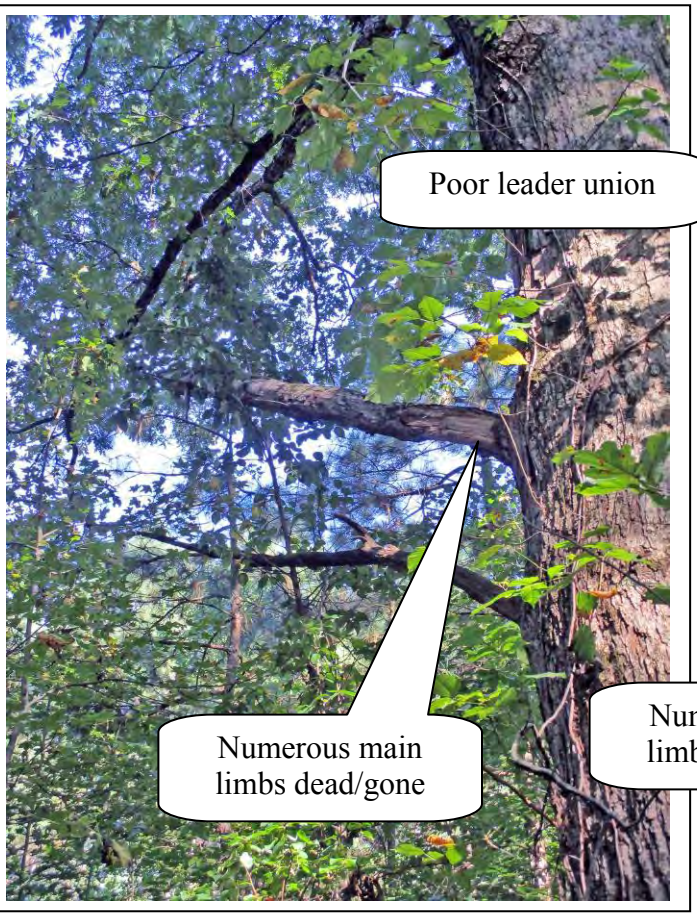

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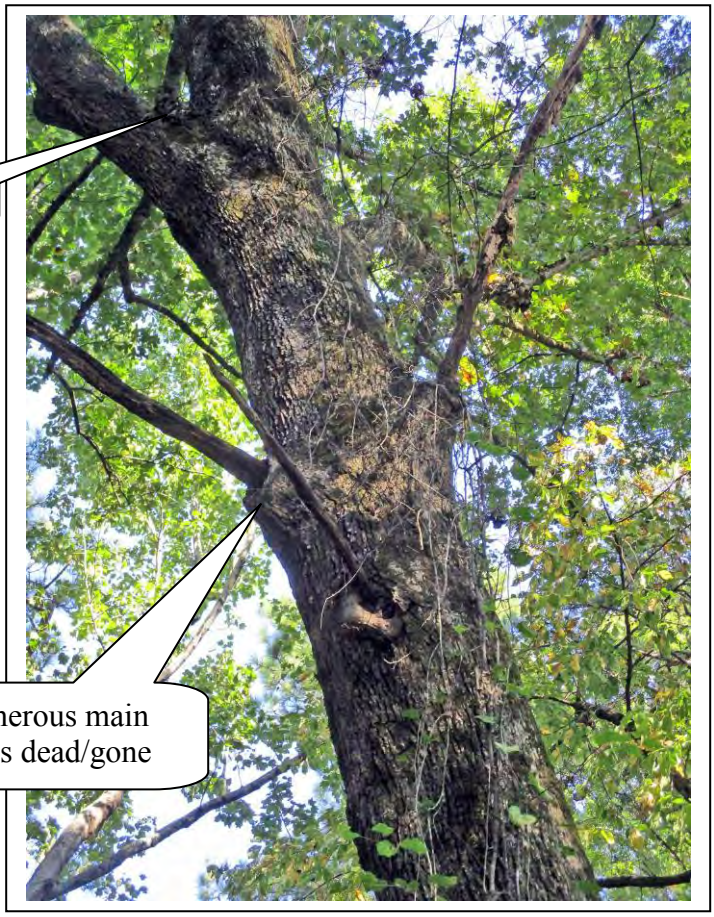
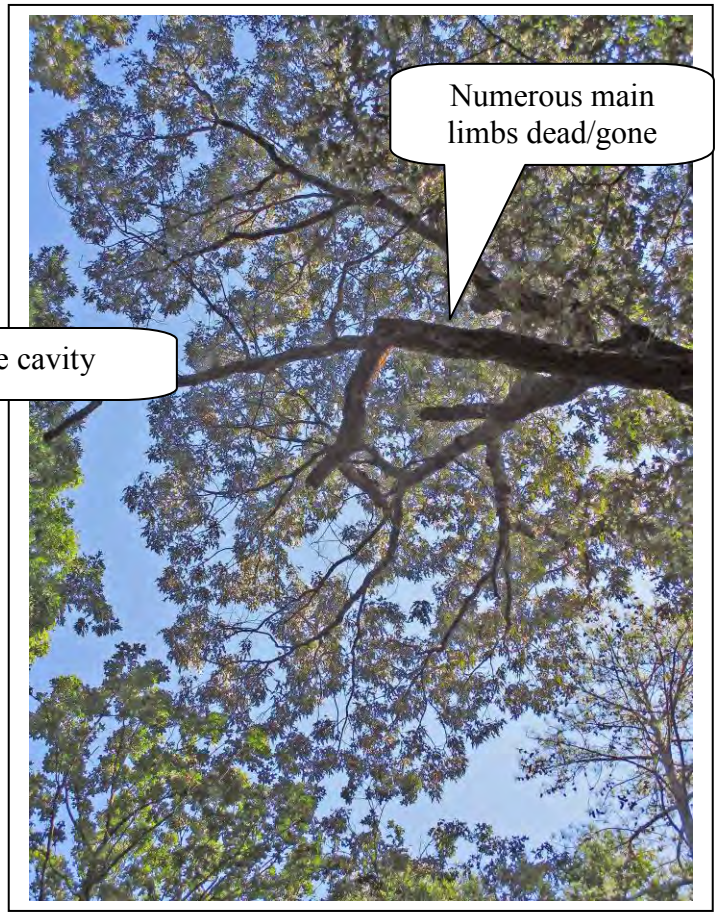


Photo 104



Photo 105



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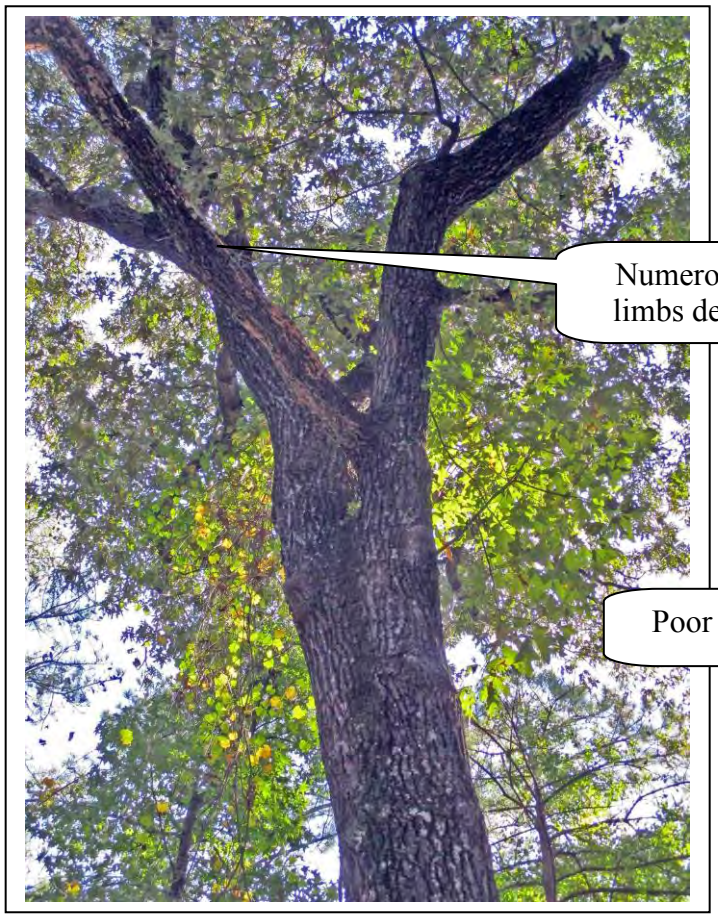

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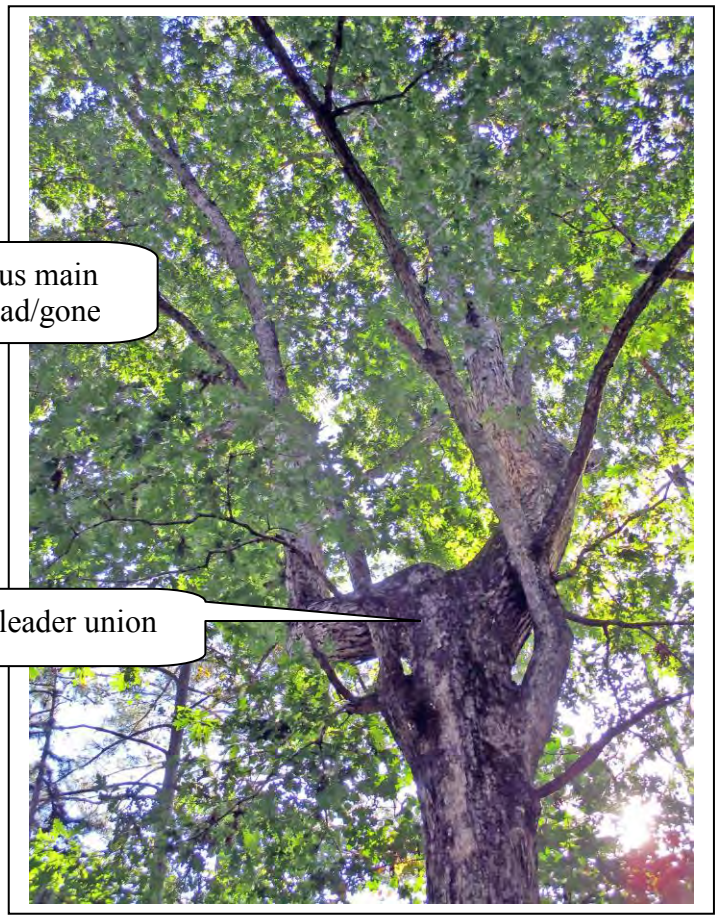

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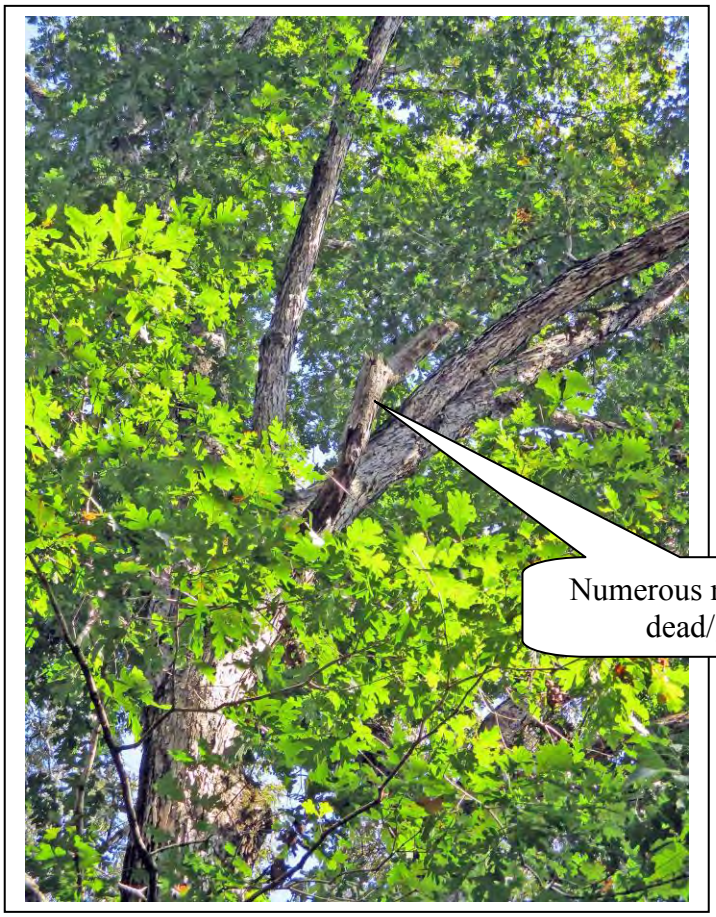

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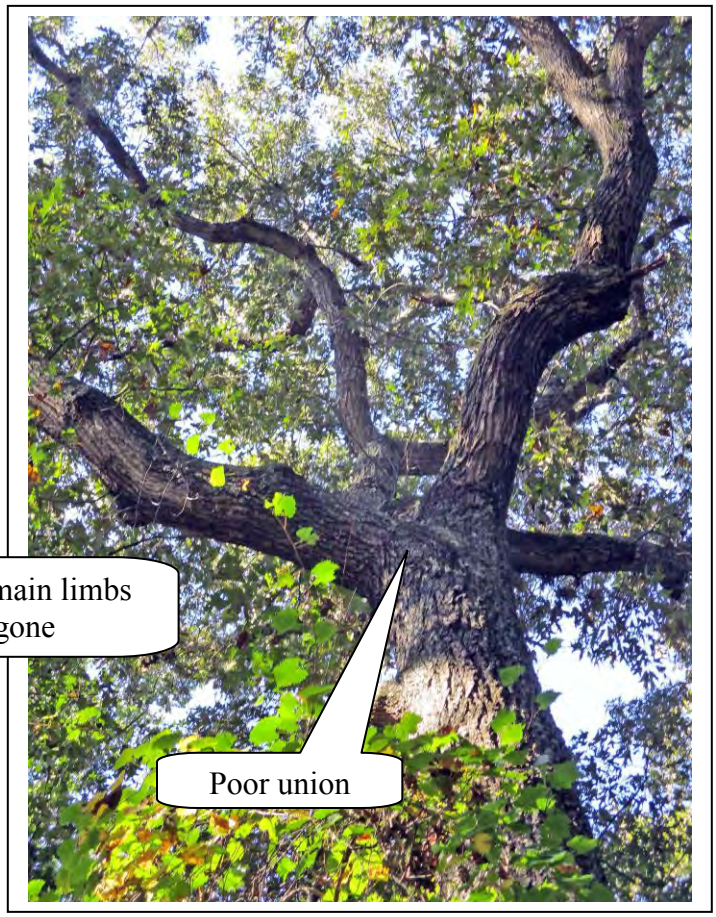

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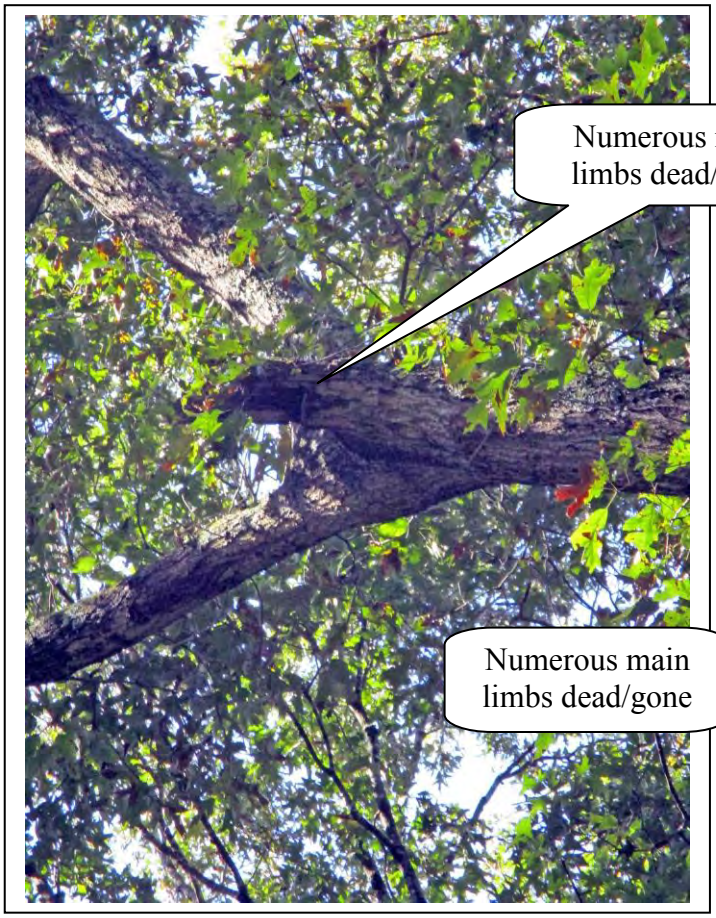


Photo 111



Photo 112

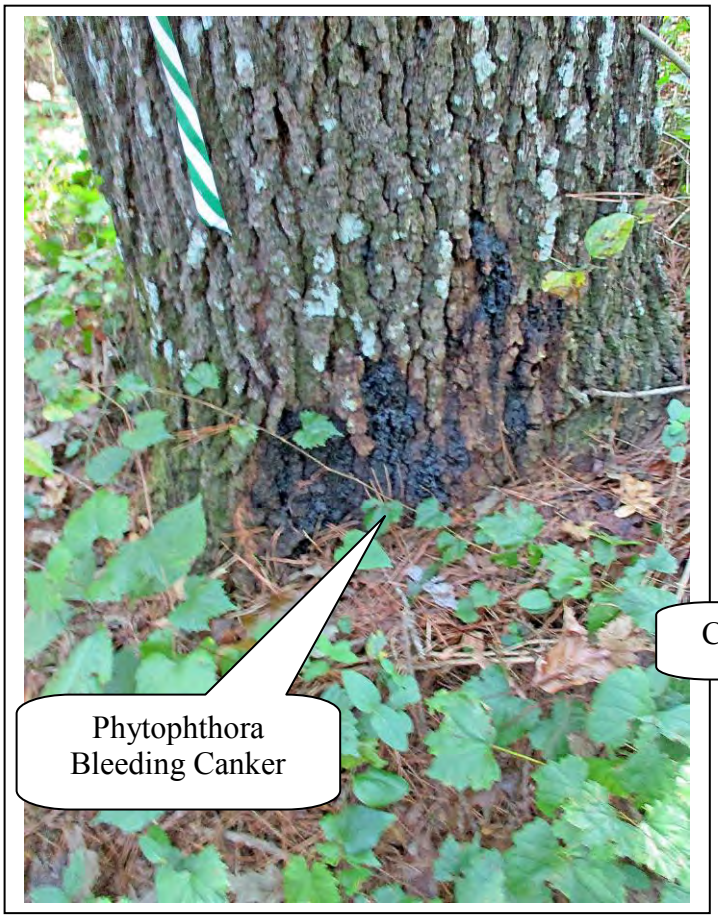


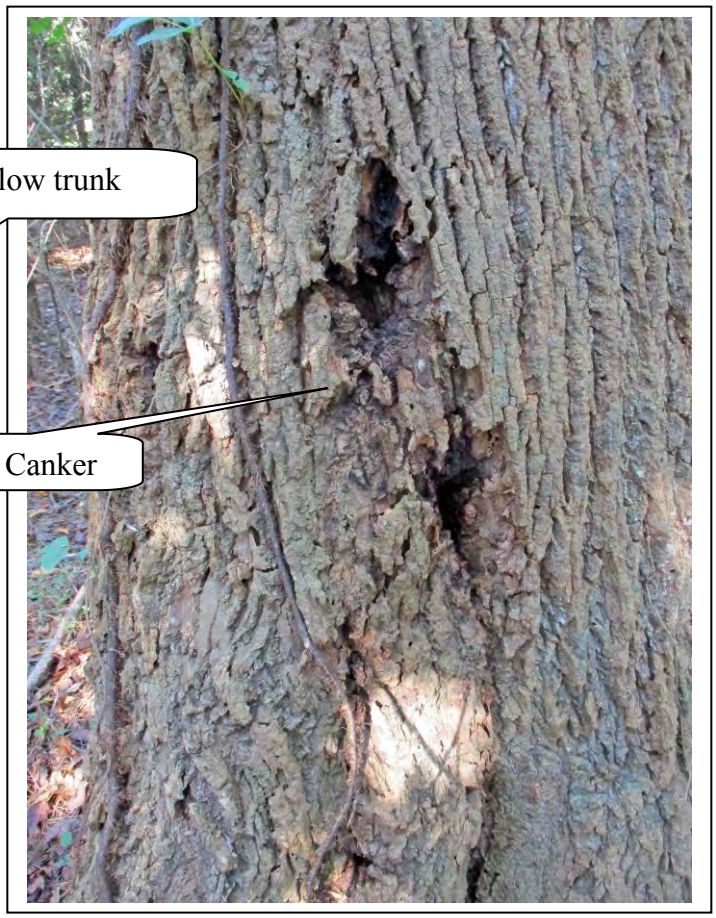
Photo 113



Photo 114



Photo 115



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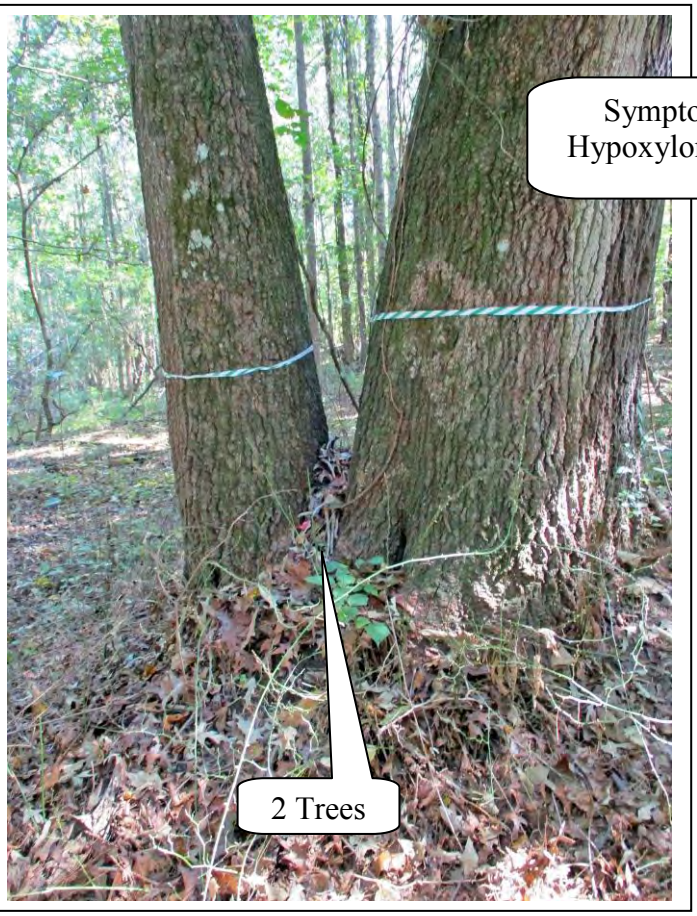

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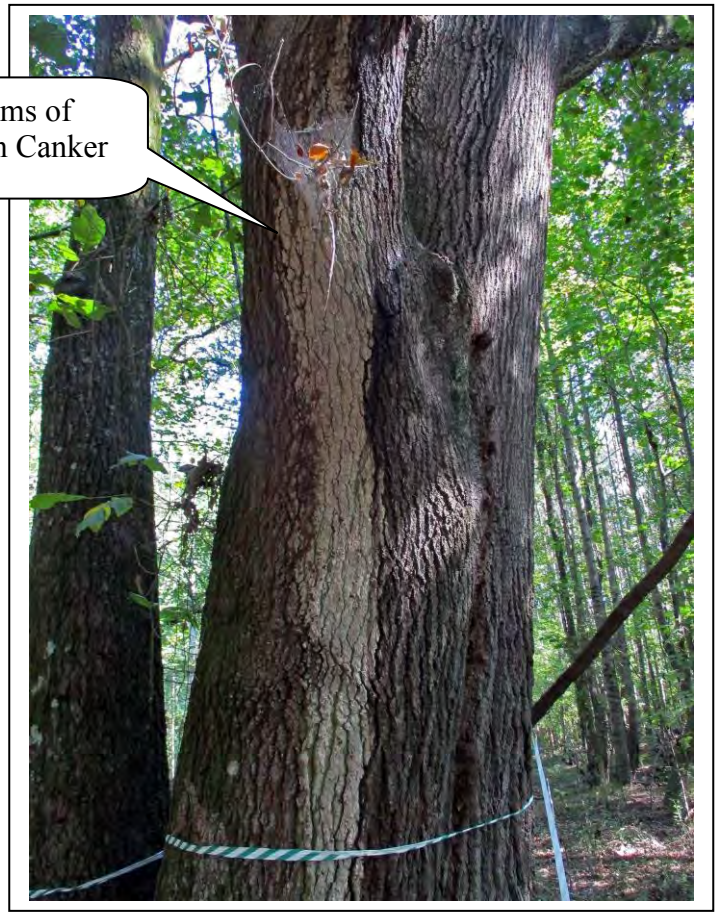

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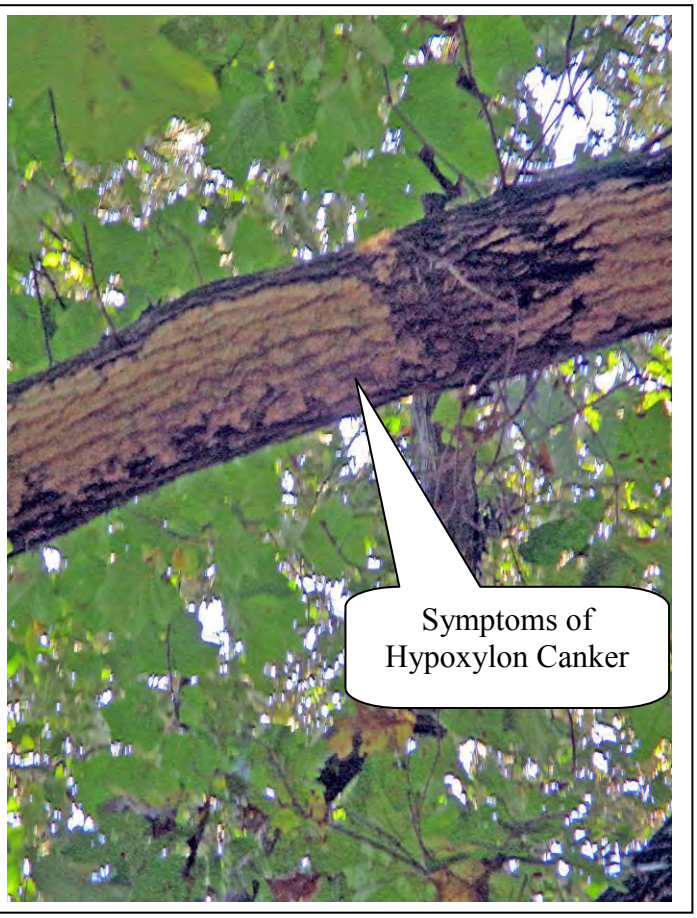

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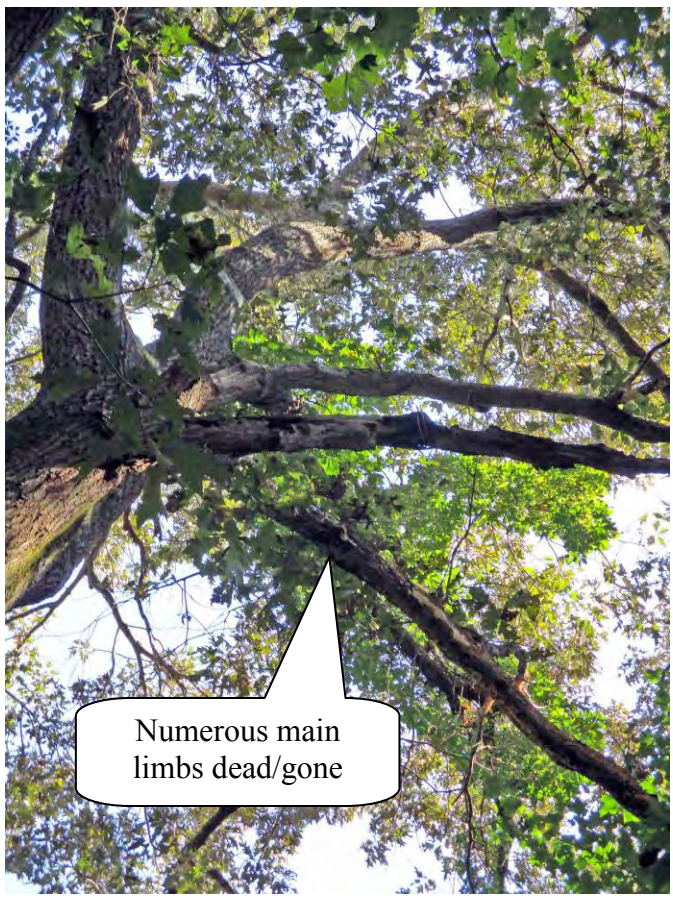

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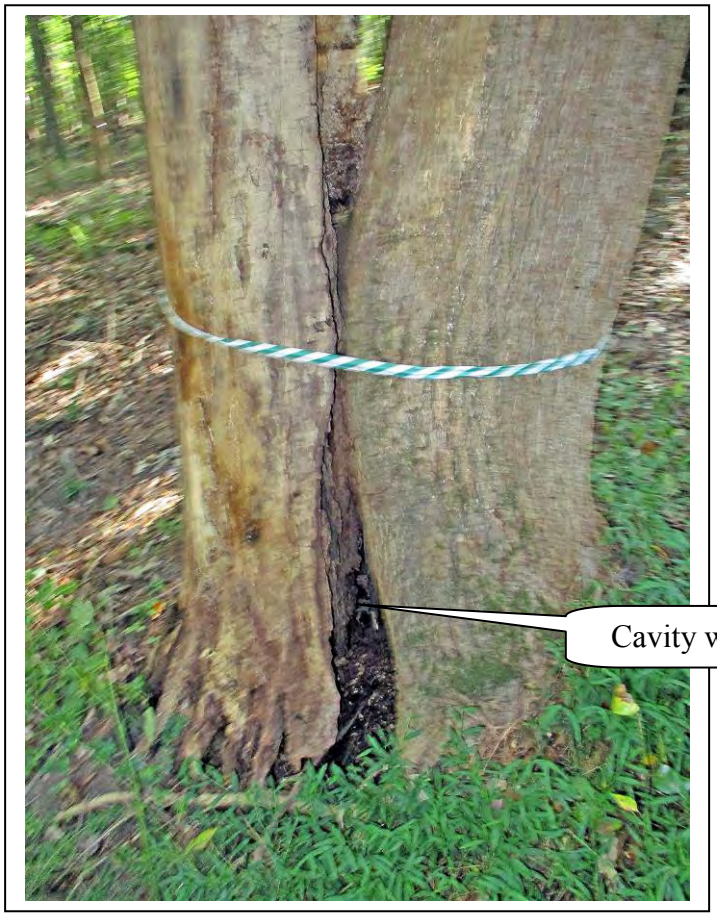

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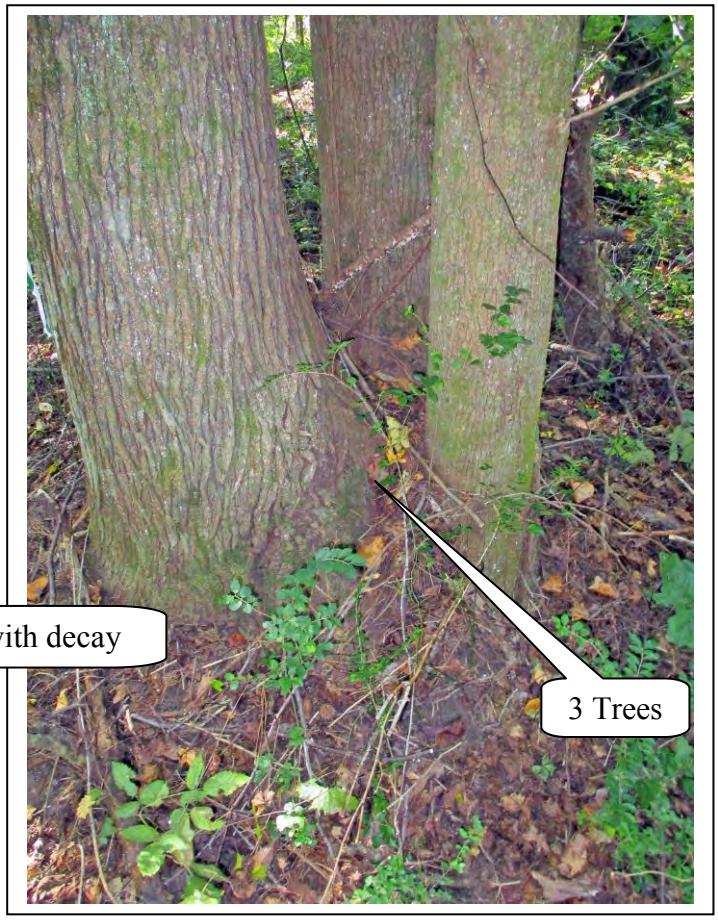

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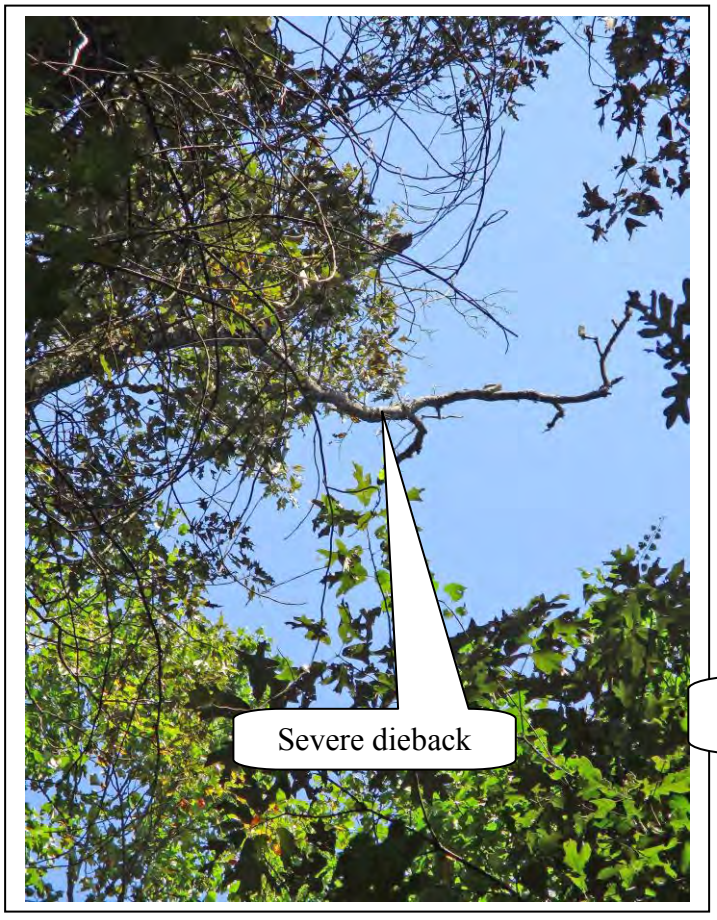

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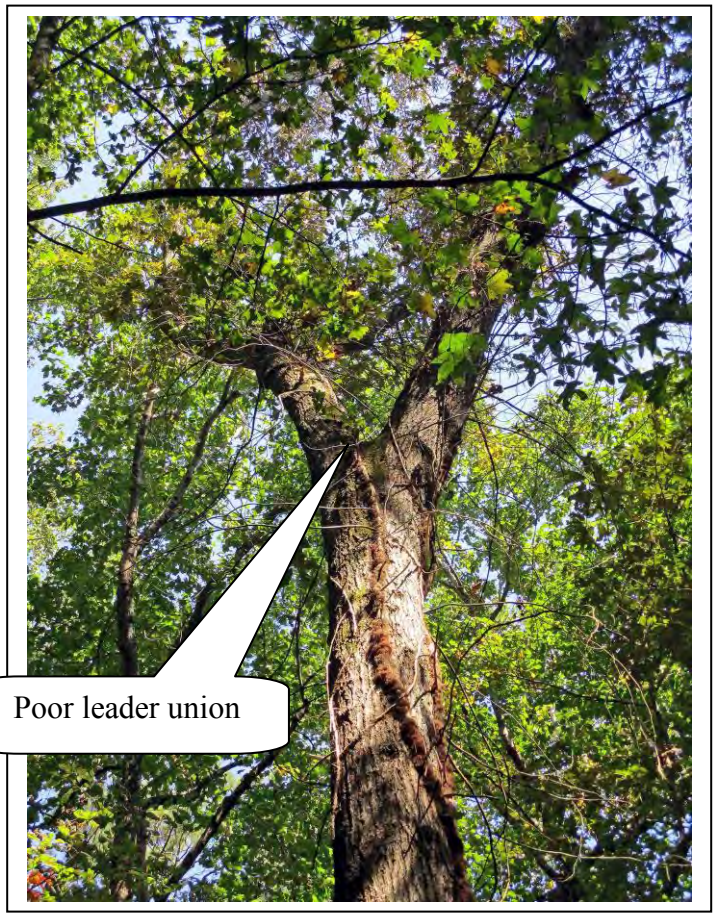


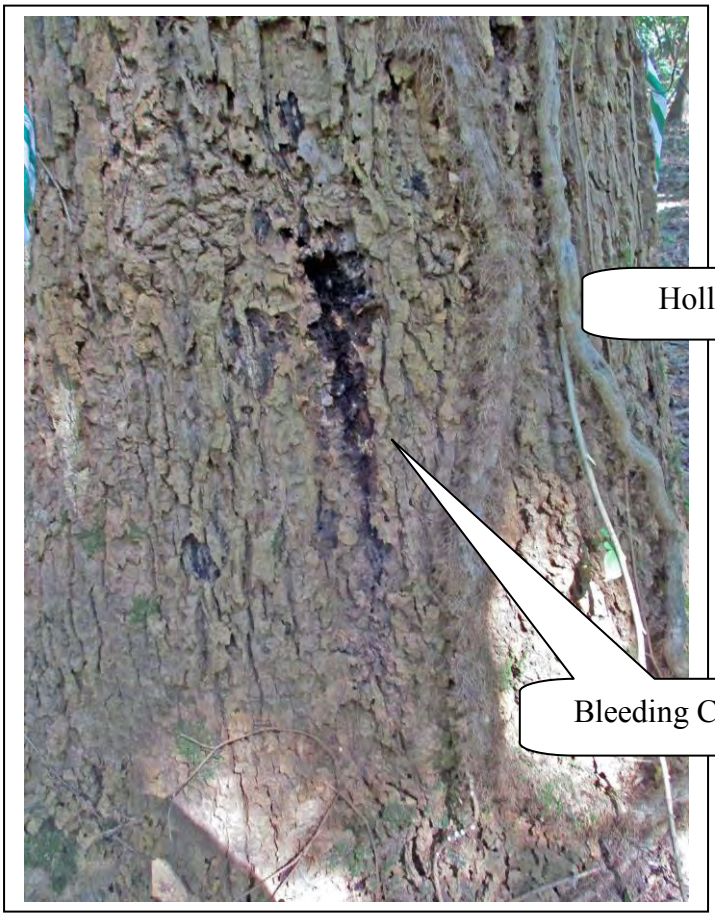
Photo 124



Photo 125



Photo 126



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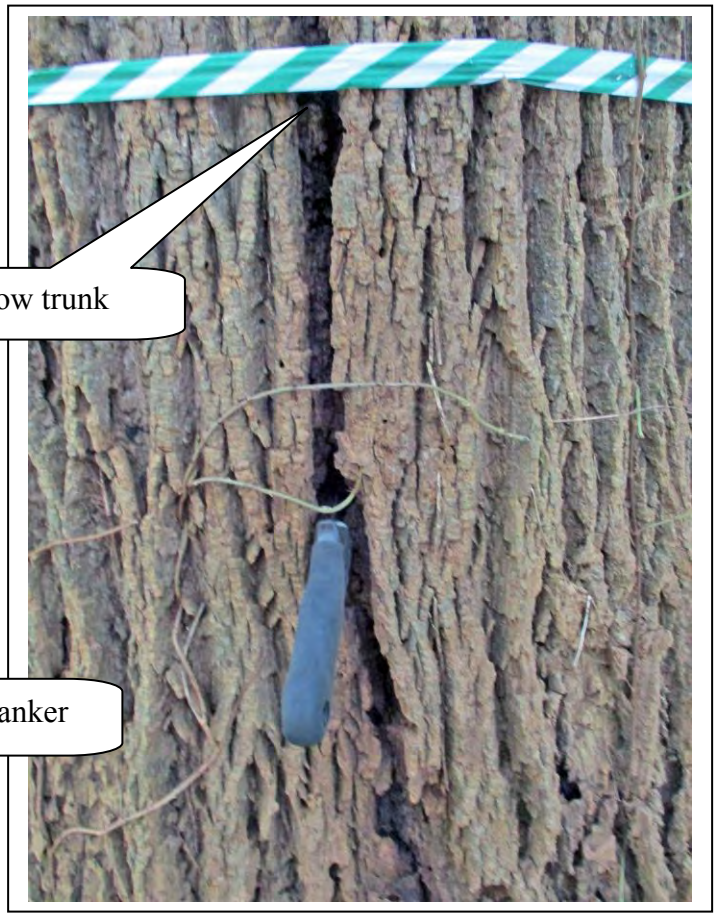

Photo 128



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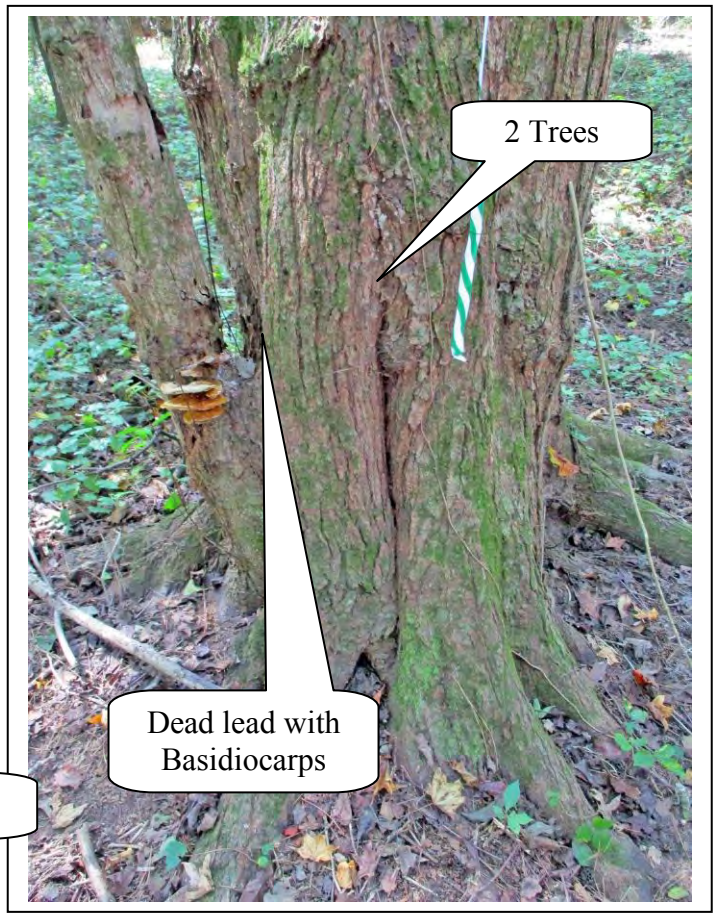

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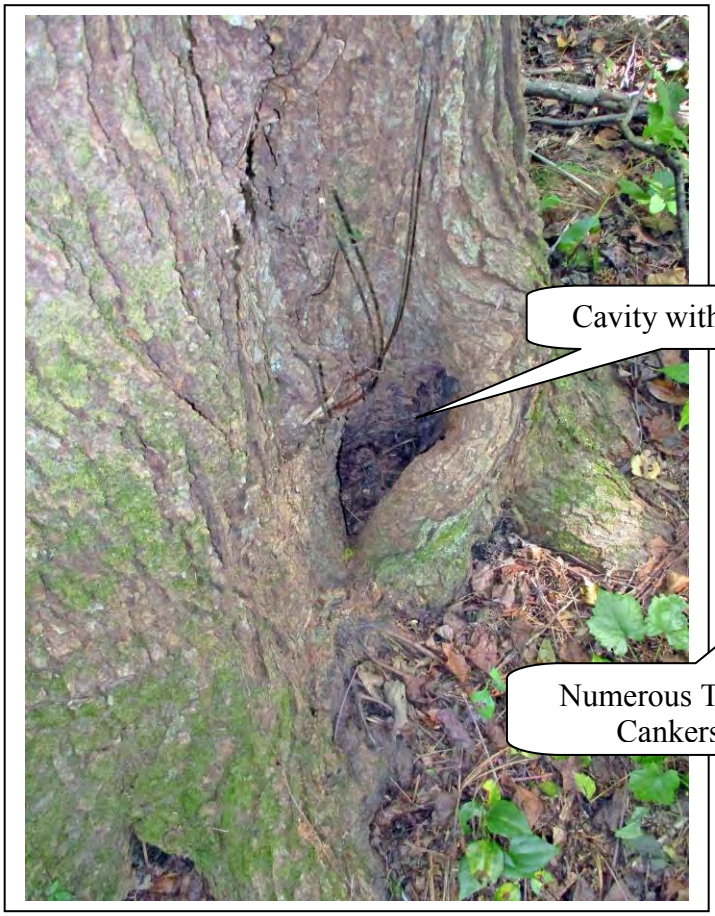

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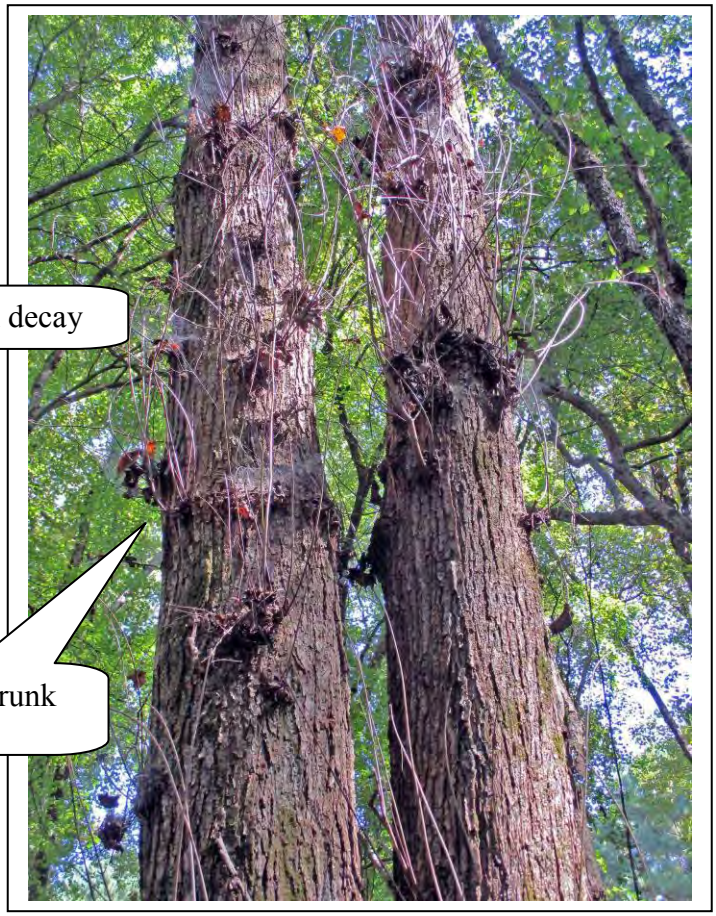

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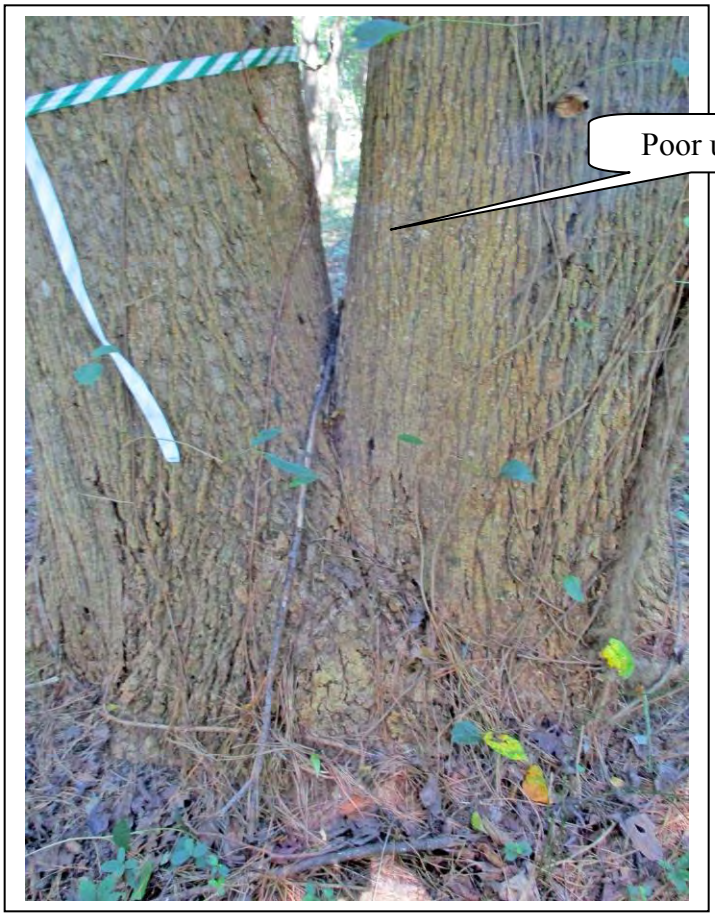

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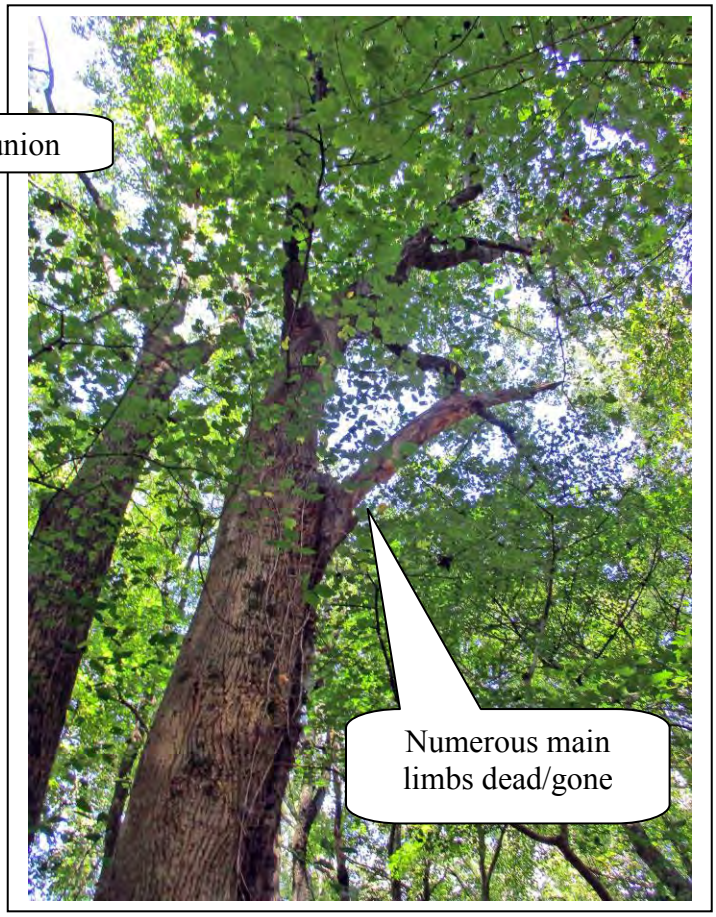

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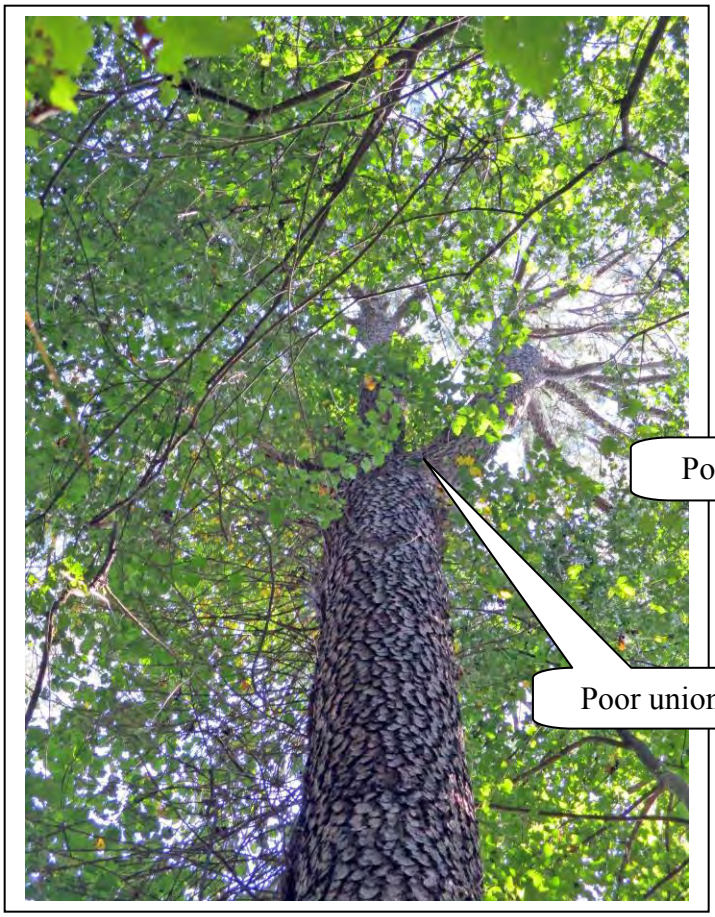

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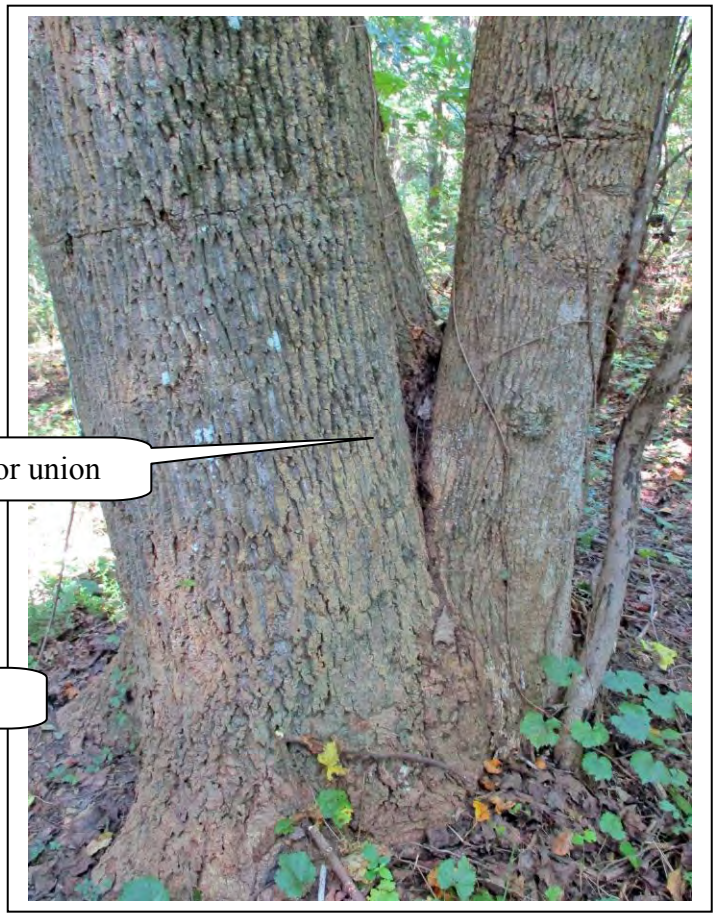

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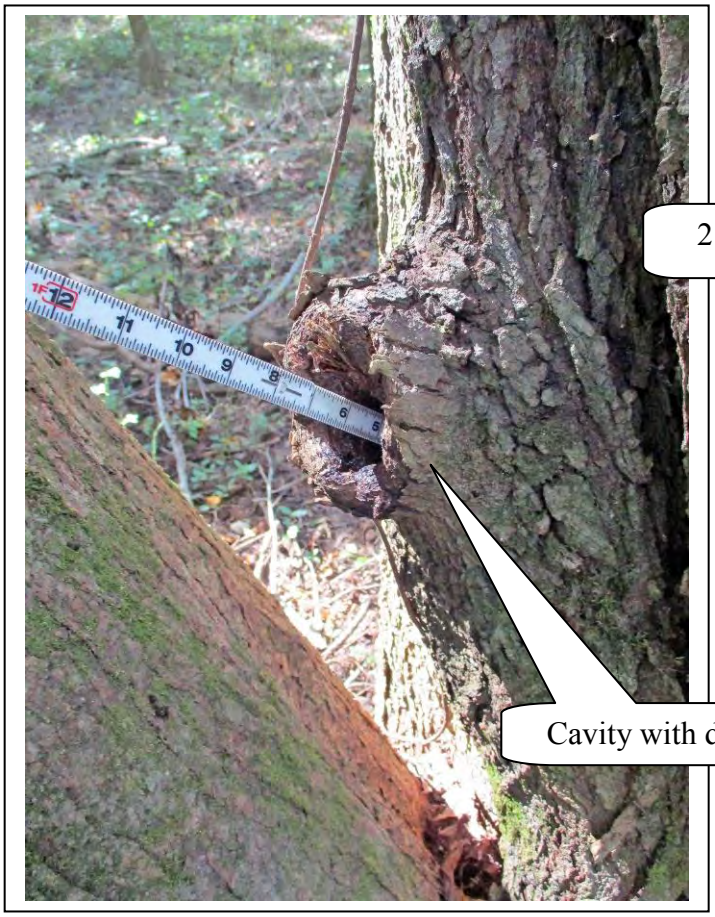

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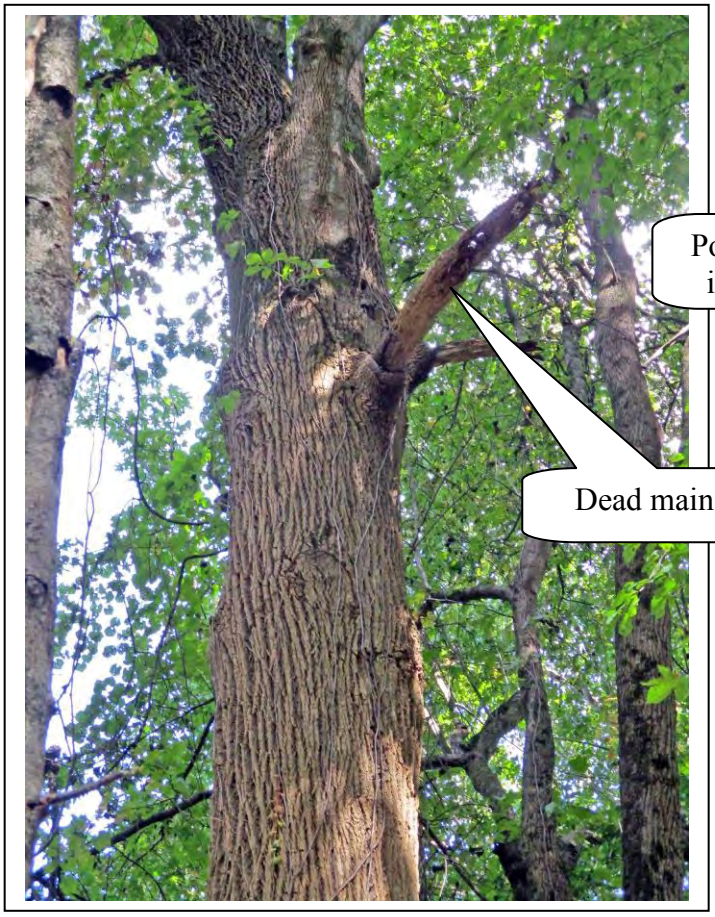

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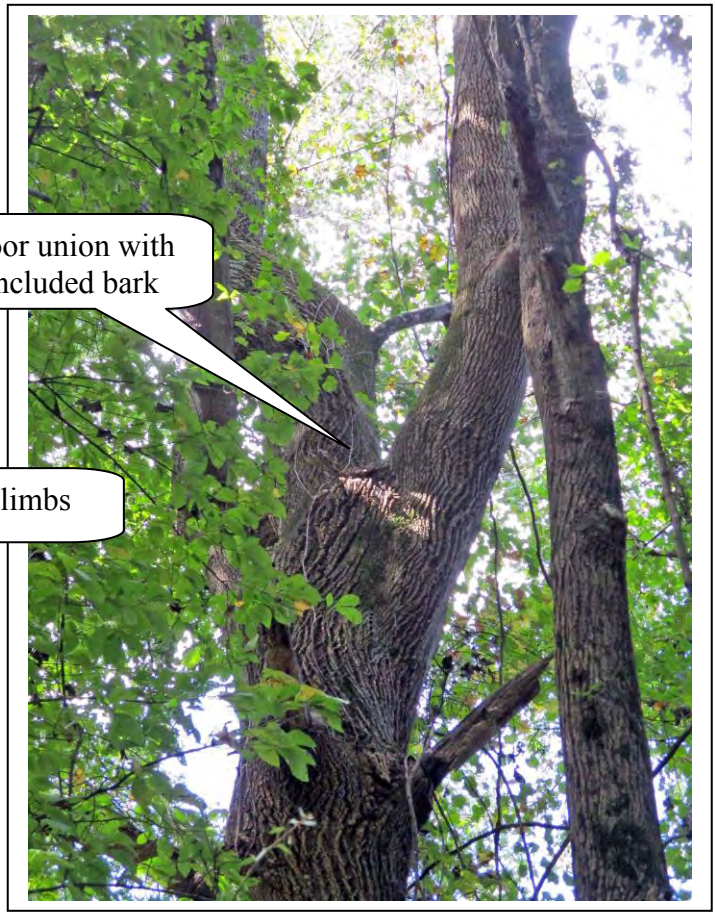

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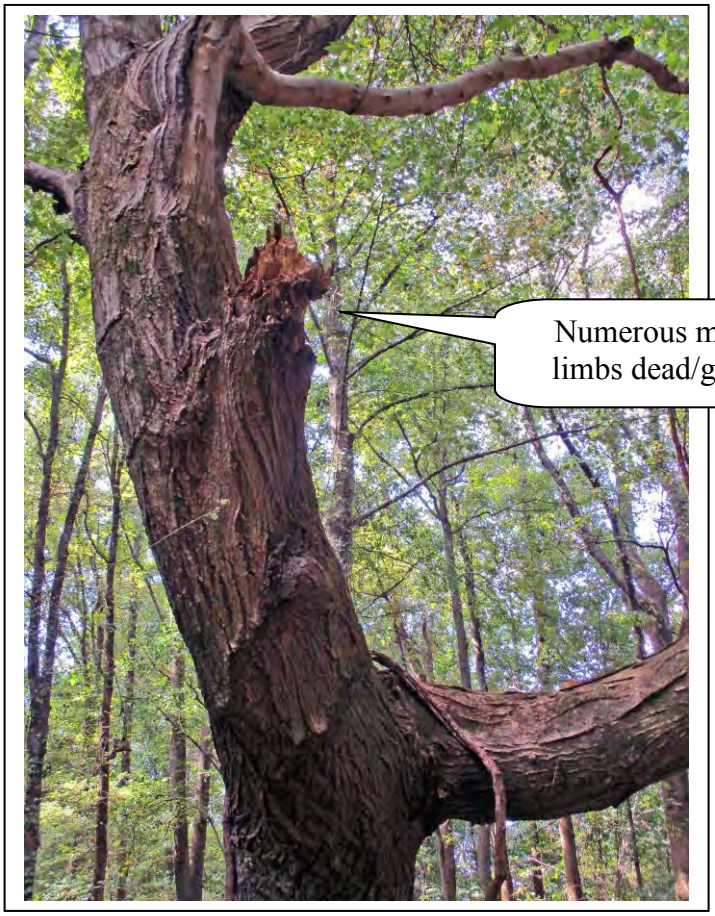

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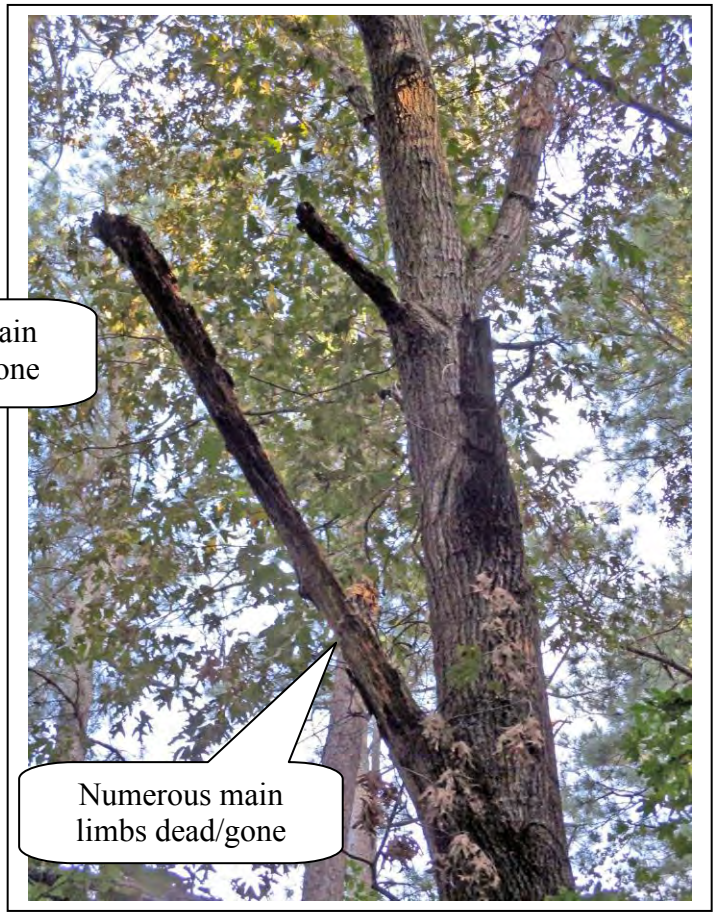

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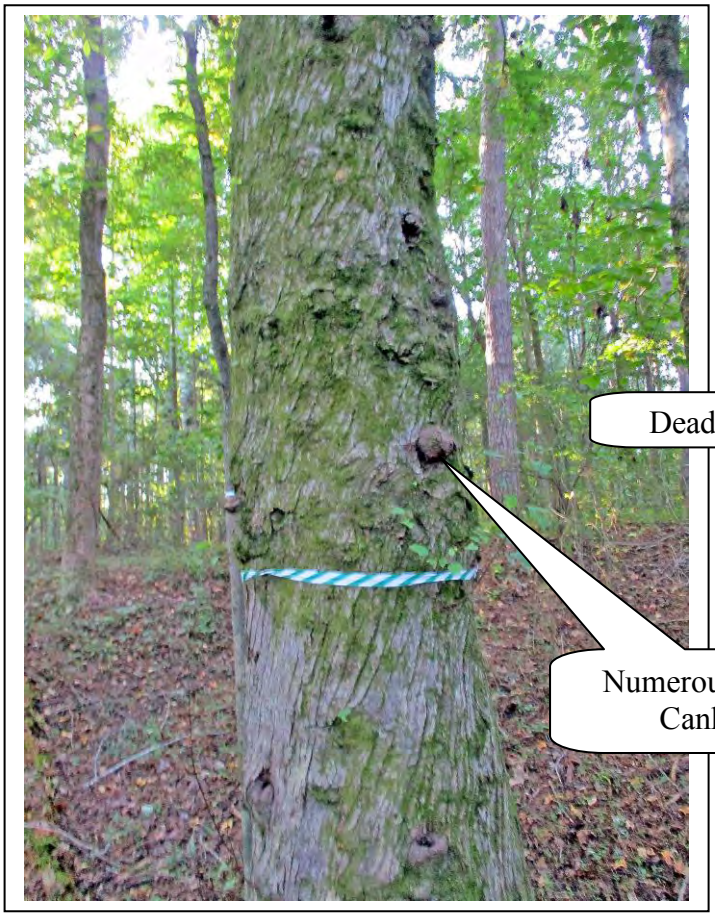

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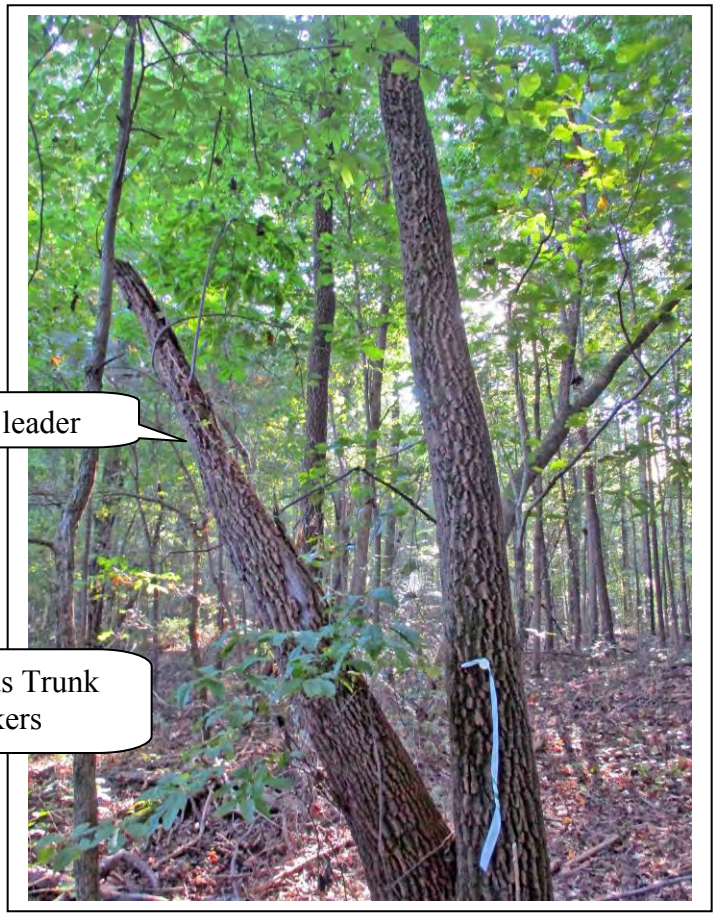


Photo 144



Photo 145



Photo 146



Photo 147

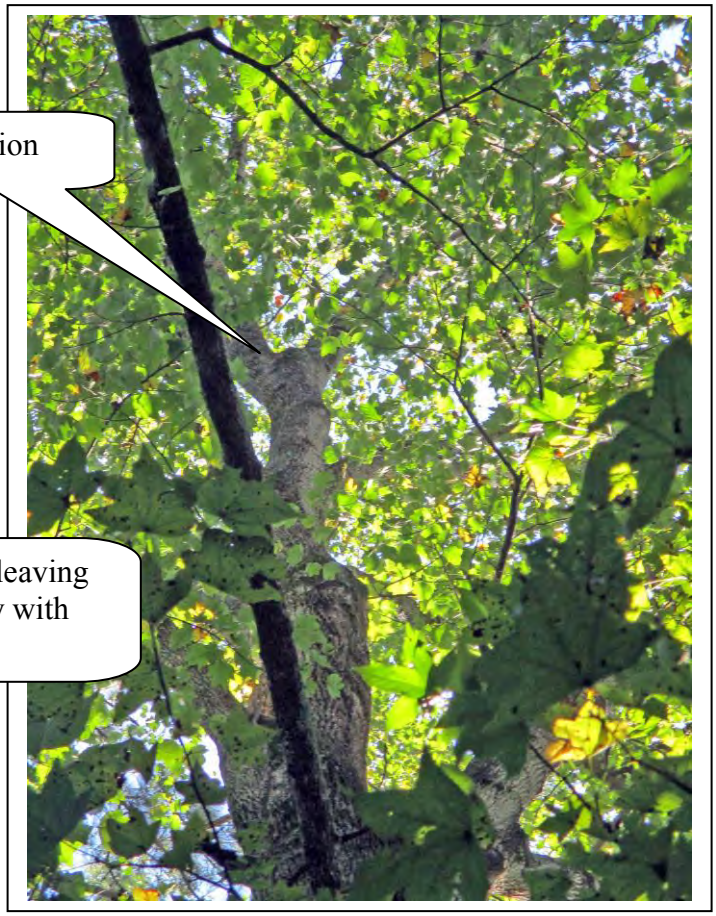


Photo 148



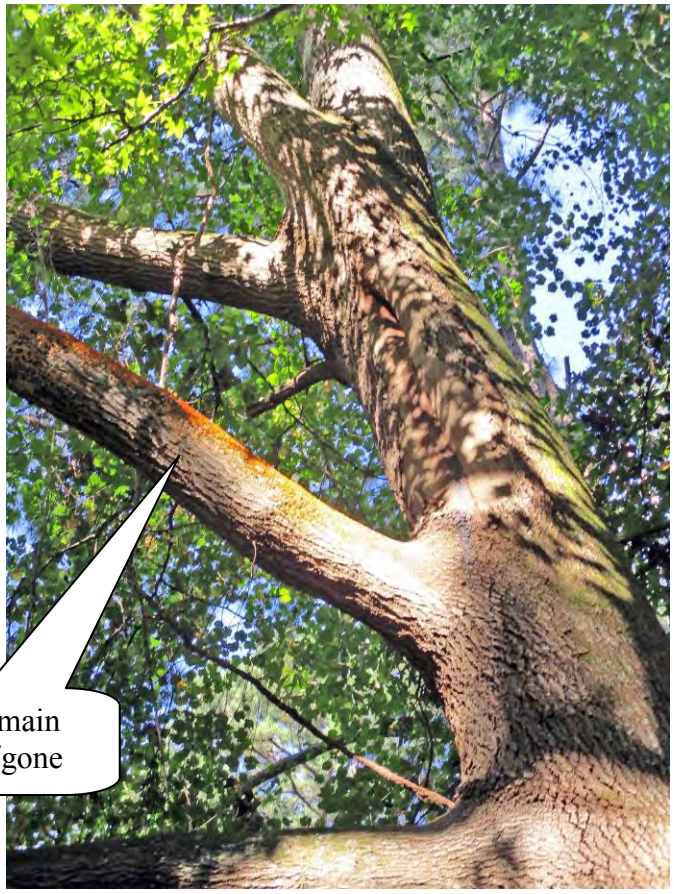
Photo 149



Photo 150



Photo 151



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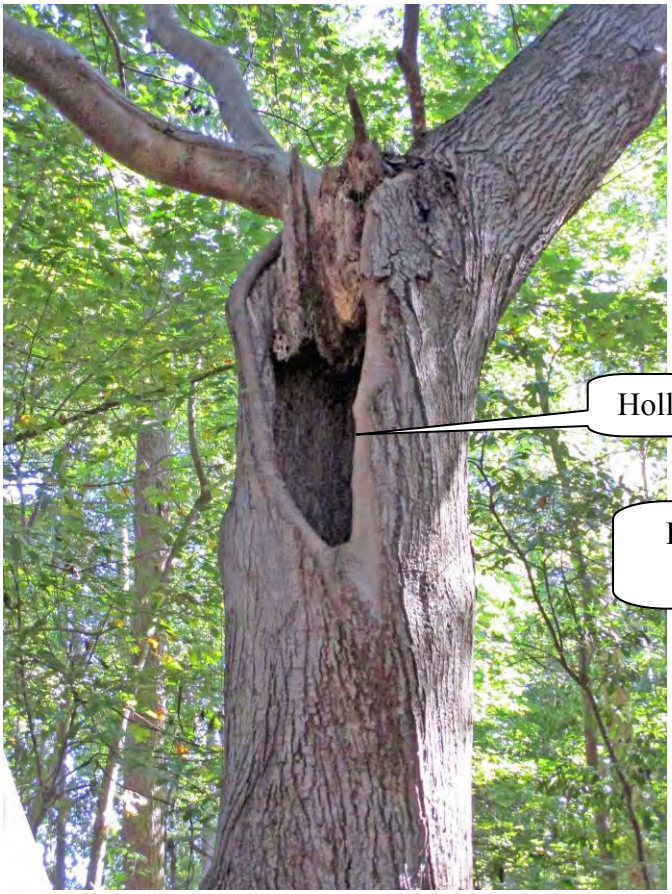

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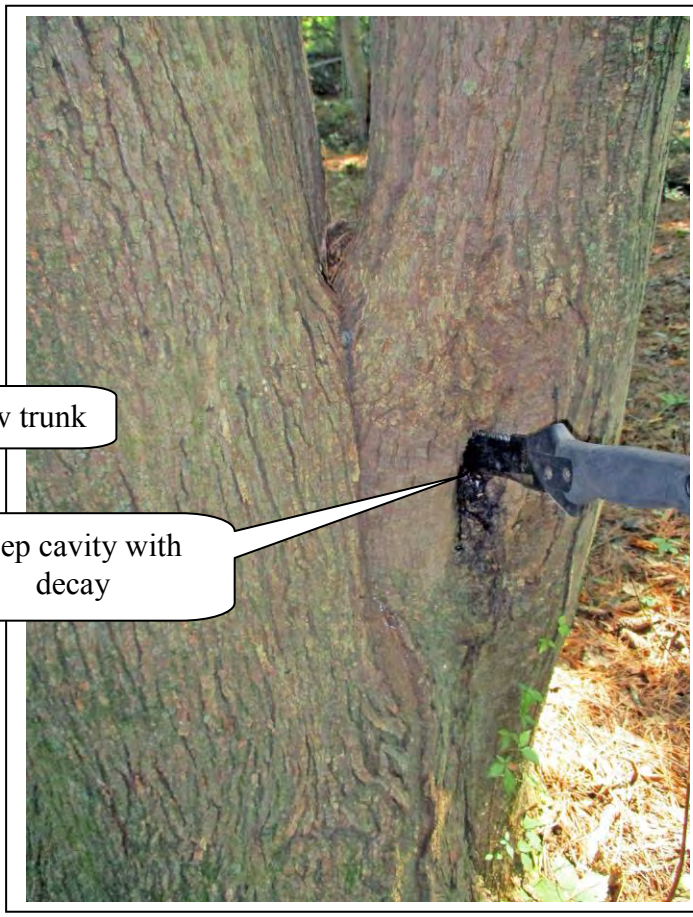


Photo 154



Photo 155

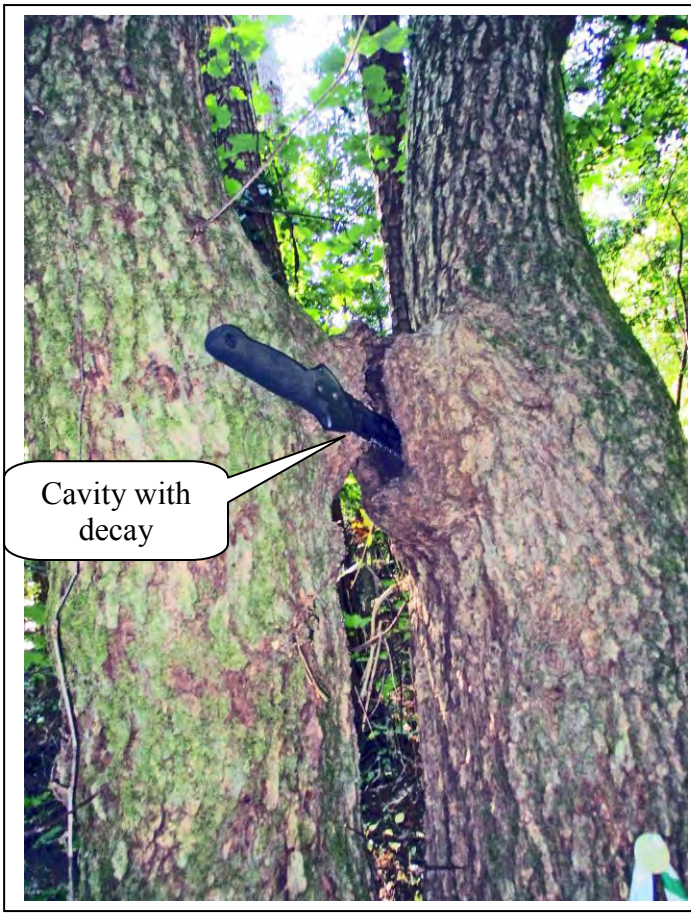


Photo 156



Photo 157

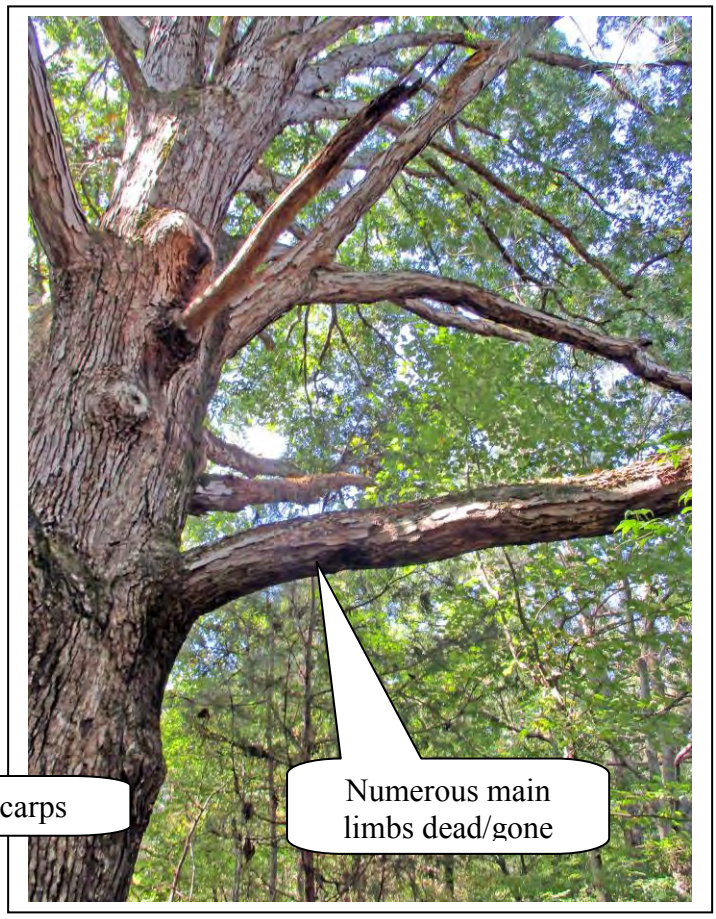


Photo 158

MEASURED LEGAL DESCRIPTION

ALL THAT TRACT OF LAND LYING IN LAND LOTS 1186, 1187, 1190 AND 1191 OF THE 2ND DISTRICT, 2ND SECTION OF FULTON COUNTY, GEORGIA, IN THE CITY OF ALPHARETTA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR WITH CAP FOUND AT THE SOUTHWEST END OF THE MITERED RIGHT-OF-WAY LINE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WESTSIDE PARKWAY (100-FOOT RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDWARD PARKWAY (VARIABLE RIGHT-OF-WAY PER UNRECORDED SALES AGREEMENT); THENCE ALONG SAID MITERED RIGHT-OF-WAY LINE NORTH 51°34'16" EAST A DISTANCE OF 79.53 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINDWARD PARKWAY THE FOLLOWING 30 COURSES AND DISTANCES: SOUTH 74°44'09" EAST A DISTANCE OF 17.07 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 58°39'05" EAST A DISTANCE OF 13.02 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'56" EAST A DISTANCE OF 93.41 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 17°48'11" WEST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'56" EAST A DISTANCE OF 27.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°48'11" EAST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°22'52" EAST A DISTANCE OF 180.06 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 17°37'00" WEST A DISTANCE OF 5.99 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°23'00" EAST A DISTANCE OF 6.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°37'00" EAST A DISTANCE OF 5.99 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 72°23'00" EAST A DISTANCE OF 174.17 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 252.43 FEET (SAID ARC HAVING A RADIUS OF 1149.01 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 78°40'38" EAST A DISTANCE OF 251.92 FEET) TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 85°16'04" EAST A DISTANCE OF 15.46 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 86°16'29" EAST A DISTANCE OF 20.73 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 85°51'38" EAST A DISTANCE OF 19.34 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 87°50'24" EAST A DISTANCE OF 43.26 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 89°01'50" EAST A DISTANCE OF 43.27 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 88°57'03" EAST A DISTANCE OF 37.64 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 88°49'08" EAST A DISTANCE OF 16.52 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 87°15'39" EAST A DISTANCE OF 14.32 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 02°47'32" EAST A DISTANCE OF 11.54 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 86°42'28" EAST A DISTANCE OF 26.22 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 03°47'32" WEST A DISTANCE OF 11.21 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 85°29'53" EAST A DISTANCE OF 33.92 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 84°25'03" EAST A DISTANCE OF 36.62 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 82°26'45" EAST A DISTANCE OF 54.04 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 07°52'15" EAST A DISTANCE OF 15.03 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 78°19'54" EAST A DISTANCE OF 126.82 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 13°44'12" WEST A DISTANCE OF 15.92 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 76°15'48" EAST A DISTANCE OF 9.00 FEET TO A 1/2-INCH REBAR WITH CAP SET AND NORTH 75°26'02" EAST A DISTANCE OF 27.27 FEET TO A 1/2-INCH REBAR WITH CAP SET, SAID POINT BEING LOCATED SOUTH 17°02'44" WEST A DISTANCE OF 7.42 FEET FROM A 1/2-INCH REBAR WITH CAP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN HEWLETT PACKARD ENTERPRISE COMPANY (PER DEED BOOK 55201, PAGE 296, FULTON COUNTY, GEORGIA, RECORDS) TO THE WEST AND 5575 WINDWARD ALPHARETTA GA, LLC (PER DEED BOOK 60574, PAGE 369, AFORESAID RECORDS) TO THE EAST AND THE DIVISION LINE BETWEEN SAID HEWLETT PACKARD ENTERPRISE COMPANY TO THE WEST AND SOUTH, RESPECTIVELY AND LSREF3/AH CHICAGO, LLC (PER DEED BOOK 54453, PAGE 204, AFORESAID RECORDS) TO THE EAST AND NORTH, RESPECTIVELY, THE FOLLOWING 3 COURSES AND DISTANCES: SOUTH 02°16'16" WEST A DISTANCE OF 438.39 FEET TO A PK NAIL FOUND, SAID POINT BEING LOCATED NORTH 72°36'32" WEST, A DISTANCE OF 1.80 FEET FROM A PK NAIL FOUND, SOUTH 15°10'20" WEST A DISTANCE OF 65.05 FEET TO A 1/2-INCH REBAR FOUND AND SOUTH 80°34'40" EAST A DISTANCE OF 369.37 FEET TO A 1/2-INCH REBAR FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. 19 / S.R. 400 (VARIABLE RIGHT-OF-WAY); THENCE LEAVING SAID DIVISION LINE AND FOLLOWING SAID RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES AND DISTANCES: SOUTH 10°57'21" WEST A DISTANCE OF 7.26 FEET TO A CONCRETE MONUMENT FOUND, SOUTH 22°40'41" WEST A DISTANCE OF 169.68 FEET TO A 1/2-INCH REBAR FOUND, SOUTH 06°29'38" WEST A DISTANCE OF 177.44 FEET TO A CONCRETE MONUMENT FOUND, SOUTH 26°02'43" WEST A DISTANCE OF 59.49 FEET TO A CONCRETE MONUMENT FOUND, AND SOUTH 26°34'58" WEST A DISTANCE OF 580.61 FEET TO A 1/2-INCH REBAR FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN SAID HEWLETT PACKARD ENTERPRISE COMPANY TO THE NORTH AND THE DEVELOPMENT AUTHORITY OF FULTON COUNTY (PER DEED BOOK 42946, PAGE 434, AFORESAID RECORDS) TO THE SOUTH THE FOLLOWING 14 COURSES AND DISTANCES: NORTH 68°45'09" WEST A DISTANCE OF 238.17 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, NORTH 72°25'58" WEST A DISTANCE OF 131.91 FEET TO A POINT, SAID POINT BEING LOCATED A DISTANCE OF 0.18 FEET NORTHEAST OF A 1/2-INCH REBAR FOUND, SOUTH 17°34'02" WEST A DISTANCE OF 138.55 FEET TO A POINT, SAID POINT BEING LOCATED A DISTANCE OF 0.22 FEET NORTH OF A 1/2-INCH REBAR FOUND, NORTH 72°37'28" WEST A DISTANCE OF 609.99 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, SOUTH 71°32'49" WEST A DISTANCE OF 7.46 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 68°19'13" WEST A DISTANCE OF 50.00 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 67°25'26" WEST A DISTANCE OF 48.11 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 74°58'49" WEST A DISTANCE OF 31.10 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 213.96 FEET (SAID ARC HAVING A RADIUS OF 185.69 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 72°00'35" WEST A DISTANCE OF 202.32 FEET) TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 38°59'58" WEST A DISTANCE OF 191.60 FEET TO A 1/2-INCH REBAR FOUND, NORTH 31°39'08" WEST A DISTANCE OF 91.35 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 76.09 FEET (SAID ARC HAVING A RADIUS OF 104.08 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 52°35'52" WEST A DISTANCE OF 74.41 FEET) TO A 1/2-INCH REBAR WITH CAP SET, NORTH 73°32'37" WEST A DISTANCE OF 79.12 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 126.24 FEET (SAID ARC HAVING A RADIUS OF 209.99 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 56°19'17" WEST A DISTANCE OF 124.35 FEET) TO A 1/2-INCH REBAR WITH CAP SET AND NORTH 39°05'57" WEST A DISTANCE OF 139.63 FEET TO A POINT OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WESTSIDE PARKWAY (100-FOOT RIGHT-OF-WAY), SAID POINT BEING LOCATED A DISTANCE OF 0.20 FEET SOUTHEAST OF A PK-NAIL FOUND; THENCE LEAVING SAID DIVISION LINE AND FOLLOWING SAID RIGHT-OF-WAY LINE THE FOLLOWING 4 COURSES AND DISTANCES: FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 651.71 FEET (SAID ARC HAVING A RADIUS OF 1004.93 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 36°27'35" EAST A DISTANCE OF 640.35 FEET) TO A 1/2-INCH REBAR WITH CAP SET, NORTH 17°52'52" EAST A DISTANCE OF 238.01 FEET TO A 1/2-INCH REBAR WITH CAP FOUND, SOUTH 72°07'09" EAST A DISTANCE OF 5.00 FEET TO A 1/2-INCH REBAR WITH CAP FOUND AND NORTH 17°52'51" EAST A DISTANCE OF 172.02 FEET BACK TO THE **POINT OF BEGINNING.**

CONTAINING 2,258,944 SQUARE FEET OR 51.858 ACRES.

REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY, PREPARED BY ROCHESTER & ASSOCIATES, INC., DATED DECEMBER, 12, 2019, LAST REVISED APRIL 21, 2020.
2. OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY BETWEEN HEWLETT PACKARD ENTERPRISE COMPANY AND THE CITY OF ALPHARETTA, GEORGIA.
3. DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA CONSTRUCTION PLANS FOR WINDWARD PARKWAY AT STATE 400, PROJECT NH-056-1(62) FULTON COUNTY, PREPARED BY JORDAN, JONES & GOULDING, DATED 5/31/01, LAST REVISED 09/01/02.

GENERAL NOTES

A) THE FIELD SURVEY WAS PERFORMED ON JANUARY 8, 2021. ISSUE OR REVISION DATES ARE BASED ON FIELD OBSERVATIONS MADE AT THAT TIME. ANY CHANGES IN SITE CONDITIONS AFTER THE DATE OF THE FIELD SURVEY ARE NOT REFLECTED HEREON.

B) HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED WITH A TOPCON HIPER+ GPS RECEIVER; GROUND MEASUREMENTS WERE OBTAINED USING A TOPCON PS-103A TOTAL STATION.

C) THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 23,342 FEET, AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

D) THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 650,498 FEET.

E) THE BEARING BASIS IS GRID NORTH, NAD '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING eGPS GNSS REAL TIME NETWORK. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

F) ALL CORNER MONUMENTS SET ARE 1/2-INCH REBAR WITH YELLOW PLASTIC CAP INSCRIBED "LECRAW LSF 1160" UNLESS OTHERWISE NOTED.

G) THIS SURVEY WAS BASED ON CURRENT COUNTY TAX RECORDS, INFORMATION PROVIDED BY THE CLIENT, OR OTHER FACTS KNOWN BY THE SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY. EITHER EXPRESSED OR IMPLIED. ANY FEATURES SHOWN ARE BASED ON MINIMUM REQUIREMENTS OF GEORGIA LAW OR A SPECIFIC AGREEMENT WITH THE CLIENT AND ANY FIELD OBSERVATIONS MADE WERE BASED ON VISIBLE SURFACE EVIDENCE. OTHER SUB-SURFACE IMPROVEMENTS OR FEATURE LOCATIONS NOT REQUESTED AS PART OF THIS SURVEY MAY EXIST AND NOT BE SHOWN HEREON.

H) NO CEMETERY PLOTS OR INDIVIDUAL BURIAL SITES WERE OBSERVED ON THE SUBJECT PROPERTY WHILE CONDUCTING THIS SURVEY. HOWEVER, NO RESEARCH OR SUB-SURFACE INVESTIGATION WAS PERFORMED OR PROVIDED DURING THE COURSE OF THIS SURVEY WHICH WOULD INDICATE THE EXISTENCE OR NON-EXISTENCE OF BURIAL SITES. MORE COMPLETE INVESTIGATION MAY BE NECESSARY IF DISCOVERY OF CEMETERIES, ARCHAEOLOGICAL FINDS, OR OTHER FEATURES THAT MAY NOT BE CLEARLY EVIDENCED ON THE SURFACE IS DESIRED.

I) THE NEW RIGHT-OF- WAY LINE SHOWN IS BASED ON AN UNRECORDED OPTION AGREEMENT (SEE REFERENCE # 2). PROVIDED BY THE CLIENT.

J) THE OUT PARCEL SHOWN IS CALLED OUT AS "LESS AND EXCEPT" IN THE REFERENCED VESTING INSTRUMENT AND NO OTHER TITLE INSTRUMENT HAS BEEN PROVIDED. THE PARCEL AS SHOWN GRAPHICALLY ONLY AND IS INCLUDED IN THE OVERALL AREA SHOWN HEREON AND DESCRIBED IN THE MEASURED LEGAL DESCRIPTION. FURTHER REVIEW MAY BE REQUIRED FOLLOWING ADDITIONAL TITLE RESEARCH.

K) THE SANITARY & STORM SEWER PIPE LOCATIONS, SIZES, AND MATERIALS SHOWN WERE OBTAINED BY STANDARD SURVEYING PROCEDURES FROM OUTSIDE OF THE MANHOLES, OR FROM RECORD INFORMATION PROVIDED. NO CONFINED SPACE ENTRY, TELEVISING OF LINES, OR ANY OTHER INVESTIGATION METHODS WERE USED. MORE DETAILED INVESTIGATION MAY BE NECESSARY FOR DESIGN PURPOSES. NO OTHER UNDERGROUND UTILITIES ARE SHOWN HEREON.

L) THE LEGAL DESCRIPTIONS CONTAINED IN DEED BOOK 13292, PAGE 157 AND DEED BOOK 14045, PAGE 180 MAKE REFERENCE TO "CITY OF ALPHARETTA'S EXISTING TEN FOOT (10') EASEMENT FOR UNDERGROUND RIGHT-OF-WAY". BUT NO DOCUMENT WAS PROVIDED SHOWING THE ORIGIN OR EXTENT OF THAT EASEMENT.

ALTA TABLE "A" ITEMS

2) THE ADDRESS 5555 WINDWARD PARKWAY WAS PROVIDED BY THE CLIENT.

3) BASED ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 13121C0059F, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, EFFECTIVE DATE 9/18/2013, THE SUBJECT PROPERTY LIES WITHIN F.E.M.A. ZONE: "X" (OTHER AREAS), DEFINED THEREON AS FOLLOWS:

ZONE "X" (OTHER AREAS): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

OTHER LOCAL FLOODING CONDITIONS MAY EXIST OR SEVERE LOCAL STORMS MAY OCCUR. NO PART OF THIS SURVEY IS A GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT FLOODING WILL NOT OCCUR ON THE PROPERTY. ENGINEERING STUDIES SHOULD BE PERFORMED IF CONDITIONS EXIST THAT MAY CAUSE FLOODING.

6) THE CURRENT ZONING CLASSIFICATION OF THE SUBJECT PROPERTY WAS TAKEN FROM SITE INVESTIGATION REPORT, PREPARED BY LECRAW ENGINEERING, INC, DATED DECEMBER 17, 2020.

7) THE BUILDING DIMENSIONS AND SQUARE FOOTAGES SHOWN ARE BASED ON THE MAIN EXTERIOR WALLS AT GROUND LEVEL. PROTRUSIONS SUCH AS CORNICING, LEDGING, SILLS, CHIMNEYS, ETC. MAY EXIST AND ARE NOT INCLUDED IN THE DIMENSIONS SHOWN. THE NUMBER OF STORIES SHOWN IS BASED ON OBSERVATIONS FROM OUTSIDE THE BUILDINGS AND MAY BE INACCURATE. MORE COMPLETE INVESTIGATION AND MEASUREMENTS OF THE BUILDING INTERIORS WOULD BE REQUIRED TO DETERMINE GROSS SQUARE FOOTAGE OR FLOOR LEVELS NOT VISIBLE FROM OUTSIDE THE BUILDING. NO SUB-SURFACE INVESTIGATION WAS PERFORMED TO DETERMINE THE LIMITS OF FOUNDATIONS OR OTHER BURIED FEATURES.

16)NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED.

17)NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES WAS PROVIDED AND NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED.

18)THE SURVEYOR WAS UNABLE TO DETERMINE WETLANDS. NO WETLANDS WERE DELINEATED AND NO WETLANDS INFORMATION WAS PROVIDED.

TITLE EXCEPTIONS

SURVEYOR'S COMMENTS PERTAINING TO ITEMS AS CONTAINED IN SCHEDULE B, SECTION 2 OF FIRST AMERICAN TITLE INSURANCE COMPANY "COMMITMENT FOR TITLE INSURANCE" COMMITMENT NUMBER NCS-984399-SC EFFECTIVE DATE OF OCTOBER 22, 2020 AT 8:00 AM PROVIDED BY THE CLIENT ON 11/23/2020.

12. RESERVATION OF EASEMENTS CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED FROM CHATHAM INVESTMENT COMPANY, A GEORGIA CORPORATION TO DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED NOVEMBER 24, 1987, FILED FOR RECORD NOVEMBER 24, 1987, AND RECORDED IN DEED BOOK 1193, PAGE 102, FULTON COUNTY, GEORGIA RECORDS; AS AFFECTED BY THAT CERTAIN AFFIDAVIT OF TITLE BY HEWLETT-PACKARD COMPANY, DATED APRIL 30, 2004, FILED FOR RECORD MAY 5, 2006, AND RECORDED IN DEED BOOK 42510, PAGE 453, FULTON COUNTY, GEORGIA RECORDS. ***DOES NOT AFFECT THE SUBJECT PROPERTY.***

13. RESERVATION OF EASEMENT CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED BY AND BETWEEN CHATHAM INVESTMENT COMPANY, A GEORGIA CORPORATION AND DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED NOVEMBER 4, 1987, FILED FOR RECORD NOVEMBER 4, 1987, AND RECORDED IN DEED BOOK 11159, PAGE 165, AFORESAID RECORDS; BY THAT CERTAIN AFFIDAVIT OF TITLE BY HEWLETT-PACKARD COMPANY, DATED APRIL 30, 2004, FILED FOR RECORD MAY 5, 2006, AND RECORDED IN DEED BOOK 42510, PAGE 453, AFORESAID RECORDS. ***DOES NOT AFFECT THE SUBJECT PROPERTY.***

14. EASEMENTS AS CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED FROM OXFORD GREEN, LTD., A GEORGIA LIMITED PARTNERSHIP TO DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED JULY 15, 1987, FILED FOR RECORD JULY 21, 1987, AND RECORDED IN DEED BOOK 10949, PAGE 43, AFORESAID RECORDS; AS AFFECTED BY THAT CERTAIN AFFIDAVIT OF TITLE BY HEWLETT-PACKARD COMPANY, DATED APRIL 30, 2004, FILED FOR RECORD MAY 5, 2006, AND RECORDED IN DEED BOOK 42510, PAGE 453, AFORESAID RECORDS. ***DOES NOT AFFECT THE SUBJECT PROPERTY.***

15. EASEMENTS AS CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED FROM CHATHAM INVESTMENT COMPANY, A GEORGIA CORPORATION TO DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED JULY 15, 1987, FILED FOR RECORD JULY 21, 1987, AND RECORDED IN DEED BOOK 10949, PAGE 37, AFORESAID RECORDS; AS AFFECTED BY THAT CERTAIN AFFIDAVIT OF TITLE BY HEWLETT-PACKARD COMPANY, DATED APRIL 30, 2004, FILED FOR RECORD MAY 5, 2006, AND RECORDED IN DEED BOOK 42510, PAGE 453, AFORESAID RECORDS. ***DOES NOT AFFECT THE SUBJECT PROPERTY.***

16. TERMS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT, BY AND BETWEEN CHATHAM INVESTMENT COMPANY, A GEORGIA CORPORATION AND DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED JULY 15, 1987, FILED FOR RECORD JULY 21, 1987, AND RECORDED IN DEED BOOK 10949, PAGE 50, AFORESAID RECORDS; AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO EASEMENT AGREEMENT FROM CHATHAM INVESTMENT COMPANY, A GEORGIA CORPORATION TO DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION, DATED NOVEMBER 24, 1987, FILED FOR RECORD DECEMBER 2, 1987, AND RECORDED IN DEED BOOK 11205, PAGE 323, AFORESAID RECORDS; AS AFFECTED BY THAT CERTAIN QUIT CLAIM DEED FROM CHATHAM INVESTMENT COMPANY TO OXFORD GREEN PROPERTY OWNERS ASSOCIATION, INC., DATED DECEMBER 31, 1988, FILED FOR RECORD FEBRUARY 21, 1989, AND RECORDED IN DEED BOOK 12251, PAGE 29, AFORESAID RECORDS. ***APPURTENANT BLANKET EASEMENT FOR DRAINAGE. BENEFITS THE SUBJECT PROPERTY.***

17. SEWER EASEMENT FROM CHATHAM INVESTMENT COMPANY TO FULTON COUNTY, GEORGIA, DATED SEPTEMBER 3, 1987, FILED FOR RECORD OCTOBER 19, 1987, AND RECORDED IN DEED BOOK 11127, PAGE 124, AFORESAID RECORDS; AS CORRECTED BY THAT CERTAIN CORRECTIVE SEWER EASEMENT DEED AMONG CHATHAM INVESTMENT COMPANY, OXFORD GREEN I, LTD., DIGITAL EQUIPMENT CORPORATION AND FULTON COUNTY, GEORGIA, FILED FOR RECORD NOVEMBER 10, 1988, AND RECORDED IN DEED BOOK 12036, PAGE 226, AFORESAID RECORDS. ***DOES NOT AFFECT THE SUBJECT PROPERTY.***

18. RIGHT OF WAY EASEMENT FROM DIGITAL EQUIPMENT CORPORATION TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED APRIL 27, 1988, FILED FOR RECORD MAY 20, 1988, AND RECORDED IN DEED BOOK 11561, PAGE 296, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

19. CONVEYANCE OF ACCESS RIGHTS AND EASEMENTS AS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM AUTON KIRBY TO STATE HIGHWAY DEPARTMENT OF GEORGIA, DATED FEBRUARY 21, 1968, FILED FOR RECORD FEBRUARY 21, 1968, AND RECORDED IN DEED BOOK 4859, PAGE 419, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

20. CONVEYANCE OF ACCESS RIGHTS AND EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM HIGHLANDER PROPERTIES, A LIMITED PARTNERSHIP TO STATE HIGHWAY DEPARTMENT OF GEORGIA, DATED MARCH 27, 1968, FILED FOR RECORD MARCH 28, 1968, AND RECORDED IN DEED BOOK 4875, PAGE 195, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

21. RIGHT OF WAY EASEMENT FROM AUTON KIRBY TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED MAY 12, 1969, FILED FOR RECORD MAY 28, 1969, AND RECORDED IN DEED BOOK 5070, PAGE 216, AFORESAID RECORDS. ***NOT LOCATABLE.***

22. RIGHT OF WAY EASEMENT FROM HIGHLANDER PROPERTIES, INC. TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED MAY 20, 1969, FILED FOR RECORD JUNE 2, 1969, AND RECORDED IN DEED BOOK 5072, PAGE 371, AFORESAID RECORDS. ***NOT LOCATABLE.***

23. RIGHT OF WAY EASEMENT FROM AUTON KIRBY TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED FEBRUARY 5, 1965, FILED FOR RECORD MARCH 5, 1965, AND RECORDED IN DEED BOOK 4380, PAGE 293, AFORESAID RECORDS. ***NOT LOCATABLE.***

24. CONVEYANCE OF ACCESS RIGHTS AND EASEMENTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM AUTON KIRBY TO STATE HIGHWAY DEPARTMENT OF GEORGIA, DATED FEBRUARY 21, 1968, FILED FOR RECORD FEBRUARY 21, 1968, AND RECORDED IN DEED BOOK 4859, PAGE 425, AFORESAID RECORDS. ***RIGHT-OF-WAY FOR OLD UNION HILL ROAD (ABANDONED).***

25. MATTERS AS SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 160, PAGE 41, AFORESAID RECORDS. ***SHOWN HEREON.***

26. EASEMENT FROM DIGITAL EQUIPMENT CORPORATION TO GEORGIA POWER COMPANY DATED MARCH 1, 1990, FILED FOR RECORD MARCH 27, 1990, AND RECORDED IN DEED BOOK 13292, PAGE 157, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

27. EASEMENT FROM DIGITAL EQUIPMENT CORPORATION TO GEORGIA POWER COMPANY DATED MARCH 1, 1990, FILED FOR RECORD FEBRUARY 7, 1991, AND RECORDED IN DEED BOOK 14045, PAGE 180, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

28. EASEMENT AGREEMENT, BY AND BETWEEN DIGITAL EQUIPMENT CORPORATION, A MASSACHUSETTS CORPORATION AND BROWN TROUT INVESTMENTS, LTD., A MASSACHUSETTS CORPORATION, DATED APRIL 23, 1997, FILED FOR RECORD APRIL 25, 1997, AND RECORDED IN DEED BOOK 22507, PAGE 134, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

29. UNDERGROUND EASEMENT FROM HEWLETT-PACKARD COMPANY, A DELAWARE CORPORATION TO GEORGIA POWER COMPANY DATED JULY 22, 2008, FILED FOR RECORD SEPTEMBER 16, 2008, AND RECORDED IN DEED BOOK 47188, PAGE 146, AFORESAID RECORDS. ***APPEARS TO AFFECT THE SUBJECT PROPERTY. THE EXACT LOCATION IS NOT CLEAR SINCE THE DOCUMENT IS NOT LEGIBLE.***

30. EASEMENT FROM HEWLETT-PACKARD COMPANY, A DELAWARE CORPORATION TO GEORGIA POWER COMPANY DATED MARCH 17, 2006, FILED FOR RECORD MAY 1, 2006, AND RECORDED IN DEED BOOK 42484, PAGE 497, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. EASEMENT NOT PLOTTABLE. UNDERGROUND UTILITIES NOT MARKED.***

31. EASEMENT FROM HEWLETT-PACKARD COMPANY, A DELAWARE CORPORATION TO GEORGIA POWER COMPANY DATED MARCH 17, 2006, FILED FOR RECORD MAY 1, 2006, AND RECORDED IN DEED BOOK 42484, PAGE 500, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. EASEMENT NOT PLOTTABLE. UNDERGROUND UTILITIES NOT MARKED.***

32. EASEMENT FROM HEWLETT-PACKARD COMPANY, A DELAWARE CORPORATION TO GEORGIA POWER COMPANY DATED MARCH 17, 2006, FILED FOR RECORD MAY 1, 2006, AND RECORDED IN DEED BOOK 42484, PAGE 503, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. EASEMENT NOT PLOTTABLE. UNDERGROUND UTILITIES NOT MARKED.***

33. TERMS AND PROVISIONS OF THAT CERTAIN ROAD EASEMENT AGREEMENT, BY AND AMONG WILLIAM B. ORKIN, OXFORD GREEN, LTD., A GEORGIA LIMITED PARTNERSHIP AND OXFORD GREEN II, LTD., A GEORGIA LIMITED PARTNERSHIP, DATED OCTOBER 9, 1986, FILED FOR RECORD OCTOBER 18, 1986, AND RECORDED IN DEED BOOK 10385, PAGE 55, AFORESAID RECORDS. ***ESTABLISHES ORIGINAL RIGHT-OF-WAY OF WWDWARD PARKWAY PRIOR TO WIDENING PROJECT.***

34. TERMS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT, BY AND AMONG DEVELOPMENT AUTHORITY OF FULTON COUNTY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA AND HP ENTERPRISE SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HEWLETT PACKARD ENTERPRISE COMPANY, A DELAWARE CORPORATION, DATED DECEMBER 1, 2016, FILED FOR RECORD DECEMBER 6, 2016, AND RECORDED IN DEED BOOK 56934, PAGE 206, AFORESAID RECORDS. ***APPURTENANT EASEMENT FOR USE AND ACCESS TO WELLS LOCATED ON THE ADJACENT PROPERTY TO THE SOUTHWEST.***

35. TERMS AND PROVISIONS OF THAT CERTAIN UTILITY EASEMENT AGREEMENT, BY AND BETWEEN HEWLETT PACKARD ENTERPRISE COMPANY AND VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, DATED DECEMBER 21, 2016, FILED FOR RECORD JANUARY 24, 2017, AND RECORDED IN DEED BOOK 57130, PAGE 488, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

36. TEMPORARY CONSTRUCTION EASEMENT FROM HEWLETT PACKARD ENTERPRISE COMPANY, A DELAWARE CORPORATION TO CITY OF ALPHARETTA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, DATED AUGUST 04, 2020, FILED FOR RECORD AUGUST 06, 2020, AND RECORDED IN DEED BOOK 62049, PAGE 352, AFORESAID RECORDS. ***AFFECTS THE SUBJECT PROPERTY. SHOWN HEREON.***

ALTA CERTIFICATION

TO: SOUTHWEST VALUE PARTNERS, LLC., HEWLETT PACKARD ENTERPRISE COMPANY, U.S. BANK NATIONAL ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, SWVP ALPHARETTA LLC, A DELAWARE LIMITED LIABILITY COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a)(b), 7(a)(b1)(c), 8, 9, 13, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 1-8-2021.

01/20/2021

DATE OF PLAT OR MAP:

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

RECORD LEGAL DESCRIPTION

PARCEL 1:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1190, 1191 AND 1259 OF THE 2ND DISTRICT,
2ND SECTION, FULTON COUNTY, GEORGIA, CITY OF ALPHARETTA, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE LAND LOT CORNER COMMON TO LAND LOTS 1191, 1192, 1257 AND 1258 OF AFORESAID DISTRICT, SECTION, AND COUNTY; THENCE CONTINUING ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258, RUN SOUTH 89 DEGREES 30 MINUTES 34 SECONDS EAST A DISTANCE OF 456.63 FEET TO AN IRON PIN SET, SAID IRON PIN SET BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED AND THENCE LEAVING SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258, RUN NORTH 01 DEGREES 09 MINUTES 48 SECONDS EAST A DISTANCE OF 92.66 FEET TO A POINT; THENCE NORTH 15 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 56.62 FEET TO A POINT;THENCE NORTH 32 DEGREES 23 MINUTES 45 SECONDS WEST A DISTANCE OF 123.51 FEET TO A POINT; THENCE SOUTH 69 DEGREES 25 MINUTES 14 SECONDS WEST A DISTANCE OF 36.90 FEET TO A POINT LOCATED ON THE EASTERN BOUNDARY OF A LAKE; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF SAID LAKE RUN IN A GENERALLY NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY DIRECTION ALONG SAID LAKE THE FOLLOWING COURSES AND DISTANCES: NORTH 25 DEGREES 29 MINUTES 14 SECONDS WEST A DISTANCE OF 56.26 FEET TO A POINT; NORTH 17 DEGREES 08 MINUTES 06 SECONDS WEST A DISTANCE OF 56.76 FEET TO A POINT; NORTH 12 DEGREES 04 MINUTES 10 SECONDS EAST A DISTANCE OF 138.41 FEET TO A POINT; NORTH 05 DEGREES 27 MINUTES 57 SECONDS EAST A DISTANCE OF 18.29 FEET TO A POINT; THENCE LEAVING SAID EASTERN BOUNDARY OF SAID LAKE RUN SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 1,641.86 FEET TO AN IRON PIN SET; SAID IRON PIN SET BEING LOCATED ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 (HAVING A VARIABLE RIGHT-OF-WAY WIDTH); THENCE CONTINUING ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 RUN IN A GENERALLY SOUTHWESTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: SOUTH 26 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 31.20 FEET TO A CONCRETE MONUMENT; SOUTH 18 DEGREES 46 MINUTES 58 SECONDS WEST A DISTANCE OF 296.15 FEET TO A CONCRETE MONUMENT; SOUTH 25 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 544.58 FEET TO A CONCRETE MONUMENT; SOUTH 17 DEGREES 18 MINUTES 44 SECONDS WEST A DISTANCE OF 362.19 FEET TO A CONCRETE MONUMENT; SOUTH 34 DEGREES 10 MINUTES 46 SECONDS WEST A DISTANCE OF 204.94 FEET TO A CONCRETE MONUMENT; SOUTH 24 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 286.45 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING LOCATED AT THE INTERSECTION OF THE NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO.400 AND THE LAND LOT LINE COMMON TO LAND LOTS 1258 AND 1259; THENCE LEAVING SAID NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 AND ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1258 AND 1259 RUN NORTH 00 DEGREES 19 MINUTES 17 SECONDS EAST A DISTANCE OF 1,123.00 FEET TO AN IRON PIN FOUND; SAID IRON PIN FOUND BEING LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1190, 1191, 1258 AND 1259; THENCE CONTINUING ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258 RUN NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST A DISTANCE OF 898.37 FEET TO AN IRON PIN SET; SAID IRON PIN SET BEING THE TRUE POINT OF BEGINNING.

THE ABOVE-REFERENCED PROPERTY CONTAINS 35.654 ACRES AND IS SHOWN ON THAT SURVEY FOR DIGITAL EQUIPMENT CORPORATION, PREPARED BY BATES-LONG & ASSOCIATES, J. PAUL BATES, GEORGIA REGISTERED LAND SURVEYOR NO. 936 AND FRED WILSON LONG, GEORGIA REGISTERED LAND SURVEYOR NO. 1685, DATED FEBRUARY 27, 1987, LAST REVISED OCTOBER 29, 1987, WHICH CERTAIN SURVEY IS INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 2
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1186, 1187 AND 1191 OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, CITY OF ALPHARETTA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 (HAVING A VARIABLE RIGHT-OF-WAY WIDTH) WITH THE SOUTHERN RIGHT-OF-WAY LINE OF WINDWARD PARKWAY (UNDER CONSTRUCTION) (HAVING A 100-FOOT RIGHT-OF-WAY WIDTH); THENCE LEAVING SAID INTERSECTION AND CONTINUING ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 RUN SOUTH 27 DEGREES 08 MINUTES 37 SECONDS EAST A DISTANCE OF 31.05 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 18 DEGREES 46 MINUTES 58 SECONDS WEST A DISTANCE OF 119.26 FEET TO A POINT; GEORGIA HIGHWAY NO. 400 RUN SOUTH 54 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 651.70 FEET TO A POINT; THENCE NORTH 35 DEGREES 54 MINUTES 25 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 53 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 119.26 FEET TO A POINT; THENCE SOUTH 65 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 64.50 FEET TO A POINT; THENCE SOUTH 57 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 54.15 FEET TO A POINT; THENCE NORTH 32 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 58.55 FEET TO A POINT; THENCE SOUTH 60 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 55.70 FEET TO A POINT; THENCE SOUTH 61 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 58.50 FEET TO A POINT; THENCE SOUTH 64 DEGREES 12 MINUTES 22 SECONDS WEST A DISTANCE OF 57.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 57.30 FEET TO A POINT; THENCE SOUTH 68 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 58.50 FEET TO A POINT; THENCE SOUTH 01 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 209.88 FEET TO A POINT; THENCE SOUTH 70 DEGREES 47 MINUTES 48 SECONDS WEST A DISTANCE OF 587.66 FEET TO A POINT; THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 200.27 FEET TO A POINT; THENCE SOUTH 72 DEGREES 08 MINUTES 18 SECONDS WEST A DISTANCE OF 142.40 FEET TO A POINT; THENCE SOUTH 74 DEGREES 41 MINUTES 28 SECONDS WEST A DISTANCE OF 40.38 FEET TO A POINT; THENCE SOUTH 76 DEGREES 59 MINUTES 15 SECONDS WEST A DISTANCE OF 103.22 FEET TO A POINT; THENCE SOUTH 81 DEGREES 09 MINUTES 54 SECONDS WEST A DISTANCE OF 78.06 FEET TO A POINT; THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 14 MINUTES 03 SECONDS WEST A DISTANCE OF 47.18 FEET TO A POINT; THENCE NORTH 89 DEGREES 28 MINUTES 50 SECONDS WEST A DISTANCE OF 5.48 FEET TO A POINT; THENCE NORTH 23 DEGREES 08 MINUTES 16 SECONDS WEST A DISTANCE OF 63.03 FEET TO A POINT, SAID POINT BEING LOCATED ON PROPOSED UNION HILL ROAD (HAVING A 100-FOOT RIGHT-OF-WAY WIDTH); THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY LINE OF PROPOSED UNION HILL ROAD RUN NORTH 66 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 90.17 FEET TO A POINT; THENCE NORTH 82 DEGREES 15 MINUTES 06 SECONDS EAST A DISTANCE OF 85.78 FEET TO A POINT; THENCE NORTH 76 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 103.22 FEET TO A POINT; THENCE NORTH 72 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 124.92 FEET TO A POINT; THENCE NORTH 70 DEGREES 48 MINUTES 06 SECONDS EAST A DISTANCE OF 125.00 FEET TO A POINT; THENCE NORTH 70 DEGREES 48 MINUTES 06 SECONDS EAST A DISTANCE OF 670.00 FEET TO A POINT; THENCE NORTH 70 DEGREES 51 MINUTES 09 SECONDS EAST A DISTANCE OF 92.95 FEET TO A POINT; THENCE NORTH 69 DEGREES 45 MINUTES 59 SECONDS EAST A DISTANCE OF 53.70 FEET TO A POINT; THENCE NORTH 68 DEGREES 45 MINUTES 28 SECONDS EAST A DISTANCE OF 79.61 FEET TO A POINT; THENCE NORTH 67 DEGREES 40 MINUTES 26 SECONDS EAST A DISTANCE OF ...0.00 FEET TO A POINT; RUNNING THENCE NORTH 65 DEGREES 37 MINUTES 35 SECONDS EAST A DISTANCE OF 119.26 FEET TO A POINT; RUNNING THENCE NORTH 60 DEGREES 59 MINUTES 16 SECONDS EAST A DISTANCE OF 128.51 FEET TO A POINT; RUNNING THENCE NORTH 56 DEGREES 55 MINUTES 38 SECONDS EAST A DISTANCE OF 152.57 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 56 MINUTES 47 SECONDS EAST A DISTANCE OF 136.06 FEET TO A POINT; RUNNING THENCE NORTH 35 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 18.63 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 92.60 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 200.27 FEET TO A POINT; RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE AN ARC DISTANCE OF 233.57 FEET (SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 67 DEGREES 22 MINUTES 12 SECONDS EAST, A CHORD DISTANCE OF 233.32 FEET, AND A RADIUS OF 1,482.39 FEET) TO A POINT; RUNNING THENCE NORTH 62 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 76.31 FEET TO A POINT; RUNNING THENCE SOUTH 27 DEGREES 08 MINUTES 37 SECONDS EAST A DISTANCE OF 31.05 FEET TO A POINT; RUNNING THENCE SOUTH 54 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 651.70 FEET TO A POINT; RUNNING THENCE NORTH 35 DEGREES 54 MINUTES 25 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; RUNNING THENCE SOUTH 55 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 119.26 FEET TO A POINT; RUNNING THENCE SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 64.50 FEET TO A POINT; RUNNING THENCE SOUTH 60 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 55.55 FEET TO A POINT; RUNNING THENCE SOUTH 61 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 58.50 FEET TO A POINT; RUNNING THENCE SOUTH 64 DEGREES 12 MINUTES 22 SECONDS WEST A DISTANCE OF 57.00 FEET TO A POINT; RUNNING THENCE SOUTH 65 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 57.30 FEET TO A POINT RUNNING THENCE SOUTH 67 DEGREES 01 MINUTE 35 SECONDS WEST A DISTANCE OF 68.85 FEET TO A POINT; RUNNING THENCE SOUTH 70 DEGREES 47 MINUTES 48 SECONDS WEST A DISTANCE OF 587.66 FEET TO A POINT; RUNNING THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 200.27 FEET TO A POINT; RUNNING THENCE SOUTH 72 DEGREES 08 MINUTES 18 SECONDS WEST A DISTANCE OF 142.40 FEET TO A POINT; RUNNING THENCE SOUTH 74 DEGREES 41 MINUTES 28 SECONDS WEST A DISTANCE OF 40.38 FEET TO A POINT; RUNNING THENCE SOUTH 76 DEGREES 59 MINUTES 15 SECONDS WEST A DISTANCE OF 103.22 FEET TO A POINT; RUNNING THENCE SOUTH 81 DEGREES 09 MINUTES 54 SECONDS WEST A DISTANCE OF 78.06 FEET TO A POINT; THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT; RUNNING THENCE SOUTH 87 DEGREES 10 MINUTES 03 SECONDS WEST A DISTANCE OF 47.18 FEET TO A POINT; RUNNING THENCE NORTH 89 DEGREES 28 MINUTES 50 SECONDS WEST A DISTANCE OF 5.48 FEET TO A POINT; RUNNING THENCE NORTH 23 DEGREES 08 MINUTES 16 SECONDS WEST A DISTANCE OF 63.03 FEET TO A POINT, SAID POINT BEING LOCATED ON PROPOSED UNION HILL ROAD (HAVING A 100-FOOT RIGHT-OF-WAY WIDTH); THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY LINE OF PROPOSED UNION HILL ROAD RUN NORTH 66 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 90.17 FEET TO A POINT; THENCE NORTH 82 DEGREES 15 MINUTES 06 SECONDS EAST A DISTANCE OF 85.78 FEET TO A POINT; THENCE NORTH 76 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 103.22 FEET TO A POINT; THENCE NORTH 72 DEGREES 49 MINUTES 43 SECONDS EAST A DISTANCE OF 124.92 FEET TO A POINT; THENCE NORTH 70 DEGREES 48 MINUTES 06 SECONDS EAST A DISTANCE OF 125.00 FEET TO A POINT; RUNNING THENCE NORTH 70 DEGREES 48 MINUTES 06 SECONDS EAST A DISTANCE OF 670.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY BEING SHOWN ON A BOUNDARY SURVEY FOR CHATHAM INVESTMENT COMPANY AND LIBERTY SAVINGS BANK, F.S.B., PREPARED BY BATES AND LONG & ASSOCIATES, DATED FEBRUARY 27, 1987 AND REVISED MARCH 4, 1987, MARCH 12, 1987, MARCH 16, 1987, MARCH 18, 1987 AND JULY 14, 1987.

PARCEL 6
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1186 AND 1187 OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, CITY OF ALPHARETTA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT AN IRON PIN FOUND LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1191, 1192, 1257 AND 1258 OF AFORESAID DISTRICT, SECTION, AND COUNTY; THENCE CONTINUING ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258, RUN SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 456.63 FEET TO AN IRON PIN SET; THENCE LEAVING SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258 RUN NORTH 67 DEGREES 09 MINUTES 48 SECONDS EAST A DISTANCE OF 92.66 FEET TO A POINT; THENCE NORTH 15 DEGREES 26 MINUTES 41 SECONDS EAST A DISTANCE OF 56.62 FEET TO A POINT; THENCE NORTH 32 DEGREES 23 MINUTES 45 SECONDS WEST A DISTANCE OF 123.51 FEET TO A POINT;THENCE SOUTH 69 DEGREES 25 MINUTES 14 SECONDS WEST A DISTANCE OF 36.90 FEET TO A POINT, SAID POINT BEING LOCATED ON THE EASTERN BOUNDARY OF A LAKE; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF SAID LAKE RUN IN A GENERALLY NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY DIRECTION ALONG SAID LAKE THE FOLLOWING COURSES AND DISTANCES: NORTH 25 DEGREES 29 MINUTES 14 SECONDS WEST A DISTANCE OF 56.26 FEET TO A POINT; NORTH 17 DEGREES 20 MINUTES 43 SECONDS WEST A DISTANCES OF 145.39 FEET TO A POINT; NORTH 07 DEGREES 51 MINUTES 10 SECONDS EAST DISTANCE OF 63.51 FEET TO A POINT; NORTH 22 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 83.46 FEET TO A POINT; NORTH 55 DEGREES 29 MINUTES 04 SECONDS EAST A DISTANCE OF 50.65 FEET TO A POINT; NORTH 11 DEGREES 11 MINUTES 01 SECOND WEST A DISTANCE OF 79.06 FEET TO A POINT; NORTH 13 DEGREES 08 MINUTES 56 SECONDS WEST A DISTANCE OF 55.58 FEET TO A POINT; NORTH 17 DEGREES 04 MINUTES 10 SECONDS EAST A DISTANCE OF 138.41 FEET TO A POINT; NORTH 05 DEGREES 27 MINUTES 57 SECONDS EAST A DISTANCE OF 18.29 FEET TO A POINT; THENCE LEAVING SAID EASTERN BOUNDARY OF SAID LAKE RUN SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 1,641.86 FEET TO AN IRON PIN SET; SAID IRON PIN SET BEING LOCATED ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 (HAVING A VARIABLE RIGHT-OF-WAY WIDTH); THENCE CONTINUING ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 RUN IN A GENERALLY SOUTHWESTERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: SOUTH 26 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 31.20 FEET TO A CONCRETE MONUMENT; SOUTH 18 DEGREES 46 MINUTES 58 SECONDS WEST A DISTANCE OF 296.15 FEET TO A CONCRETE MONUMENT; SOUTH 25 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 544.58 FEET TO A CONCRETE MONUMENT; SOUTH 17 DEGREES 18 MINUTES 44 SECONDS WEST A DISTANCE OF 362.19 FEET TO A CONCRETE MONUMENT; SOUTH 34 DEGREES 10 MINUTES 46 SECONDS WEST A DISTANCE OF 204.94 FEET TO A CONCRETE MONUMENT; SOUTH 24 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 286.45 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING LOCATED AT THE INTERSECTION OF THE NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO.400 AND THE LAND LOT LINE COMMON TO LAND LOTS 1258 AND 1259; THENCE LEAVING SAID NORTHWESTERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY NO. 400 AND ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1258 AND 1259 RUN NORTH 00 DEGREES 19 MINUTES 17 SECONDS EAST A DISTANCE OF 1,123.00 FEET TO AN IRON PIN FOUND; SAID IRON PIN FOUND BEING LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1190, 1191, 1258 AND 1259; THENCE CONTINUING ALONG SAID LAND LOT LINE COMMON TO LAND LOTS 1191 AND 1258 RUN NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST A DISTANCE OF 898.37 FEET TO AN IRON PIN SET, SAID IRON PIN SET BEING THE TRUE POINT OF BEGINNING.

THE ABOVE-REFERENCED PROPERTY CONTAINS 3.874 ACRES AND IS SHOWN AS ABANDONED UNION HILL ROAD (HAVING A 60-FOOT RIGHT-OF-WAY WIDTH) ON THAT CERTAIN SURVEY FOR DIGITAL EQUIPMENT CORPORATION, PREPARED BY BATES-LONG & ASSOCIATES, J. PAUL BATES, GEORGIA REGISTERED LAND SURVEYOR NO. 936, FRED WILSON LONG, GEORGIA REGISTERED LAND SURVEYOR NO. 1685, DATED FEBRUARY 27, 1987, LAST REVISED OCTOBER 29, 1987, WHICH SURVEY IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIPTION.

PARCEL 3 - UNION HILL ROAD TRACT – TRACT II (TRACT K-3)
ALL THAT LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOTS NUMBERED 1186 AND 1191 OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, BEING SHOWN AS TRACT K-3, 0.235 ACRES, UPON A SURVEY FOR CHATHAM INVESTMENT COMPANY, ET AL., MADE BY BATES-LONG ASSOCIATES, DATED JULY 14, 1987, TO WHICH REFERENCE IS MADE, SAID PROPERTY BEING PARTICULARLY DESCRIBED AS FOLLOWS:

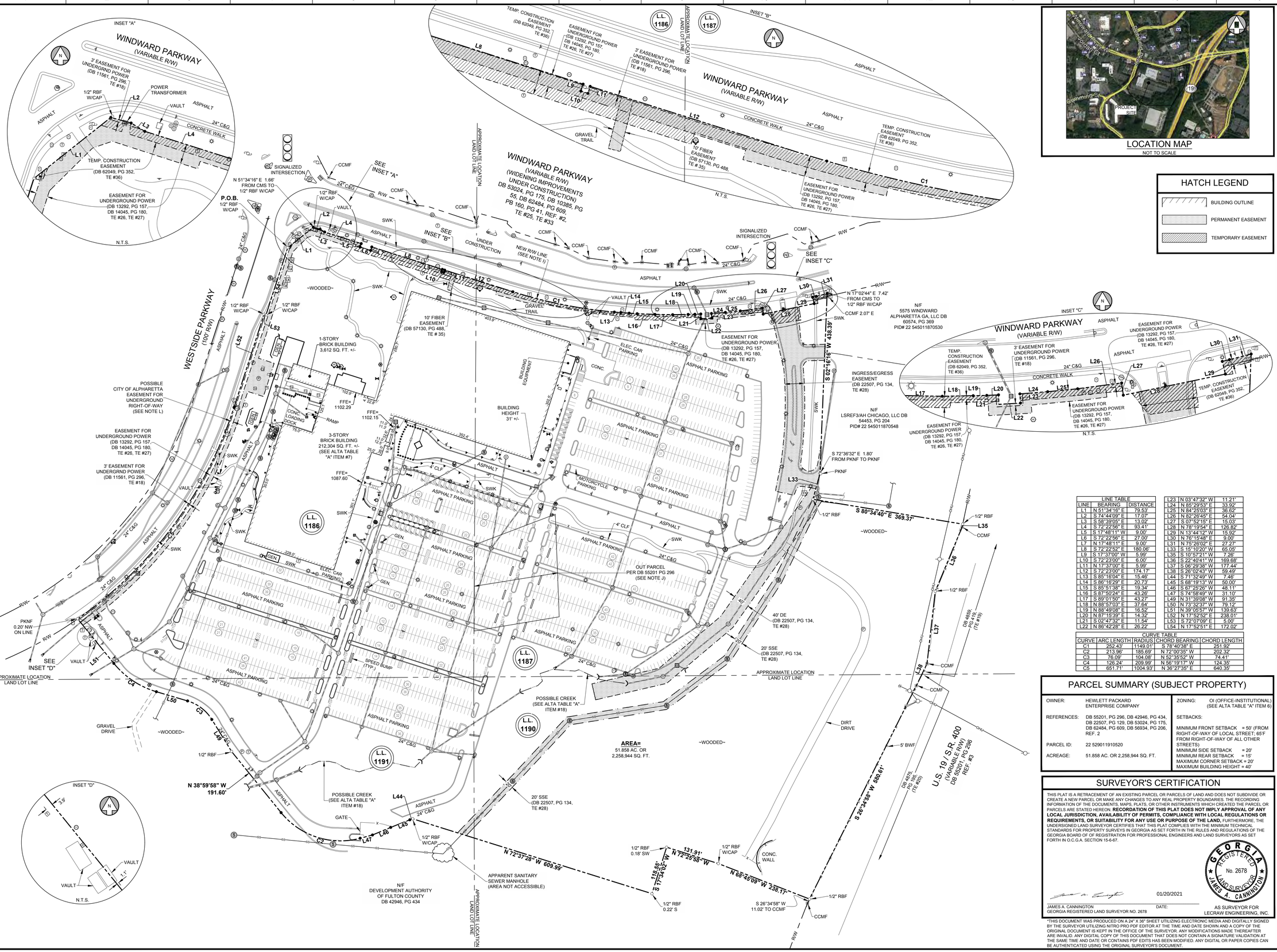
TO ARRIVE AT THE POINT OF BEGINNING, COMMENCE AT AN IRON PIN FOUND AT THE CORNER COMMON TO SAID LAND LOTS 1191, 1192, 1257 AND 1258, SAID DISTRICT, SECTION, COUNTY AND STATE; RUN THENCE NORTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LAND LOT 1192, A DISTANCE OF 899.37 FEET TO AN IRON PIN; RUNNING THENCE NORTH 00 DEGREES 53 MINUTES 28 SECONDS EAST A DISTANCE OF 1,276.00 FEET TO AN IRON PIN LYING ON THE SOUTHERLY LINE OF THE 60 FOOT RIGHT OF WAY OF UNION HILL ROAD; RUNNING THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL ROAD ALONG AN ARC TO THE RIGHT A DISTANCE OF 311.67 FEET TO A POINT (SAID ARC HAVING A RADIUS OF 1,142.00 FEET AND BEING SUBTENDED BY A CHORD 310.71 FEET IN LENGTH AND BEARING NORTH 82 DEGREES 28 MINUTES 59 SECONDS EAST); RUNNING THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL ROAD, A DISTANCE OF 242.53 FEET TO A POINT; RUNNING THENCE SOUTH 89 DEGREES 34 MINUTES 06 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL ROAD, A DISTANCE OF 180.24 FEET TO A POINT; RUNNING THENCE SOUTH 89 DEGREES 26 MINUTES 14 SECONDS EAST CONTINUING ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL ROAD, A DISTANCE OF 221.66 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY POINT IS THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE FROM SAID POINT OF BEGINNING RUNNING NORTH 66 DEGREES 51 MINUTES 43 SECONDS EAST A DISTANCE OF 158.89 FEET TO A POINT; RUNNING THENCE SOUTH 23 DEGREES 08 MINUTES 16 SECONDS EAST A DISTANCE OF 63.03 FEET TO A POINT; RUNNING THENCE SOUTH 39 DEGREES 28 MINUTES 50 SECONDS EAST A DISTANCE OF 5.48 FEET TO A POINT; RUNNING THENCE SOUTH 89 DEGREES 55 MINUTES 09 SECONDS WEST A DISTANCE OF 174.36 FEET TO THE POINT OF BEGINNING.

PARCEL 4 - UNION HILL ROAD TRACT – TRACT III (TRACT K-4)
ALL THAT LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOTS NUMBERED 1185 AND 1192 OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, BEING SHOWN AS TRACT K-4, 0.4115 ACRES, UPON A SURVEY FOR CHATHAM INVESTMENT COMPANY, ET AL., MADE BY BATES-LONG ASSOCIATES, DATED JULY 14, 1987, REVISED SEPTEMBER 1, 1987, TO WHICH REFERENCE IS MADE, SAID PROPERTY BEING PARTICULARLY DESCRIBED AS FOLLOWS:

TO ARRIVE AT THE POINT OF BEGINNING, COMMENCE AT AN IRON PIN FOUND AT THE CORNER COMMON TO SAID LAND LOTS 1191, 1192, 1257 AND 1258, SAID DISTRICT, SECTION, COUNTY AND STATE; RUN THENCE NORTH 89 DEGREES 04 MINUTES 26 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LAND LOT 1192, A DISTANCE OF 899.37 FEET TO AN IRON PIN; RUNNING THENCE NORTH 00 DEGREES 53 MINUTES 28 SECONDS EAST A DISTANCE OF 1,276.00 FEET TO AN IRON PIN LYING ON THE SOUTHERLY LINE OF THE 60 FOOT RIGHT OF WAY OF UNION HILL ROAD; RUNNING THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL-ROAD ALONG AN ARC TO THE RIGHT A DISTANCE OF 311.67 FEET TO A POINT (SAID ARC HAVING A RADIUS OF 1,142.00 FEET AND BEING SUBTENDED BY A CHORD 310.71 FEET IN LENGTH AND BEARING NORTH 82 DEGREES 28 MINUTES 59 SECONDS EAST); RUNNING THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFORESAID RIGHT OF WAY OF UNION HILL ROAD, A DISTANCE OF 242.53 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG AN ARC TO THE LEFT A DISTANCE OF 251.90 FEET TO A POINT (SAID ARC HAVING A RADIUS OF 930.0 FEET AND BEING SUBTENDED BY A CHORD 251.54 FEET IN LENGTH AND BEARING NORTH 76 DEGREES 05 MINUTES 23 SECONDS WEST); RUNNING THENCE SOUTH 89 DEGREES 34 MINUTES 06 SECONDS EAST A DISTANCE OF 528.97 FEET TO A POINT; RUNNING THENCE ALONG AN ARC TO THE LEFT A DISTANCE OF 121.12 FEET TO A POINT (SAID ARC HAVING A RADIUS OF 686.62 FEET AND BEING SUBTENDED BY A CHORD 120.96 FEET IN LENGTH AND BEARING SOUTH 61 DEGREES 41 MINUTES 30 SECONDS WEST); RUNNING THENCE NORTH 89 DEGREES 34 MINUTES 06 SECONDS WEST A DISTANCE OF 180.24 FEET TO THE POINT OF BEGINNING.

PARCEL 5
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOTS 1185, 1186, 1187, 1191 AND 1192, OF THE 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT WHICH MARKS THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY (60-FOOT RIGHT-OF-WAY) OF UNION HILL ROAD AND THE EASTERN BOUNDARY LINE OF LAND LOT 1186; RUNNING THENCE NORTH 10 DEGREES 51 MINUTES 09 SECONDS EAST A DISTANCE OF 92.95 FEET TO A POINT; RUNNING THENCE NORTH 69 DEGREES 45 MINUTES 59 SECONDS EAST A DISTANCE OF 53.70 FEET TO A POINT; RUNNING THENCE NORTH 68 DEGREES 45 MINUTES 28 SECONDS EAST A DISTANCE OF 79.61 FEET TO A POINT; RUNNING THENCE NORTH 67 DEGREES 40 MINUTES 26 SECONDS EAST A DISTANCE OF ...0.00 FEET TO A POINT; RUNNING THENCE NORTH 65 DEGREES 37 MINUTES 35 SECONDS EAST A DISTANCE OF 119.26 FEET TO A POINT; RUNNING THENCE NORTH 60 DEGREES 59 MINUTES 16 SECONDS EAST A DISTANCE OF 128.51 FEET TO A POINT; RUNNING THENCE NORTH 56 DEGREES 55 MINUTES 38 SECONDS EAST A DISTANCE OF 152.57 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 56 MINUTES 47 SECONDS EAST A DISTANCE OF 136.06 FEET TO A POINT; RUNNING THENCE NORTH 35 DEGREES 53 MINUTES 02 SECONDS WEST A DISTANCE OF 18.63 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 92.60 FEET TO A POINT; RUNNING THENCE NORTH 54 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 200.27 FEET TO A POINT; RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE AN ARC DISTANCE OF 233.57 FEET (SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 67 DEGREES 22 MINUTES 12 SECONDS EAST, A CHORD DISTANCE OF 233.32 FEET, AND A RADIUS OF 1,482.39 FEET) TO A POINT; RUNNING THENCE NORTH 62 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 76.31 FEET TO A POINT; RUNNING THENCE SOUTH 27 DEGREES 08 MINUTES 37 SECONDS EAST A DISTANCE OF 31.05 FEET TO A POINT; RUNNING THENCE SOUTH 54 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 651.70 FEET TO A POINT; RUNNING THENCE NORTH 35 DEGREES 54 MINUTES 25 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; RUNNING THENCE SOUTH 55 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 119.26 FEET TO A POINT; RUNNING THENCE SOUTH 55 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 64.50 FEET TO A POINT; RUNNING THENCE SOUTH 60 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 55.55 FEET TO A POINT; RUNNING THENCE SOUTH 61 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 58.50 FEET TO A POINT; RUNNING THENCE SOUTH 64 DEGREES 12 MINUTES 22 SECONDS WEST A DISTANCE OF 57.00 FEET TO A POINT; RUNNING THENCE SOUTH 65 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 57.30 FEET TO A POINT RUNNING THENCE SOUTH 67 DEGREES 01 MINUTE 35 SECONDS WEST A DISTANCE OF 68.85 FEET TO A POINT; RUNNING THENCE SOUTH 70 DEGREES 47 MINUTES 48 SECONDS WEST A DISTANCE OF 587.66 FEET TO A POINT; RUNNING THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 200.27 FEET TO A POINT; RUNNING THENCE SOUTH 72 DEGREES 08 MINUTES 18 SECONDS WEST A DISTANCE OF 142.40 FEET TO A POINT; RUNNING THENCE SOUTH 74 DEGREES 41 MINUTES 28 SECONDS WEST A DISTANCE OF 40.38 FEET TO A POINT; RUNNING THENCE SOUTH 76 DEGREES 59 MINUTES 15 SECONDS WEST A DISTANCE OF 103.22 FEET TO A POINT; RUNNING THENCE SOUTH 81 DEGREES 09 MINUTES 54 SECONDS WEST A DISTANCE OF 78.06 FEET TO A POINT; RUNNING THENCE SOUTH 84 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 45.00 FEET TO A POINT; RUNNING THENCE SOUTH



LOCATION MAP

NOT TO SCALE

HATCH LEGEND

- BUILDING OUTLINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 51°34'16" E	79.53'
L2	S 74°44'09" E	17.07'
L3	S 56°39'05" E	13.02'
L4	S 72°22'56" E	93.41'
L5	S 17°48'11" W	9.00'
L6	S 72°22'56" E	27.00'
L7	N 17°48'11" E	9.00'
L8	S 72°22'52" E	180.06'
L9	S 17°37'00" W	5.99'
L10	S 72°23'00" E	6.00'
L11	N 17°37'00" E	5.99'
L12	S 72°23'00" E	174.17'
L13	S 85°16'04" E	15.46'
L14	S 86°16'29" E	20.73'
L15	S 85°51'38" E	19.34'
L16	S 87°50'24" E	43.26'
L17	S 89°01'50" E	43.27'
L18	N 88°57'03" E	37.64'
L19	N 88°49'08" E	16.52'
L20	N 87°15'39" E	14.32'
L21	S 02°47'32" E	11.54'
L22	N 86°42'28" E	26.22'
L23	N 03°47'32" W	11.21'
L24	N 85°29'53" E	33.92'
L25	N 84°25'03" E	36.62'
L26	N 82°20'45" E	54.04'
L27	S 07°52'15" E	15.03'
L28	N 78°19'54" E	126.82'
L29	N 13°44'12" W	15.92'
L30	N 76°15'48" E	9.00'
L31	N 75°26'02" E	27.27'
L33	S 15°10'20" W	65.05'
L35	S 10°57'21" W	7.26'
L36	S 22°40'41" W	169.68'
L37	S 06°29'38" W	177.44'
L38	S 26°02'43" W	59.49'
L44	S 71°32'49" W	7.46'
L45	S 68°19'13" W	50.00'
L46	S 67°25'26" W	48.11'
L47	S 74°58'49" W	31.10'
L49	N 31°39'08" W	91.35'
L50	N 73°32'37" W	79.12'
L51	N 39°05'57" W	139.63'
L52	N 17°52'52" E	238.01'
L53	S 72°07'09" E	5.00'
L54	N 17°52'51" E	172.02'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	252.43'	1149.01'	S 78°40'38" E	251.92'
C2	213.96'	185.69'	N 72°00'35" W	202.32'
C3	76.09'	104.08'	N 52°35'52" W	74.41'
C4	126.24'	209.99'	N 56°19'17" W	124.35'
C5	651.71'	1004.93'	N 36°27'35" E	640.35'

PARCEL SUMMARY (SUBJECT PROPERTY)

OWNER: HEWLETT PACKARD ENTERPRISE COMPANY

REFERENCES: DB 55201, PG 296, DB 42946, PG 434, DB 22507, PG 129, DB 53024, PG 175, DB 62484, PG 609, DB 56934, PG 206, REF. 2

PARCEL ID: 22 529011910520

ACREAGE: 51.858 AC. OR 2,258,944 SQ. FT.

ZONING: OI (OFFICE-INSTITUTIONAL) (SEE ALTA TABLE "A" ITEM 6)

SETBACKS:

MINIMUM FRONT SETBACK = 50' (FROM RIGHT-OF-WAY OF LOCAL STREET, 65'F FROM RIGHT-OF-WAY OF ALL OTHER STREETS)
MINIMUM SIDE SETBACK = 20'
MINIMUM REAR SETBACK = 15'
MAXIMUM CORNER SETBACK = 20'
MAXIMUM BUILDING HEIGHT = 40'

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. **RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.** FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF DE REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2678 LAND SURVEYOR JAMES A. CANNINGTON

01/20/2021

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

DATE:

AS SURVEYOR FOR LECRAW ENGINEERING, INC.

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LSF001160 EXP: 06/30/2022

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CLIENT
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD
NASHVILLE, TENNESSEE 37203

PROJECT
ALTA/NSPS LAND TITLE SURVEY
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 1190 & 1191,
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:	
DRAWN BY:	AU
FIELD WORK BY:	DTW
REVIEWED BY:	JAC

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW (SEE NOTE E)

0' 50' 100' 200'
GRAPHIC SCALE: 1"=100'

JOB #: 300001

SHEET: 3 OF 3

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GENERAL NOTES

A) THE FIELD SURVEY WAS PERFORMED ON JANUARY 8, 2021. ISSUE OR REVISION DATES ARE BASED ON FIELD OBSERVATIONS MADE AT THAT TIME. ANY CHANGES IN SITE CONDITIONS AFTER THE DATE OF THE FIELD SURVEY ARE NOT REFLECTED HEREON.

B) HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED WITH A TOPCON HIPER+ GPS RECEIVER; GROUND MEASUREMENTS WERE OBTAINED USING A TOPCON PS-103A TOTAL STATION.

C) TOPOGRAPHY AND ELEVATIONS SHOWN ARE REFERENCED TO NAVD '88 DATUM AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING eGPS GNSS REAL TIME NETWORK . THE CONTOUR INTERVAL IS 1 FOOT BASED ON A FIELD-RUN SURVEY.

D) THE BASIS OF ROTATION IS GRID NORTH, NAD '83', GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY eGPS GNSS REAL TIME NETWORK. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

E) BOUNDARY LINES SHOWN GRAPHICALLY HEREON WERE TAKEN FROM ALTA SURVEY PREPARED BY LECRAW ENGINEERING, INC., DATED JANUARY 20, 2021.

F) BASED ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 13121C0059F, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, EFFECTIVE DATE 8/18/2013, THE SUBJECT PROPERTY LIES WITHIN F.E.M.A. ZONE: "X" (OTHER AREAS), DEFINED THEREON AS FOLLOWS:

ZONE "X" (OTHER AREAS): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

OTHER LOCAL FLOODING CONDITIONS MAY EXIST OR SEVERE LOCAL STORMS MAY OCCUR. NO PART OF THIS SURVEY IS A GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT FLOODING WILL NOT OCCUR ON THE PROPERTY. ENGINEERING STUDIES SHOULD BE PERFORMED IF CONDITIONS EXIST THAT MAY CAUSE FLOODING.

G) NO CEMETERY PLOTS OR INDIVIDUAL BURIAL SITES WERE OBSERVED ON THE SUBJECT PROPERTY WHILE CONDUCTING THIS SURVEY. HOWEVER, NO RESEARCH OR SUB-SURFACE INVESTIGATION WAS PERFORMED OR PROVIDED DURING THE COURSE OF THIS SURVEY WHICH WOULD INDICATE THE EXISTENCE OR NON-EXISTENCE OF BURIAL SITES. MORE COMPLETE INVESTIGATION MAY BE NECESSARY IF DISCOVERY OF CEMETERIES, ARCHAEOLOGICAL FINDS, OR OTHER FEATURES THAT MAY NOT BE CLEARLY EVIDENCED ON THE SURFACE IS DESIRED.

H) THE SANITARY & STORM SEWER PIPE LOCATIONS, SIZES, AND MATERIALS SHOWN WERE OBTAINED BY STANDARD SURVEYING PROCEDURES FROM OUTSIDE OF THE MANHOLES, OR FROM RECORD INFORMATION PROVIDED. NO CONFINED SPACE ENTRY, TELEVISING OF LINES, OR ANY OTHER INVESTIGATION METHODS WERE USED. MORE DETAILED INVESTIGATION MAY BE NECESSARY FOR DESIGN PURPOSES. NO OTHER UNDERGROUND UTILITIES ARE SHOWN HEREON.

I) THE STREAM DELINEATIONS AND LOCATIONS SHOWN WERE TAKEN FROM JURISDICTIONAL WATERS FINDINGS REPORT, DATED MARCH 25, 2021, PREPARED BY CORBLU ECOLOGY GROUP.

J)THE STREAM BUFFERS SHOWN ARE BASED ON AN OFFSET FROM THE TOP OF CREEK EMBANKMENT, WHICH IS A MEANDER LINE THAT COULD BE SUBJECT TO CHANGE OR INTERPRETATION. OTHER BUFFERS MAY EXIST AS REQUIRED BY LOCAL AND STATE AUTHORITIES.

SURVEYOR'S CERTIFICATION

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7- 01, 180-7- 03 THROUGH 180-7- 04, 180-7- 06 AND 180-7- 8 THROUGH 180-7- 09 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THIS SURVEYOR'S CERTIFICATION DOES NOT EXTEND TO ANY INFORMATION RELATIVE TO REAL PROPERTY BOUNDARIES. THIS SURVEY IS NOT TO BE RECORDED OR USED TO CONVEY PROPERTY.

GEORGIA REGISTERED No. 2678 LAND SURVEYOR JAMES A. CANNINGTON

JAMES A. CANNINGTON — DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

AS SURVEYOR FOR
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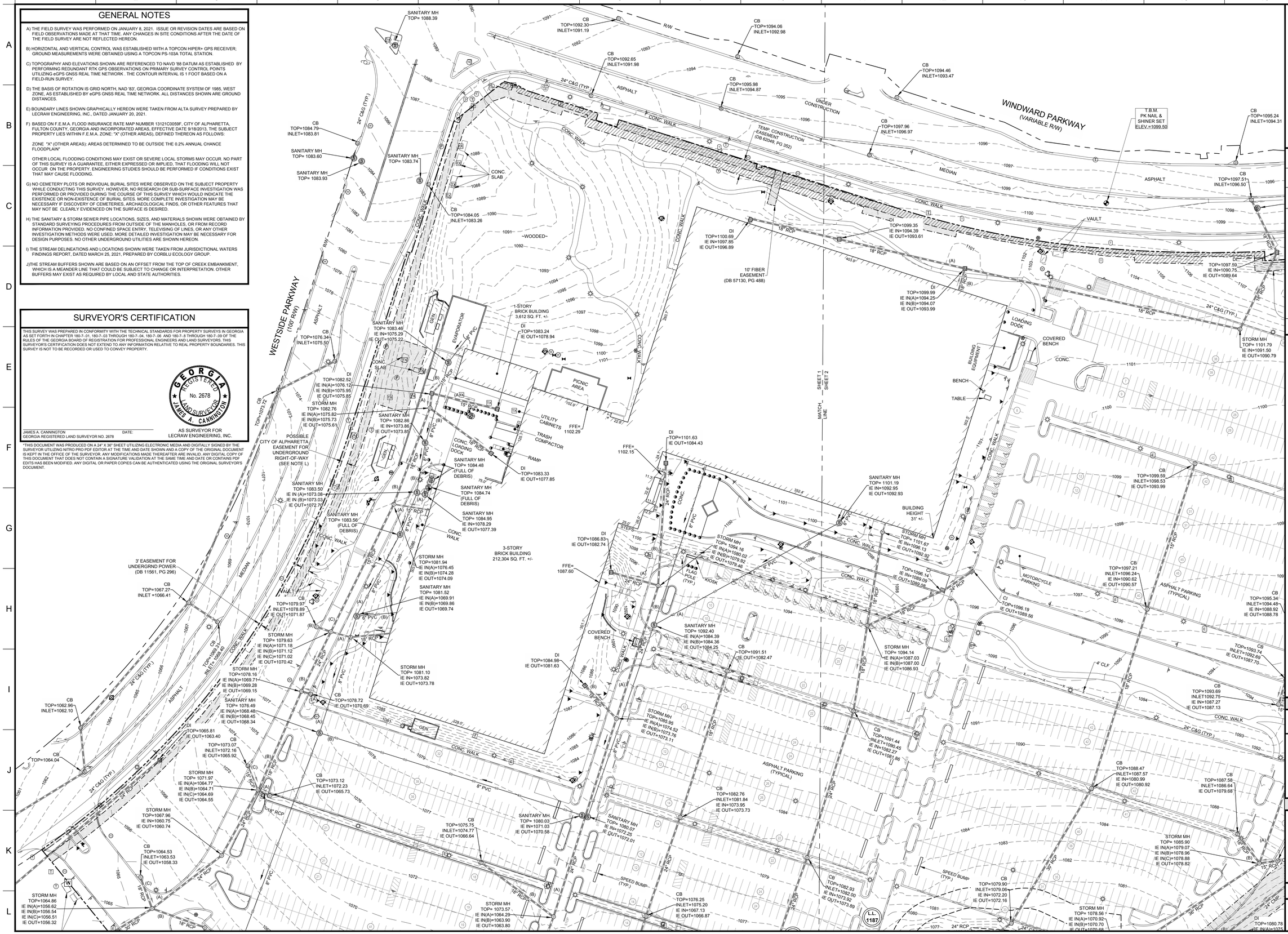

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CLIENT
SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD.
NASHVILLE, TENNESSEE 37203

PROJECT
TOPOGRAPHIC SURVEY
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 190 & 1191,
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:

DRAWN BY:	AU
FIELD WORK BY:	DTW
REVIEWED BY:	JAC

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Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW (SEE NOTE D)

0' 25' 50' 100'
GRAPHIC SCALE: 1"=50'

JOB #: 300001

SHEET: 1 OF 4

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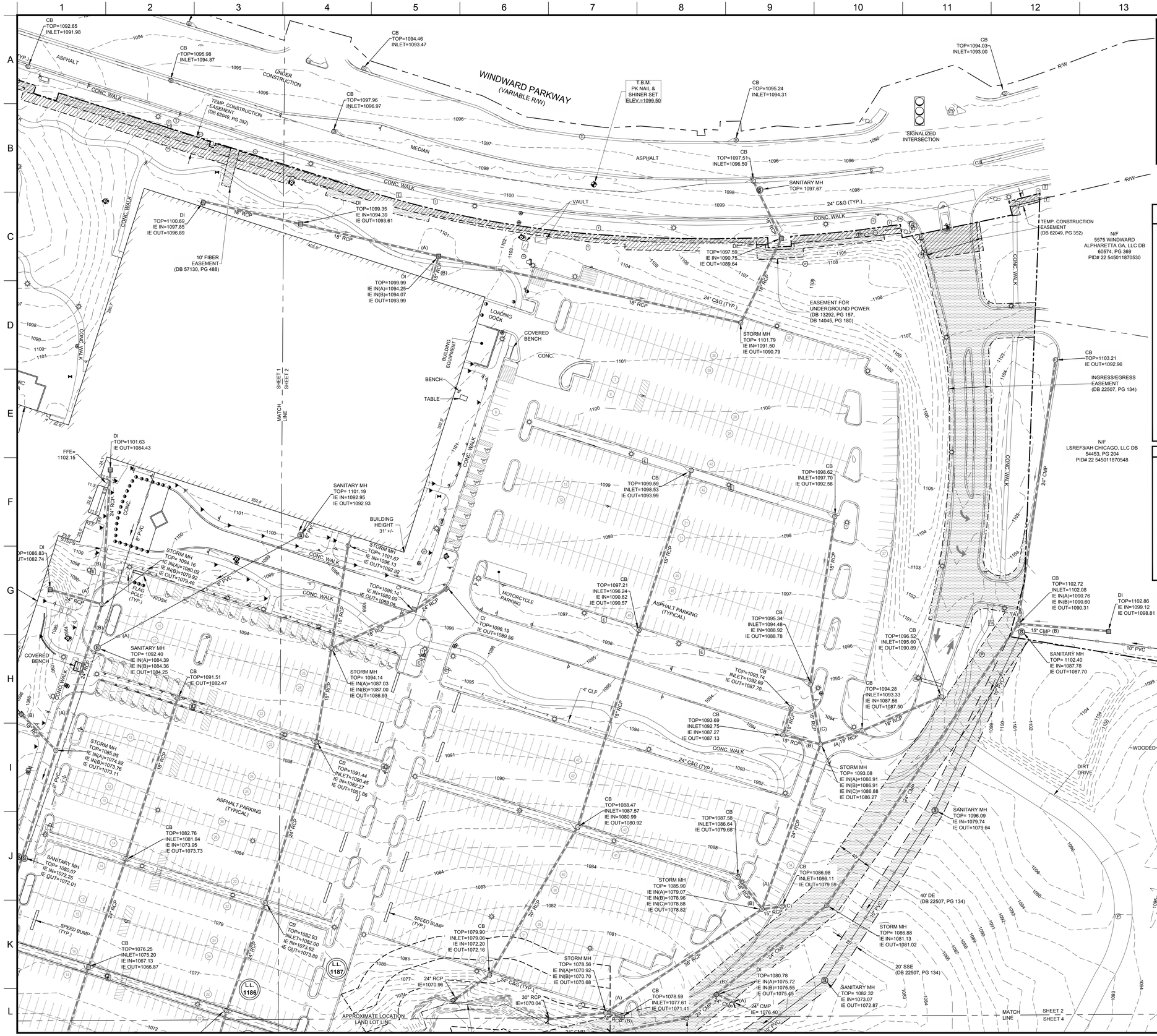

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04/02/2021

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

DATE:

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SYMBOL LEGEND

SINGLE WING CATCH BASIN	TELEPHONE BOX
DOUBLE WING CATCH BASIN	TELEPHONE MANHOLE
FLARED END SECTION	CABLE PEDESTAL
DROP INLET	FIBER OPTICS MARKER
HEADWALL	TRAFFIC SIGNAL HANDHOLE
CURB INLET	TRAFFIC SIGNAL POLE
STORM MANHOLE	CROSS WALK SIGNAL POLE
STORM JUNCTION BOX	BOLLARD
PEDESTAL INLET	STREET SIGN
POWER POLE	HANDICAPPED SPACE
POWER MANHOLE	PAINTED TRAFFIC ARROW
ELECTRIC METER	PARKING COUNT
TRANSFORMER	R/W RIGHT-OF-WAY
LANDSCAPE LIGHT	CMP CORRUGATED METAL PIPE
MISCELLANEOUS MANHOLE	RCP REINFORCED CONCRETE PIPE
SANITARY SEWER MANHOLE	DIP DUCTILE IRON PIPE
SANITARY SEWER GREASE TRAP	HDPE HIGH DENSITY POLYETHYLENE PIPE
CLEANOUT	CI CURB INLET
WATER MANHOLE	DI DROP INLET
FIRE HYDRANT	CB CATCH BASIN
WATER VALVE	FES FLARED END SECTION
WATER METER	MH MANHOLE
IRRIGATION CONTROL VALVE	SSE SANITARY SEWER EASEMENT
FIRE DEPARTMENT CONNECTION	
POST INDICATOR VALVE	

LINE LEGEND

- PERIMETER BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- OHU — OHU — OVERHEAD UTILITY
- RIGHT-OF-WAY LINE
- SETBACK LINE
- EASEMENT LINE
- ROAD CENTERLINE
- CURB & GUTTER
- FENCE
- STORM SEWER
- DITCH/CREEK CENTERLINE
- TOP OF EMBANKMENT
- STREAM BUFFER

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NORTH ARROW
(SEE NOTE D)

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JOB #: 300001

SHEET: 2 OF 4

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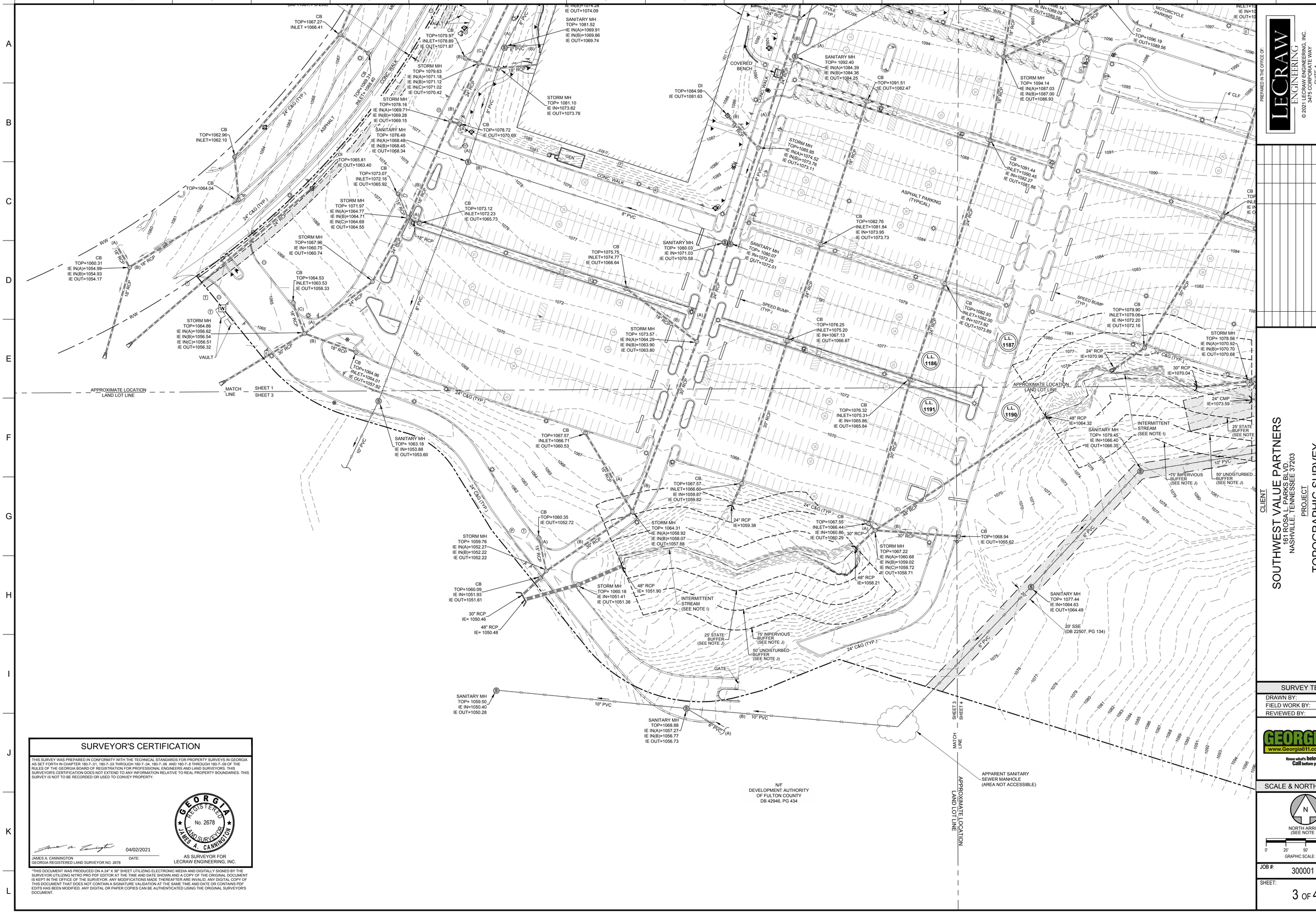

SURVEYOR'S CERTIFICATION

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7..01, 180-7..03 THROUGH 180-7..04, 180-7..06 AND 180-7..8 THROUGH 180-7..09 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THIS SURVEYOR'S CERTIFICATION DOES NOT EXTEND TO ANY INFORMATION RELATIVE TO REAL PROPERTY BOUNDARIES. THIS SURVEY IS NOT TO BE RECORDED OR USED TO CONVEY PROPERTY.

GEORGIA REGISTERED LAND SURVEYOR No. 2678 JAMES A. CANNINGTON

04/02/2021

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

DATE:

AS SURVEYOR FOR
LECRAW ENGINEERING, INC.

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PREPARED IN THE OFFICE OF:

LECRAW ENGINEERING

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3475 CORPORATE WAY
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FAX - 770.441.0298
WWW.LECRAWENGINEERING.COM
LSF001160 EXP: 06/30/2022

REV. #	DESCRIPTION	DATE	DRAWN BY:	CHECKED BY:
0	INITIAL ISSUE	04/02/2021	AU	JAC

CLIENT

SOUTHWEST VALUE PARTNERS
161 ROSA L. PARKS BLVD.
NASHVILLE, TENNESSEE 37203

PROJECT

TOPOGRAPHIC SURVEY
5555 WINDWARD PARKWAY
LOCATED IN LAND LOTS 1186, 1187, 1190 & 1191,
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SURVEY TEAM:

DRAWN BY:	AU
FIELD WORK BY:	DTW
REVIEWED BY:	JAC

GEORGIA 811
www.Georgia811.com
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

N
NORTH ARROW (SEE NOTE D)

0' 25' 50' 100'
GRAPHIC SCALE: 1"=50'

JOB #: 300001

SHEET: 3 OF 4

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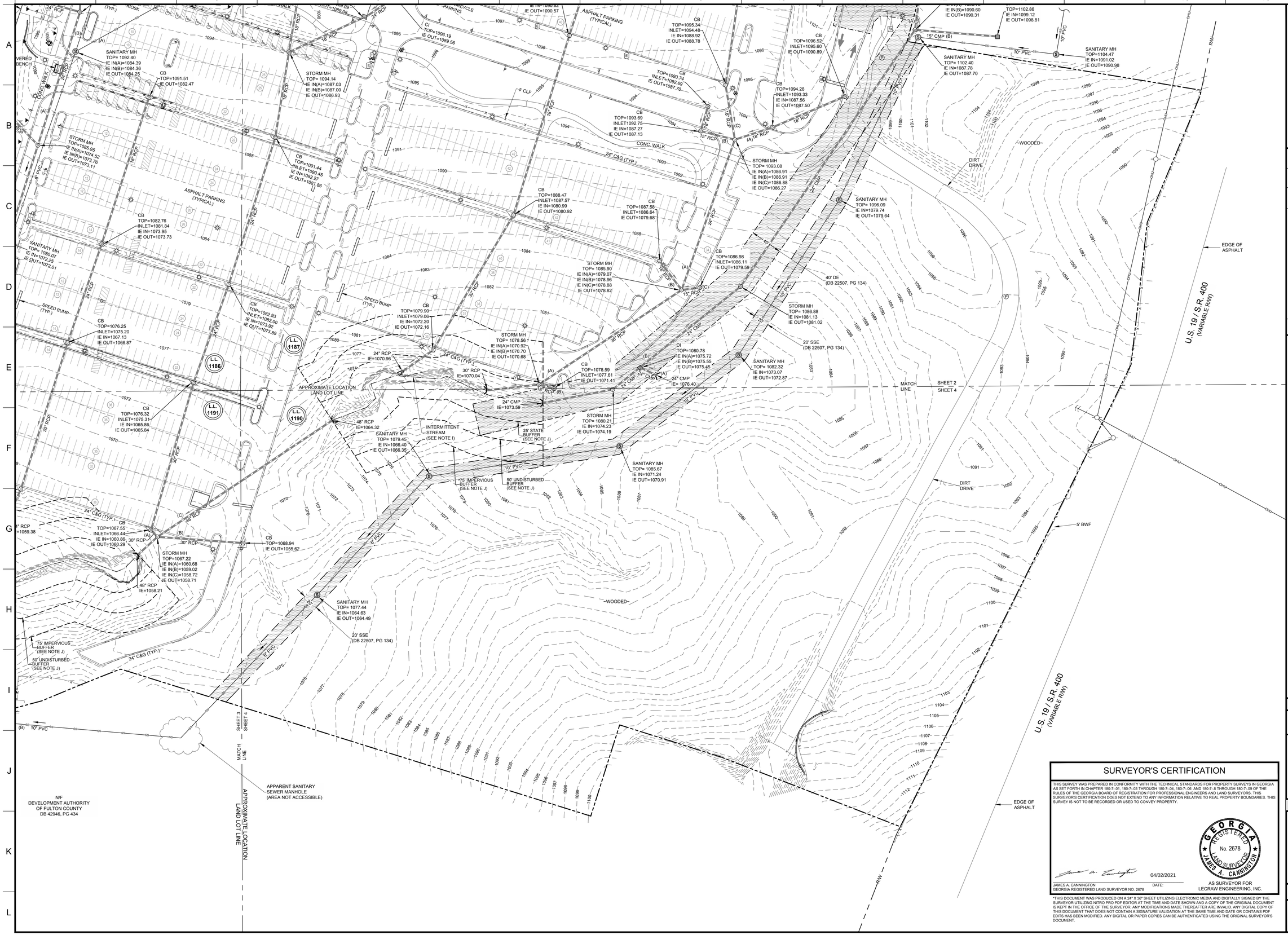

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SHEET: 4 OF 4

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GEORGIA REGISTERED No. 2678 LAND SURVEYOR JAMES A. CANNINGTON

04/02/2021

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

DATE:

AS SURVEYOR FOR
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STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: RESOLUTION: AUTHORIZING THE USE OF EMINENT DOMAIN FOR PROPERTY OWNED BY BRI 1870 NORTH POINT, LLC FOR THE CONSTRUCTION AND EXTENSION OF THE ENCORE GREENWAY TRAIL

APPROVAL OF A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES.

II. RECOMMENDATION:

Adopt a Resolution by the Mayor and Council of the City of Alpharetta, Georgia authorizing the City Attorney to exercise the City's powers of eminent domain to acquire certain interests in property situated in the City of Alpharetta, Georgia for public purposes, including public transportation purposes.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta desires to construct certain multi-use trails to serve as a part of the transportation system, specifically to construct and extend the Encore Greenway Trail. In order to construct and extend a portion of the Encore Greenway Trail, the City has determined that it is necessary for the City to exercise its powers of eminent domain (pursuant to O.C.G.A. §32-3-1 *et seq.*) to acquire certain interests in property owned by BRI 1870 North Point, LLC for the construction of this project.

V. ALTERNATIVES:

Do not adopt a Resolution authorizing the City Attorney to exercise the City's powers of eminent domain to acquire certain interests in property situated in the City of Alpharetta, Georgia for public purposes, including public transportation purposes.

VI. ATTACHMENTS:

Resolution Authorizing Condemnation Encore Greenway

RESOLUTION

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution; the Official Code of Georgia Annotated §32-3-1 *et seq,*, and O.C.G.A. §22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct certain multi-use trails to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and extension of said multi-use trails being known and designated as the Encore Greenway Trail and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. §32-3-1 *et seq.* to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference.

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as BRI 1870 North Point, LLC.;

WHEREAS, the City desires to acquire a non-exclusive, perpetual easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing and use by the general public of a multi-use path and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. §32-3-1 *et seq.* in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said property being now or formerly vested in BRI 1870 North Point, LLC, their successors or assigns.

IT IS HEREBY FURTHER RESOLVED, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.

IT IS HEREBY FURTHER RESOLVED, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ___day of _____, 2022.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

_____
Mayor Pro Tem Merkel

_____
Council Member Donald F. Mitchel

_____
Council Member Brian Will

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Jason Binder

(SEAL)

Attest:

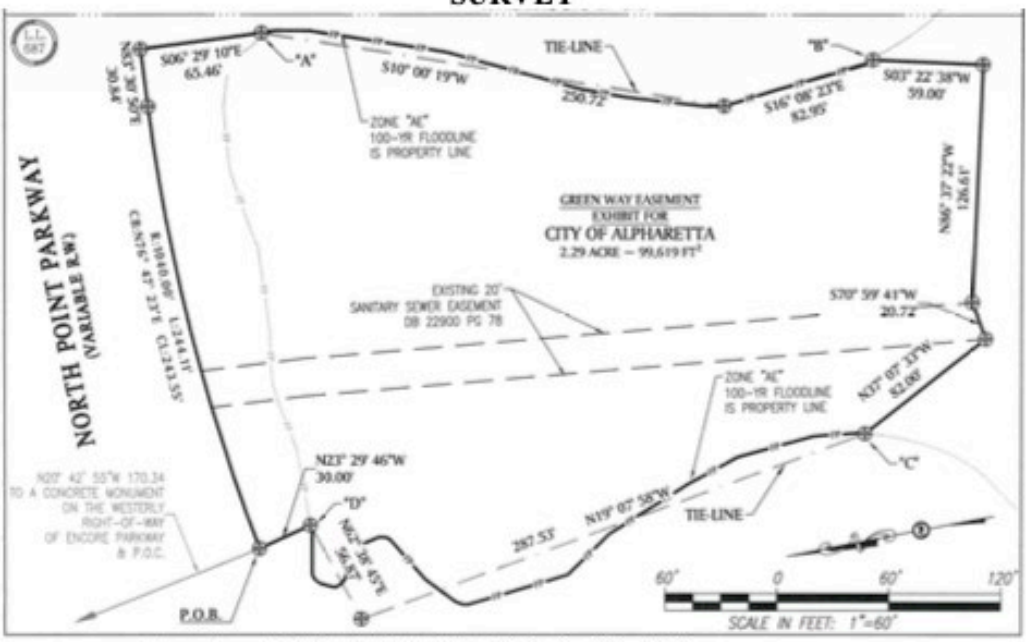
_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney
Jarrard & Davis, LLP

EXHIBIT "A"

SURVEY



A Greenway Easement situated in Land Lot 687, 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a concrete monument at the Northwestern miter corner connecting the Easterly Right-of-Way of Encore Parkway (variable r.o.w.) and the Northerly Right-of-Way of North Point Parkway (variable r.o.w.). Thence S07°42'55"E a distance of 170.34 feet to the Southerly Right-of-Way of North Point Parkway (variable r.o.w.) and the **Point of Beginning** of the Easement herein described:

Thence along said Southerly Right-of-Way the following courses and distances: Northeasterly 244.11 feet along a curve to the right (having a radius of 1040.00 feet, a chord bearing of N76°47'25"E and a chord distance of 243.55 feet); N83°30'50"E a distance of 50.84 feet;
Thence leaving said Southerly Right of Way, S06°29'10"E a distance of 65.46 feet to the Zone "AE" 100 Year Flood Line;
Thence along said Flood Line a distance of 1335 feet, the Tie Lines from Point "A" to Point "B" the following courses and distances: S10°00'19"W distance of 250.72 feet, S16°08'23"E a distance of 82.95 feet;
Thence leaving said Flood Line, S03°22'38"W a distance of 59.00 feet, N86°37'22"W a distance of 126.61 feet, S70°59'41"W a distance of 20.72 feet, N37°07'33"W a distance of 82.00 feet, to the Zone "AE" 100 Year Flood Line;
Thence along said Flood Line a distance of 1380, the Tie Lines from Point "C" to Point "D" the following courses and distances: N19°07'58"W a distance of 287.53 feet, N62°38'45"E a distance of 56.87 feet;
Thence leaving said Flood Line, N23°29'46"W a distance of 30.00 feet to the **Point of Beginning**.

Containing 2.29 acres or 99,619 square feet as depicted on a Greenway Easement Exhibit prepared by Pauhon Mitchell, Inc.; dated February 21, 2020 (Project № 2017122).

This legal description was prepared solely from record documents and other information, and therefore, is for informational purposes only and is not suitable and/or intended for individual recording and/or as a standalone document.



STAFF REPORT

Submitting Department: Public Works
Submitted By: Pete Sewczwicz
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: RFP 21-104 NORTH POINT PARKWAY IMPROVEMENTS DESIGN PHASE: TASK ORDER #2 FOR COLUMBIA ENGINEERING AND TASK ORDER #2 FOR ATKINS

APPROVAL OF RFP 21-104 NORTH POINT PARKWAY IMPROVEMENTS TASK ORDER #2 TO COLUMBIA ENGINEERING FOR DESIGN SERVICES IN THE AMOUNT OF $1,436,400 FOR PURCHASE ORDER 22000078, APPROVAL OF RFP 21-104 North Point Parkway Improvements Task ORDER # 2 TO ATKINS FOR PROJECT MANAGEMENT SERVICES IN THE AMOUNT OF $350,000 FOR PURCHASE ORDER 21000296 AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

II. RECOMMENDATION:

Please approve the following services in connection with the North Point Parkway Corridor improvement Project: Task Order #2 to Columbia Engineering in the amount of $1,436,400 (Purchase Order 22000078) for design services; Task Order #2 to Purchase Order 21000296 for Atkins in the amount of $350,000 for project management services; and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: DESIGN SERVICES OF $2,388,300 (TASK ORDER #1 FOR $951,900; TASK ORDER #2 FOR $1,436,400).
PROJECT MANAGEMENT SERVICES OF $428,500 (CONCEPT PHASE FOR $78,500; DESIGN PHASE FOR $350,000).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Design - North Point Parkway Improvements (Grant/Match; 34074150-541410-C2107)	$1,048,100
Design - North Point Parkway Improvements (TSPLOST 2; 33641100-541410-C2107)	$388,300
Project Management Services - North Point Parkway Improvements (TSPLOST 2; 33641100-541410-C2107)	$350,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
NA	$0.00
NA	$0.00
NA	$0.00

IV. REPORT IN BRIEF:

On June 21,2021, Council awarded RFP 21-104 to Columbia Engineering and allocated funds in the amount of $2,000,000 in association with the North Point Parkway Low Impact Development Streetscape Enhancements and Complete Streets Upgrade. The funding consisted of $1.6M in Federal Funds, through the Atlanta Regional Commission (ARC), to be placed towards the design of the project, and a City match of 20% ($400,000) to cover any additional costs associated with design, right of way, and program management. As these Architectural and Engineering (A&E) Services are funded with Federal dollars, the COA is required to follow the Brooks Act / Qualifications Based Selection (QBS). It should be noted that RFP 21-104, in compliance with QBS, did not require cost as part of the RFP response. The COA then negotiated with the top ranked firm, Columbia, to arrive at the $2 million not to exceed amount approved by City Council and reflected

in the contract with Columbia. Task Order No. 1 was authorized by the Community Development Department for $951,900 leaving a balance of $1,048,100 for the remaining tasks outlined in the contract. Due to various circumstances in scope changes, etc,.described in more detail below, the proposed cost for Task Order no. 2 of $1,436,400 exceeds the remaining contract balance by $388,300. The lump sum negotiated price for Task Order no. 2 is fair and reasonable based on expected hours and rates to PW staff as well as to our consultant Atkins. Additionally, due to some of the same circumstances attributable to the increase in Columbia's contract, Atkins is requesting Task Order no. 2 in the amount of $350,000. This amount is consistent with the projected hours for the project and the rates authorized by the existing contract with Atkins. The total request before Council is $738,300 which is available in the TSPLOST project account for NorthPoint Parkway Improvements.

Background to scope changes, etc.
Due to receiving Federal Funds for the design, the City is required to follow the Georgia Department of Transportation's (GDOT) Plan Development Process (PDP). This process requires significantly more studies, reports, and reviews by numerous divisions with GDOT. In short, the design process takes longer than a typical City-funded project. Over the last year, working with Community Development, the team developed concept plans to reduce vehicular lanes from six to four as well as increase the planting strip from two feet to a minimum of six feet, increase the sidewalk from four/five feet to twelve feet, install green infrastructure elements, and add improved lighting and landscape throughout the corridor from Mansell Road to Haynes Bridge Road.

During the April 25, 2022, Council Workshop, representatives from Community Development and the Design team presented to the Council the status of the work performed to date as well as alternatives for the corridor depicting a 4-lane and 6-lane vehicular corridor. Upon completion of the workshop, Council directed the team to present their findings to the public and receive public feedback. On July 26, 2022, a Public Information Open House (PIOH) was held at City Hall and representatives from the City as well as the design team were present to answer questions as well as speak more in-depth about the project. On June 21, 2022, another workshop was held to discuss the feedback on the lane reduction concept. Upon discussion of the pros and cons of the four-lane section compared to the six-lane section, the Mayor and Council provided staff direction to proceed with the project depicting the typical four-lane section (see attached).

Work up to this point has been primarily focused on planning and looking at elements for the project at a high level. More specifically, the design team submitted what is called a concept report (requirement of following GDOT's PDP process) that identifies the typical section, utilities that may be affected and need to be relocated, environmental concerns (existing streams), number of parcels potentionally requiring right of way or easement acquisition, traffic study, and a preliminary cost estimate. The next phase of the project is to design the corridor based on the elements approved in the concept report and look at the details associated with all of the proposed improvements. In other words, produce detailed construction plans that would enable the City to bid out the project for construction.

Community Development handled the planning/concept phase of the project and now the Department of Public Works will take the lead to complete the construction and right of way plans. Analysis of the design will focus not only on making sure traffic flows on North Point Parkway; tractor trailers can make safe turning movements into and out of developments, but also elements of the design do not have extreme maintenance requirements that lead to significantly higher operating costs. Examples of what Public Works will focus on are the addition of right-turn lanes at key intersections, confirming turning movements of tractor trailers will not traverse over sidewalks or curbs, green infrastructure and eco-friendly stormwater items will collect only runoff from City streets and or right of way (evaluating infiltration trenches where utilities are not present), and any relocated utilities remain outside the sidewalk or the landscape areas. The last component is critical. Utilities that remain and or are relocated under the sidewalk or where new landscape is installed are a great concern to Public Works. Utilities in these areas mean the sidewalk might be disturbed and or closed for utility work, not to mention, new landscape could be damaged due to utility companies working in the area. Public Works understands this might not be 100% feasible, retrofitting a new streetscape along an existing corridor brings about numerous challenges and compromises will need to be made.

RFP 21-104 was issued in March of 2021. Over the last year and a half, the region has seen a cost increase in goods and services across the board. The initial allocation of $2,000,000.00 for the design was developed in early 2020 and did not include any services associated with right of way/easement acquisition or program management. Columbia Engineering's initial scope, task order #1, of completing the required concept report, cost estimate, required studies, and the typical section came to a cost of $951,900.00. The cost to complete the detailed construction plans including lighting, landscape, new traffic signals, erosion sediment control, stormwater, etc. is $1,436,400. The grand total for Columbia's services is $2,388,300.00; $388,300 over the

initial budget. The TSPLOST 2 appropriation for the North Point Parkway Improvements will be used to cover the overage. Several un-forseen factors came about during the first phase of the project, which had a design cost above the initial $2,000,000.00 allocation.

1. Inclusion of a Gateway Feature and gathering area on the NE corner of North Point Parkway and Haynes Bridge Road and development of multiple lighting plans. Development of the Gateway Area will require going through conceptual layouts through the completed development of construction plans. The original concept within the RFP depicted a single pole incorporating a streetlight and a pedestrian light on the same pole. The approved typical section has streetlights as well as pedestrian lights along the entire corridor. The streetlights are on the front side of the 12-foot sidewalk and the pedestrian lights are on the backside of the sidewalk. Cost: $115,000
2. Right of way staking is necessary as part of the right of way/easement acquisition process for property owners to clearly understand where the project limits are on their property. The concept plan depicts easements/right of way that are required from a significant number of parcels along the entire corridor. Each parcel will need to be staked in the field when preparing the right of way plans to depict the required easement and or right of way that needs to be acquired. All of the parcels are not staked at once because not all of the properties along the corridor can obtain easements/right of way at the same time. Additionally, several improvements have taken place along the corridor which require additional surveying to update the corridor survey database to reflect current conditions. Updating the survey is critical for when the project is constructed so that all information the contractor has is accurate and up to date to current conditions. Cost: $68,000
3. During public comment, the protection of the existing landscape along the outside of North Point Parkway was a key design element individuals would like to preserve. The design team will need to perform a robust tree health evaluation and develop specific details and recommendations to protect the existing trees, since several trees straddle public and private property. Cost: $46,000
4. The corridor has significantly more unground utilities than anticipated. Due to the vast number of utilities, Public Works is recommending 60 test holes be performed along the corridor to determine the exact location and depth of utilities. Included in the cost is the necessary traffic control along North Point Parkway to accomplish the test holes. Recent work on Windward Parkway has demonstrated the need to know where utilities are located to prevent issues when construction starts. Accomplishing this work during design will minimize identifying unknown utilities during construction that would require modifying the design and or relocating utilities during construction, which will end up costing the City more dollars due to project delays and additional work. Cost: $133,000
5. Design work along Mansell Road due to removing the third left turn lane. The existing triple left needs to be reduced to dual lefts and modification of the median needs to be designed. Design work includes preparing mainline plans, cross-sections, utility plans, and also incorporating landscape improvements to compliment the aesthetic of the North Fulton Community Improvement Districts Mansell Corridor Improvements. Cost: $27,000

On November 16, 2020, Council awarded $78,500 to Atkins to assist in the preparation of the RFQ/RFP for the North Point Parkway project as well as handle the program management requirements associated with the concept phase of the project. Moving into the detailed design phase of the project, Atkins' fee is $350,000 for Task Order #2. During the design phase of the project, Atkins will review the plans for consistency as well as constructability. Significant hours are required to review the construction plans, review plans for a seamless transition to the construction phase, and ensure all necessary work is compliant with the requirements associated with GDOT's Plan Development Process for receiving Federal Funds for design and construction.

Included in the scope of work for both Columbia and Atkins is developing and reviewing right of way/easement plans for the entire corridor. Professional right of way/easement acquisition services are approximately $13,500 per parcel. This fee includes title research, appraisal report/review, parcel negotiations, and cost to cure reports. Cost to cure reports are for those parcels if monument signs, landscaping, or other existing improvements are disturbed and the property owner is due compensation. Once the project is ready for the ROW/easement acquisition phase, Public Works will present a future task order to Council for approval once we know which parcels the City needs to obtain right of way and or easements from.

The goal is to have the project out to bid in the Fall of 2025. The target date of Fall 2025 is critical due to federally funded projects that are not behind schedule have the potential of losing their funding or their funding being pushed out several years. The team of Columbia, Atkins, and City staff are committed to expediting the

project where we can within the Federal Design Process to ensure no construction funding is compromised and the project can start construction per the approved schedule.

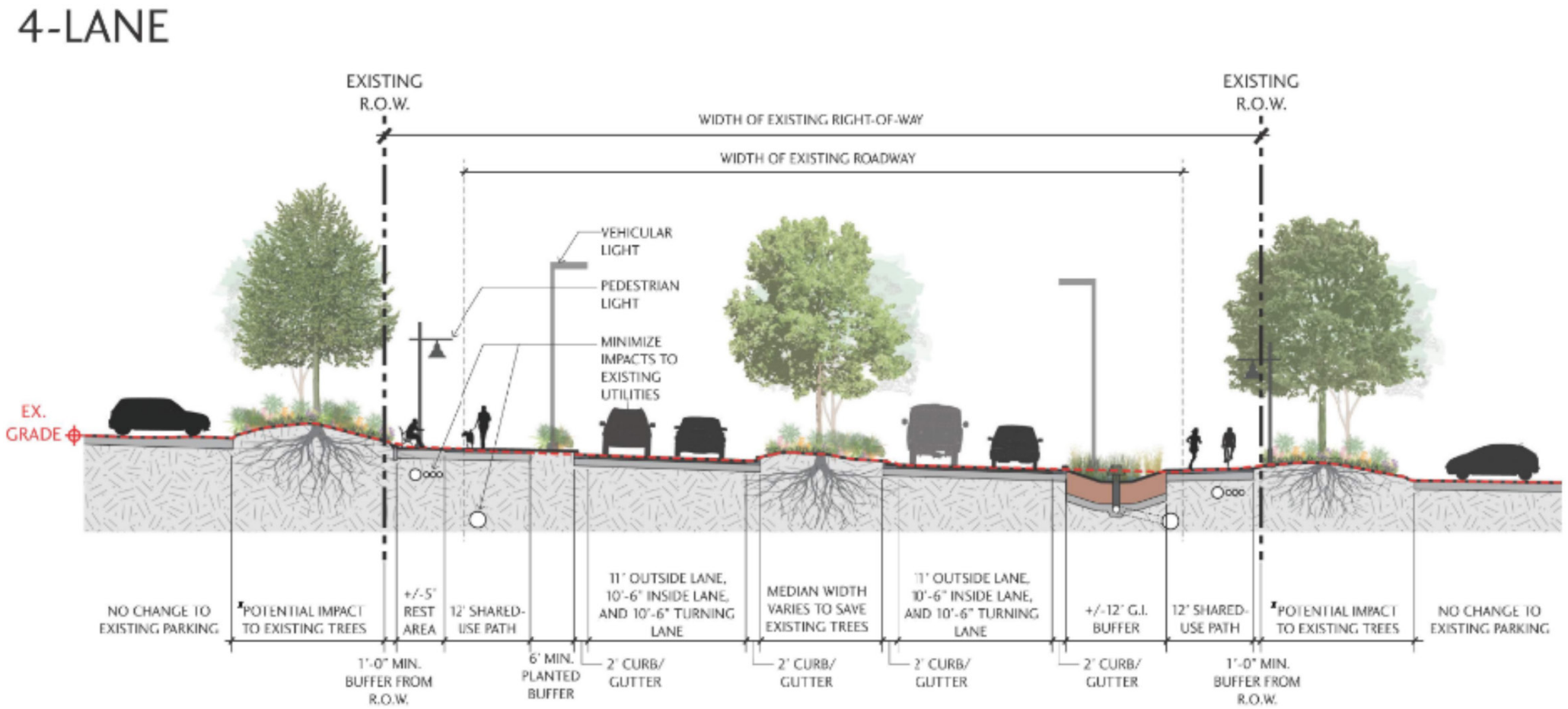
V. ALTERNATIVES:

VI. ATTACHMENTS:

North Point Parkway Typical Cross-Section , Columbia Engineering Proposal, Atkins Proposal, Columbia Hourly Breakdown, Columbia Engineering Contract for Professional Services

Proposed Typical 4-Lane Cross-Section For North Point Parkway

Between Haynes Bridge & Mansell Roads



Columbia Engineering
LAND PLANNERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

phone 770.925.0357 • 800.404.0357
www.columbia-engineering.com

2862 Buford Highway
Suite 200 • Duluth, GA 30096

September 7, 2022

Pete Sewczwicz, PE
Director of Public Works
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009

Re: Design Services: North Point Parkway – Task 2
CES# 5497.00

Dear Mr. Sewczwicz:

We are pleased to submit this Task 2 fee proposal to provide professional design services for North Point Parkway from Mansell Road to Haynes Bridge Road.

PROJECT UNDERSTANDING

North Point Parkway is approximately 1.4 miles long. Our design efforts will be based upon the understanding that the proposed improvements will consist of reducing the existing lanes from a 6 lane section to a 4 lane section, adding 12 foot shared use paths on both sides, adding hardscape/landscape features and green infrastructure. Primary activities will include the following: 1) Project Management; 2) Preliminary, Right of Way, and Final Plans; 3) Traffic Signal Design; 4) Environmental Services; 5) Surveying; 6) Utility Coordination/Subsurface Engineering (SUE); and 7) Lighting Design.

ASSUMPTIONS

- See notes in in the detailed man hour and fee estimate
- Design will generally follow the PDP process modified as applicable for locally let projects
- Additional survey hours included are for tree survey, new bus stop, Chick-Fil-A recent construction, and median/turning lane along Mansell
- Tree survey includes 24" dbh - Large hardwoods such as oaks, hickories, yellow poplars, sweetgums, etc.; 30" dbh - Large softwoods such as pines, deodar cedars, etc.; 8" dbh - Small ornamental trees such as dogwoods, redbuds, sourwoods, etc
- Preliminary, Right of Way, and Final design will be based upon the proposed 4 lane concept presented at the PIOH on July 26, 2022
- No additional traffic analysis/studies will be required
- Columbia will provide 7 day erosion control inspection letter
- Lighting design is for pedestrian and street lighting
- Standard retaining walls will be utilized.
- 60 QLA test holes with 30 requiring maintenance of traffic
- One (1) set of bid/construction plans will be prepared.
- Plans shall be provided to the City at 60%, 70%, and 90% design for review and comment.

- All submittals to the City will be electronic. Columbia understands that GDOT may require paper plans for PFPR and FFPR.

SUMMARY OF COMPENSATION

We propose to provide all services described in the detailed man hour and fee estimate on a lump sum basis. All direct expenses including printing, reproduction, delivery/postage, mileage, etc. are included. Invoicing shall be submitted monthly.

Project Management (CES)	**$ 166,200**
Preliminary, ROW, and Final Design (CES)	**$ 586,700**
Landscape Architecture (SW)	**$ 196,700**
Traffic Signal Design (CES)	**$ 141,500**
Environmental (EPEI)	**$ 53,000**
Surveying (CES)	**$ 33,500**
Subsurface Utility Engineering (Long)	**$ 174,500**
Lighting Plans (Wi-skies)	**$ 84,300**
Total Lump Sum Fee	**$1,436,400**

ADDITIONAL SERVICES

The following items were not included in the estimate above, but can be provided for additional compensation on a negotiated lump sum or hourly rate basis.

- Additional Surveys beyond those listed in the assumptions
- Additional Sketch Renderings
- Additional Sub surface utility engineering (SUE)/Test holes
- Additional Traffic Counts/Analysis/Studies
- Additional Public Involvement beyond Task 1
- Utility Relocation Design
- Special Retaining Wall Design
- Additional Environmental Services
- Right of Way Acquisition Services
- Bid Phase Services
- Construction Administration
- Construction Phase Testing Services

Please call me at (502) 418-6565 if you have any questions or need further clarification of our proposal.

We look forward to working with you on this project!

Sincerely,

Columbia Engineering Services

Randy Strunk, PE
Principal in Charge

Thomas Ziegler, PE
Project Manager

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - By Task

North Point Parkway Prelim to Final
City of Alpharetta
(Contract #)

Submittal Date: Sep-07-2022

Task ID	Description	Price
01	Progam Management including consultant oversight	53,335.26
02	Plan Reviews	210,100.49
03	Meetings with City (including monthly consultant status meetings)	69,507.45
04	Subconsultants and Management	17,056.80
	Total Extended Price	**$350,000.00**

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **5497.00**
PI No.: **0017814**
Prime: **Columbia Engineering and Services, Inc.**
Date: **7-Sep-2022**

Project: **North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade**
County: **Fulton**
Contract Type: **Lump Sum**
Fixed Fee %: **15%**
Master Contract: **contract number**
Contract Expiration: **30-Jun-2025**
Task Order No: **#2**

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Columbia Engineering and Services, Inc.	Columbia Engineering and Services, Inc.	Starr Whitehouse	Sub Firm Name 4	Columbia Engineering and Services, Inc.	Edwards Pitman		Columbia Engineering and Services, Inc.	Platinum Geomatics	Long Engineering	United Consulting	Wi-skies		
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Bridge Design & Hydraulics	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting		
	Totals	**$ 1,436,011.78**	**$ 166,180.66**	**$ 586,634.03**	**$ 196,649.46**	**$ -**	**$ 141,439.96**	**$ 52,977.22**	**$ -**	**$ 33,414.65**	**$ -**	**$ 174,481.71**	**$ -**	**$ 84,234.09**	**$ -**	**$ -**
1	**Concept Development**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
2	**Database Preparation**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
3	**Environmental Document**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
4	**Preliminary Plans**	**$ 869,015.60**	$ 74,510.05	$ 341,100.70	$ 129,875.24	$ -	$ 75,310.98	$ -		$ 33,414.65	$ -	$ 174,481.71	$ -	$ 40,322.27		
5	**Right of Way Plans**	**$ 64,735.25**	$ 18,799.77	$ 45,935.48	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
6	**Final Plans**	**$ 478,063.01**	$ 72,870.84	$ 199,597.85	$ 66,774.22	$ -	$ 66,128.98	$ 28,779.30		$ -	$ -	$ -	$ -	$ 43,911.82		
7	**Construction Services**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
8	**Special Studies**	**$ 24,197.92**	$ -	$ -	$ -	$ -	$ -	$ 24,197.92		$ -	$ -	$ -	$ -	$ -		
9	**Public Involvement**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -		
	Fixed Fee	**$ 168,199.63**	$ 21,456.86	$ 74,858.20	$ 25,441.23	$ -	$ 18,233.30	$ 6,905.23		$ 4,275.54	$ -	$ 6,048.00	$ -	$ 10,981.27		
		Tab Name>>	PM1	Rd1	DS1	Br1	Trf1	Env1	Env2	Srv1	Map1	SUE1	OMT1	Lt1		
	DBE (Yes or No)		**No**	**No**	**No**		**No**	**No**		**No**	**Yes**	**No**	**No**	**No**		
	DBE Participation	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	DBE %															
	Contract DBE Goal %	**0.0%**														

Georgia Department of Transportation

COST PROPOSAL

Proj. No.: **5497.00**
PI No.: **0017814**
Prime: **Columbia Engineering and Services, Inc.**
Date: **7-Sep-2022**

Project: **North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade**
County: **Fulton**
Contract Type: **Lump Sum**
Fixed Fee %: **15%**

Master Contract: **contract number**
Contract Expiration: **30-Jun-2025**
Task Order No: **#2**

Hours Summary
By Phase / Firm

Phase	Phase Description	Total Hours	Columbia Engineering and Services, Inc.	Columbia Engineering and Services, Inc.	Starr Whitehouse	Sub Firm Name 4	Columbia Engineering and Services, Inc.	Edwards Pitman		Columbia Engineering and Services, Inc.	Platinum Geomatics	Long Engineeing	United Consulting	Wi-skies		
			Project Management	Roadway Design	Design Support	Bridge Design & Hydraulics	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting		
	Totals	**8,374**	**725**	**3,574**	**1,722**	**-**	**741**	**428**	**-**	**220**	**-**	**338**	**-**	**626**	**-**	**-**
1	**Concept Development**	**-**	-	-	-	-	-	-		-	-	-	-	-		
2	**Database Preparation**	**-**	-	-	-	-	-	-		-	-	-	-	-		
3	**Environmental Document**	**-**	-	-	-	-	-	-		-	-	-	-	-		
4	**Preliminary Plans**	**4,871**	326	2,100	1,155	-	414	-		220	-	338	-	318		
5	**Right of Way Plans**	**364**	84	280	-	-	-	-		-	-	-	-	-		
6	**Final Plans**	**2,931**	315	1,194	567	-	327	220		-	-	-	-	308		
7	**Construction Services**	**-**	-	-	-	-	-	-		-	-	-	-	-		
8	**Special Studies**	**208**	-	-	-	-	-	208		-	-	-	-	-		
9	**Public Involvement**	**-**	-	-	-	-	-	-		-	-	-	-	-		

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CONTRACT NAME: NORTH POINT PARKWAY LID STREETSCAPE ENHANCEMENTS AND COMPLETE STREETS UPGRADE PROJECT DESIGN; GDOT PI #0017814
CONTRACT NO. 21-104

CITY OF ALPHARETTA
STANDARD CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between **Columbia Engineering and Services, Inc.**, a Georgia corporation with its principal office located at 2862 Buford Highway, Duluth, GA 30096 (the "Consultant") 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 Qualifications No. 21-1001 dated October 22, 2020 (the "RFQ"), the City's Request for Proposal No. 21-104 dated March 18, 2021, including any addenda thereto (the "RFP"), and the Consultant's Proposal dated April 22, 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 shall govern; provided however, to the extent any of Consultant'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 shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

2. Scope of Services. The work to be performed by the Consultant under this Contract shall encompass and include all detail work, services, materials, equipment, and supplies as described in Exhibit A The Consultant shall prepare and deliver plans, special studies, specifications, estimates, applications, reports, etc. in accordance with the terms and conditions of each Task Order issued by the City. Each Task Order shall be negotiated between the Parties and shall indicate the specific services to be provided which shall be in accordance with the range of the scope of work defined in **Exhibit A, Scope of Services**, including a detailed time schedule for completion of the work.

   Further it is understood by the parties that no management support services shall be included in a Task Order unless the support responsibilities are within the scope of the originally executed Contract. Management support services shall not include any activities that are inherently a governmental function as listed in Federal Acquisition Regulation 7.503(d), including but not limited to approving contractual documents, administering contracts, and the collection, control or disbursement of public funds including the examination of routine vouchers and invoices. All management support services that will be performed by the Consultant shall be included within the Contract and reiterated in the Task Order where applicable. Any management support services that were not included within the original Contract but subsequently become necessary shall be included in a Task Order only after the execution of a Supplemental Contract to the original Contract to include the addition of the needed management support services.

   (a) Task Orders: Each Task Order shall be assigned one specific **City Task** identification number which shall be used by the Consultant in all Project documents, including requests for payment. No payments for work by the Consultant under this Contract will be made which are not authorized by a written Task Order from the City. The cost of such services authorized by the City shall be paid for in accordance with Section 8 and 9 Maximum Compensation and Compensation Methodology**.**

   The terms of the Task Order shall not be modified without written approval from the City and the Consultant. The Consultant shall not begin any work on a Task Order until

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authorized in writing by the City and evidenced by a Notice to Proceed. Such notice shall provide an effective date for the start of services. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of the Task Order or before the Notice to Proceed for the Task Order has been issued by the City without written authorization from the City, will not be considered for payment.

(b) Frequency: Because this Contract has no set frequency for the desired services, the Consultant(s) shall perform the required services upon issuance of a Task Order. The City will order from the Consultant the services specified in the Contract that are required by the City's activity or activities. The City is not required to utilize the Consultant, in excess of the amount specified in Section 8 Maximum compensation. If the City urgently requires delivery of any performance of service before the earliest date that performance may be specified under the Contract, and/or if the Consultant will not accept an order providing for the accelerated performance, the City may acquire the urgently required service(s) from another source.

(c) Ordering: Any services to be furnished under the Contract shall be ordered by issuance of Task Orders as indicated under Ordering Protocol. Such orders may be issued upon execution of the Contract and throughout the stated performance period. The project to be serviced shall be identified in the specific Task Order. All Task Orders are subject to the terms and conditions of the Contract. In the event of a conflict between a Task Order and the Contract, the Contract shall control. Notices to Proceed for Task Orders will be issued by electronic mail (e-mail) with original documents following. The Task Order is considered "issued" when the Notice to Proceed e-mail is sent.

(d) Ordering Protocol: The City's Project Manager will initiate the ordering of a task by submitting a purchase requisition to the appropriate procurement administrator. Procurement will complete the ordering process and issue the Task Order once it is executed.

(e) Work and Receipt of Task Orders: Upon issuance of a Notice to Proceed (NTP) for a Task Order, the Consultant shall perform the services described in the Task Order for the indicated project. The Consultant is required to commence performance for a specific Task Order within seven (7) business days of NTP for each Task Order. The Consultant will be allowed a performance period stated in the Task Order to complete the work required by the individual Task Orders. Upon mutual Contract the Parties may enter into a Task Order structured in a Job Order or Work Authorization format. Such a Task Order will specify services and reimbursement methods for work to be accomplished under that Task Order. The Task Order will also provide the specifics of how Job Orders or Work Authorizations will be initiated, managed, and closed.

3. Warranty. The Consultant warrants to the City that its design and the Professional Design Services provided for the Project are consistent with sound design principles commonly used by similar professionals meeting the Standard of Care set forth below. The Consultant does not undertake to make any other warranty, express or implied including any warranty as to the materials, design, manufacture, or workmanship of the equipment or construction means or methods. As between the City and the Consultant, the sole remedy for material breach of this agreement during the design and Construction Contract Administration phase of the Project by the Consultant is that:

(a) The Consultant shall correct its negligent errors and omissions, at no expense whatsoever to the City; and

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(b) This agreement does not enlarge or diminish the Consultant's liabilities as the result of a Negligent Professional Act in the performance of professional services as defined below.

4. Qualifications and Professional Standards. In performance of services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and like circumstances.

   The Consultant shall employ only persons qualified and duly registered as applicable in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

   The Consultant shall endorse all work performed under this Contract. As applicable, such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for the work prescribed by this Contract.

   All final plans, documents, reports, studies, and other data prepared by the Consultant shall bear the professional's seal and signature in accordance with the Official Code of Georgia that governs and administers rules promulgated by and guidelines published by the City which are in effect at the time of execution of this Contract. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statute and/or rules in effect during the performance of the Services shall take precedence.

5. Accuracy of Work. The Consultant shall be responsible for the accuracy of the Project Deliverables and shall promptly correct its professional errors and omissions without additional compensation from the City. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or for the costs associated with any additional work, which may include construction costs caused by negligent errors in, or negligent omissions from, the plans prepared by the Consultant to the proportionate extent as determined by a trier of fact.

   At any time during the construction of the Project provided for by the plans or during any phase of work performed by others based on data secured by the Consultant under this Contract, the Consultant shall confer with the City for the purpose of correcting any errors or omissions. The Consultant shall give prompt attention to these changes so as to avoid delay to others.

6. Review of Work. Authorized representatives of the City, or other appropriate agencies, may at all reasonable times have access to review and inspect the activities and data collected under the terms of this Contract and any amendments thereto. All documents, plans, papers, records, reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the Consultant under the terms of this Contract, shall be available to authorized representatives of the City or other appropriate agencies for inspection and review at all reasonable times in the General Offices of the City or the office of the Consultant as determined by the City. Acceptance by the City shall not relieve the Consultant of its professional obligation to correct, at its expense, any of its professional errors in the work. The Consultant shall incorporate the City's review recommendations into the plans and in the execution of any work performed under the terms of this Contract.

7. Quality Control/Quality Assurance. The Consultant shall be required at all times to maintain a Quality Control/Quality Assurance Plan for all work performed under this Contract, including work produced by sub-consultants. The Quality Control/Quality Assurance Plan shall be subject to review and acceptance by the City before it is implemented by the Consultant. The City reserves the right to inspect at any time all reports, data, and records pertaining to the

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Quality Assurance/Quality Control review processes in place for services provided under the Contract. Failure to satisfactorily utilize the Quality Assurance/Quality Control Plan for services under this Contract shall be grounds for termination.

(a) Quality Control (QC) is defined as the operational activities put in place to control the quality of a product or service. These include such activities as providing clear decisions and directions, constant supervision by experienced individuals, immediate review of completed activities for accuracy and completeness, and accurate documentation of all decisions, assumptions, and recommendations.

(b) Quality Assurance (QA) is defined as the certainty that products and services meet the requirements for quality. The objective of quality assurance is the continual improvement of the total delivery process to enhance quality, productivity, and customer satisfaction. Essentially, QA is what the project manager does to confirm that a QC program is effective and provides feedback upon which further development of the QC program can be made. When quality assurance is well-implemented, progressive improvement in terms of both reducing errors and omissions and increasing product usability and performance should be noted.

(c) Quality Control/Quality Assurance Plan is defined as a comprehensive, well-defined, written set of procedures and activities aimed at delivering products that meet or exceed a customer's expectations, as expressed in contract documents and other published sources. A quality control plan will identify the organization or individuals responsible for quality control and the specific procedures used to ensure delivery of a quality product. A quality control plan will also detail quality assurance measures and the method of accountability and required documentation.

8. Maximum Compensation. The Consultant shall be paid a maximum amount of **TWO MILLION** dollars **($2,000,000)** for completed work and services assigned to all Project Phase Task Orders under the terms of this Contract. The compensation to the Consultant shall be subject to the terms and conditions of this Contract. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and equipment necessary to complete the work specified in Exhibit A, Scope of Services and within each Project Phase Task Order. The cost of such services shall be paid in accordance with each Project Phase Task Order. The Consultant shall conform to all applicable portions of 48 Code of Federal Regulations (CFR) Part 31.

9. Compensation Methodology. The Parties agree that compensation and payment shall be made using one or both of the following methods on each Task Order, as follows:

(a) Cost Plus Fixed Fee Method: It is agreed by the Parties hereto that the maximum allowable cost to the City for work completed by the Consultant under the terms of this Contract is the summation of the estimated allowable costs and fixed fees for the completion of work contained in **EXHIBIT A, SCOPE OF SERVICES** and within each Task Order.

Allowable costs shall include both direct and indirect costs incurred by the Consultant which is provided for in the Consultant's Cost Summary for each Task Order and subject to the limitations prescribed therein.

i. Direct Costs: The City will pay to the Consultant for the performance of this Contract an amount equal to such direct costs as are incurred by the Consultant, up to the maximum compensation attributable to the specific work covered by this Contract and allowable under generally accepted accounting principles and as

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allowed in the Federal Acquisition Regulation Subpart 31.2 and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of materials and supplies, and other miscellaneous direct costs incurred by the Consultant. As specified in this Contract, the validity of these direct costs may be verified from the cost records of the Consultant by authorized representatives of the City as the work progresses, and in any event before final settlement of the Consultant's cost under the terms of this Contract or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the Project shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments, or equipment normally and generally used by the Consultant. However, the City agrees to reimburse the Consultant for the direct costs of any special equipment, which is essential to the Project, and usable only on the Project provided such special equipment is listed in the budget estimate, or prior written approval by the City is obtained. The Consultant warrants that items of equipment included as part of the direct costs are not included in any manner in indirect costs as hereinafter provided. It is further understood and agreed by the parties hereto that title to such special equipment purchased by the City shall vest in the Consultant until the completion or termination of the terms of the Contract at which time title shall vest in the City.

The rate of compensation for work performed on this Project by a professional staff member or employee of the Consultant shall not exceed the salary rate of such person that is applicable to that person’s other activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

Expense for travel outside the State of Georgia shall not be an allowable direct cost under this Contract unless such travel is listed in the Consultant’s Cost Summary for the Task Order**,** or approved in writing in advance by the City. In addition, direct allowable costs for travel within the State of Georgia shall be limited to the amount included in the Fee Schedule, unless prior written approval is obtained from the City for increasing such amount. This approval by the City shall not change the total estimated cost as specified herein.

ii. Indirect Costs: The City shall reimburse the Consultant for such indirect costs as are properly chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Acquisition Regulation Subpart 31.2, and not prohibited by the laws of the State of Georgia. Such indirect costs denoted as Overhead in the Consultant’s Cost Summary per Project Task Order as issued, shall be reimbursed at a provisional overhead rate applied to the amount paid as direct salaries and wages to persons employed by the Consultant on the Project as shown in Consultant’s Cost Summary. The provisional overhead rate may be adjusted whenever an audit undertaken by the City shows this rate to be in disagreement with the actual overhead rate incurred by the Consultant. Upon completion of the Project, the City will determine final payment for indirect costs by audit of the Consultant's accounts to establish the actual allowable overhead rate experienced during the period of performance of this Contract. In the event the Consultant's actual allowable overhead rate during this period is less than the provisional overhead rate established herein, the Consultant shall reimburse the City the difference between the indirect cost computed on the basis of the

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provisional overhead rate and the actual allowable indirect cost computed on the basis of the actual allowable overhead rate established in accordance with the provisions of this Article. The Consultant shall invoice the City at the provisional overhead rate allowed with the understanding that this rate may be adjusted upon audit by the City pursuant to the provisions of this Paragraph. The Consultant further agrees that the decision of the City in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect costs may be verified from the indirect cost records of the Consultant by authorized representatives of the City and Federal Government as the work progresses, and in any event before final settlement of the Consultant's costs under the terms of this Contract, or amendments hereto.

iii. Fixed Fee: It is agreed by the Parties hereto that the maximum amount for the fixed fee under the terms of this Contract is as shown in the Consultant's Cost Summary for each Task Order as well as in each Task Order.

An adjustment to this fee may be justified only after the City has required substantial changes in the scope, objectives, complexity or character of work to be performed.

Should the work under this Contract be terminated by the City, pursuant to the provisions of Section 12 Termination, final payment shall be made based upon the percentage of work completed at point of termination. The fixed fee in this case shall be adjusted as follows:

Adjusted Fixed Fee = Fixed Fee x Percent Contract Complete.

iv. Progress Payments: The Consultant shall prepare invoices and supporting documentation, in accordance with the Consultant's Cost Summary, for each Project Task Order issued, showing in detail the actual allowable costs incurred by the Consultant on the Project for the invoice period. Said invoice shall also include a percentage of the fixed fee for each phase. Said percentage shall be equal to percent contract complete which shall be computed as follows:

Percent Contract Complete = [(Labor Earned) + (Overhead Earned)] /

[(Estimated Labor) + (Provisional Overhead)]

The Consultant shall utilize the City's electronic invoicing system to submit invoices. The City will not require supporting documentation to be included with these invoices in accordance with Section 9 b. invoicing. Upon the basis of its review of such invoices, the City will, at the request of the Consultant, make payment to the Consultant as the work progresses but not more often than once a month. Should the work begin within any one month, the first invoice shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The invoices shall be numbered consecutively until the work is completed, (beginning with one). Payment will be made in the amount of sums earned less previous partial payments.

v. Final Payment: Upon satisfactory completion by the Consultant of the services described in this Contract, the City shall approve the final payment to the Consultant in accordance with the Consultant's Cost Summary; applicable to each Project Task Order issued, less any payments in process or already paid.

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Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for non-payment, which the Consultant may have against the City, unless such claims are specifically referred in writing and transmitted to the City by the Consultant prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute Contract as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the City within thirty (30) business days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment. The Consultant has twenty (20) business days after receipt of the Final Post Audit to appeal to the City for audit findings.

(b) Firm, Fixed Price Method: When using the firm, fixed price method, the Parties agree that compensation and payment for full and complete compensation of all work, materials, and services furnished under the terms of this Contract, will be paid to the Consultant for each Project Task Order. The firm, fixed price amount for a Project Task Order shall be based on estimated staff hours, direct labor rates, direct expenses, an overhead rate, and sub-consultant costs. The firm, fixed price amount for each Project Task Order shall not be exceeded unless the City determines that there is a substantial change in scope, character, or complexity of the service from those originally negotiated for the Project Task Order.

(c) Billing Rates Method: When using the billing rates method, the Parties agree that compensation and payment for full and complete compensation of all work, materials, and services furnished under the terms of this Contract, will be paid to the Consultant for each Project Task Order based on hourly billing rates submitted with the Project Task Order for the staff proposed to be utilized on the Project Task Order. The total, not to exceed amount for a Project Task Order shall be based on estimated staff hours at these billing rates and sub-consultant costs. The amount for each Project Task Order shall not be exceeded unless the City determines that there is a substantial change in scope, character, or complexity of the service from those originally negotiated for the Project Task Order.

10. Invoicing - The Consultant shall be paid by the City for completed work and services rendered under this Contract as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and equipment necessary to complete the work specified in Exhibit A, Scope of Services and within each Task Order. The Consultant shall conform to all applicable portions of 48 Code of Federal Regulations (CFR) Part 31. Payment to the Consultant will be made upon receipt and approval of invoices submitted as specified.

    Upon payment in full of all amounts due hereunder, Consultant shall deliver all plans, specifications, reports, studies, notes, electronic data, and other related documents which are required to be furnished by the Consultant. The payment of one-hundred percent (100%) of the amounts earned, less the total of all previous payments, shall be paid by the City to the Consultant. However, both Parties agree that for any Task Order which is being paid based upon fixed hourly rates, that one-hundred percent (100%) of the amount payable shall be equal to one-hundred percent (100%) of the actual work performed which may be less than the full amount authorized by the Task Order.

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The Consultant agrees that acceptance of this final payment for each Project Task Order shall be in full and final settlement of all claims for non-payment by the City for work done, materials furnished, costs incurred.

Invoices shall be submitted to:

City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Eric Graves

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 Consultant shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are in dispute, in which event that portion of payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties.

11. Commencement of Services, Substantial Completion and Final Completion.

(a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Consultant shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Consultant shall commence performance of the Work ("Commencement of Work") within ten (10) days of receipt of the Notice to Proceed.

(b) Time for Performance. Consultant shall perform the Work in accordance with the project schedule set forth in the Proposal or as otherwise mutually agreed to by the parties prior to the Commencement of Work; provided, however, Consultant shall fully perform and complete the Work within **1,460 days** following the Commencement of Work. However, the time for the Consultant's performance shall be extended due to delays outside of Consultant's control.

(c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.

(d) **Time is of the Essence.** All limitations of time set forth in this Contract are of the essence.

12. Duration of Contract.

(a) Contract Term. This Contract is effective as of the contract execution date and shall terminate upon completion, unless terminated earlier under #6 of this Contract and as further set forth herein and in accordance with O.C.G.A. § 36-60-13. The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City through a Notice to Proceed which shall provide an effective date for the start of Consultant services. No services of any kind, including but not limited to travel, preliminary meetings,

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planning, etc., shall be compensated by the City prior to the effective date of the Notice to Proceed. Time is of the essence in this Contract and the Consultant shall perform its responsibilities for the Project in accordance with assignments made by the City Project Manager (PM).

(b) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

13. 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 shall give notice to the defaulting party of the failure or default. Such party shall 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 expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In the event of such termination, the Consultant shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Consultant'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 Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date shall survive termination of this Contract.

14. Representations. Consultant represents that:

(a) Consultant 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 shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;

(b) Consultant shall exercise the standard of care to comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority related to the Project, in effect during the performance of Services hereunder, in performing its obligations hereunder;

(c) Consultant shall exercise the standard of care to perform the Services hereunder taking into appropriate consideration the City's specifications and the terms of this Contract;

(d) All services performed by the Consultant under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions; and

(e) Consultant, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, subconsultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its

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primary duty of performance to the City. However, nothing in this Agreement shall be construed to establish a fiduciary relationship between the City and the Consultant.

15. Licenses, Registrations, Certifications and Permits. The Consultant shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant 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. Consultant shall provide copies of any such licenses, certifications or permits to the City upon request.

16. Insurance.

(a) Insurance Generally. Consultant shall obtain and shall continuously maintain 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 Consultant is self-insured, Consultant shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant 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 shall be applicable to all premises and all operations of the Consultant. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for employee acts), blanket contractual liability pursuant to ISO form CG 00 01, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall 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) each accident the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Consultant's subconsultants. Such coverage shall include non-ownership and hired cars coverage. Such insurance shall 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 shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

v. Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars

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($2,000,000) in the aggregate, covering professional services rendered by the Consultant to the City, including, as applicable design, engineering, consulting, and construction management services. Such coverage shall be maintained and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work, provided such coverage is commercially available at reasonable rates. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy providing coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations of the Consultant hereunder.

ii. No primary or excess general liability policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, or non-renewal in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Consultant will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Consultant waives any claim against the City to the extent such loss is covered by its property insurance hereunder.

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

(d) Insurance Certificates. Consultant shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other standard information to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Receipt of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

17. Indemnification. Consultant shall, 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

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(including reasonable attorneys' fees) and damages arising from injury to person or property ("Claims"), to the extent caused by any negligent act, error, or omission, or willful misconduct, or material breach of this Contract by Consultants, or any of its officers, agents, employees or subconsultants, in the performance of the Services under this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the negligence or willful misconduct of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

18. Subconsultants and Consultant Personnel.

(a) No Subconsultants. No subcontractor or subconsultant shall be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subconsultants previously identified in the Proposal.

(b) Subconsultant Requirements. Administration of any approved subconsultant shall be the Consultant's responsibility and all subcontracts shall require each subconsultant to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities hereunder Consultant. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subconsultant providing a portion of the services, for all intents and purposes as if said subconsultant were a party to this Contract.

(c) Key Staff. Where Consultant 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"), Consultant shall assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Consultant 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 Consultant 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, Consultant shall 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, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in appropriate consideration of the interests of the City.

Further, the City shall have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different

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representative of Consultant. Consultant 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.

19. Independent Contractor. The Consultant shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant shall have no authority to contract for or bind City in any manner. Consultant shall 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 the provisions of Section 11 (Subconsultant and Consultant Personnel) hereof or any other provision(s) of this Contract to the contrary, no employee, subconsultant of Consultant shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

20. Conflict of Interest. The Consultant 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 Consultant to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.

21. Ownership of Work Product. In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall 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 shall accrue to the City, provided the City has paid for the services in full.

22. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

    (a) If to the Consultant, at the following address:

    Columbia Engineering and Services, Inc.
    2862 Buford Highway, Suite 200
    Duluth, GA 30096
    Attn: Randy Strunk, PE

    (b) If to the City, at the following address:

    City of Alpharetta
    Department of Community Development
    2 Park Plaza
    Alpharetta, Georgia 30009
    Attn: Kathi Cook

    (c) With a copy to:

    C. Sam Thomas, P.C.
    Alpharetta City Attorney
    Bovis, Kyle, Burch & Medlin, LLC
    200 Ashford Center North, Suite 500

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Atlanta, Georgia 30338-2668

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

23. Public Records. Consultant 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. Consultant's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Consultant agrees to retain 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 shall limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

24. 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 shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant 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, Consultant represents, warrants, acknowledges, and/or agrees that:

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

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

Sub-subconsultants shall not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant 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?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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(b) Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

i. Consultant, if providing the physical performance of services under this contract, shall 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 Consultant employs or contracts with a subconsultant in connection with the covered contract, the Consultant shall secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subconsultant affidavit shall become a part of the Consultant/subconsultant agreement. Further, it shall be the duty of the Consultant 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 Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit shall become a part of the subconsultant/sub-subconsultant agreement. Any subconsultant receiving an affidavit from a sub-subconsultant shall forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subconsultant to forward notice of receipt of any affidavit from a sub-subconsultant to the subconsultant or sub-subconsultant with whom such receiving sub-subconsultant has privity of contract. Any subconsultant receiving notice of receipt of an affidavit from any sub-subconsultant that has contracted with a sub-subconsultant shall also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.

iv. In lieu of the affidavit required by this Section, if Consultant, or any subconsultant or sub-subconsultant, 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 subconsultant's or sub-subconsultant's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

(c) The Consultant shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

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

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(a) Data of Consultant. The capitalized term "Proprietary Data" as used in this Section 18 shall 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 Consultant, and further includes Proprietary Data provided to Consultant 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 Consultant for the City in performance of the Services provided pursuant to this Contract.

(b) Rights in Data. As between the parties, all Proprietary Data shall be the property of the Consultant. No title or ownership or any intellectual property or proprietary rights of Consultant, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City shall have the limited right to use such Proprietary Data, without any additional payment to or approval by the Consultant, as necessary to provide for full use of the Work Product and project deliverables.

(c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Consultant shall not include in the project deliverables any copyrighted matter owned by a third party unless Consultant 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 Consultant 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 Consultant's Intellectual Property, which Consultant 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 Consultant 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 Consultant 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 shall be limited to its employees having a need to know. City shall continue to maintain appropriate internal policies and procedures to the same extent the City protects the confidential nature of the City's confidential information.

(e) Limitation. Except as otherwise provided for herein, nothing in this Contract shall be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Consultant.

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26. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Consultant, including any approved subconsultants, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Consultant's agents and/or subconsultants comply with same. Further, Consultant, its agents and subconsultants shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall 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 shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall 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) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall 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 shall be binding upon and shall 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 Consultant 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 shall 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 shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

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(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta or the Consultant, 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 shall be effective for a term commencing on **July 1, 2021** and terminating at midnight on **June 30, 2022** (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 shall be automatically renewed for up to **Six (6)** successive one (1) year terms (each one year term occurring after the initial term shall 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 shall 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. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(k) Additional Terms of Consultant. The City shall not be bound by any terms and conditions included in any Consultant 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.

(l) 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 shall not apply a presumption that the provisions hereof shall 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.

(m) No Third Party Beneficiaries. Nothing contained in this Contract is intended to or shall 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 Consultant. 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.

(n) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be

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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.

(o) Publicity Provision. Consultant shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Consultant shall 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.

(p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract.

Executed 7/6/2021

CITY OF ALPHARETTA, GEORGIA

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

Approved as to Content:

DocuSigned by:
Kathi Cook
FABF35E72E8F45A...
Kathi Cook, Director of Community Development

Approved as to form and legal sufficiency:

DocuSigned by:
Sam Thomas
45E7D1BEB43B492...
C. Sam Thomas, City Attorney

Columbia Engineering and Services, Inc.

DocuSigned by:
By: Randy Strunk
762CB3BC675F495...
Randy Strunk, PE, Vice President

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EXHIBIT A: Scope of Services

RFP21-104: North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade

1. Task Order 1

- **Scope of Work, Task Order 1** of this multi-phase project will include, but may not be limited to, the following scope of work. The Consultant will provide:

A. Prepare Scope Concept Report for approval.
   1. Construction Cost Estimate-One estimate for this phase
   2. Traffic Counts and Projections
   3. Traffic Analysis
   4. Prepare Concept Layouts and Alignment Alternatives.
   5. Prepare Concept Lighting Plan
   6. Perform Intersection Control Evaluation (ICE) or waiver as needed.
   7. Initial Concept Team Meeting Preparation and Attendance
   8. Concept Team Meeting Preparation and Attendance
   9. Approved Scope Concept Report
   10. Concept Design Data Book
   11. Mail out Right of Entry Letter (Survey and Environmental).

B. Prepare Survey Database and submit for acceptance. ***All work must meet the guidelines of the Department's survey manual as of the NTP date of this task order.
   1. Collect all areas inside the field survey limits (100' each side of C/L). Collect all information required in the GDOT Survey Manual to include but no limited to: Pavement, above ground utilities, property, drainage, driveways, buildings...
   2. Perform 404 permit surveys if necessary
   3. Collect septic tank locations along with drain lines within enhanced limits. Do research if needed from health department
   4. Collect pipe conditions for all cross drains.
   5. Collect any monitoring wells on the project
   6. Research property and ROW plans for the property database.
   7. Field tie all front property corners and ROW markers as possible. If back property corners can be tied with minimum effort, tie these as well.
   8. Perform property resolution holding to as many property corners as possible using professional judgement.
   9. Perform Survey data processing to meet GDOT guidelines.
   10. Perform SUE QL B Survey for submittal and acceptance.

C. All work must be done in accordance with the current edition of the GDOT Plan Development Process (PDP) and the GDOT Environmental Procedures Manual (EPM), particularly Chapter Ill NEPA Documents, and Chapter V Environmental Studies.
   1. Perform Environmental Project Management
   2. A3M Meeting

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3. Provide schedule updates in Primavera (P6) and TPro twice a month.
4. Conduct Air Quality Impact Analysis and prepare reports.
5. Conduct Noise Quality Impact Analysis and prepare reports, if needed.
6. Conduct Ecology survey and prepare reports.
    a. Combined resource survey and assessment of effects report
    b. Protected species survey and report, if needed.
    c. Aquatic survey and report, if needed
    d. Bat habitat survey and report, if needed
7. Conduct Archaeological Survey and prepare reports.
8. Conduct Historic Resource Survey and prepare reports.
9. Perform all activities associated with a Public Information Open House (PIOH) including:
    a. Prepare for and attend meeting,
    b. Attend dry run, and
    c. Prepare legal advertisement, handout, synopsis, summary of comments, and comment response letters.
10. Attend project meetings and write meeting minutes.
11. Environmental Site Assessment Phase I, if needed

D. Project Management Activities
1. Hold monthly meetings with City PM and Staff, and GDOT PM in addition to the other meetings previously mentioned above, to discuss progress, design issues, and preparation for other formal meetings. Provide meeting minutes for each meeting.

- **Project Work Deliverables for Task Order 1** will be completed by the Consultant and delivered to the Department as specified by the Project Manager:

A. Approved Scope Concept Report

B. Accepted Survey Database

C. Accepted Survey Control Package

D. Approved Environmental Site Assessment Phase I Report

E. Approved Air Quality Impact Assessment

F. Approved Noise Assessment Report, if needed

G. Approved Ecology Survey and Report

H. Archaeology Survey Report or Short Form.

I. History Survey Report.

J. Public Information Open House (PIOH): legal advertisement, handout, displays, synopsis, summary of comments, and comment response letters.

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2. Future Task Orders

- **Scope of Work for Future Task Orders**: includes only the items not completed in Task Order 1.

A. All work must be done in accordance with the current edition of the GDOT Plan Development Process (PDP) and the GDOT Environmental Procedures Manual (EPM), particularly Chapter Ill NEPA Documents, and Chapter V Environmental Studies.

1. Prepare Section 404 General Permit Application, if needed.
2. Prepare Buffer Variance Application, if needed.
3. Prepare Cultural Resources Assessment of Effects (AOE), if needed.
4. Prepare Special Provisions, if needed.
5. Prepare Environmental Commitments Table (ECT).
6. Review ROW plans for ROW certification.
7. Prepare Special studies addenda or memos, as needed, for ROW and Let authorizations.
8. Perform all activities associated with the Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR) meetings:
    a. Prepare for and attend meetings,
    b. Review Environmental Resource Impact Table {ERJT), and
    c. Review PFPR and FFPR reports and provide written responses to any environmental comments.
9. Environmental Site Assessment Phase II, if needed

B. The consultant shall provide preliminary plans design services to include the following but not limited to:

1. Complete Preliminary Plans, meeting the requirements of GDOT's PDP, Plan Presentation Guide (PPG), Electronic Data Guidelines (EOG}, and the Preliminary Field Plan Review (PFPR} checklist.
2. Utilities First Submission
3. Approved Pavement Design
4. Approved Soil Survey
5. Project Datasheet
6. Cover Sheet
7. Typical Sections
8. Plan and profile sheets
9. Cross Sections

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10. Preliminary Right-Of-Way and Easements
11. Existing Utilities
12. Drainage Profiles
13. Roadway Design
14. Staging Plans
15. Signing and Marking Plans
16. Driveway Locations
17. Sediment Basins (If Required)
18. Detention Basins (If Required)
19. Preliminary Erosion Control Plans
20. Draft Special Provisions
21. Post Construction Stormwater Report
22. Approved Design Exceptions/Design Variances (If Req1,1ired)
23. Prepare and submit Design Databook.
24. Prepare layout and other required information for PIOH.
25. Prepare a detailed Construction Cost Estimate in CES estimating program, update annually at a minimum.
26. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating that the plans were rev1ewed and corrected.
27. Attend PFPR and address all PFPR comments within four (4) weeks.
28. Hold monthly meetings with City PM and staff, and GDOT PM in addition to the other meetings previously mentioned above, to discuss progress, design issues, and preparation for other formal meetings. Provide meeting minutes for each meeting.

C. The Consultant shall provide the Location and Design report services including:

1. Develop Location and Design (L&D) Report and L&D Notice for submission to Design Policy and Support for review and comments, revise accordingly.

D. The Consultant shall provide Right-Of-Way plans design services including:

1. Prepare ROW Plans meeting the requirements of the PDP, Plan Presentation Guide, and GDOT's Right of Way Office Checklist. These plans will include cover and ROW Plans sheets.
2. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating that the plans were reviewed and corrected.
3. Submit plans to the City PM and staff prior to submittal to GDOT. It is expected that the

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consultant shall submit plans to the GDOT PM two (2) weeks prior to the P6

4. baseline date for the PM to submit to the ROW office for review and comments, and revise plans accordingly.
5. Prepare staking and deed data.
6. Perform ROW and Easement Staking (Assume 1 time)
7. Perform necessary ROW revisions caused by changes to the plans that result in right of way negotiations.

E. The Consultant shall provide final plan design services to include the following but not limited to:

1. Complete the final plans meeting the requirements of the PDP, Plan Presentation Guide, and Final Field Plan Review (FFPR) Checklist.
2. Perform Right-of-Way Staking and easements.
3. 2nd Submission Utilities
4. Prepare and submit Final Design Databook.
5. Roadway Plans
6. Signing and Marking Plans
7. Final Erosion Control Plans
8. Utility Plans
9. Lighting Plans
10. Sediment and/or Detention Basin construction Details (If required)
11. Post Construction Stormwater BMP Construction Details
12. All Special Provisions
13. Earthwork Calculations
14. Notice of Intent
15. Prepare a detailed construction cost estimate in CES estimating program; update annually at a minimum.
16. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating that the plans were reviewed and corrected.
17. Attend FFPR and address all comments within two (2) weeks.
18. After FFPR comments have been addressed, the corrected FFPR plans and other materials required for the Corrected FFPR plan submission to Engineering Services will be submitted. The engineer's cost estimate, special provisions, Earthwork Calculations, approved WFI, and electronic files will be included in this submission. Submit QC/QA Letter stating that the plans were reviewed and corrected. Corrected FFPR plan submission shall be made to the City PM and staff prior to submittal to GDOT. It is expected that the consultant shall

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submit plans to the GDOT PM as well. The City will let this project and it is expected that the corrected plans are received prior to advertisement.

19. Prepare and submit Signal Permit Revisions with Corrected FFPR submittal.
20. After corrected FFPR comments have been addressed, the final plans and other materials required for final plan submission to Construction Bidding Administration will be submitted. The final engineer's cost estimate, the designer's checklist, Notice of Intent (if required), special provisions, and electronic files will be included in this submission. Submit QC/QA Letter stating that the plans were reviewed and corrected. Final plan submission shall be made to the City PM and staff prior to submittal to GDOT. It is expected that the consultant shall submit plans to the GDOT PM at least two (2) weeks before the plans are due in Construction Bidding Administration.
21. Prepare Revisions, Amendments and/or "Use on Construction" revisions as required.
22. Hold monthly meetings with City PM and staff, and GDOT PM in addition to the other meetings previously mentioned above, to discuss progress, design issues, and preparation for other formal meetings.

F. Project Management Activities

1. Hold monthly meetings with City PM and staff, and GDOT PM in addition to the other meetings previously mentioned above, to discuss progress, design issues, and preparation for other formal meetings. Provide meeting minutes for each meeting.

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- **Project Work Deliverables for Future Task Orders**
  A. Section 404 General Permit application, if needed.
  B. Stream Buffer Variance application, if needed.
  C. Cultural Resources Assessment of Effects (AOE).
  D. Special Provisions, if needed.
  E. Environmental Commitments Table (ECT).
  F. Special studies addenda or memos, as needed, for ROW and Let authorizations.
  G. Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR): review of ERIT, meeting attendance, and responses to environmental comments.
  H. Approved Environmental Site Assessment Phase II Report
  I. First Utilities Submission
  J. Approved Soil Survey Report
  K. Approved Pavement Design
  L. PFPR Plans
  M. PFPR Responses
  N. Approved L&D Report
  O. Approved Right of Way Plans and revisions as required
  P. Second Utilities submission
  Q. Final Design Databook
  R. Approved Stormwater Report
  S. Approved Design Exceptions Variances (as needed)
  T. FFPR Plans
  U. FFPR Responses
  V. Corrected FFPR Plans
  W. Final Plans
  X. Prepare Cost Estimate Updates with annual updates.
  Y. Meeting Minutes
  Z. Electronic Copy of all Data and Design Files

STAFF REPORT

Submitting Department: Public Works
Submitted By:
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: DESIGN SERVICES - ALPHA LOOP ALONG NORTHWINDS PARKWAY

Approval of a cost proposal submitted by KCI Technologies in the amount of $75,400.00 to perform design services associated with the Alpha Loop along Northwinds Parkway from Summit Place to Haynes Bridge Road and authorization for the Mayor to execute all necessary documents.

II. RECOMMENDATION:

Please approve KCI Technologies cost proposal in the amount of $75,400.00 to perform design services associated with the Alpha Loop along Northwinds Parkway from Summit Place to Haynes Bridge Road, 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:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpha Loop/335-41100 541420 C2305	$75,400.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

BACKGROUND:
The Alpha Loop is in various phases of planning, design, and development within the city.

- Construction has been completed from Haynes Bridge Road to Westside Parkway (behind Thompson Street), as well as spurs along Thompson Street. Other sections completed are through the Chelsea Walk, Atley Developments, and Northwinds Summit Developments.

- On August 1, 2022, City Council demonstrated their continued support of the Alpha Loop by awarding over $15M towards the continuation of the Alpha Loop from the Chelsea Walk Subdivision along the back side of the North Winds office development, under Westside Parkway, and ultimately connecting to the existing HAWK Crosswalk along Northwinds Parkway. From there, the Alpha Loop traverses through the Northwinds Summit Development (currently installed) and stops at the intersection of Summit Place and Haynes Bridge Road. The section through Northwinds Summit has already been constructed.

- The City is currently in the procurement phase associated with designing the Alpha Link, which will connect the Alpha Loop with the Big Creek Greenway. The City received Federal Funds to design the Alpha Link and has requested design firms to submit their qualifications.

- Community Development is working with consultants to develop concepts for navigating the Alpha Loop through Downtown and how best to cross Old Milton Parkway by the Post Office (Kingry Lane).

- Council awarded funds at the September 26, 2022 Council meeting to go towards incorporating the Alpha Loop within the Marietta Street at Roswell Street Intersection Improvement project.

- The North Fulton Community Improvement District recently awarded the design of the Alpha Loop Tunnel under Hyanes Bridge Road near Summit Place to KCI Technologies. KCI Technologies' scope of work consists of designing a tunnel under Haynes Bridge Road and extending the Alpha Loop along Haynes Bridge Road to Northwinds Parkway.

The current concept design of the Alpha Loop Tunnel under Haynes Bridge Road requires a set of staircases near the intersection of Summit Place (see attached exhibit). Ingressing and egressing the tunnel via stairs requires individuals to step off of their bike and walk down/up the stairs and utilize a bike ramp (see attached exhibit). Though this is a practical solution, it is not the best solution for users of the Alpha Loop. A goal of the NFCID team was to have access to the tunnel to meet ADA guidelines, specifically by maintaining the sidewalk grade at or below 5%. The challenge of accessing the tunnel is that there is a 17' grade change from the elevation of Haynes Bridge Road to the access point of the tunnel on the north side of Haynes Bridge Road. The only way to accomplish this is for the ramp to come from the west and stop prior to the right in-right out driveway along Haynes Bridge Road. Community Development and Recreation, Parks, and Cultural Services were consulted on the option of having a long ramp along Haynes Bridge Road in addition to the staircase and both departments agreed the ramp would provide a more positive experience and enable more individuals to safely access the tunnel. A concept plan depicting the tunnel, ramp, and project limits associated with NFCID's project is attached.

Upon reviewing the exhibit of the tunnel, one sees there is no sidewalk along a portion of Northwinds (north of Haynes Bridge Road). Given this area is outside the scope of work associated with the NFCID project, Public Works requested a proposal from KCI to develop plans to extend the Alpha Loop from the intersection of Northwinds Parkway and Haynes Bridge Road to the intersection of Summit Place and Northwinds Parkway. This section will be designed as an extension of the Alpha Loop. This means the design will incorporate a sidewalk and 10'-12' in width, wider than a 2' beauty strip, and appropriate lighting. In the end, the proposed extension enables individuals on a bicycle to stay on their bicycle without dismounting, which will improve the user experience of the Alpha Loop.

KCI Technologies submitted a proposal to Public Works identifying the scope of work and they matched the hourly rates from the contract associated with the NFCID for the design associated with the Alpha Loop Tunnel under Haynes Bridge Road. Designing the Alpha Loop along Northwinds at the same time and with the same design team performing the work along Haynes Bridge, will provide continuity to the project and permit a more seamless transition to construction. The work will be accomplished in parallel with the design work along Haynes Bridge Road and the Tunnel under Haynes Bridge Road. If approved, the plans for the extension of the Alpha Loop along Northwinds from Summit Place to Haynes Bridge Road will be included in the plan set of the Alpha Loop Tunnel Project. The schedule of the design work will be accomplished in parallel with the Alpha Loop Tunnel Project.

V. ALTERNATIVES:

Do not approve and the design services will not be procured.

VI. ATTACHMENTS:

Photograph of Bike/Stair/Ramp Installed, Alpha Loop Tunnel at Haynes Bridge Road Concept from September 29, 2022, KCI Design Proposal, Alpha Loop Chelsea Walk to Northwinds, Single Source Approval Document

CONCEPTUAL LAYOUT ALTERNATIVE
ALPHA LOOP TUNNEL AND SHARED-USE PATH IMPROVEMENTS
ON HAYNES BRIDGE ROAD

KCI TECHNOLOGIES

SCALE IN FEET
0 50 100 200

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

PROPOSED SHARED USE PATH OR SIDEWALK
PROPOSED TUNNEL
PROPOSED RETAINING WALL
PROPERTY AND EXISTING R/W LINE

Northwinds Pkwy
Lakeview Pkwy
Haynes Bridge Road
Summit Place
SR 400 SB On/Off Ramps
RAMP ACCESS
SIDEWALK
STAIRCASE ACCESS
BMP 3C PAVERS PERMEABLE C3-98 FOR ADDITIONAL DETAILS SEE SHEET
BMP 3D CONCRETE VAULT SEE SHEET C3-98 FOR ADDITIONAL DETAILS

KCI TECHNOLOGIES

ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

2160 Satellite Boulevard, Suite 130 • Duluth, GA 30097 • Phone 678-990-6200 • Fax 678-990-6222

September 27, 2022

Mr. Pete Sewczwicz
Public Works Director
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009

RE: Alpha Loop – Northwinds Parkway Segment – Engineering Design Services

KCI Technologies, Inc. (KCI) is pleased to submit this scope of work and fee for the design of the Alpha Loop Trail alternate alignment along Northwinds Parkway. The project limits, as shown in the attached concept layout, was identified to provide a direct connection from the existing Alpha Loop HAWK signal on Northwinds Parkway to the entrance of the proposed tunnel under Haynes Bridge Road. The concept layout was prepared by the City of Alpharetta and provides the basis for design.

The KCI team's scope of work is limited exclusively to the work described below. Anything not expressly described shall be excluded from this scope of work.

Task 1 - Preliminary Plans

Upon receipt of the database (either provided by the City of Alpharetta or performed by KCI), the KCI team will develop preliminary design plans in MicroStation V8i based on the concept layout provided by the City. The plans will be created based on the Georgia DOT Plan Presentation Guide and City of Alpharetta Standards. KCI will submit plans and a preliminary opinion of probable construction cost for field plan review. We will attend the review meeting and will address the comments received. The following items will be included in the plan set:

- Cover Sheet
- Index
- Revision Summary
- General Notes
- Typical Sections
- Roadway Plan
- Roadway Profiles
- Roadway Cross Sections
- Driveway profiles
- Drainage profiles (as needed)
- Utility Plans
- Lighting Plans
- Signing and Marking Plans
- Erosion, Sediment & Pollution Control Plans

The KCI team will submit the preliminary plans to each utility company identifying known/potential conflicts. Our team will coordinate directly with each utility owner to obtain relocation plans from the utility owners. Field meetings will be conducted with utility owners as appropriate. KCI will incorporate the utility relocation markups provided by the utility companies into the final plans.

Deliverables:

- Electronic copy of preliminary plans for review and comment by CID staff
- Electronic copy of preliminary plans for preliminary field plan review
- Preliminary opinion of probably construction cost

Task 2 – Lighting Design

The lighting plans will be prepared by a subconsultant, Atlanta Consulting Engineers, including general notes, plan sheets, details, and quantities. The plans will be submitted to the City of Alpharetta for review. After notification that all comments and issues have been satisfactorily incorporated into the final plans, the final lighting plans and quantities will be developed. The scope includes:

- Place pedestrian, street, and bollard lights on metered service for approximately 1,100' of Northwinds Pkwy. Client to provide spacing for lights.
- Obtain from the Client on the type of luminaires and bollard lights along the corridor. This is to include specification sheets with catalog ordering information.
- Coordinate power service with the Utility Company.

Assumptions: Client is to provide spacing for bollard lights. No photometric analysis for spacing is to be completed.

Task 3 – ROW Plans

KCI will address all the comments and revisions from the preliminary field plan review. Upon completion, the KCI team will develop right-of-way plans indicating proposed right-of-way and easement requirements to construct the preferred alternative. Written descriptions of proposed right-of-way and easements in deed format will be provided. The KCI team will prepare for and attend up to two property owner meetings to support the City during right of way negotiations. KCI will also make minor revisions to the plans as needed based on the City's negotiations with property owners.

Deliverables:

- One electronic set of right-of-way plans for review and comment by the CID/City of Alpharetta staff
- One electronic copy of final right-of-way plans

Task 4 - Final Plans

Once the preliminary plans are complete, the KCI team will work to complete the Final Plan Set including Right of Way Plans, Summary of Quantities, and the final opinion of probably construction cost. The KCI team will prepare for and participate in up to two review meetings with the City of Alpharetta staff. Revisions to the plans will be completed to address comments.

Deliverables:

- Electronic copy of final plans for review and comment by CID staff
- Electronic copy of final plans for field plan review
- Final opinion of probably construction cost

- Electronic MicroStation and InROADS format files

Assumptions: KCI assumes that the project disturbed area will be more than one (1) acre and that an NOI will be required.

Additional Services

Task 5 – Survey Database

KCI will collect topographic and planimetric data consistent with Fulton County specifications and standards. The database will be tied to the GA West State Plane (NAD83) and (NAVD 88). MicroStation V8i and InROADS database files with the existing topographic features and digital terrain model (dtm) will be prepared. The field survey will be performed within the survey limits indicated in the graphic to produce 1' contour interval topography, and above and underground utilities. The survey includes establishing the right of way lines and parcel lines. Property lines will be compiled without benefit of title, therefore property lines will be shown as the most recent deed, and tax map depicts. This result will be shown as the property configuration. KCI will attempt, with due diligence, to obtain plats, right-of-way plans, and deeds pertaining to the parcels affected by the survey limits of the project to accurately depict the right-of-way lines.

Deliverables:

- Electronic MicroStation and InROADS format files

Miscellaneous Services

When requested by the City, the KCI team will perform additional services beyond those identified in this task order. The KCI team will perform those services as requested based on an agreed upon scope and fee. These additional services cannot be billed without prior written approval from the City of Alpharetta.

The following items are some of the services that may be required as Additional Services to complete the work but that are expressly excluded from KCI's Scope of Services listed above.

a) Right–of-Way Acquisition Services
b) Right-of-Way staking
c) SUE
d) Environmental Services
e) Storm water analysis report addressing water quality and MS4
f) Public Involvement Planning, court reporter or interpreter services
g) Geotechnical Services
h) Landscape Services
i) Traffic Signal Services

Note: KCI shall not control or have charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with CID or the City of Alpharetta work or that of their other contractors or consultants, and shall not manage, supervise, control, or have charge of construction.

KCI Technologies, Inc. is pleased to submit the following estimate to complete the above referenced project in accordance with the scope of services. KCI will perform the services described within for a Lump Sum. The lump sum fee includes direct expenses associated with the performance of Services. Fees will be invoiced monthly along with a Monthly Status Report for work performed.

Task 1 - Preliminary Plans	**$32,780**
Task 2 – Lighting Design	**$7,200**
Task 3 – ROW Plans	**$4,775**
Task 4 - Final Plans	**$20,705**
Total fee:	**$65,460**

Additional Services:

Task 5 - Survey Database:	**$9,940**

Total fee including Task 5: $75,400

KCI will begin work upon notice to proceed and is expected to complete the design tasks in a parallel schedule to the adjacent Alpha Loop tunnel project at Haynes Bridge Road.

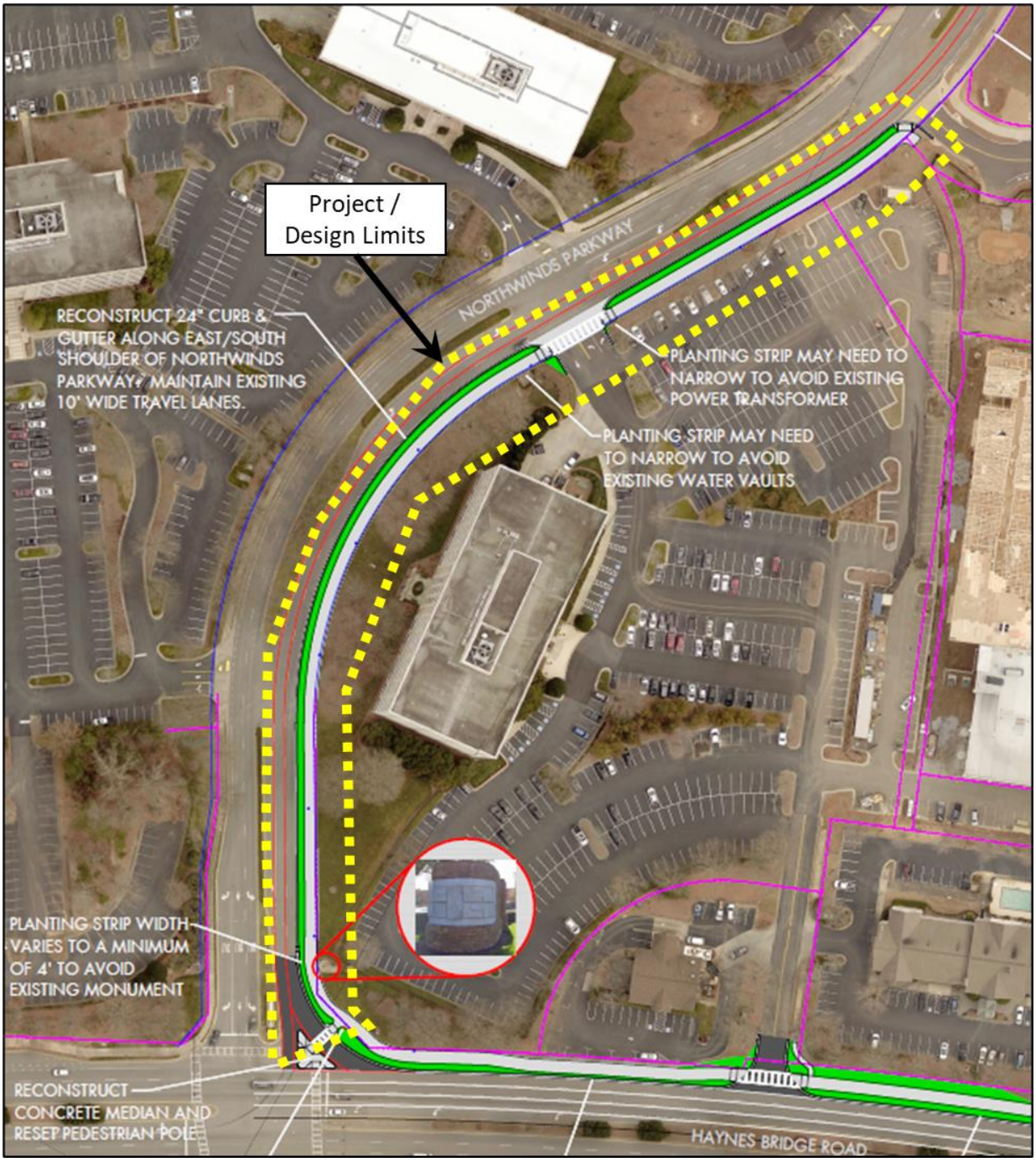
Please contact feel free to contact me at (470-286-1289) or andrew.antweiler@kci.com if you have any questions.

Sincerely,



Andrew Antweiler, PE, PTOE
Project Manager

Project/Design Limits



THE CITY OF ALPHARETTA
PUBLIC WORKS

NORTH
0 60' 120'

ALPHA LOOP
NORTHWINDS HAWK TO HAYNES BRIDGE TUNNEL
ALTERNATE ALIGNMENT CONCEPT

EXISTING ALPHA LOOP. HAWK SIGNAL IS APPROX. 200' TO THE EAST.

NORTHWINDS PARKWAY

RECONSTRUCT 24" CURB & GUTTER ALONG EAST/SOUTH SHOULDER OF NORTHWINDS PARKWAY. MAINTAIN EXISTING 10' WIDE TRAVEL LANES.

PLANTING STRIP MAY NEED TO NARROW TO AVOID EXISTING POWER TRANSFORMER

PLANTING STRIP MAY NEED TO NARROW TO AVOID EXISTING WATER VAULTS

PLANTING STRIP WIDTH VARIES TO A MINIMUM OF 4' TO AVOID EXISTING MONUMENT

SUMMIT PLACE

POSSIBLE CONFLICT WITH SUPPORT POLE FOR OVERHEAD GA 400 SIGNAGE

PEDESTRIAN POLE MAY REQUIRE RELOCATION

RECONSTRUCT CONCRETE MEDIAN AND RESET PEDESTRIAN POLE

HAYNES BRIDGE ROAD

PLANTING STRIP WIDTH VARIES TO A MAXIMUM OF 12' TO AVOID EXISTING SIGNAL POLE

PLANTING STRIP NARROWS TO 2' WIDTH TO AVOID IMPACTS TO RISING ROLL PARKING.

RECONSTRUCT 30" CURB & GUTTER ALONG NORTH SIDE OF HAYNES BRIDGE ROAD. MAINTAIN EXISTING 10.5' WIDE TRAVEL LANES

PLANTING STRIP MAY NEED TO [illegible] NARROW TO AVOID EXISTING TRAFFIC SIGNAL POLE

- EX. LIGHT POLE, APPROX. LOCATION
- EX. POLE (NON-LIGHT), APPROX. LOCATION
- APPROX. PROPERTY / RIGHT OF WAY LINE

MISCELLANEOUS NOTES:

- 3SINGLE WING CATCH BASINS ALONG NORTHWINDS PARKWAY WOULD NEED TO BE RECONSTRUCTED TO PROVIDED EXTENDED THROATS.
- 4 PEDESTRIAN LIGHTS AND 5 COMBINATION PEDESTRIAN/ROADWAY LIGHTS WOULD NEED TO BE RELOCATED.

Alpha Loop - Northwinds Parkway Segment

Task 1 -Preliminary Plans

	Principal in Charge	Project Manager	Project Engineer, Sr.	Project Engineer, Jr.	Engineer
Task Management & Coordination		4	6		
Preliminary Plans			36	62	72
Utility Coordination			2	12	
Preliminary Opinion of Probable Construction Cost			2	4	6
Preliminary Field Plan Review		4	4	4	
QC review		2	4		

Total Hours	0	10	54	82	78
Hourly Rates	$225.00	$195.00	$190.00	$145.00	$110.00
Total Fee	$0	$1,950	$10,260	$11,890	$8,580

Labor expenses:

Task Total Hours:	224
Task Labor Fee:	$32,680

Direct expenses:

Expenses (travel/mileage):	$75
Expenses (printing):	$25

Total Task Fee:	$32,780

Alpha Loop - Northwinds Parkway Segment

Task 3 - ROW Plans

	Principal in Charge	Project Manager	Project Engineer, Sr.	Project Engineer, Jr.	Engineer
Task Management & Coordination		1	4		
Prepare ROW Plans			4		8
Revise plans per City Comments			2		4
Two meetings with property owners			4		
QC review		1	2		

Total Hours	0	2	16	0	12
Hourly Rates	$225.00	$195.00	$190.00	$145.00	$110.00
Total Fee	$0	$390	$3,040	$0	$1,320

Labor expenses:

Task Total Hours:	30
Task Labor Fee:	$4,750

Direct expenses:

Expenses (travel/mileage):	$0
Expenses (printing):	$25

Total Task Fee:	$4,775

Alpha Loop - Northwinds Parkway Segment

Task 4 - Final Plans

	Principal in Charge	Project Manager	Project Engineer, Sr.	Project Engineer, Jr.	Engineer
Task Management & Coordination		4	6		
Final Plans			18	36	36
Incorporate Lighting Plans			2	2	
Final Opinion of Probable Construction Cost			2	2	4
Review Meetings with City		6	6	6	
QC review		2	4		

Total Hours	0	12	38	46	40
Hourly Rates	$225.00	$195.00	$190.00	$145.00	$110.00
Total Fee	$0	$2,340	$7,220	$6,670	$4,400

Labor expenses:

Task Total Hours:	136
Task Labor Fee:	$20,630

Direct expenses:

Expenses (travel/mileage):	$50
Expenses (printing):	$25

Total Task Fee:	$20,705

Alpha Loop - Northwinds Parkway Segment

Task 5 - Survey Database

	Survey Project Manager	RLS/ Chief Surveyor/ Manager	Survey Party Chief	Survey Technician/ CADD	Instrument Man	
Task Management & Coordination		4				
Database Preparation	4	4	22	36	40	

Total Hours	4	8	22	36	40	0
Hourly Rates	$145.00	$130.00	$110.00	$75.00	$80.00	
Total Fee	$580	$1,040	$2,420	$2,700	$3,200	$0

Labor expenses:

Task Total Hours:	110
Task Labor Fee:	$9,940.00

Direct expenses:

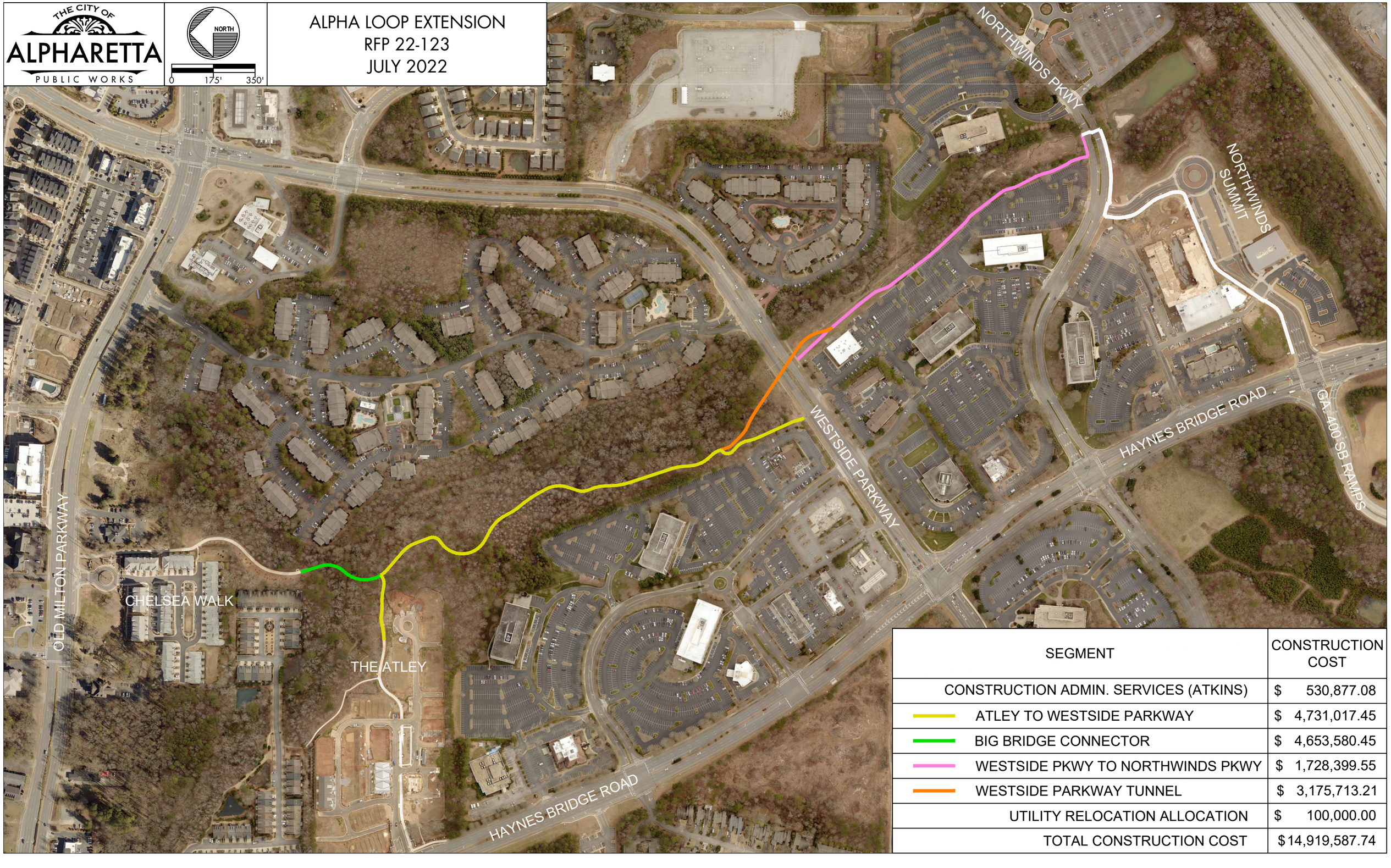
**included in hourly rates*	

Total Task Fee:	$9,940.00

THE CITY OF ALPHARETTA
PUBLIC WORKS

NORTH
0 175' 350'

ALPHA LOOP EXTENSION
RFP 22-123
JULY 2022



SEGMENT	CONSTRUCTION COST
CONSTRUCTION ADMIN. SERVICES (ATKINS)	$ 530,877.08
ATLEY TO WESTSIDE PARKWAY	$ 4,731,017.45
BIG BRIDGE CONNECTOR	$ 4,653,580.45
WESTSIDE PKWY TO NORTHWINDS PKWY	$ 1,728,399.55
WESTSIDE PARKWAY TUNNEL	$ 3,175,713.21
UTILITY RELOCATION ALLOCATION	$ 100,000.00
TOTAL CONSTRUCTION COST	$14,919,587.74

Form Name:	Sole Source/Single Source Justification Form
Browser:	Chrome 105.0.0.0 / Windows
IP Address:	50.228.237.102
Unique ID:	1015484410
Request ID:	#80
Submission Completed:	October 3, 2022 9:27 am
Process Time:	4 day(s), 16 hour(s), 39 minute(s), 29 second(s)
Participant(s):	Pete Sewczwicz, Shawn Mitchell, Tom Harris, Molly Esswein
Location:	26.3051, -80.2447

Sole Source/Single Source Designation

Designation	Single Source Designation
Sole Source/Single Source Justification	The NFCID advertised for a RFP and selected the best qualified team after reviewing proposals and conducting interviews with the top two rated firms to design the Alpha Loop Tunnel under Haynes Bridge Road near GA 400. The North Fulton Community Improvement District hired KCI Technologies Inc to perform this design work. The City had a conceptual plan for the tunnel developed during the planning phase of the Alpha Loop - North Point Parkway Feasibility Study that was adopted in November 2020. Unfortunately the plan depicted the only way to access the tunnel was via stairs. Staff from NFCID and PW worked with the KCI to determine if a ramp could be constructed in addition to stairs. The main challenge is that the tunnel is approximately 17 feet below the elevation of the roadway. This means, maintaining a 5% slope the ramp would need to traverse no less than 340 feet. The only means to accommodate this is to design the Alpha Loop to traverse toward Northwinds Parkway. This also means the Alpha Loop would need to traverse from its current location at the intersection of Summit Place and Northwinds towards Haynes Bridge Road and then along Haynes Bridge Road towards GA 400 (refer to exhibit within KCI's proposal). PW is requesting Single Source approval for KCI to develop the necessary construction plans to develop an auxiliary Alpha Loop to accommodate bicyclist down Northwinds Parkway to Haynes Bridge Road. The NFCID project will then design the Alpha Loop along Haynes Bridge Road to the proposed Tunnel. Utilizing Northwinds and Haynes Bridge Road to access the tunnel will provide a safer route for bicyclist as well as meet ADA Guidelines. Additionally, utilizing KCI to design the work will enable for a seamless set of construction plans and minimize potential issues during construction.
Additional Documentation	https://www.formstack.com/admin/download/file/13450760913

General Information

Date	10/08/2022
Originator's Name	Shawn Mitchell
Originator's Email	mitch3795@gmail.com

Department	Public Works
Department Director/Designee Name	Pete Sewczwicz
Department Director/Designee Email	psewczwicz@alpharetta.ga.us
Vendor Name	Shawn Mitchell

Department Director Approval

Name	Pete Sewczwicz
Date/Time	09/28/2022 04:48 PM
Department Director Approval	Approve

Budget & Procurement Manager Approval

Name	Shawn Mitchell
Date/Time	10/08/2022 02:33 PM
Budget & Procurement Manager Approval	Approve

Procurement Official Approval

Name	Thomas Harris
Date	09/30/2022 09:23 AM
Procurement Official Approval	Approve

City Attorney Approval

Name	Molly Esswein
Date/Time	10/03/2022 09:27 AM
City Attorney Approval	Approve

STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra
Sponsored By: N/A
Meeting Date: October 17, 2022

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

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 AUTHORIZATION FOR THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

II. RECOMMENDATION:

Please award to Barge Design Solutions, Inc. RFQ 22-1005 for design of the Wills Park Improvements in the amount of $625,650 and RFQ 22-120 Wills Park Equestrian Center Improvements in the amount of $1,184,750, for a combined total of $1,810,400, 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: $1,810,400.00
APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00
N/A	$0.00

IV. REPORT IN BRIEF:

RFQ 22-1005 Design Services: Wills Park Improvements

At 120 acres, Wills Park is Alpharetta's largest single park property and includes a 60-acre equestrian show facility, 10 baseball fields, the newly renovated Wills Park Pool, three playgrounds, six tennis courts, and an 18-hole disc golf course. The park amenities have been developed over the years, but until 2019 there was not a single vision or plan for the park and many of the park's facilities are showing their age. In 2019, the City adopted the Wills Park Master Plan, an effort to bring all of the park elements together and make it a more cohesive place that feels special and unique. The goals of the plan are to unite the various park facilities, identify key facility improvements, and strengthen connections to nearby neighborhoods.

BOND FUNDING AND GOALS:

Under the 2021 Parks Bond Referendum, the City dedicated $6.0 million to begin implementing elements of the master plan. The key goals for the Wills Park Improvements project include: renovating the Wacky World Playground; replacing the existing restroom building adjacent to Wacky World with a larger restroom facility; creating gateway entrances at the corner of Old Milton Parkway and Roswell Street and at the corner of Old Milton Parkway and Wills Road; creating a pedestrian spine connecting the gateways and running through the center of the park; renovating Waggy World Dog Park; and, expanding parking in the vicinity of Wacky World.

RFQ PROCESS AND EVALUATION:

The Department of Public Works, working with the Department of Recreation, Parks, and Cultural Services,

prepared a Request for Qualifications for the design of Wills Park Improvements. The RFQ was advertised in April and May 2022 and a total of five responses were received on May 5, 2022. The responses were then reviewed by an evaluation team consisting of staff from both Public Works and Recreation, Parks, and Cultural Services. Each member of the team scored the responses independently based on three evaluation criteria: firm and assigned staff qualifications (40%), example projects and references (20%), and project understanding and approach (40%). The resulting scores were as follows:

- Barge Design Solutions, Inc. – 88.67
- Lose Design – 72.67
- CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. - 69.33
- Pond & Company – 67.33
- TSW – 63.33

The evaluation team then conducted interviews with representatives of the two highest scoring firms: Barge Design Solutions, Inc. (Barge) and Lose Design. The interviews consisted of a presentation by the design team followed by a question-and-answer session with the evaluation team. The evaluation team scored each design team's interview with the following results:

- Barge Design Solutions, Inc. – 100.00
- Lose Design – 60.00

Thus, the evaluation team selected Barge as the highest scoring firm for RFQ 22-1005.

RFQ 22-120 Design Services: Wills Park Equestrian Center Improvements

In 2019, the City adopted a master plan for the Equestrian Center as part of the larger Wills Park Master Plan. While the Wills Park Equestrian Center is older and smaller than some of its competitors, its neighborhood setting and shed row barns tucked into the trees give it an edge with a homey, boutique feeling and an in-town location. The master plan identified priority improvements that will better connect the facility to the larger Wills Park and the overall community while also better positioning the facility as a draw for regional events.

BOND FUNDING AND GOALS:

As part of the approved 2021 Parks Bond Referendum, the City dedicated $5.0 million to begin implementation of the Equestrian Center Master Plan with the Wills Park Equestrian Foundation pledging to contribute an additional $5.0 million to the project, bringing the total allocation to $10.0 million. The key goals for the Wills Park Equestrian Center Improvements project include: improving stormwater runoff from the site; expanding the existing arena south of the newly constructed arena; reconfiguring and revamping parking throughout the site; replacing and reconfiguring the existing barns; improving circulation throughout the site for pedestrians, horses, and vehicles; providing a new lunging pen; providing a wider, gateway entrance; and, providing shade pavilions and seating terraces around the arenas.

RFQ PROCESS AND EVALUATION:

The Department of Public Works, working with the Department of Recreation, Parks, and Cultural Services, prepared a Request for Proposals/Qualifications for the design of Wills Park Equestrian Center Improvements. The RFQ was advertised in April and May 2022 and a total of two responses were received on May 26, 2022. The responses were then reviewed by an evaluation team consisting of staff from both Public Works and Recreation, Parks, and Cultural Services and a representative of the Wills Park Equestrian Foundation. Each member of the team scored the responses independently based on three evaluation criteria: firm and assigned staff qualifications (40%), example projects and references (20%), and project understanding and approach (40%). The resulting scores were as follows:

- Barge Design Solutions, Inc. – 80.40
- Pond & Company – 77.60

The evaluation team then conducted interviews with representatives of both firms. The interviews consisted of a presentation by the design team followed by a question-and-answer session with the evaluation team. The evaluation team scored each design team's interview with the following results:

- Barge Design Solutions, Inc. – 96.00
- Pond & Company – 48.00

Thus, the evaluation team selected Barge as the highest scoring firm for RFQ 22-120.

Quality Based Selection (RFQ) process for A&E services / Negotiated Price

As the services herein are for architecture and engineering services (A&E), the City chose to issue RFQ's, as noted above, in accordance with Federal Law (Brooks Act) as it is viewed by Federal Agencies and State and Municipal Governments as the most cost effective approach to selecting a vendor for such services. A scoping meeting was held with representatives of Public Works, Recreation, Parks, and Cultural Services, and Barge on June 30, 2022 to review both project scopes and the City's expectations. City staff and representatives of Barge then began negotiations on a fee and schedule for design services. City staff reviewed Barge's proposal and found their fee and schedule to be reasonable and in line with industry standards. For Wills Park Improvements, the design services represent about 10.4% of the total $6 million project budget. For the Equestrian Center, the design services represent about 11.8% of the total $10 million project budget. Therefore, the evaluation team recommended the award of RFQ 22-1005 Design Services: Wills Park Improvements and RFQ 22-120 Design Services: Wills Park Equestrian Center Improvements to Barge Design Solutions, Inc.

Expected Timeline

The design consultant's scope of work will include the delineation of wetlands, development of conceptual plans and color renderings, geotechnical investigations, and the preparation and permitting of construction plans. Barge anticipates it will take approximately seventeen months to complete the designs.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

Wills Park Barge Proposal

August 8, 2022

Mr. Geoffrey Sarra, PE
Senior Engineer - CIP
Alpharetta Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009

RE: City of Alpharetta – Wills Park Design Services (Rev.1)

Dear Mr. Sarra:

Barge Design Solutions, Inc. (Barge) is pleased to present our proposal in the enclosed Professional Services Agreement and our proposed scope of work (Attachment A) for the Wills Park Improvements and the Wills Park Equestrian Center projects located in the City of Alpharetta.

This proposal was prepared based on our understanding of the project description, RFQs, and scoping discussions with you and other City staff. If we have not fully addressed your project requirements, or if you have any questions regarding the proposal, please feel free to call either one of us.

Barge can also provide additional services that are not currently included in this proposal. Some of those potential additional services are outlined in the Scope of Services. We can amend the executed Professional Services Agreement at any time for this purpose should the City so desire.

If all meets with your approval, please have the party responsible sign the last page of the enclosed Agreement and return both copies to us as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,

Barge Design Solutions, Inc.

John M. Fish, ASLA, APA
Vice President
404.862.5804 (M)

Roger Cox, PE
Vice President
678.3615239 (M)

Copy to: Marketing, File

2839 PACES FERRY ROAD SOUTHEAST // SUITE 850 // ATLANTA // GEORGIA // 30339 // 770-628-7631 // BARGEDESIGN.COM

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide design services for the improvements to Wills Park located in Alpharetta, GA. This proposal is in response to RFQ 22-120 for the Will's Park Equestrian Center as well as RFQ 22-1005 for the Will's Park Improvements (Wills Park Proper). Both projects are included in this proposal for completion under a single contract. Our scope will generally follow the intent of the originally prepared scope of work as outlined by the City but has been slightly modified after our discussions with the City and the June 30th scoping meeting. The general project areas can be seen in Attachment B – Scope of Work Diagram, and, as discussed, the design packages have been divided into the following (4) packages:

1. Wacky World playground and new restroom site
2. Equestrian Center Ring B expansion
3. Spine pathway, Gateways, and Waggy World dog park site
4. Various equestrian center improvements based on the concept master plan provided by the City in the RFQ

II. Scope of Services

Barge proposes the following Scope of Services.

Projects Initiation: Pre-Design & Concept Phase

Barge will continue to collaborate with the Client to identify park program elements, issues or concern, and specific design goals and objectives for the park. We will identify regulatory and construction issues that need to be addressed during the design process. Specifically, this pre-design and concept phase will consist of the following steps:

1. Conduct a detailed Kick-Off and Programming Workshop with the Client team. During this meeting, we will complete (with your input) a design summary document.

2. Review, in detail, existing data provided by the City. This is anticipated to include survey information, utility information, geotechnical information, and other data made available to our Team.

3. Barge will prepare an initial concept plan for Will's Park Proper identifying desired project elements. This will be a collaborative effort with the City and refined to address comments and requests of the City. A summary memo will be prepared and a concept level Opinion of Probable Construction Cost (OPCC).

4. Barge will prepare an initial concept plan for the Will's Park Equestrian Center identifying desired project elements. This will be a collaborative effort with the City and the Foundation and it will be refined to address comments and requests of the City. A summary memo will be prepared and a concept level Opinion of Probable Construction Cost (OPCC).

Project Packages

Based on the direction received from the City during the prior concept development phase, our Team will develop four (4) separate drawing packages. Those packages are listed below and are anticipated to include Schematic Design (SD) services through Construction Documents (CDs) and permitting.

The packages are summarized below, and include the tasks listed in Attachment C and follow the preliminary schedule provided as Attachment D.

Package 1: Wacky World Playground and Restroom Site Improvements

This project includes the north-central portion of Will's Park 'Proper' and is associated with the ultimate replacement of the existing playground and existing restroom facility. Our design package will incorporate elements related to the demolition and/or salvaging of elements of the existing playground, site preparation to receive the proposed future community-built playground, infrastructure to support the new restroom, and adjacent site improvements. Barge's understanding is that the City would like to prioritize this project package. This project package will include, by reference only, the new restroom building documented by TSW.

Barge proposes to provide the following scope and milestone submittals. Note that a 60% Design Development milestone has been omitted to shorten project delivery schedule.

A. Schematic Design (30% Design) – including, but not limited to, an initial project assessment, kickoff meeting, geotechnical exploration, option analysis, renderings, and opinion of probable construction cost (OPCC) to be used for project scoping.

B. Construction Documents (100% Design) – consisting of design drawings, details, technical specifications, OPCC, and permitting efforts.

C. Bidding Support – efforts related to supporting the City throughout the bidding process for Barge design products.

Package 2: Equestrian Center Ring B Expansion

Barge proposes to provide the following scope and milestone submittals. Note that a 60% Design Development milestone has been omitted to shorten project delivery schedule.

A. Schematic Design (30% Design) – including, but not limited to, an initial project assessment, kickoff meeting, option analysis, renderings, and opinion of probable construction cost (OPCC) to be used for project scoping.

B. Construction Documents (100% Design) – consisting of design drawings, details, technical specifications, OPCC, permitting efforts.

C. Bidding Support – efforts related to supporting the City throughout the bidding process.

Package 3: Spine Pathway, Gateways, and Waggy World Site

Barge proposes to provide the following scope and milestone submittals. This package will include the design of additional parking near the aquatic center which may be included as an add alternate bid item if the construction budget permits:

A. Schematic Design (30% Design) – including, but not limited to, an initial project assessment, kickoff meeting, geotechnical exploration, option analysis, renderings, and opinion of probable construction cost (OPCC) to be used for project scoping.

B. Design Development (60% Design) - consisting of design drawings, details, technical specifications, OPCC, and permitting exposure summary.

C. Construction Documents (100% Design) – consisting of design drawings, details, technical specifications, OPCC, and permitting efforts. The following major items are included within this task:

    a. No Rise Study
    b. Elevated walkway design
    c. Permitting efforts associated with Army Corps of Engineers and EPD. Wetland delineation is also included in this task.

D. Bidding Support – efforts related to supporting the City throughout the bidding process.

Package 4: Equestrian Center Improvements

Barge proposes to provide the following scope and milestone submittals:

A. Schematic Design (30% Design) – including, but not limited to, an initial project assessment, kickoff meeting, geotechnical exploration, option analysis, renderings, and opinion of probable construction cost (OPCC) to be used for project scoping.

B. Design Development (60% Design) – consisting of design drawings, details, technical specifications, OPCC, and permitting exposure summary.

C. Construction Documents (100% Design) – consisting of design drawings, details, technical specifications, OPCC, permitting efforts.

D. Bidding Support – efforts related to supporting the City throughout the bidding process.

III. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon the following assumptions.

1. Surveying Services. All required surveying documents, including easements or legal descriptions, and as-builts are to be supplied by the Client.
2. Barge will have access to the site and adjoining areas, as required.
3. Construction Administration Services are not included in this Scope of Work but can be provided upon request.
4. Permit, recording fees, etc., are to be paid by the Client/Owner.
5. Wacky World playground area to remain the same general size and shape. Playground equipment is anticipated to be a future community build project, not part of this contract, which will be installed after the completion of the proposed Barge design package.
6. Restroom design drawings, prepared and sealed by TSW, will be incorporated by reference only. Barge Design will be responsible for siting the building and providing sufficient level of detail for the site development plans. It is assumed that the restroom building will be permitted separately, and that the design is finalized by TSW.
7. Prefabricated buildings/barns for the equestrian center stalls will be supplied by the selected supplier(s). Barge will coordinate with suppliers but does not anticipate providing any design services for the barns beyond electrical service, lighting requirements, and geotechnical information for foundation requirements.
8. Appropriate sanitary sewer, water, gas, electric, and communication services are available to the site, as well as individual building sites; offsite utility design services can be provided as an additional service.
9. Electrical service, communication, internet, and gas utility services and relocations will be designed by others.
10. There are no historical structures involved with the project.
11. The site is properly zoned and rezoning or variance applications are not necessary (except where City requested scope includes variance provisions to explore concepts that may require variances from existing stream buffers and setbacks within the Equestrian facility project area).
12. Design fee is based upon the conceptual site master plan (Attachment B), as provided by the Client. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
13. Barge will provide the necessary technical specifications for the Project Manual and will incorporate Division 00 – Procurement and Contracting Requirements provided by the City.
14. Barge will produce the construction documents with the understanding that the project will be bid as a lump sum contract.
15. Any easements for utilities or other site requirements are assumed by others.
16. All environmental, property, land acquisition, platting, and zoning issues are assumed to have been resolved.
17. Construction, materials testing, or NPDES Construction Stormwater Permit Monitoring and Compliance is not included in this scope of work.

18. Irrigation services will not be included. This will be a design/build component for the Contractor to provide.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Record drawing preparation based upon markups prepared by the general contractor
2. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
3. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase
4. Preparation of multiple, separate construction contract packages beyond what is listed herein.
5. Zoning variance applications
6. Lead-based paint and asbestos testing
7. Sanitary sewer lift station design
8. Traffic studies
9. Traffic signal design
10. Additional 3D perspective renderings
11. Offsite utility design services
12. FEMA modeling/studies
13. Environmental studies and sinkhole disturbance permitting and other environmental reports, unless noted herein
14. Gas utility services design
15. Platting
16. Construction staking or foundation surveys

IV. Time of Performance

Barge is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following drawing package schedule, further detailed in Attachment D to show where concurrent project work is being performed.

Tasks	Duration
Design	
1. Projects Initiation & Concept Design	4 months
2. Package 1 – Wacky World & Restroom Renovations	5 months
3. Package 2 – Equestrian Center Ring B Improvements	3 months
4. Package 3 – Spine Path, Gateways, & Waggy World	8 months
5. Package 4 – Equestrian Center Improvements	8 months

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

B. Provide review comments in a timely manner.

C. Provide single point of contact for project coordination purposes.

D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses, will be provided by Client.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

A. Construction plans, notes, and details

B. CADD files

C. Permit documentation

VII. Compensation

The compensation to be paid to Barge for providing these requested services is provided in the Fee Summary Table below. As instructed by the City, the fees have been separated by project area (park) but will be contracted under a single agreement.

Fee Summary Table

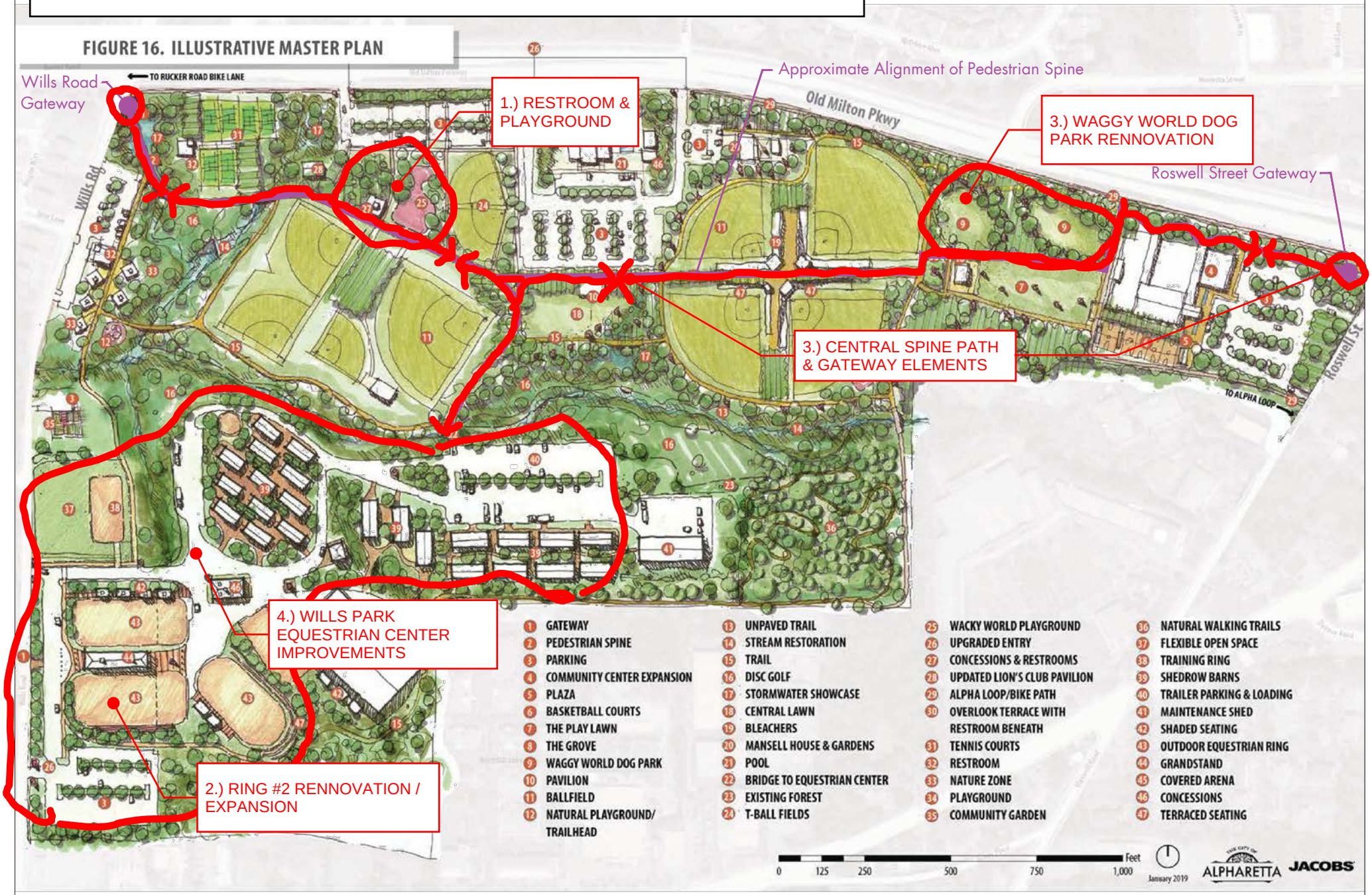
Items	Fee Type	Wills Park Proper	Equestrian Center	Fee Amount
Projects Initiation & Concept Design	Lump Sum	$84,000	$117,000	**$201,000**
Schematic Design (30% Documents)	Lump Sum	$169,900	$340,000	**$509,900**
Design Development (60% Design)	Lump Sum	$126,500	$254,000	**$380,500**
Construction Documents (100% IFC)	Lump Sum	$227,000	$455,500	**$682,500**
Bid Phase Services	Lump Sum	$18,250	$18,250	**$36,500**
Total:	LS	$625,650	$1,184,750	**$1,810,400**

Notes:

1. Additional geotechnical services, beyond initially scoped soil borings, can be performed at a daily rate once identified.
2. Additional 3D perspective renderings can be provided as an additional service.
3. Additional arborist services can be provided, on an hourly rate basis, as an additional service should they be necessary.
4. Construction Administration Services can be provided as an additional service.

The fees provided above are valid up to three (3) months from the date of this proposal.

ATTACHMENT B - BARGE DESIGN SCOPE OF WORK DIAGRAM



ATTACHMENT C - DETAILED TASK LIST

PRELIMINARY DESIGN TEAM PROJECT SCHUEDLE

WILLS PARK IMPROVEMENTS & EQUESTRIAN CENTER, CITY OF ALPHARETTA

PHASE / TASK:	MO. DAY
PHASE I - PROJECTS INITIATION:	
A. NOTICE TO PROCEED / CLIENT TEAM KICK-OFF MEETING	
PMP & INTERNAL BARGE TEAM KICK-OFF	
CITY CLIENT TEAM KICK-OFF / WORKSESSION	
B. DATA COLLECTION & BASE MAPS PREPARATION	
OBTAIN & REVIEW RELEVANT CITY PLANS / DOCUMENTS	
OBTAIN / REVIEW TSW RESTROOM PLANS	
REVIEW SURVEY DATA / PREP PROJECT BASE MAPS	
CONDUCT INITIAL GEOTECHNICAL INVESTIGATION (TO INCLUDE BARN FOUNDATIONS, BRIDGE/BOARDWALK ABUTMENTS/BENTS, & STORMWATER INFILTRATION TESTS)	
COMPLETE INITIAL WETLAND DELINEATION	
SCHEDULE INITIAL COORD. MTG.W/ GPC	
C. CONCEPT PHASE - PARK PROPER IMPROVEMENTS	
DEVELOP INITIAL PARK PROPER IMPROVEMENT CONCEPTS	
CONDUCT INITIAL PP IMPROVEMENT CONCEPTS CITY STAFF REVIEW WORK SESSION	
PP CONCEPT REFINEMENT & OPCC DEVELOPMENT	
CONDUCT PP IMPROVEMENT CONCEPTS CITY STAFF REVIEW WORK SESSION	
FINALIZE PP CONCEPTS - SUMMARY MEMO / MTG. NOTES; UPDATE OPCC	
D. CONCEPT PHASE - EQUESTRIAN CTR. IMPROVEMENTS	
EQUESTRIAN FOUNDATION VISIONING WORK SESSION	
INITIAL EQUESTRIAN CTR IMPROVEMENT CONCEPTS (INC. STREAM BUFFER ISSUES)	
EQUESTRIAN CTR IMPROVEMENT CONCEPTS CLIENT TEAM WORK SESSION	
EQUESTRIAN CONCEPT(S) REFINEMENT & OPCC DEVELOPMENT	
CONDUCT EQUESTRIAN CTR IMPROVEMENT CONCEPTS REVIEW WORK SESSION	
FINALIZE EQ CTR CONCEPTS - SUMMARY MEMO / MTG. NOTES; UPDATE OPCC	
PHASE II - WW PLAYGROUND & RESTROOM PROJECT (SD-CD + PERMIT) (PACKAGE #1)	
A. SCHEMATIC DESIGN (30%)	
IDENTIFY PLAYGROUND ELEMENTS TO BE SALVAGED	
CONDUCT INTITAL COORD. MTG. W/PLAYGROUND VENDER	
CONDUCT TREE CONDITION ASSESSMENT	
EXPLORE RESTROOM BLDG SITING OPTIONS	
EXPLORE GREEN INFRASTRUCTURE / STORMWATER OPTIONS	
CONDUCT CLIENT TEAM REVIEW SESSION	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SITE PLAN	
PREPARE ONE (1) 3D PERSPECTIVE RENDERING	
PREPARE LA RELATED SD DRAWINGS	
PREPARE CIVIL RELATED SD DRAWINGS	
PREPARE SD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE SD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN CD PHASE)	
B. CONSTRUCTION DOCUMENTS (100% IFC)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS (INCLUDING HYDROLOGY STUDY)	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
CD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE CD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD	
FINALIZE CD DOCUMENTS / INCORPORATE CITY REVIEW COMMENTS	
ISSUE LDP PERMIT SET TO COMM DEV FOR REVIEW	
RESPOND TO COMMENTS / REVISE CD'S AS NECESSARY / ISSUE FOR CONSTRUCTION	

PHASE / TASK:	MO. DAY
C. BID & AWARD	
RESPOND TO BIDDER RFI'S	
ATTEND PRE-BID MEETING	
ASSIST CITY IN REVIEW OF BIDS / RECOMMEND AWARD	
PHASE III - EQUESTRIAN CTR - RING B EXPANSION (SD-CD + PERMIT) (PACKAGE #2)	
A. SCHEMATIC DESIGN (30%)	
MIRROR ADJACENT RING A FOOTPRINT	
IDENTIFY UTILITY CONNECTIONS	
DEVELOP UNDERDRAINAGE SYSTEM	
EXPLORE RING / ARENA LIGHTING OPTIONS	
EXPLORE ADJACENT GREEN INFRASTRUCTURE / STORMWATER OPTIONS	
CONDUCT CLIENT TEAM REVIEW SESSION	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SITE PLAN	
PREPARE ONE (1) 3D PERSPECTIVE RENDERING	
PREPARE LA RELATED SD DRAWINGS	
PREPARE CIVIL RELATED SD DRAWINGS	
PREPARE SD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE SD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN CD PHASE)	
B. CONSTRUCTION DOCUMENTS (100% IFC)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
CD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE CD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD	
FINALIZE CD DOCUMENTS / INCORPORATE CITY REVIEW COMMENTS	
ISSUE LDP PERMIT SET TO COMM DEV FOR REVIEW	
RESPOND TO COMMENTS / REVISE CD'S AS NECESSARY / ISSUE FOR CONSTRUCTION	
C. BID & AWARD	
RESPOND TO BIDDER RFI'S	
ATTEND PRE-BID MEETING	
ASSIST CITY IN REVIEW OF BIDS / RECOMMEND AWARD	
PHASE IV - SPINE, GATEWAY & WAGGY WORLD IMP. (SD-CD + PERMIT) (PACKAGE #3)	
A. SCHEMATIC DESIGN (30%)	
DEVELOP / REFINE SPINE PATH ALIGNMENT & MATERIALITY	
DEVELOP / EVOLVE GATEWAY ELEMENT DESIGN CONCEPTS	
IDENTIFY UTILITY CONNECTIONS / CONFLICTS	
EXPLORE SPINE PATH LIGHTING OPTIONS	
EXPLORE GREEN INFRASTRUCTURE / STORMWATER OPTIONS	
CONDUCT CLIENT TEAM REVIEW SESSION	
REVISE / FINALIZE PATH ALIGNMNET & GATEWAY ELEMENTS	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SITE PLAN	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SECTIONS	
PREPARE FOUR (4) 3D PERSPECTIVE RENDERING	
PREPARE LA RELATED SD DRAWINGS	
PREPARE CIVIL RELATED SD DRAWINGS	
PREPARE SD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE SD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN CD PHASE)	

PHASE / TASK:	MO. DAY
B. DESIGN DEVELOPMENT (60%)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS (INCLUDING HYDROLOGY STUDY)	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
ELECTRICAL / SITE LIGHTING PLAN	
ELECTRICAL SCHEDULES & DETAILS	
LANDSCAPE PLANTING PLAN	
LANDSCAPE SCHEDULE & DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
DD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE DD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN CD PHASE)	
SUBMIT NATIONWIDE 404 PERMIT SET TO USACE	
ISSUE PRELIMINARY LD PERMIT REVIEW SET TO COMM DEV FOR REVIEW & COMMENT	
C. CONSTRUCTION DOCUMENTS (100% IFC)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS (INCLUDING HYDROLOGY STUDY)	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
ELECTRICAL / SITE LIGHTING PLAN	
ELECTRICAL SCHEDULES & DETAILS	
LANDSCAPE PLANTING PLAN	
LANDSCAPE SCHEDULE & DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
CD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE CD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD	
FINALIZE CD DOCUMENTS / INCORPORATE CITY REVIEW COMMENTS	
ISSUE LDP PERMIT SET TO COMM DEV FOR REVIEW	
RESPOND TO COMMENTS / REVISE CD'S AS NECESSARY / ISSUE FOR CONSTRUCTION	
D. BID & AWARD	
RESPOND TO BIDDER RFI'S	
ATTEND PRE-BID MEETING	
ASSIST CITY IN REVIEW OF BIDS / RECOMMEND AWARD	
PHASE V - EQUESTRIAN CENTER IMPROVEMENTS (SD-CD + PERMIT) (PACKAGE #4)	
A. SCHEMATIC DESIGN (30%)	
DEVELOP / REFINE SD LEVEL SITE PLAN FOR EQUESTRIAN CTR.	
EXPLORE / REFINE ALTERNATIVE PARKING & CIRCULATION OPTIONS	
EXPLORE / REFINE "MAIN STREET" EXHIBITOR EVENT CIRCULATION SPINE	
DEVELOP SIGNATURE MATERIALITY (LOOK/FEEL) FOR EQUESTRAIN CTR.	
REVIEW EQ CTR GATEWAY / ENTRY DESIGN ELEMENTS	
EXPLORE / IDENTIFY THREE (3) PREFERRED PRE-FAB BARN DESIGN SYS.	
CONDUCT TWO, ONE-DAY FIELD TRIPS TO REPRESENTATIVE EQ CTRS	
CONDUCT CLIENT TEAM REVIEW SESSION	
IDENTIFY UTILITY CONNECTIONS / CONFLICTS	
EXPLORE RING/ARENA LIGHTING OPTIONS	
EXPLORE GREEN INFRASTRUCTURE / STORMWATER OPTIONS	
CONDUCT CLIENT TEAM REVIEW SESSION	
SELECT / RANK PREFERRED SD PLAN OPTIONS / ELEMENTS	
PREPARE SD-LEVEL OPCC	
CONDUCT CLIENT TEAM REVIEW SESSION TO SELECT PREFERRED SD PLAN	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SITE PLAN	
PREPARE COLOR-RENDERED, ILLUSTRATIVE SECTIONS	
PREPARE FOUR (4) 3D PERSPECTIVE RENDERINGS	

PHASE / TASK:	MO. DAY
PREPARE LA RELATED SD DRAWINGS	
PREPARE CIVIL RELATED SD DRAWINGS	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE SD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN DD PHASE)	
B. DESIGN DEVELOPMENT (60%)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS (INCLUDING HYDROLOGY STUDY)	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
ELECTRICAL / SITE LIGHTING PLAN	
ELECTRICAL SCHEDULES & DETAILS	
LANDSCAPE PLANTING PLAN	
LANDSCAPE SCHEDULE & DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
DD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE DD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD (COMMENTS TO BE ADDRESSED IN CD PHASE)	
SUBMIT EPD PERMIT FOR REMOVING EXISTING ENCROACHMENTS - AS APPROPRIATE	
ISSUE PRELIMINARY LD PERMIT REVIEW SET TO COMM DEV FOR REVIEW & COMMENT	
C. CONSTRUCTION DOCUMENTS (100% IFC)	
COVER & SHEET INDEX	
GENERAL NOTES	
DEMOLITION PLANS	
SITE / MATERIALS PLAN	
CIVIL UTILITY PLANS	
CIVIL GRADING & DRAINAGE PLANS (INCLUDING HYDROLOGY STUDY)	
CIVIL EROSION CONTROL PLANS	
CIVIL DETAILS	
ELECTRICAL / SITE LIGHTING PLAN	
ELECTRICAL SCHEDULES & DETAILS	
LANDSCAPE PLANTING PLAN	
LANDSCAPE SCHEDULE & DETAILS	
LA / SITE & HARDSCAPE DETAILS	
TECHNICAL SPECIFICATIONS	
CD LEVEL OPCC	
COMPLETE INTERNAL QA/QC REVIEW / ISSUE CD REVIEW PACKAGE	
CONDUCT CLIENT TEAM REVIEW SESSION	
CLIENT REVIEW PERIOD	
FINALIZE CD DOCUMENTS / INCORPORATE CITY REVIEW COMMENTS	
ISSUE LDP PERMIT SET TO COMM DEV FOR REVIEW	
RESPOND TO COMMENTS / REVISE CD'S AS NECESSARY / ISSUE FOR CONSTRUCTION	
D. BID & AWARD	
RESPOND TO BIDDER RFI'S	
ATTEND PRE-BID MEETING	
ASSIST CITY IN REVIEW OF BIDS / RECOMMEND AWARD	

ATTACHMENT D - PROJECT SCHEDULE

PRELIMINARY DESIGN TEAM PROJECT SCHUEDLE
WILLS PARK IMPROVEMENTS & EQUESTRIAN CENTER, CITY OF ALPHARETTA

DRAFT

PHASE / TASK:	2022 SEPT 5 12 19 26	OCT. 3 10 17 24 31	NOV 7 14 21 28	DEC 5 12 19 26	2023 JAN 2 9 16 23 30	FEB 6 13 20 27	MAR 6 13 20 27	APR 3 10 17 24	MAY 1 8 15 22 29	JUNE 5 12 19 26	JULY 3 10 17 24 31	AUG 7 14 21 28	SEPT 4 11 18 25	OCT 2 9 16 23 30	NOV. 6 13 20 27	DEC 4 11 18 25	2024 JAN 1 8 15 22 29	FEB 5 12 19 26	MAR 4 11 18 25
PHASE I - PROJECTS INITIATION:																			
A. NOTICE TO PROCEED / CLIENT TEAM KICK-OFF MEETING																			
B. DATA COLLECTION & BASE MAPS PREPARATION																			
C. CONCEPT PHASE - PARK PROPER IMPROVEMENTS																			
D. CONCEPT PHASE - EQUESTRIAN CTR. IMPROVEMENTS																			
PHASE II - WW PLAYGROUND & RESTROOM PROJECT (SD-CD + PERMIT) (PACKAGE #1)																			
A. SCHEMATIC DESIGN (30%)																			
B. CONSTRUCTION DOCUMENTS (100% IFC)																			
C. BID & AWARD																			
PHASE III - EQUESTRIAN CTR - RING B EXPANSION (SD-CD + PERMIT) (PACKAGE #2)																			
A. SCHEMATIC DESIGN (30%)																			
B. CONSTRUCTION DOCUMENTS (100% IFC)																			
C. BID & AWARD																			
PHASE IV - SPINE, GATEWAY & WAGGY WORLD IMP. (SD-CD + PERMIT) (PACKAGE #3)																			
A. SCHEMATIC DESIGN (30%)																			
B. DESIGN DEVELOPMENT (60%)																			
C. CONSTRUCTION DOCUMENTS (100% IFC)																			
D. BID & AWARD																			
PHASE V - EQUESTRIAN CENTER IMPROVEMENTS (SD-CD + PERMIT) (PACKAGE #4)																			
A. SCHEMATIC DESIGN (30%)																			
B. DESIGN DEVELOPMENT (60%)																			
C. CONSTRUCTION DOCUMENTS (100% IFC)																			
D. BID & AWARD																			

STAFF REPORT

Submitting Department: Public Safety
Submitted By: Shawn Mitchell
Sponsored By:
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: THREE FIRE ENGINE ACQUISITIONS: REPLACEMENT OF UNITS 84, 85, AND 86

APPROVAL OF THE ACQUISITION OF THREE (3) REPLACEMENT FIRE ENGINES THROUGH TEN-8 FIRE EQUIPMENT OF GEORGIA AT A COST OF $2,353,251.00 AND ADOPTION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL ASSOCIATED DOCUMENTS WITH BANK OF AMERICA PUBLIC CAPITAL CORPORATION FOR THE PURPOSES OF FINANCING THE THREE (3) REPLACEMENT FIRE ENGINES.

II. RECOMMENDATION:

Approve acquisition of three (3) replacement Fire Engines through Ten-8 Fire Equipment of Georgia at a cost of $2,353,251.00.

Adopt the attached Resolution authorizing the Mayor to execute all associated documents with Bank of America Public Capital Corporation for the purposes of financing the three replacement Fire Engines.

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:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Engine Acquisitions (30131150-542200-C1241)	$2,353,251

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Engine Lease Financing Proceeds (30131150-393500-C1241)	$2,353,251

IV. REPORT IN BRIEF:

BACKGROUND

The City of Alpharetta has 8 fire apparatus including 5 fire engines/pumpers, 1 fire ladder truck, 1 fire quint truck, and 1 air/light truck in active duty. The Finance and Public Safety Departments have developed a funding plan to ensure all fire apparatus are built into the annual operating budget under 10-year capital lease programs (except the Ladder Truck and the Quint Truck which will be extended to 13-years due to lower usage rates) that (A) ensure highly functional equipment to aid the Department in meeting its service needs to our citizens and to (B) eliminate periodic impacts to the capital budget.

The city's next scheduled fire apparatus replacements include the following:

- Fire Engine #86 (acquired in 2015; current financing ends in 2024);
- Fire Engine #84 (acquired in 2016; current financing ends in 2025); and
- Fire Engine #85 (acquired in 2016; current financing ends in 2025).

Acute issues facing the fire apparatus industry:

Delivery Delays: Pre-pandemic, Pierce was building and delivering fire trucks in under 12-months. The current build time has ballooned to over 28-months and the trend is not anticipated to improve any time soon.

Price Growth: Price increases for fire apparatus have been very high as they are centered around many of the most inflationary market segments (e.g., labor, steel, microchips, etc.). For example, the fire engines acquired in 2016 (not including equipment) approximated $520,000 each. The same unit will now cost more than $840,000. Growth of 63% or average annual growth of over 8%. Known price increases include +6.5% on 11/1/2022 and an additional +3% on 1/31/2023. This trend is anticipated to get worse in the short term as inflationary pressures continue.

Interest Rates: To manage inflationary pressures, the Federal Reserve has been aggressively adjusting the federal funds target rate with five adjustments year-to-date in 2022. As such, equipment financing rates have grown and are forecasted to continue to grow over the short-term. For example, governmental financing rates (AAA credit level) in 2016 approximated 1.8% and are now more than 3.3%.

Recommendation: Due to the issues noted above, staff recommends ordering and prepaying (financing) the replacement of Fire Engines 84, 85, and 86. Placing the order on or before 11/1/2022 will ensure the city is insulated from the known price increases (9.5%) occurring over the next 6 months. Additionally, prepaying now will save the city $135,000 off the purchase price as well as lock in interest rates.

FIRE ENGINE SELECTION

Pierce is the city's approved single source provider of fire engines/trucks. Pricing for the three Pierce Fire Engines quoted herein are in accordance with the competitively bid contract (Request for Proposals – RFP #1905) awarded to Pierce by the National Purchasing Partners (NPP). RFP #1905 became effective May 27, 2020 and is valid until May 27, 2023 (with an option for three additional 1-year renewals). Under the Procurement Code, the City is authorized to piggy-back off competitively procured contracts provided through other governmental entities. Ten-8 and Pierce representatives have stated that the pricing under this contract is the most competitive and forms the basis of what would be provided to the City under a standalone bid scenario.

- Pierce Fire Engines (three engines; less allocable pre-payment discount): $2,353,251.

CAPITAL LEASE PROGRAM

As previously detailed, the 28-month build/delivery lead times require ordering/replacement in advance of what has been the normal practice. Staff recommends prepayment and financing the acquisition now to insulate the city from known/future price increases as well as higher interest/financing rates.

The Finance Department solicited quotes for the fire engine financing from ten (10) financial institutions and received proposals from seven (7) firms with the following results: Bank of America (3.2996%); Magnolia Bank (3.4560%); Truist (3.6700%); PNC Bank (3.9800%); Repulic First National Bank (4.0300%); Signature Public Funding Corp. (4.4430%); and Key Bank (4.5300% - max of 10-year term).

Bank of America provided the most competitive interest rate and is the recommended partner for this transaction. Transaction terms include:

- Loan amount: $2,353,251
- 12-year term;
- 3.2996% fixed interest rate;
- no closing costs; and
- annual payments as follows (early years are wrapped around existing equipment capital financings for the subject fire engines):
    - 2023-2024 (pmt. #1-2): $119,345.14 annual payment.
    - 2025 (pmt. #3): $173,537.54 annual payment
    - 2026-2034 (pmt. # 4-12): $282,732.11 annual payment

FINANCIAL IMPACT

As the city will be financing the replacement of Fire Engines 84, 85, and 86 while the existing leases are still in effect (due to the factors already noted), staff has structured the new lease as a wrap that, upon programming the incremental budget impact of $119,345 into the FY 2024 Budget, will result in level-debt service through maturity in 2034.

	Fire Engine 84, 85, and 86		
	Exisitng Capital Lease Payments	Proposed Lease Payments	Combined Total
2023	$ 163,068.18	$ 119,345.14	$ 282,413.32
2024	$ 163,068.18	$ 119,345.14	$ 282,413.32
2025	$ 108,981.52	$ 173,537.54	$ 282,519.06
2026	$ -	$ 282,732.11	$ 282,732.11
2027	$ -	$ 282,732.11	$ 282,732.11
2028	$ -	$ 282,732.11	$ 282,732.11
2029	$ -	$ 282,732.11	$ 282,732.11
2030	$ -	$ 282,732.11	$ 282,732.11
2031	$ -	$ 282,732.11	$ 282,732.11
2032	$ -	$ 282,732.11	$ 282,732.11
2033	$ -	$ 282,732.11	$ 282,732.11
2034	$ -	$ 282,732.11	$ 282,732.11
	$ 435,117.88	$ 2,956,816.81	$ 3,391,934.69

V. ALTERNATIVES:

VI. ATTACHMENTS:

Fire Engine Acquisition Resolution, Proposal Alphretta Pumpers 2022 X3, BOA Documents to execute (Schedule 7), BOA Master Equipment Lease-Purchse Agreement (2-18-2016), Counsel Opinion Letter, Fire-Apparatus-RFP-1905-Synopsis

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN SCHEDULES AND OTHER DOCUMENTS RELATING TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, EXECUTED ON FEBRUARY 18, 2016, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety vehicles (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee entered into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), on February 18, 2016, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property No. 7 and the forms of the Rental Payment Schedule attached to Schedule of Property No. 7, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provision of Schedule of Property No. 7 and the attached Rental Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee Schedule of Property No. 7 under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement for Schedule of Property No. 7 shall not exceed $2,353,251.00; (b) the maximum term under any Lease entered into pursuant to the Agreement, as amended, shall not exceed the Original Term and twelve (12) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2034, for Schedule of Property No. 7; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed the lesser of the maximum rate permitted by law or 3.2996% per annum (Contract Rate). The Authorized Officials may sign and deliver the Lease to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in the Lease.

Section 3. Ratification of Schedule of Property Nos. 1-6. Schedule of Property Nos. 1-6 and all related documents previously entered into by the parties are hereby confirmed and ratified in all respects.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the

Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald Mitchell

_____
Brian Will

_____
Douglas DeRito

_____
John Hipes

_____
Jason Binder

_____
Dan Merkel

Approved as to form and legal sufficiency:

_____
Lauren Shapiro, City Clerk

_____
Molly Esswein, City Attorney

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 1000

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **September 20, 2022** ("Proposal Date") **Customer:** **City of Alpharetta, GA** ("Customer")

Customer Address: **Alpharetta, GA**

Qty	Product Description & Options	Price
3	**Pierce custom pumper on Enforcer chassis**	**$2,482,500.00**
1	**Performance bond for 3 engines**	**$5,751.00**
	Optional Discount: Pre-pay discount to be applied when customer prepays for the order. requires 100% payment 30 days after order	**($135,000.00)**
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$2,353,251.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **29** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: **Pricing includes travel, delivery, training, and discounts for using the NPP.GOV contract.**

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **City of Alpharetta, GA**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Jeff Amlong**

Date: **9/20/2022**

Ten-8

Equipment Proposal #1000

Signature Page Continued

Approved as to content:

_____

Thomas G. Harris, Finance Director

Approved as to form and legal sufficiency:

Jarrard & Davis, LLP

_____

Molly N. Esswein, City Attorney

EXHIBIT A

PROPOSAL OPTION LIST

Option List

9/27/2022

Customer:	Alpharetta Fire Department	**Bid Number:**	1000
Representative	Amlong, Jeff	**Job Number:**	
Organization:	Ten-8 Fire & Safety, LLC	**Number of Units:**	2
Requirements Manager:		**Bid Date:**	07/29/2022
Description:	Alpharetta 2022 pumper	**Stock Number:**	
Body:	Pumper, Medium, Aluminum, 2nd Gen	**Price Level:**	42 (Current: 42)
Chassis:	Enforcer Chassis	**Lane:**	

Line	Option	Type	Option Description	Qty
			Chassis:	
1	0661794		Single Source Compliance	1
2	0056880		Requirements of Apparatus Manufacturer	1
3	0000114		Inspection Trip(s)	2
			Qty, - 02 Fill in Blank - up to 5 people	
4	0009999		Service Facility (to be used as a base)	1
5	0536644		Customer Service Website	1
6	0002928		Electrical Diagrams	1
7	0649754		Enforcer Chassis	1
8	0000110		Wheelbase	1
			Wheelbase - 187.50"	
9	0000070		GVW Rating	1
			GVW rating - 44,000 #'s	
10	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
11	0020018		Frame Liner Not Req'd	1
12	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
13	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
14	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
15	0000322		Oil Seals, Front Axle	1
16	0899288		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Speed	1
17	0752585		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Black, Hub Pilot	1
18	0530457		Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	1
19	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 70	
20	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
21	0000485		Oil Seals, Rear Axle	1
22	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
23	0738289		Wheels, Rear, Alcoa, 22.50" x 8.25", Alum, Dura-Black, Hub, Single	1
24	0568081		Tire Balancing, Counteract Beads	1
25	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
26	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
27	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
28	0057936		Covers, Lug Nut, Chrome	1
29	0739344		Mud Flap, Full Width, Rear, Chain Mount, Custom Logo	1
30	0002045		Mud Flap, Front and Rear, Pierce Logo	1
31	0010670		ABS Wabco Brake System, Single rear axle	1
32	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
33	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
34	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
35	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
36	0790412		Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	1
37	0070790		Brake Lines, Nyl w/Wire Reinf At Ea Brake Chamber	1
38	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	
39	0000860		Outlet, Air, with shut off valve	1
			Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1	
40	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1

Line	Option	Type	Option Description	Qty
41	0743490		Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2021, Enforcer	1
42	0001244		High Idle w/Electronic Engine, Custom	1
43	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
44	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
45	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
46	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
47	0585771		Exhaust, Modified for MagneGrip System, 7.00" x 5.00", Diffuser Engines	1
48	0788765		Radiator, Saber FR/Enforcer	1
49	0001090		Cooling Hoses, Rubber	1
50	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
51	0001129		Lines, Fuel	1
52	0804201	SP	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, Treadplate Shield,ENF	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
			Latch, Door, Access - lift and turn latch, flush	
53	0552793		Not Required, Fuel Priming Pump	1
54	0552712		Not Required, Shutoff Valve, Fuel Line	1
55	0699437		Cooler, Chassis Fuel, Not Req'd.	1
56	0690880		No Selection Required From This Category	1
57	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
58	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
59	0684459		Transmission Oil Cooler, Modine, External	1
60	0539711		Label, TRANSynd Transmission Fluid Only	1
61	0565656		Fluid, 4000/4500 Series Transmission,TranSynd synthetic, IPOS, Custom	1
62	0001375		Driveline, Spicer 1810	1
63	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
64	0509229		Steering Wheel, 2 Spoke	1
65	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - ALPHARETTA	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - RESCUE	
66	0018193		Bumper, 22" Extended, Painted, Reinforced, Saber FR/Enforcer	1
67	0640195		Tray, Hose, Center, 22" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
68	0611483		Hose Restraint, Bumper Tray, 2" Nylon Webbing, Fasteners	1
			Type of fastener - seat belt buckle	
69	0778092		Lift & Tow Package, Enforcer	1
70	0002270		Tow Hooks, Chrome	1
71	0695304		Notch, Front For Recessing Of Inlet, Steel Fabricated Bumper	1
72	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - LS	
73	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
74	0648332		Cab, Enforcer, 7010	1
75	0747442		Engine Tunnel, X12, MX13, Enforcer	1
76	0633594		Rear Wall, Interior, Adjustable Seating	1
77	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
78	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
79	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
80	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - b) S/S, Brushed	
81	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
82	0015440		No Chrome Molding, On side of cab	1
83	0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
84	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
85	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
86	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
87	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
88	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
89	0770190		Handrail, Exterior, Hansen, Alum, Rubber Inserts, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
90	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
91	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
92	0557023		Handrail, 10", Below Cab Windshield, Pair	1
93	0042105		No Windows, Side of Crew Cab	1
94	0012090		Not Required, Windows, Front/Side of raised roof	1
95	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
96	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
97	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
98	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
99	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
100	0724439		Compt, Storage, 12.75 W x 24 H x 15 D, (1) RS Side C/C, Dbl Pan, 70" Enf	1
			Light, Aux Cab Compartment - Pierce, Hinged Side	
			Finish, Exterior Cab Compt - Spatter Gray	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Cable	
101	0745808		Scuffplate, Inner Door Pan, Aux Cab Compts, Pair	1
			Material Trim/Scuffplate - b) S/S, Brushed	
102	0619947		Lip, Dash Board, 1.00" Aluminum Angle Lip, Officer Side	1
103	0722796		Dash, Poly, Saber FR/Enforcer	1
104	0664465		Bracket, Air Bottle, Hands-Free II	1
			Location - DS rear cab wall, close to floor	
			Qty, - 01	
105	0606278		Tray, Equipment Mounting, Aluminum, Lip, Size	1
			Location - rear of the engine tunnel	
			Qty, - 01	
			Size - to fit the flat surface at the rear of the engine tunnel	
			Material Finish, Cab Interior - Painted	
			Lip - 2.00"	
106	0615196		Web Netting, Fasteners, Cab Interior	1
			Location - mounting tray on rear of engine tunnel, netting to be oversized for the tray	
			Qty, - 01	
			Type of fastener - Velcro straps	
			Restraint Location - Front (towards front of truck)	
107	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
108	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
109	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
110	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
111	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
112	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
113	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
114	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
115	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	

Line	Option	Type	Option Description	Qty
116	0767953	SP	Map Box, 1 Bin, 4 Glove Box, 4 Radio, 2 Cup Holders, Mobile	1
			Location - ship loose	
117	0583039		Not Required, Side Roll and Frontal Impact Protection	1
118	0622618		Seating Capacity, 5 Seats	1
119	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
120	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
121	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
122	0769412		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Roll, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Gortite, Anodized, Locking #751	
			Louvers, Cabinet - 0-No Louvers	
123	0102783		Not Required, Seat, Rr Facing C/C, Center	1
124	0767370		Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, Roll, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Gortite, Anodized, Locking #751	
			Louvers, Cabinet - 0-No Louvers	
125	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
126	0804442	SP	Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, 11" Sp,DS Offset,SFR/Enf	1
127	0632874		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Foldup, Saber FR/Enf	1
128	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
129	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
130	0690610		Embroidery, Seats, Cab and Crew Cab	1
			Qty, Seats Embroidery - 5 Seats	
131	0678689		Compt, Enclose, Forward Facing Seat Riser, VEL/IMP/Qtm/SFR/Enf	2
			Location - under the forward facing seats	
			Qty, - 02	
132	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
133	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
134	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
135	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
136	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
137	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
138	0683556		Light, Do Not Move Apparatus, Wln M2R Red LED	1
			Alarm, Do Not Move Truck - Steady Alarm	
139	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
140	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
141	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
			Location, Wiper Control - Standard Location	
142	0548006		Wiring, Spare, 15 A 12V DC 2nd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location - In EMS compartments as high as possible on upper rear inboard (engine tunnel side) wall. Pic in Stage 7 Job E-Folder	
143	0657222		Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block, Blue Sea 5026 1st	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
143			12vdc power from - Battery direct Location - behind officer seat	
144	0583917		Wiring, Spare, 15 A 12V DC 5th	1
			Qty, - 01 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - officer side dash, where USB plug was previously	
145	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	1
			Qty, - 01 12vdc power from - Battery direct Location - officer side dash	
146	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
147	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
148	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
149	0602598		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless	1
			Location - location #6	
150	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model -	
151	0602027		Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only	3
			Qty, - 03 Location - CC seats	
152	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	2
			Qty, - 02 Location, Headset - Driver Seat and Officer Seat	
153	0681408		Hangers For Headsets, NFPA, Each	4
			Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
154	0670250		Install Customer Provided Two-Way Radio(s), Enforcer Chassis	1
			Qty, - 01	
155	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01 Location, Antenna Mount - Right Side	
156	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Speaker on Ceiling Behind Driver	
157	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
			Color, Antenna - White Antenna Module Housings - Black Housing with Power and Status Ind	
158	0896456		Prognostics, Electrical System	1
159	0892649		CZ Connect Telematics	1
			Subscription, CZ Connect Telematics - 3 Year Subscription	
160	0624253		Electrical System, Enforcer MUX	1
161	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
162	0008621		Battery System, Single Start, All Custom Chassis	1
163	0002698		Battery Compartment, Saber/Enforcer	1
164	0593502		Charger, Sngl Sys, Newmar, EV-40, 023-5353-1 Indicator	1
165	0786339		Location, Charger, Cab Behind Driver Seat, Saber FR/Enforcer	1
166	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
167	0016848		Shoreline, 20A 120V, Kussmaul Auto Eject 091-20WP-120	1
			Qty, - 01 Color, Kussmaul Cover - b) red Connection, Shoreline - battery charger	
168	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
169	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
170	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
171	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c)clear	

Line	Option	Type	Option Description	Qty
172	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
173	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
174	0589905		Alarm, Back-up Warning, PRECO 1040	1
175	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
176	0896454		Enhanced Software for Perimeter Lts	1
177	0760447		Light, Roof Mt, HiViz, FT-B-72-*-*, Cnt Feature, Mux	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - White	
			Scene Light Optics - Flood/Spot	
178	0768061		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	1
			Location - DS cab	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
179	0768059		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	1
			Location - PS cab	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
180	0554271		Body Skirt Height, 20"	1
181	0554995		No Body Modification Required	1
182	0611788	SP	Inlet, 4" to 6" Front, 5" S/S Plumbing, w/oBleeder Valve, No Valve	1
			Inlet, Size - Five	
			Drain, Suction - T Swing Handle	
183	0064119		No Actuation Req'd	1
184	0749108		Piping for Front Suction Thru Bumper, As Short As Possible	1
185	0004788		Cap, Front Inlet, Long Handle, VLH	1
186	0562824		Indicator Lights @ Pump Panel, Electronic Engines, IAT Pressure Controller	1
187	0730329		Air Horns, (2) Buell, In Bumper	1
188	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
189	0016056		Valve, Air Horn Shutoff	1
190	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
191	0796642	SP	Location, Elect Siren, Recessed Overhead In Console, Painted Housing	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
192	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
193	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
194	0748282		Control Mech Siren, Ft Sw LS	1
195	0748281		Control Mech Siren, Ft Sw RS	1
196	0897453		Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, RS Overhead Sw Pnl, Mux	1
197	0897454		Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, LS Overhead Sw Pnl, Mux	1
198	0746353		Not Required, Warning Lights Intensity	1
199	0016380		No Additional Lights Req'd, Side Zone Upper	1
200	0899296		Lights, Front Zone, Wln M6** M6** M6** M6** M6** M6** Wrap Hdlt Bzl, Enf 6lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Lt DS Frnt Out Corner - Red Flashing	
			Color, Lt PS Frnt Out Corner - Red Flashing	
			Color, Q Bezel and Trim - Polished Chrome	
201	0651432		Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt	1
			Location, Lights - directly under the upper grille cross tube, under the Rota-Beam beam light	
202	0720873	SP	Light, Front, Wln 6RB**, Rota Beam, Grl Mt	1
			Location, Lights - on the grille, above the upper cross tube	
			Qty, - 01	
			Color, Lights, Warning - White	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	

Line	Option	Type	Option Description	Qty
203	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1
			Control, Door Int Flash - None (Doors only)	
			Location, Light, Door Int Flash - Over Window	
204	0895609		Connectors, Door Interior Flash, All Cabs, Butt Splice	1
205	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #10 White	
206	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
207	0693797		No Paint Required, Aluminum Front Wheels	1
208	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
209	0007356		Reflective across Cab Face	1
210	0509398		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior	1
			Color, Reflect Band - B - l) white	
			Size, Chevron Striping - 06	
			Color, Reflect Chev - A - c) ruby red	
211	0741671		Lettering, Reflective, Front and Rear Mud Flaps, 1 Color	1
			Configuration - ENGINE	
			Font, Lettering, Mud Flap - Style 4	
			Outline, Lettering, Mud Flap - White Outline	
			Color, Lettering, Mud Flap - Ruby Red	
212	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
213	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
214	0531636		Manual, (2) CD, Chassis Service, Custom	1
215	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
216	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
217	0545073		Amp Draw Report, NFPA Current Edition	1
218	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
219	0000012		PIERCE CHASSIS	1
			Body:	
220	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - Alpharetta	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 100 Miles	
			Number of Fire Dept/Municipalities - 2	
			Bidder/Sales Organization - Ten-8	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Ten-8	
221	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
222	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
223	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
224	0000007		Approval Drawing	1
225	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper	1
			Qty, Pair - 01	
226	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - DS, 1 forward and 1 rearward of the rear axle	
			Qty, Pair - 01	
227	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
228	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
229	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
230	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
231	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Clear	
232	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
233	0664481		Bracket, License Plate & Light, P25 LED	1
234	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
235	0731790	SP	Switch, Master Scene Light, In Cab, 2nd	1
			Location - switch panel #1	
236	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
237	0769560		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	

Line	Option	Type	Option Description	Qty
238	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12", Brkt	2
			Qty, Lights - 02	
			Location, Additional Perimeter Lights - Under Compt LS1, 1lt and Under Compt RS1, 1lt	
239	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
240	0740839		Lights, HiViz FT-MB-24-TRGWA-**-*, 31.11" 2nd	1
			Location - PS body center	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - White	
			Scene Light Optics - combination	
241	0741196		Lights, HiViz FT-MB-24-TRGWA-**-*, 31.11" 1st	1
			Location - DS body center	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - White	
			Scene Light Optics - combination	
242	0768527		Lights, HiViz FT-MB-2.6-*-* 7.90", 1st	2
			Location - (1) each hung from rear upper rear light stanchions facing rearward	
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS and Body Switch, DS Rear SS	
			Color, Lt Housing HiViz - White	
			Scene Light Optics - flood	
243	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
244	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
245	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
246	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas	2
			Location - TBD	
			Qty, Cargo Lts - 2	
247	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
248	0013303		Tank, Water, 500 Gallon, Poly, Med, New York Style	1
249	0003405		Overflow, 4.00" Water Tank, Poly	1
250	0028104		Foam Cell Required	1
251	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
252	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
253	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
254	0003429		Not Required, Direct Tank Fill	1
255	0003424		Not Required, Dump Valve	1
256	0048710		Not Required, Jet Assist	1
257	0030007		Not Required, Dump Valve Chute	1
258	0514778		Not Required, Switch, Tank Dump Master	1
259	0615188	SP	MODIFICATION, Lower Hose Bed Side Sheets	1
			Fill in Blank -	
260	0556223		Hose Bed, Aluminum, Pumper, New York Style, Fill In Blank Height, Painted	1
			Fill in Blank - as low as possible (64"or less)	
			Material Trim/Scuffplate - b) S/S, Brushed	
261	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
262	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - From Left to Right: 200' of 1.75' / 200' of 1.75" / 400' of 2.5" / 1000' of 5.0".	
263	0073494		Not Required, Divider, Hose Bed	1
264	0648736		Cross Tube, Reinforcement, Above Hose Bed	1
			Location -	
265	0040730		Reinforcement, Hose Bed Divider Tied To Crossbar	3
			Qty, - 03	
266	0740288		Hose Restraint, HB, Velcro Strap Top, 2" Nylon Web Rear, w/Crosstube, Seat Belt	1
			Location - where best suited	
			Nylon Web Color - Black	
			Type of fastener, Rear - seat belt buckle - bottom of hosebed	

Line	Option	Type	Option Description	Qty
266			Quantity - 03 Color, Strap - Black Release, Seat Belt Buckle - Y-Strap Material, Cross Tube - Painted Size, Cross Tube - 2"x3"	
267	0785270	SP	Compt, (2) Backboards, Vertical in Hose Bed, Hinge Location Location, Backboard Comp - Passenger's Side Size, Backboard - 2.25" thick X 18.00" wide X 76.00" long. Hinge Location - Left Side	1
268	0531457		Reinforcement, Front Body Sheet Cross-Divider, Severe Duty, Aluminum Body	1
269	0089471		Cutout, Handhold, in Hose Bed Divider Qty, - 03	3
270	0662031	SP	Divider, .25" Unpainted Hose Bed, Angled at Rear with Handhold, Special Length Qty, - 03 Fill in Blank - the 4 tall HB dividers to be held short of rear edge of hose bed 6"	3
271	0678132		Track, Recessed, Hose Bed Divider, Additional	1
272	0039197		Removable Shelf In Hose Bed, Shelf Only Location - RS over the backboard, folding ladder and pike pole storage Qty, - 1	1
273	0520900		Deflector, Hose Bed, 24" Long, Alum Treadplate	1
274	0013512		Running Boards, 12.75" Deep	1
275	0681365		Tailboard, 10" Deep, Full Width, Extended Substructure, Angled Corners	1
276	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
277	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
278	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	2
279	0024110		Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	2
280	0895820		Construction, Compt, Alum, 2G Pumper	1
281	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
282	0063623		RS 152" Lap, Low, FDLER	1
283	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 03 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Locking, 751, AXT/Qtm/Dash CF/Saber Cab	3
284	0080647		Compt, Flush Rear, Rollup, 30.75" FF, 41.88" D	1
285	0692746		Door, Gortite, Rollup, Rear Compartment Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Locking, 751, AXT/Qtm/Dash CF/Saber Cab	1
286	0678530		Scuffplates, Center Rear Wall, Aluminum Treadplate	1
287	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper Qty, Door Accessory - 04 Location, Door Guard/Drip Pan - LS1, LS2, LS3 and B1	4
288	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 06 Location, Compartment Lights - All Body Compts	6
289	0687146		Shelf Tracks, Painted Qty, Shelf Track - 04 Location, Shelf Track -	4
290	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 10 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined -	10
291	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 01 Location, Tray Slide-Out, Floor Mounted - Material Finish, Tray - Painted - Spatter Gray	1
292	0725647		Cabinet, Drawer Assembly, CTECH, Two Drawers, Up To 36" Wide Qty, - 01	1

Line	Option	Type	Option Description	Qty
292			Location - LS3 Size, Drawer Height 1 (Top) - 10.00" Size, Drawer Height 2 - 10.75"	
293	0540317		Toolboard, Swing-out, Alum, .188", Peg Board Qty - 1 Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .281" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - LS2	1
294	0737029		Tray, Top of Compt Location - RS Qty, - 01 Location, driver's/passenger's/center - Right Side Floor Material, Hose Tray - Grating Length, Tray - 152" Inboard Height, Tray - 8" Outboard Height, Tray - Angled - 2.00" Fastener, Tray - (4) Seat Belt	1
295	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
296	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted black 101	1
297	0519849		Not Required, Hose, Hard Suction	1
298	0612957		Trough, HSH, (1), Side Sheet Mount Qty, - 01 Location, Hose Trough/Compartment - i) above ladders RS Trough, Material - Alum - Painted Trough, Latch Type - clamps	1
299	0795680		Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum Tubing, LED Backlit Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
300	0625975		Handrails, Beavertail, Hansen Tubing, Knurled Aluminum, LED Backlit Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
301	0775513		Handrails, Rear, (2), Above Hose Bed, Cross Tube Mounted, Knurled Alum LED Switch, Handrail Light Control - Park Brake Color, Light, Hansen Handrail - Red	1
302	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door Location, Bracket/comp. - RS, rear of axle Qty, - 1 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Southco C2 Chrome Flush Insert, Air Bottle Compt - Rubber Matting	1
303	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - LS Fwd and Triple - RS Fwd Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
304	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
305	0004230		Ladder, 14' Duo-Safety 775A Roof	1
306	0004300		Brackets, Adjustable, RS	1
307	0507711		Ladder, 10' Duo-Safety Folding 585A, w/Spcl Mtg Fill in Blank - in Hose bed backboard storage area	1
308	0725324		Compt w/Door, Backboard, In Hose Bed Location, driver's/passenger's/center - Right Side Door, Material & Finish, Storage - Aluminum Treadplate Latch, Door, Storage - "D" Handle Latch Qty, Backboard Troughs - 2 Hinge Location - Right Side Size, Backboard, Predefined - Configuration, BB/Stokes/LG - Vertical	1
309	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-8	1

Line	Option	Type	Option Description	Qty
310	0610634		Pike Pole, 6', Pumper, Provided by Fire Department, ULC	1
			Pike Pole Make/Model - Fire Hooks Unlimited New York Roof Hook, RH-6	
311	0748304	SP	Compt, (2) Pike & (1) Folding Ladder, Spcl Loc/Length, RS, Drop Door	1
			Fill in Blank - Hose bed, RS below shelf, side by side with backboard storage	
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Latch, Door, Storage - Southco C2 Chrome Raised	
312	0593072		Steps, Folding, Front of Body, One Each Side, w/LED, Trident	1
			Coating, Step - black	
313	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - black	
314	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	4
			Qty, Folding Step - 04	
			Location, Additional Step - 2 on DS front bulkhead, and 2 on PS rear bulkhead	
			Coating, Step - black	
315	0005497		Pump House, Side Control, 48"	1
316	0035501		Pump House Structure, Std Height	1
317	0014456		Pump, Hale, QMAX-200, 2000 GPM, Single Stage	1
318	0014482		Seal, Mechanical, Hale	1
319	0014477		Trans, Pump, Hale, Gear	1
320	0635600		Pumping Mode, Stationary Only	1
321	0604324		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	1
322	0003148		Transmission Lock-up, EVS	1
323	0004547		Auxiliary Cooling System	1
324	0014486		Not Required, Transfer Valve, Single Stage Pump	1
325	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
326	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
327	0072153		Primer, Trident, Air Prime, Air Operated	1
328	0658552		Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump	1
			Location, Thermal Relief Discharge - Pump Operator's Panel	
329	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
330	0603129		Plumbing, Stainless Steel and Hose, Single Stage Pump	1
331	0089437		Plumbing Without Foam System	1
332	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
333	0014650		Pump Suction Tube(s), Short, All	1
334	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
335	0084610		Valves, Akron 8000 series- All	1
336	0004686		Valve, Inlet(s) Recess Behind Panel, Side Cntrl	2
			Qty, Inlets - 2	
337	0004700		Control, Inlet, at Valve	1
338	0004660		Inlet (1), Left Side, 2.50"	1
339	0004680		Inlet, Right Side, 2.50"	1
340	0034720		Anode, Zinc, Pair, Pump Inlets	1
341	0737987		Valve, Relief Intake, Front Inlet, TFT	1
			Pressure Setting - 125 psig	
342	0092569		No Rear Inlet (Large Dia) Requested	1
343	0064116		No Rear Inlet Actuation Required	1
344	0092696		Not Required, Cap, Rear Inlet	1
345	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
346	0092568		No Rear Auxiliary Inlet Requested	1
347	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
348	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
349	0004910		Outlet, Tank Fill, 2"	1
350	0070431		Control, Outlets, Pierce Handwheel, w/Indicator	8
			Location - ALL	
			Qty, Discharges - 08	
351	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	

Line	Option	Type	Option Description	Qty
352	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
353	0092570		Not Required, Outlets, Left Side Additional	1
354	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
355	0024945		Not Required, Outlet, Right Side	1
356	0085092		Not Required, Elbow, Right Side Outlets, 2.50"	1
357	0092571		Not Required, Outlets, Right Side Additional	1
358	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
359	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
360	0602443		Elbow and Cap, Large Dia Outlet, Provided by Fire Department, NFPA 2016	1
361	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - in center bumper tray	
362	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01 Location, Outlet - b) left side	
363	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
364	0074930		Outlet, Rear, 4", 4" Plumbing, 3.50" Waterous Valve, HW, Additional	1
			Location - RIght side - please match location of previous units.	
365	0009625		Elbow, Rear Outlets, 30 Degree, 4.00" FNST x 5.00" Storz, Additional	1
			Qty - 1	
366	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
367	0085076		Caps for 1.50" to 3.00" Discharge, Chain	1
368	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
369	0091106		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
370	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - Position as close to forward wall in dunnage area as possible (next to crosslays).	
371	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank -	
372	0029304		No Nozzle Req'd	1
373	0005070		Deluge Mount, NPT	1
374	0723726		Speedlay Module Not Required	1
375	0722432		Hose Restraint Not Required, No Speedlay Module	1
376	0723395		Speedlays, Not Required	1
377	0723394		Speedlays, Not Required	1
378	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
379	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
380	0590942		Hose Restraint, Crosslay/Deadlay, 1" Heavy Nylon Web, Strap Fasteners, Each Side	3
			Qty, - 03 Type of fastener - spring clip and hook Nylon Web Color - Black Restraint Location - Bottom (towards the ground)	
381	0029260		Not Required, Speedlays	1
382	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
383	0015215		Reel, Booster, Over Pump, Right Side, Steel	1
			Finish, Reel - Painted Gray	
384	0011060		Switch, Reel Rewind - One at Pump Panel	1
385	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
386	0005244		Capacity, Hose Reel 200' of 1"	1
387	0007428		Nozzle for Booster Reel Not Req'd	1
388	0032137		Foam Sys, External	1
389	0012126		Not Required, CAF Compressor	1
390	0552517		Not Required, Refill, Foam Tank	1
391	0741138	SP	Foam Outlet(s), 1.00", NST, Location, With 0.25" Flush	1
			Location - DS pump panel Qty, Foam Outlets - 01 Location 2 - foam tank drain	
392	0042573		Not Required, Foam System Demonstration	1

Line	Option	Type	Option Description	Qty
393	0005447		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "B"	
394	0091036		Drain, 1.00" Foam Tank #1	1
395	0091079		Not Required, Foam Tank #2	1
396	0091112		Not Required, Foam Tank #2 Drain	1
397	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 02	
398	0035570		Pump Panel Configuration, No Match Required	1
399	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
400	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
401	0005945		Light, Pump Compt	1
402	0586438		Gauges, Engine - Pump Panel, IAT Pressure Controller	1
403	0005601		Throttle, Engine, Incl'd w/Press Controller	1
404	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
405	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
406	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
407	0663913		Discharge Bezels, Color Coded	10
			Qty, Gauges/Disc. - 10	
			Color, Discharge Tag - DS/PS Crosslays 2.5" Green, forward 1 3/4" Yellow, rearward 1 3/4" Red, DS forward 2.5" discharge Purple, DS rear 2.5" discharge blue, Front bumper 2.5" discharge Orange, Rear LDH Black, & PS LDH Brown.	
408	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
409	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
410	0604127		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/(1) Mini Slave	1
411	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - one per side rear of CC doors	
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
412	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
413	0654528		Light Shield/Step 8", On Scene Night Axe, P25 LED Stp Lt, Prk Brake Act	1
414	0654525		Light Shield/Step 8", PS, On Scene Night Axe 700**, P25 LED Stp Lt, Prk Brk Act	1
415	0757092		Control, Air Horn, Multi Select	1
416	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon covered cable	
417	0757084		Control, Air Horn, Horn Ring	1
418	0076156		Control, Elec Siren, Head Only	1
419	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
420	0678617		Location, Speaker, Frt Bumper, Recessed, Right and Left Side Corners	1
421	0748305		Control, Mech Siren, Multi Select	1
422	0602935		Lightbar, Wln, Freedom IV-Q, 72", RRRRRRW__WRRRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
423	0641779		Bracket, Lightbar, Forward Offset, FR Raised Roof Cab	1
424	0895940		Lights, Side Zone Lower, Wln, Separated into Front, Middle, Rear	1
425	0887639		Lights, Side Zone Lower Front, Wln M6V2**	1
			Location, Lights Front Side - Each Side Bumper, Corner	
			Color, Lens, LED's - Clear	
			Control, Scene Lts - Directional Light - Respective & E-Mstr	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Left Red	
			Color, Lt Side Front, PS - Right Red	
426	0895781		Lights, Side Zone Lower Middle, Wln M6*	1
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels - Centered	
			Color, Trim - Chrome Trim	
			Color, Lt Side Mid DS - Left Red	
			Color, Lt Side Mid PS - Right Red	
427	0895777		Lights, Side Zone Lower Rear, Wln M6**	1
			Color, Lens, LED's - Clear	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Chrome Trim	

Line	Option	Type	Option Description	Qty
427			Color, Lt Side Rear PS - Right Red Color, Lt Side Rear DS - Left Red	
428	0644686		Lights, Side Rf, Wln M4** LED, Paint Brkt, Custom 6lts Location, Light Bar - b)over the crew cab doors Color, Lens, LED's - c)clear Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red	1
429	0653165		Lights, Side, Wln WION* LED, Recessed in Cab Steps, 4lts, AXT/DCF/Enf/Imp/Vel Color, Lights, Warning - gla) red Control, Light - b) side warning	1
430	0662391		Lights, Side, Wln WIONSMCD Split R/W LED, Chrome Flng,Mnt In Rub Rail 1st Location, Lights - TBD Qty, - 08 Control, Light - b) side warning Color, Lens, LED's - c)clear	8
431	0564654		Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
432	0733803	SP	Lights, Rear, Wln WIONSM** LED, Chrome Flange, Mounted In Rub Rail 2nd Location - evenly spaced in the rear rub rail Qty, - 04 Color, Lights, Warning - c) amber Control, Light - f) emerg master Color, Lens, LED's - c)clear	4
433	0750350		Lights, Rear, Wln M6# LED, Split Color, Clear Lens 1st Location - below hosebed Qty, - 02 Control, Light - f) emerg master Color, Lt Rear Splt - Red out Amber in Color, Trim - Chrome Trim	2
434	0540805		Lights, Rear, Wln M4*C LED, Clear Lens Location - one per side facing rearward on the out side edges of the upper cross tube Color, Light - ae) red Qty, - 02 Control, Light - a) rear upper warning	2
435	0647024		Light, Rear Zone Up, Wln Rota-Beam R316RF LED Beacon, Red LED, Red Lens	1
436	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
437	0056610		Mtg, Rear Warn Lts, Low Mount, S/S brkts Material, Bracket -	1
438	0766571	SP	Lights, Traffic Directing, Wln M4A*, LED 8 Lts TACTL5, Prk Brk Activation, Traffic Dir L - Aux Flash with Emergency Master Color, Lens, LED's - Clear	1
439	0529907		Location, Traf Dir Lt, Over Bed Between Body Side Shts, On Cross Tube	1
440	0530288		Location, Traf Dir Lt Controller, Overhead Recessed Console, above Eng Tnl DS	1
441	0779707		Receptacle Strip, 20A 120V 6-Place, Interior Body Qty, - 01 Location 1 - LS1, high on the rear wall AC Power Source - Shoreline	1
442	0519934		Not Required, Brand, Hydraulic Tool System	1
443	0649753		Not Required, PTO Driven Hydraulic Tool System	1
444	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
445	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
446	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
447	0027023		No Strainer Required	1
448	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
449	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
450	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
451	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1

Line	Option	Type	Option Description	Qty
452	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
453	0007230		Compartment, Painted, Spatter Gray	1
454	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - n) ruby red	
			Color, Reflect Band - C - y) ruby red	
455	0602763		Stripe, Chevron, Rear, Reflective, Non-NFPA 2016 Colors, Pumper	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - l) white	
456	0612479	SP	Reflective Stripe, Broken, Angled, w/Airbrush Effect (Cab)	1
457	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
458	0512024		Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1
			Color, Reflect Band - A - a) white	
			Size, Chevron Striping - 06	
			Color, Reflect Chev - A - c) ruby red	
459	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
460	0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
461	0027285		Stripe, Gold Leaf, Side of Cab, Low and Over Fender	1
462	0027372		Lettering Specifications, (GOLD STAR Process)	1
463	0686434		Lettering, Gold Leaf, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
464	0017773		Stripe, Gold Leaf, Side of Body, Over Fender Only, Single Axle	1
465	0686221		Lettering, Gold Leaf, 7.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
466	0686285		Lettering, Gold Leaf, 3.00", (1-20)	1
			Outline, Lettering -	
467	0686041		Lettering, Reflective, 2.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
468	0686033		Lettering, Reflective, 4.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
469	0686081		Lettering, Reflective, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
470	0655896		Sign Kit, Painted, Holder and Insert, Each	2
			Location - Crew Doors, & rear lower bulkhead PS.	
			Qty, - 02	
			Size - 12" height X 12" wide	
471	0503179	SP	Emblems, Helmet, 24" Rear Roll-Up	1
472	0017273		Emblem, Maltese Cross, Gold Leaf, 12"-14", Pair	1
			Qty, - 01	
			Location, Emblem - Center of driver & officer door.	
473	0683627		Certification, Vehicle Stability, CD0156	1
			Admin:	
474	0584456		Manufacture Location, Appleton, Wisconsin	1
475	0584452		RFP Location: Appleton, Wisconsin	1
476	0588609		Vehicle Destination, US	1
477	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - 29429	
478	0588611		Vehicle Certification, Pumper	1
479	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
480	0733614		Consortium, NPPGov (LOC)	1
481	0537375		Unit of Measure, US Gallons	1
482	0030006		Bid Bond Not Requested	1
483	0540326		Performance Bond, Not Requested	1
484	0741569		Paint Process / Environmental Requirements, Appleton	1
485	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
486	0735523		Warranty, Engine, Paccar MX13, 5 Year	1
487	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
488	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1

Line	Option	Type	Option Description	Qty
489	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
490	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
491	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
492	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
493	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
494	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
495	0695416		Warranty, Pierce Camera System, WA0188	1
496	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
497	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
498	0685945		Warranty, Transmission Cooler, WA0216	1
499	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
500	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
501	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
502	0892410		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0388	1
503	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
504	0641372		Warranty, Foam System, Not Available	1
505	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
506	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
507	0735686		Certification, Engine Installation, Enf, Paccar MX13, 2021	1
508	0686786		Certification, Power Steering, CD0098	1
509	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
510	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
511	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
512	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
513	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
514	0799248		Appleton/Florida BTO	1
515	0000018		PUMPER, 2ND GEN	1
516	0735525		PACCAR MX13 ENGINE	1
517	0046396		EVS 4000 Series TRANSMISSION	1
518	0020012		HALE PUMP	1
519	0020009		POLY TANK	1
520	0028047		NO FOAM SYSTEM	1
521	0020006		SIDE CONTROL	1
522	0020007		AKRON VALVES	1
523	0020014		FRONT SUCTION	1
524	0020015		ABS SYSTEM	1
525	0658751		PUMPER BASE	1

EXHIBIT B

WARRANTY

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**Covers any failures of the engine which result, under normal use and service, from a defect in material or factory workmanship.**
Warranty Begins:	**The date of the original buyer invoice.**
Warranty Period Ends After:	**Five (5) years or 100,000 miles, whichever occurs first**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**See warranty for exclusions.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

PACCAR ENGINE LIMITED WARRANTY

PACCAR MX Warranty

United States

THIS LIMITED WARRANTY ("LIMITED WARRANTY") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF PIERCE MANUFACTURING INC.'S END USER CUSTOMER THAT FIRST PUTS THE PACCAR ENGINE INTO SERVICE ("YOU" or "FIRST PURCHASER"), PACCAR INC ("PACCAR"), AND THE SERVICING PACCAR ENGINE DISTRIBUTORS ("AUTHORIZED DISTRIBUTORS"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

PACCAR warrants directly to You that the PACCAR MX engine and related kitted parts (collectively, the "Engine") will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time, mileage or hour limitations set forth in the attached Warranty Schedule. **This Engine warranty extends only to You, and not any subsequent owner or user of the Engine.** The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the Emissions components is outlined in the Emissions Warranty section of the PACCAR MX Operator's Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND ITS SUBSIDIARIES AND AFFILIATES ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF WARRANTABLE FAILURES AT AUTHORIZED DISTRIBUTORS IN THE UNITED STATES AND CANADA AND IS SUBJECT TO PACCAR'S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser. **The accrued time, mileage, or hours is calculated when this Engine is brought into an Authorized Distributor for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)

This Limited Warranty is the sole warranty made by PACCAR and its Authorized Distributors to You relating to the Engine. Except for the above limited express warranty, PACCAR and its Authorized Distributors make no other warranties to You, express or implied. PACCAR AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PACCAR AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS' FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to parts or accessories supplied by the vehicle manufacturer or third parties.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part that is a maintenance or repair item. However, in its sole discretion, PACCAR may pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance or repair items if the need for replacing such items is due to a Warrantable Failure of the Engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, You must notify an Authorized Distributor of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Distributor. You are responsible for delivery of the Engine to the Authorized Distributor. Locations in the United States and Canada of Authorized Distributors may be found at WWW.PACCARPOWERTRAIN.COM.

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine. Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine. **PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.**

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR is not responsible for towing expenses to transport the vehicle to the nearest Authorized Distributor. In lieu of the towing expense and at the sole discretion of PACCAR,

PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption will be handled within the basic Engine coverage as stated in the attached Engine Schedule. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, You must submit adequate documentation to show that consumption exceeds PACCAR published standards

PACCAR reserves the right to inspect and download data from the Engine Electronic Control Module for purpose of failure analysis unless prohibited by applicable law.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

IT IS AGREED THAT YOU HAVE 12 MONTHS FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PACCAR ENGINE LIMITED WARRANTY SCHEDULE

PACCAR MX Warranty

United States

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY. This Engine Warranty Schedule does not apply to the vehicle which is warranted separately. Pursuant to the terms of the attached Limited Warranty, PACCAR Inc ("PACCAR") will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Distributor within 30 days of discovery.

PACCAR MX Engine

Basic Engine -Twenty-four (24) months or 250,000 miles (or 400,000 km) or 6,250 hours - (all applications except fire apparatus)

Fire Apparatus Truck Applications Basic Engine - Sixty (60) months or 100,000 miles (or 160,000 km) or 6,250 hours

Major Engine Components - Sixty (60) months or 500,000 miles or 12,500 hours

Cylinder Block Casting	Crankshaft	Lube Pump Gear	Flywheel Housing
Main Bearing Bolts	Camshaft	Crankshaft Gear	Water Pump Housing
Cylinder Head Casting	Cam Follower Assemblies	Camshaft Gear	Thermostat Housing
Cylinder Head Capscrews	Connecting Rod Assemblies	Camshaft Idler Gear	

R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of $85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

_____
Authorized Signature

_____
Title

PIERCE MANUFACTURING INC.

_____
Authorized Signature

_____
Title

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®



WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 Vehicles

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus*
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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PIERCE MANUFACTURING INC.

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is $60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.

Warranty Statement

Effective May 30, 2020

Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser1 that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions.**

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

[1] The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned
Products for Warranty replacements

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607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

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Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
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Warranty Statement

Effective May 30, 2020

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.
			Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.
			Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.
			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re- installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

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Warranty Statement

Effective May 30, 2020

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated non-painted or powder coated panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.
			Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

IDEX
Trusted Solutions, Improving Lives™

Warranty Statement

Effective May 30, 2020

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy ~~Modules~~ Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles-Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.

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Warranty Statement

Effective May 30, 2020

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
	Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Electronics	4 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

* * For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.

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Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

    a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

SCHEDULE OF PROPERTY NO. 7

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*).

2. *Equipment*. For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	BASE LOCATION
3	Pierce Custom Pumper on Enforcer Chassis	To be provided with Final Acceptance Certificate	2 Park Plaza Alpharetta, GA 30009

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the *"Commencement Date"*).

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution adopted by Lessee on October 17, 2022; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is $2,353,251.00. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than April 26, 2025.

7. *Lease Term.* The Lease Term shall consist of the Original Term and twelve (12) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2034, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is October 26, 2022.

9. *Contract Rate; Taxable Rate*. The Contract Rate for this Schedule is 3.2996% per annum. The Taxable Rate for this Schedule is 4.2114% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	*Registered Owner:*	City of Alpharetta
(b)	*Lienholder:*	Banc of America Public Capital Corp Bank of America Plaza 600 Peachtree Street, NE, 11th Floor Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of Page Intentionally Left Blank; Signature Page follows]

Dated: October 26, 2022

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:
City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Budget and Procurement Office

By:_____
Name:
Title:

By: _____
Name: Jim Gilvin
Title: Mayor

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Approved as to content:

_____
Thomas G. Harris, Finance Director

Approved as to form and legal sufficiency:
Jarrard & Davis, LLP

_____
Molly N. Esswein, City Attorne

Signature page to Schedule of Property No. 7

EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest	Principal	Outstanding Balance	Prepayment Price
10/26/2022	$ -	$ -	$ -	$ 2,353,251.00	$ 2,353,251.00
11/1/2023	$ 119,345.14	$ 78,726.47	$ 40,618.67	$ 2,312,632.33	$ 2,312,632.33
11/1/2024	$ 119,345.14	$ 76,307.77	$ 43,037.37	$ 2,269,594.96	$ 2,269,594.96
11/1/2025	$ 173,537.54	$ 74,887.70	$ 98,649.84	$ 2,170,945.12	$ 2,170,945.12
11/1/2026	$ 282,732.11	$ 71,632.65	$ 211,099.46	$ 1,959,845.66	$ 1,959,845.66
11/1/2027	$ 282,732.11	$ 64,667.20	$ 218,064.91	$ 1,741,780.74	$ 1,741,780.74
11/1/2028	$ 282,732.11	$ 57,471.91	$ 225,260.20	$ 1,516,520.54	$ 1,516,520.54
11/1/2029	$ 282,732.11	$ 50,039.21	$ 232,692.90	$ 1,283,827.64	$ 1,283,827.64
11/1/2030	$ 282,732.11	$ 42,361.26	$ 240,370.85	$ 1,043,456.79	$ 1,043,456.79
11/1/2031	$ 282,732.11	$ 34,429.97	$ 248,302.14	$ 795,154.65	$ 795,154.65
11/1/2032	$ 282,732.11	$ 26,236.97	$ 256,495.14	$ 538,659.52	$ 538,659.52
11/1/2033	$ 282,732.11	$ 17,773.64	$ 264,958.47	$ 273,701.05	$ 273,701.05
11/1/2034	$ 282,732.11	$ 9,031.06	$ 273,701.05	$ 0.00	$ 0.00
Total	$2,956,816.81	$ 603,565.81	$ 2,353,251.00		

*Lease may be prepaid without penalty on any Rental Payment Date, commencing October 26, 2022.

STATE OF GEORGIA LEASE RIDER
TO

SCHEDULE OF PROPERTY NO. 7 DATED OCTOBER 26, 2022,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY 18, 2016

LESSEE:	LESSOR:
City of Alpharetta, Georgia 2 Park Plaza, 2nd Floor City of Alpharetta, Georgia 30009	Banc of America Public Capital Corp 555 California Street, 4th Floor San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, *"Lease"* shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the *"Master Lease"*).

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

> *Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee.* During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however,* that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however,* that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title and Lessee's beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor's or Lessee's creditors and other persons, and keep all Equipment under each Lease free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon

termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions. (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a "security interest" granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a "secured party" under a Lease are hereby amended, and shall be construed, to mean Lessor's title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. Certificate of Compliance with Georgia Law. Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. Original Master Lease Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this 26th day of October, 2022.

LESSOR:	LESSEE:
BANC OF AMERICA PUBLIC CAPITAL CORP	CITY OF ALPHARETTA, GEORGIA
By:_____	By:_____
Name: _____	Name: Jim Gilvin
Title: Authorized Agent	Title: Mayor

Approved as to content:

_____
Thomas G. Harris, Finance Director

Approved as to form and legal sufficiency:
Jarrard & Davis, LLP

_____
Molly N. Esswein, City Attorney

ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER

CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO

THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this 26th day of October, 2022.

LESSEE: City of Alpharetta, Georgia

By:_____
Name: Jim Gilvin
Title: Mayor

Approved as to content:

_____
Thomas G. Harris, Finance Director

Approved as to form and legal sufficiency:
Jarrard & Davis, LLP

_____
Molly N. Esswein, City Attorney

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each between Lessee and Banc of America Public Capital Corp ("Lessor"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
JIM GILVIN	MAYOR	_____
CHRIS LAGERBLOOM	CITY ADMINISTRATOR	_____
THOMAS G. HARRIS	FINANCE DIRECTOR	_____

Dated: October 26, 2022

By:_____
Name: Lauren Shapiro
Title: Clerk, City of Alpharetta, Georgia

Approved as to content:

_____
Thomas G. Harris, Finance Director

Approved as to form and legal sufficiency:
Jarrard & Davis, LLP

_____
Molly N. Esswein, City Attorney

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of February 18, 2016, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (*"Lessor"*), and the City of Alpharetta, a body politic and corporate created and existing under the laws of the State of Georgia (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease, purchase and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

"Acquisition Period" means, with respect to each Lease for which an Escrow Fund is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Fund.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Equipment" means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Fund is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Fund is established and administered.

"Escrow Agent" means, with respect to each Lease for which an Escrow Fund is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"Escrow Fund" means, with respect to any Lease, the fund established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under

such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"Lease" means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule.

"Lease Proceeds" means, with respect to each Lease for which an Escrow Fund is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments and other amounts due thereunder) and any related Escrow Fund pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Material Adverse Change" means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external debt rating from the date of this Agreement of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"Original Term" means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Payment Schedule" means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"Prepayment Price" means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in Section 10.01 hereof.

"Renewal Terms" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after

the end of the Original Term and each having a duration of one year and a term coextensive with each successive Lessee's fiscal year; *provided* that the final such renewal term shall commence on the first day of the last fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"Rental Payments" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"Schedule" means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

"State" means the State of Georgia.

"Taxable Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Vendor" means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all

requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than 30 days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any

person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and the Escrow Fund and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor leases, sells and transfers to Lessee, and Lessee acquires, purchases and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to

obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment at the location(s) to be specified by Lessor; *provided,* that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) If an Escrow Fund is to be established with respect to such Lease, an Escrow Agreement substantially in the form set forth in *Exhibit I* hereto, executed by Lessee and the Escrow Agent;

(iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-1*;

(iv) A copy, certified as full, true and correct by the Clerk or Secretary or other comparable officer of Lessee, of a resolution, ordinance or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement and each Lease and related Escrow Agreement entered into pursuant hereto and performance by Lessee of its obligations under each Lease and related Escrow Agreement entered into pursuant hereto;

(v) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D*, respecting this Agreement and each Lease and Escrow Agreement entered into pursuant hereto;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) If Lessee has designated the Lease then being entered into as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G/GC with respect to the Lease then being entered into, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xi) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lessor's interest thereon;

(xii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xiii) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the dated date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect shall be threatened and (iv) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior

expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(x) hereof), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Fund is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent as provided in the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within 10 days of its due date, Lessee shall pay an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in

this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment, disputes with the Vendor of any Equipment or Lessor, any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Fund under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Fund under any Escrow Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Fund, any funds not applied to Equipment Costs and remaining in such Escrow Fund on the earlier of (a) the expiration of the applicable Acquisition Period and (b) the date on which Lessee delivers to the Escrow Agent the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Fund shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the unpaid principal balance of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however,* that if an Escrow Fund has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall deliver Disbursement Requests to the Escrow Agent pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Fund to pay (or reimburse) Equipment Costs for the Equipment acquired and pursuant to such Lease.

(b) Lessee shall deliver to Lessor, or to an Escrow Agent if an Escrow Fund has been established with respect to the related Lease, original invoices (and proof of payment of such

invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Escrow Fund, Lessor shall, upon receipt of the Final Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it will maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing under a Lease in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Fund and (c) any and all proceeds of any of the foregoing. Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment subject to such Lease, any related Escrow Fund and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided,* that if Lessor is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor in its discretion from any party

taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying such Prepayment Price shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay all, but not less than all, its obligations under a Lease, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the applicable Schedule (the *"Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in the related Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid balance as set forth in such Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or 60 days after the casualty event) upon payment in full to Lessor of the sum of (i) any Rental Payment then due under such Lease *plus* (ii) the then applicable Outstanding Balance *plus* (iii) all other amounts then owing hereunder or, in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (x) the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (y) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (z) all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After payment of the applicable Prepayment Price and all other amounts owing under a Lease, Lessor's security interests in and to the Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease and its security interest in the Equipment subject to the related Lease and in any related Escrow Fund, and all proceeds therefrom, may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or subassignees without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a *"qualified institutional buyer"* as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an *"accredited investor"* as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing a Lease (or any interest therein) for its own account with no present intention to resell or distribute such Lease (or interest therein), subject to each investor's right at any time to dispose of the related Lease or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under a Lease or the creation of any interest in a Lease in an aggregate principal component that is less than the lesser of $100,000 or the then aggregate unpaid principal component of such Lease and (iii) shall not require Lessee to make Rental Payments, send notices or otherwise deal with respect to matters arising under a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the *"Lease Servicer"*) to act on their behalf with respect to the rights and interests of Lessor under the related Lease and Escrow Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee

shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or a Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the Escrow Fund, or all rights in, to and under the Escrow Agreement. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Fund relating thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified therein or (ii) maintain insurance as required under such Lease (including Section 7.02 incorporated therein);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or such Lease on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if

such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of $100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to such Lease and apply any proceeds in the Escrow Fund thereunder to the Rental Payments due under such Lease; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or the Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to such Lease or with respect to the related Escrow Fund.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: _____
Name: Terri Preston
Title: Authorized Agent

LESSEE:
City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____
Name: David Belle Isle
Title: Mayor

Approved As To Form:
City Attorney

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate
Exhibit C-2	—	Form of Authorizing Resolution
Exhibit D	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Form of Escrow and Account Control Agreement

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the *"Commencement Date"*).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution approved on _____, 20__; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Schedule is $_____, which $_____ is for deposit into the Escrow Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is $ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[8][9]. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _____.

[9][10]. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[10][11]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) *Registered Owner:* [_____]

(b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[OPTION: IF EQUIPMENT BEING FINANCED MAY CONSTITUTE FIXTURES:

[11][12]. Lessee hereby represents and warrants for the benefit of Lessor that Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

By:_____
Name: _____
Title: _____

LESSEE:
City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium]

EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each between Lessee and Banc of America Public Capital Corp ("Lessor"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: Clerk, City of Alpharetta, Georgia

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Alpharetta (the *"Lessee"*), a city and politic duly organized and existing under the laws of the State of GEORGIA, is authorized by the laws of the State of GEORGIA to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, purchase and financing of certain property consisting of _____ [insert general description, such as public works equipment, office equipment, public safety vehicles, communications] (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed $_____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [seven] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting _____ City Clerk of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of February, 2016.

APPROVED: CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA

_____

Name: _____

Title: _____

EXHIBIT D

FORM OF OPINION OF LESSEE'S COUNSEL
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta (*"Lessee"*), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the *"Agreement"*) and Exhibits thereto, between Banc of America Public Capital Corp, as lessor (*"Lessor"*), and Lessee; (b) an executed counterpart of Schedule of Property No. _____, dated February __, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the *"Original Schedule"*), has attached the Rental Payment Schedule with respect thereto (the *"Original Rental Payment Schedule"*) executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the *"Equipment"*); [(c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of February __, 2016 (the *"Escrow Agreement"*), among Lessor, Lessee and _____, as Escrow Agent;] (d) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule[, the Escrow Agreement] and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an *"Additional Schedule"*) and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the *"Lease."* Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an *"Additional Lease."*

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers:

(a) the power to tax, (b) the power of eminent domain, and (c) police power] [is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease, the Escrow Agreement and each Additional Lease and to perform its obligations under the Lease, the Escrow Agreement and each Additional Lease.

3. The Lease, the Escrow Agreement and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, each of the Lease and the Escrow Agreement constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease, the Escrow Agreement and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, the Escrow Agreement or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Agreement, the Lease or the Escrow Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February 18, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.

5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: February __, 2016

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By:_____
Name: _____
Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, 20__, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

In connection with the above-referenced Schedule of Property (the *"Schedule"*), the City of Alpharetta (the *"Lessee"*) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the *"Equipment"*). The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____ _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By:_____
Name: _____
Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of the City of Alpharetta, Georgia (the *"Lessee"*) certifies in connection with Schedule of Property No. _____, dated February __, 2016, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (such Schedule of Property and incorporated terms and provisions are herein referred to as the *"Lease"*), each between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the *"Code"*);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed $10,000,000; and

4. Not more than $10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By:_____
Name: _____
Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the *"Schedule"*), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the *"Agreement"*), each between Assignor and the City of Alpharetta, Georgia (*"Lessee"*), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____ (the *"Escrow Agreement"*), among Lessee, Assignor and Deutsche Bank Trust Company Americas, as Escrow Agent, together with the Escrow Fund related thereto (collectively, the *"Assigned Property"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), *"Lease"* means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term *"Lease"* specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rents Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	$_____

4. The Lease remains in full force and effect, has not been amended and no event of default (or event which with the passage of time or the giving of notice or both would constitute a default) or threatened non-appropriation has occurred thereunder.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF ALPHARETTA
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

JARRARD & DAVIS, LLP

KEN E. JARRARD*
ANGELA E. DAVIS
CHRISTOPHER J. HAMILTON
KENNETH P. ROBIN
PATRICK D. JAUGSTETTER
PAUL B. FRICKEY
JEFFREY M. STRICKLAND

OF COUNSEL
GREGORY N. MAYFIELD
MELISSA A. TRACY

Limited Liability Partnership
222 Webb Street
Cumming, Georgia 30040
TELEPHONE: 678.455.7150
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JSTRICKLAND@JARRARD-DAVIS.COM

*Also Admitted in Tennessee ! Also Admitted in Florida
+ Also Admitted in New York

G. AARON MEYER
MOLLY N. ESSWEIN
MELISSA A. KLATZKOW!
KAREN P. PACHUTA
PRIYA M. PATEL
G. SCOTT CLISE+
STEPHANIE D. BANKS
JENNIFER K. MCCALL

October 26, 2022

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

RE: Schedule of Property No. 7, dated October 26, 2022, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta, Georgia ("Lessee"), I have examined:

(a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18,2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee;

(b) an executed counterpart of Schedule of Property No. 7, dated October 26, 2022, between Bank of America, National Association, an affiliate of Lessor, and Lessee, which incorporates by reference the terms and provisions of the Agreement, has attached the Rental Payment Schedule with respect thereto (the "Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in Schedule of Property No. 7 (the "Equipment") (all collectively referred to as the "Schedule");

(c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Schedule, the Rental Payment Schedule and all additional documents to be entered into pursuant to the Agreement and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same form as the Schedule; and

(d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion.

The Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Rental Payment Schedule are herein collectively referred to as the "Lease."

Based on the foregoing, I am of the following opinion:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State of Georgia, has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power, is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of Lessee under the Lease constitutes an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its respective terms, except to the extent limited by state and federal law affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the ease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to the Lease are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Sincerely,

JARRARD & DAVIS, LLP

Jeffrey M. Strickland

cc: Jim Gilvin, Mayor
Tom Harris, Director of Finance
Shawn Mitchell, Budget and Procurement Manager

LEAGUE OF OREGON CITIES
Fire Apparatus Solicitation Synopsis
Solicitation No. 1905

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Apparatus using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1905) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

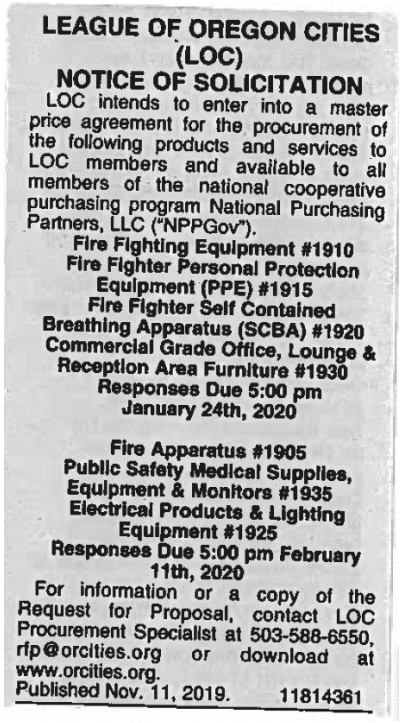
The RFP was published in USA Today on November 12th, 2019.

The RFP closed on February 11th, 2020.

The RFP was awarded on May 6th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Pierce Manufacturing
9. Spartan Fire
10. Sutphen Corporation
11. Watts Manufacturing

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Spartan Fire
9. Sutphen Corporation
10. Pierce Manufacturing

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10

Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Alexis Fire Equipment: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Brindlee Mountain: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

E-One Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ferrara Fire Apparatus: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Fouts Brothers: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

HME: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

ONE Boat Rescue: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Pierce Manufacturing: Proposer provided a fixed pricing structure for the base model vehicles listed in their proposal. See Price List attached in the resulting Master Price Agreement for details. In addition, Proposer has included a discount off currently published List Price for additional options, modifications and customization's to base model vehicles. See Price List attached in the resulting Master Price Agreement for details

Spartan Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Sutphen Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

One Boat Attn: Kevin Fielder 13481 US Highway 31 Athens, AL 35611		Lake Assault Boats Attn: Chad Dumars 1 Clough Ave. Superior, WI 54880		Pierce Manufacturing Attn: Kristina Spang 2600 American Drive Appleton, WI 54912
Rosenbauer America, LLC Attn: Donley Frederickson 100 Third Street Lyons, SD 57041		HME Ahrens-Fox Attn: Bill Doebler 1950 Byron Center Ave SW Wyoming, MI 49519		Toyne Attn: Bill Bird 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Attn: Zach Rudy 6450 Eiterman Road Dublin, OH 43016		E.J. Metals Attn: Kevin Quinn 1201 Maple Creek Lane New London, WI 54961		Ferrara Fire Apparatus Attn: Contracting Department 27855 James Chapel Rd. Holden, LA 70744
Brindlee Mountain Fire Apparatus Attn: Richard Glyn 15410 Highway 231, Union Grove, AL 35175		E-One Attn: Contracts Department 1601 SW 37th Ave. Ocala, FL 34474		Emergency Vehicle Specialist EVS Attn: Jimmie Smith 892 Kansas Street, Memphis, TN 38106
Fire & Safety Services, Ltd. Attn: Russell David 200 Ryan Street, South Plainfield, NJ 07080		Firematic Supply Company Inc. Attn: Mike Hanratty 374 Western Turnpike, Altamont, NY 12009		Spartan Fire and Emergency Apparatus Attn: Robby Fore 319 Southport Road Roebuck, SC 29376

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11, 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL — DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp** , being first duly swom, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Minority Business Diversity Organization | NMSDC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

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PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: **http://pioneerelectric.coop/resources/storm-restoration/**

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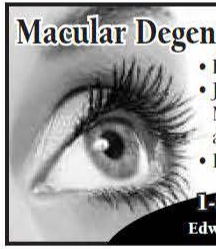
Macular Degeneration, Cataract, Glaucoma



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STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By: N/A.
Meeting Date: October 17, 2022

I. AGENDA ITEM TITLE: KIMBALL BRIDGE / WATERS ROAD PARK CONCEPTUAL SITE PLAN APPROVAL

Approval of the conceptual site plan for Kimball Bridge / Waters Road Park designed by Breedlove Land Planning.

II. RECOMMENDATION:

Approve, as presented, the conceptual site plan for Kimball Bridge / Waters Road Park based upon the original design by Pollack Associates.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Kimball Bridge / Waters Road 2022 Park Bond | 31861150 541500 / C2220	$1,100,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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.

The subject plan was presented to and discussed by City Council as a workshop item during the October 03, 2022 City Council Meeting.

V. ALTERNATIVES:

Deny or defer approval of the latest conceptual site plan and provide Staff with direction as to (1) changes that need to be incorporated into a plan in order for it to be consistent with City Council's vision of the property or (2) additional steps/actions that Staff should take in order to advance the project.

VI. ATTACHMENTS:

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



Conceptual site plan for

Kimball Bridge & Waters Road Park

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

SCALE: 1"=20'-0"

THE CITY OF ALPHARETTA GEORGIA

BREEDLOVE LAND PLANNING
Landscape Architects • Civil Engineers
www.landplanning.net

KIMBALL BRIDGE ROAD

KIMBALL BRIDGE ROAD (APPARENT VARIABLE R/W) (35 MPH POSTED SPEED LIMIT)

WATERS ROAD

EXISTING TREES

PERVIOUS PAVER PARKING LOT

ENTRY DRIVE

EXISTING CONCRETE WALK

HEAVY DUTY CONCRETE DRIVE

CONCRETE WALK

BENCH , TYP.

WOOD SHED

NATURAL RECREATION AREA

SLATESCAPE PEDESTRIAN WALKING TRAIL

FENCED PLAYGROUND AREA

RESTROOM

PAVILLION WITH TABLES

NATURAL RECREATION AREA

PARK ENTRANCE

PARK SWING

EVERGREEN SCREENING

25' RESERVATION R/W AREA PER PB. 304 PG. 29

APPROX. LOCATION OF 54" WATERLINE PER FULTON COUNTY GIS