CITY COUNCIL MEETING & PUBLIC HEARING
JANUARY 17, 2023

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. BOARD & COMMISSION APPOINTMENTS

A. Natural Resources Commission - Alternate Member

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 1/3/2023)
Approval of the City Council meeting minutes from January 3, 2023 meeting.

B. Alcoholic Beverage License Applications
Approval of the following alcoholic beverage license application:

1. PH-22-AB-37 La Abuela LLC
4055 Old Milton Parkway Units 9 & 10
Alpharetta, GA 30005

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: La Abuela LLC
Registered Agent: Catalina Adkinson

C. Financial Management Report (Month Ending November 30, 2022)
Approval of the Financial Management Report for the month ending November 30, 2022.

VI. PUBLIC HEARING

A. CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry
Consideration of a conditional use to allow a 'Car Wash' for Foamworks on a property previously developed and used for a car wash. The property is located at 11725 Cotton Creek Entry and is legally described as being located in Land Lot 44, 1st District, 1st Section, Fulton County, Georgia.

B. Ordinance: Failure to Appear
Second Reading
The first reading occurred during the January 3, 2023 City Council meeting and Public Hearing.
Consideration of an Ordinance to amend Article I of Chapter 30 of the Code of the City of Alpharetta, Georgia, to add a provision related to Section 30-8 (Currently Reserved); to provide an effective date; and for other purposes.

VII. NEW BUSINESS

A. Wills Park Maintenance Facility Construction - Change Order Approval
Consideration of Prime Contractors, Inc.'s proposal for Change Order #2 to Purchase Order 22000784 in an amount of $123,151.25 to continue construction of the Wills Park Maintenance Facility and authorize the Mayor to execute all necessary documents.

B. Resolution: 2022 Byrne Justice Assistance Grant (JAG) Submission
Adoption of a Resolution to authorize the Mayor and City Council to approve the submission of the 2022 Edward Byrne Justice Assistance Grant (JAG)

C. Interlocal Agreement: 2022 Byrne Justice Assistance Grant (JAG) Program Award
Consideration of an Interlocal Agreement between the City of Atlanta and the City of Alpharetta for the 2022 Byrne Justice Assistance Grant (JAG) Program Award.

D. Intergovernmental Agreement with the City of Johns Creek: Alpharetta Jail
Consideration of an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Johns Creek, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to Board and Provide for the Housing of Inmates at the Alpharetta Jail.

E. Resolution: 2023 Municipal General Election, Qualification Period, and Qualification Fees
A Resolution to establish a candidate qualification period; to fix candidate qualification fees; and for other purposes.

VIII. WORKSHOP ITEMS

A. Council Chambers Audio Visual Project
Update from representatives of One Diversified regarding ongoing project delays.

IX. PUBLIC COMMENT

X. REPORTS

XI. EXECUTIVE SESSION

XII. RATIFICATION OF CONSENT ORDER AND FINAL JUDGMENT

XIII. ADJOURNMENT

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 1/3/2023)
APPROVAL OF THE CITY COUNCIL MEETING MINUTES FROM JANUARY 3, 2023 MEETING.

II. RECOMMENDATION:

Approve the City Council Meeting minutes from the meeting of January 3, 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:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council Meeting and Public Hearing on January 3, 2023 at 6:30 p.m.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Minutes 1.3.2023

City Council Meeting & Public Hearing
JANUARY 3, 2023
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.
- Mayor Gilvin announced that the Alpha Loop Tunnel under Haynes Bridge Road workshop item has been removed from the agenda by city staff and will be discussed at a future meeting.

II. ROLL CALL

- **Council Members**
  - Mayor Jim Gilvin
  - Mayor Pro Tem Dan Merkel
  - Douglas J. DeRito
  - John Hipes
  - Jason Binder
- **Council Members Absent**
  - Donald F. Mitchell
  - Brian Will
- **Staff**
  - Chris Lagerbloom, City Administrator
  - Molly Esswein, City Attorney with Jarrard & Davis
  - James Drinkard, Asst. City Administrator
  - Lauren Shapiro, City Clerk
  - Brooke Lappin, Director of Municipal Court
  - John Robison, Director of Public Safety

- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Parks, Recreation, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Randy Bundy, Director of Information Technology
- Thomas Harris, Director of Finance
- Kelsie Mattox, City Solicitor
- Alex Callum, Executive Office Coordinator

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Fulton County Board of Education Member, Katie Reeves

- Mayor Gilvin and City Council presented Fulton County Board of Education Member, Katie Reeves, with a proclamation for her service to our community over the past 24 years, as she recently retired from the school board.

B. Honoring Investments in Recruiting and Employing American Military Veterans Gold Medallion Award

- Director of Human Resources, Cris Randall, came forward to present the HIRE Vets Gold Medallion Award to the Mayor and City Council.
- This award is the only federal award recognizing exceptional achievement in veteran employment.
- This is the second consecutive year that the City of Alpharetta has received this award. In 2021, 10.6% of the City's employees were veterans (44%), and we retained 100% of the ones hired the prior year (2020).

V. BOARDS AND COMMISSIONS

A. Planning Commission: Alternate Appointment by the Mayor and City Council

- Council Member DeRito offered a motion to appoint Katie Reeves as an alternate to the Planning Commission.
  - Council Member Binder seconded the motion.
  - The motion was approved unanimously (5-0).

B. Board of Zoning Appeals: Board Member Appointment by Mayor Pro Tem Merkel

- Mayor Pro Tem Merkel offered a motion to appoint Kirk Driskell to the Board of Zoning Appeals.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (5-0).

C. Natural Resources Commission: Board Member Appointment by Council Member Binder

- Council Member Binder announced the appointment of Lindsey Ann Burnett to the Natural Resources Commission.

D. Swearing-In of City Board and Commission Members

- Municipal Court Judge David C. Will lead the swearing-in ceremony for all Board and Commission members that were present during the meeting.

VI. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 12/12/2022)

Approval of the City Council meeting minutes from the December 12, 2022 meeting.

B. City Benefits Package: Increasing Costs towards Peach Officer Annuity Benefit Fund and Georgia Firefighter's Pension Fund

Approval of adding to the City's Benefits Package the coverage of costs for the supplemental retirement plans offered through the Peace Officers' Annuity and Benefit Fund (POAB) and the Georgia Firefighters' Pension Fund (GFPF).

C. Georgia Law Enforcement Certification Program Agency Application & Participation Agreement

Approval of the Georgia Law Enforcement Certification Program Agency Application & Participation Agreement and authorization of the Mayor to execute all necessary and related documents.

- Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (5-0).

VII. PUBLIC HEARING

A. Ordinance: Failure to Appear

Consideration of an Ordinance to amend Article I of Chapter 30 of the Code of the City of Alpharetta, Georgia, to add a provision related to Section 30-8 (Currently Reserved); to provide an effective date; and for other purposes.

- City Attorney, Molly Esswein, came forward to present this item.
- City Attorney, Molly Esswein, read the ordinance title aloud.
- If approved, this ordinance will create a violation for failure to appear and would authorize the Municipal Court to issue warrants for arrest of a person for failing to appear and to bring an additional charge and violation as a function for failing to appear at a designated court session.

- This is a newly proposed ordinance, and the subject is not currently addressed within the City's Code.
- The proposed Code amendment is attached hereto as "Exhibit A."

PUBLIC COMMENTS

- There were no public comments.

❖ Council Member Hipes offered a motion to approve an Ordinance to amend Article I of Chapter 30 of the Code of the City of Alpharetta, Georgia, to add a provision related to Section 30-8 (Currently Reserved); to provide an effective date; and for other purposes.

  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (5-0).

VIII. OLD BUSINESS

A. PH-22-15 Unified Development Code (UDC) Text Amendments – Tree Conservation, Landscape, and Buffer Requirements

Second Reading

First Reading occurred during the December 12, 2022 City Council Meeting & Public Hearing.

Consideration of text amendments to the Unified Development Code related to tree preservation in the Downtown Overlay. Regulations are proposed requiring that specimen trees and trees of quality be conserved if they are located within building setbacks along certain roads, including Academy Street, Canton Street, Church Street, Cumming Street, Marietta Street, Mayfield Road, Milton Avenue, and Roswell Street.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Since the first reading of this ordinance, the only change was to add a definition for the word "conserve."
- The proposed Unified Development Code amendment is attached hereto as "Exhibit B."
- City Attorney, Molly Esswein, read the ordinance title aloud.

PUBLIC COMMENTS

- Michael Buchannon (135 Pebble Trail, Alpharetta, GA 30009) came forward to speak on this item and to thank City Council and City staff for their work on preserving the trees in Alpharetta.

- Mayor Pro Tem Merkel offered a motion to approve PH-22-15 Unified Development Code (UDC) Text Amendments – Tree Conservation, Landscape, and Buffer Requirements.
    - Council Member Hipes seconded the motion.
    - The motion was approved unanimously (5-0).

IX. NEW BUSINESS

A. Contract Award: ITB # 23-004 Big Creek Greenway Boardwalk Replacement

Approval of award of ITB 23-004 to Excellere Construction, LLC for the replacement of the Big Creek Greenway Boardwalk near Mansell Road for an amount not to exceed $2,240,000.00 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Over the last fourteen years, the boardwalk from the sidewalk along the southern side of Mansell Road to the existing Big Creek Greenway has been problematic to maintain, and several sections have either failed or are failing. Due to safety concerns of the boardwalk, this section of the Greenway has been closed to users.
- In late 2021, the City hired Heath and Lineback Engineers to design a boardwalk system that will minimize maintenance for Recreation, Parks and Cultural Services, improve the usability of the Greenway in this area, and last longer than the wooden boardwalk.
- The scope of the work on the project is to remove all of the existing components of the timber boardwalk (piles and decks) and replace it with a new concrete-decked boardwalk. The boardwalk will remain elevated and, due to the existing height limitations of the Greenway under Mansell Road, the Boardwalk may still flood due to its proximity to Big Creek and due to 4' below the 100-year flood elevation. The project scope includes items such as demolition and removal of existing timber boardwalk, installation of helical piles with steel beams and concrete decking. Installation of helical piers will expedite construction of the boardwalk and minimize disturbance of the area.
- Project construction is anticipated to take 12 months after issuance of a notice to proceed; this includes the necessary time to fabricate and deliver the structural steel components of the boardwalk.
- Procurement for this project was initiated through Invitation to Bid (ITB 23-004), which was issued on October 20, 2022 (with a response deadline of November 17, 2022). A total of three proposals were received in response to this invitation.
- After evaluation and verifying the submitted bids, staff from the Public Works Department met with representatives of Excellere Construction, as the low bidder, on Wednesday, December 14, 2022. The project scope, schedule, and bid package as submitted by Excellere were discussed with the contractor during the meeting. Excellere is an experienced contractor that has successfully completed similar projects for agencies in Georgia and has completed numerous projects for the City over the last couple of years.

- Department of Public Works staff will oversee the boardwalk replacement project.

PUBLIC COMMENTS

- There were no public comments.

❖ Council Member DeRito offered a motion to approve the award of ITB 23-004 to Excellere Construction, LLC for the replacement of the Big Creek Greenway Boardwalk near Mansell Road for an amount not to exceed $2,240,000.00 and authorize the Mayor to execute all necessary documents.

  - Mayor Pro Merkel seconded the motion.
  - The motion was approved unanimously (5-0).

B. Intergovernmental Agreement: Alpharetta Jail

Approval of an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Milton, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to Board and Provide for the Housing of Inmates at the Alpharetta Jail.

- Director of Public Safety, John Robison, came forward to speak on behalf of this item.
- In early 2022, the City of Alpharetta entered into discussions with the Fulton County Sheriff on the topic of the reopening of the Alpharetta jail facility located on Old Milton Parkway. Discussions centered on the City making the jail available for use under the operation of the Sheriff, an arrangement that existed for many years until operation of the facility was abandoned during the COVID pandemic.
- The City of Alpharetta reopened the Alpharetta jail facility early in November 2022.
- If approved, the City will grant the City of Milton the right to use and occupy the Alpharetta Jail for the purposes of processing/booking, detaining, and housing/boarding City of Milton pre-trial detainees and inmates, and for other purposes.

PUBLIC COMMENTS

- There were no public comments.

❖ Council Member Hipes offered a motion to approve an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Milton, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to Board and Provide for the Housing of Inmates at the Alpharetta Jail.

  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (5-0).

X. WORKSHOP ITEMS

A. Alpha Loop Tunnel under Haynes Bridge Road

REMOVED: This item has been removed from the agenda by city staff and will be discussed at a future meeting.

Discussion of options in constructing a tunnel under Haynes Bridge Road for the Alpha Loop.

XI. PUBLIC COMMENT

- There were no public comments.

XII. REPORTS

- Council Member Hipes shared a big thank you to the Parks, Recreation, and Cultural Services Department and the Public Works Department for how beautiful the city looked during the Christmas season.
- Council Member DeRito shared a thank you to the Public Safety Department for all of their hard work in taking care of our city, residents, and visitors during an incredibly busy season over the past few weeks.

XIII. EXECUTIVE SESSION

- Mayor Pro Tem Merkel offered a motion to recess to Executive Session.
  - Council Member Hipes seconded the motion.
  - The motion was approved unanimously (5-0).
- Mayor Gilvin recessed the meeting at 7:31 p.m.
- Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (5-0).

XIV. ADJOURNMENT

- Council Member Hipes offered a motion to adjourn.
  - Council Member Binder seconded the motion.
  - The motion was approved unanimously (5-0).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:09 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

EXHIBIT A

Sec. 30-8. Failing to appear to answer summons; arrest.

(a) It shall be unlawful for any defendant lawfully summoned to answer charges in the municipal court to either fail, neglect, or refuse to appear at the time and place specified in the summons or fail to provide a satisfactory explanation for this absence;

(b) The trial may be continued to such time as the municipal court may direct, and the court shall issue an order requiring the police chief, or other members of the city police department, or its designee, to arrest the defendant and bring the defendant before the court to answer both the initial charges and the charge for failing to appear at trial;

(c) The defendant shall remain in custody until brought before the court, unless the defendant posts bond for appearance, as provided by law.

EXHIBIT B

SECTION 3.2 TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS[1]

3.2.1 General.

In order to maintain and promote the public health, safety and welfare, the City has established regulations governing the conservation, planting, and replacement of trees. The importance of trees is recognized for their contribution toward quality of life, visual quality of the city, and improved property values. It is the City's intent to prevent the indiscriminate removal of trees without denying the reasonable use and enjoyment of real property. It is also the intent of these regulations that all applicable sites within the City maintain or obtain minimum tree density, as defined herein. Consistent with the expressed purpose of these regulations, all persons shall make reasonable efforts to protect and retain certain existing, self-supporting trees as defined herein. Each person shall be responsible for the normal care of trees located on its premises.

A. Willful injury or disfigurement of any tree growing within the City shall be a violation of this Ordinance.

B. No person shall:

1. Attach any sign, notice or other object to any tree or fasten wires, cables, nails or screws to any tree in a manner that could prove harmful to the tree.
2. Pour any material on any tree or on nearby ground which could be harmful to the tree.
3. Cause or encourage any unnecessary fire or burning near or around any tree.
4. Construct a concrete, asphalt, brick or gravel sidewalk, significantly compact the soil, place fill material, or create other impervious or semi-impervious surfaces around any tree so as to cut off air, light or water from the roots of the tree so as to adversely impact the tree's root system.
5. Pile building material or equipment around any tree so as to cause injury thereto.
6. Deny routine maintenance, watering and reasonable arboricultural care to existing and newly established trees as may be required as a result of activities taking place under this Section.
7. Remove any tree without Permit.
8. Remove or prune a tree on commercial property during non-development activity unless they follow ISA industry standard protocols for pruning or have written approval from the Director.
9. Park any vehicle on the unpaved area underneath existing tree canopies.

(Ord. No. 739 , 5-1-2017)

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.

[1]Editor's note(s)—Ord. No. 739 , adopted May 1, 2017, amended Section 3.2 in its entirety to read as herein set out. Former Section 3.2, Subsections 3.2.1—3.2.19, pertained to tree protection, and derived from the original codification.

Buffer. An area required to remain undisturbed or replanted where existing vegetation is sparse, as determined by the director.

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.

Conserve. Protect from harm or destruction; preserve; save.

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.

Development Activity. Any alteration of the natural environment, which requires the approval of a development or site plan and issuance of a Land Disturbance Permit. Development Activity shall also include the "thinning" or removal of trees from land in conjunction with a forest management program, the removal or destruction of trees incidental to the development of land or to the marketing of land for development, the removal or destruction of trees in conjunction with any grading activity, including the removal or filling (stockpiling) of soil, and logging or the removal of trees not in conjunction with an ongoing forest management program. Nothing in this definition shall be deemed to require or authorize the issuance of a permit for any activity described herein.

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 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at its most narrow point beneath the split.

Director. The Director of Community Development or designee shall administer and enforce the provisions of this Ordinance; provided, however, that a designee shall have no authority to revoke permits.

Georgia 400 Tree Protection Zone. All property within a horizontal distance of 120 feet of the right-of-way of Georgia 400. At major intersections on Georgia 400 having exit and/or entrance ramps the protection zone shall be reduced to 60 feet. The reduction shall apply for the length of each such ramp. The Georgia 400 Tree Protection Zone is a Buffer.

Grading Activity. Altering ground surfaces to specified elevations, dimensions and/or slopes; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

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.

Land Disturbance Permit. A permit issued by the City that authorizes Development Activity and includes, but is not limited to, Soil Erosion Protection, clearing and grubbing, land disturbance and building construction.

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

Landscape Tree. A tree or trees that were planted or retained on a developed or previously developed site.

Lot Building Area. The area of a lot encompassed by front sides and rear yard setbacks or building line as required by City Ordinance and Subdivision Regulations.

Mass Grading. The grading within existing or across proposed property lines including the removal of trees and disturbance of soils in order to prepare a site for construction where buildings are not approved.

Mulch. An organic material spread around the base of a plant or on a plant bed to enrich and insulate the soil. Types of mulch include Pine Straw, Shredded Hardwood, Wood Chips, and Bark Chips. Mulch should be free of disease and pests. Synthetic or artificial mulches are not acceptable for use in the City of Alpharetta.

Non-Development Activity. Any alteration of the natural environment which does not require development or site plan approval, but which would include the proposed removal or destruction of any tree(s). Any removal of trees that constitutes Development Activity as that term is herein defined shall not constitute non-development activity.

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.

Permit (Tree Removal Permit). An official Permit for tree removal issued by the City of Alpharetta.

Pervious Surface. All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by man-made materials or structures such as buildings or paving.

Pine Tree. An evergreen coniferous tree that has clusters of needle-shaped leaves.

Plantable Area. The pervious surface area available for the preservation or planting of trees. Plantable Area shall not include that portion of the lot that is covered by buildings and structures permitted pursuant to the maximum lot coverage standards of this Ordinance.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

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.

Recompense. Replacement of trees or payment into the City held tree fund for the removal of Specimen Trees.

Replacement Planting. The planting of trees on a site that before development had more trees, and after development shall have less trees per acre.

Responsible Party. Any individual, firm, principal, or other entity who is a signatory to a Tree Removal Permit Application or Land Disturbance Permit for Development Activity or any person or company caught in the act of tree removal without a City-issued permit, or who violates any other provision of this Ordinance.

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.

Semi-Pervious. Hardscape, aggregate or porous paver that allows at least fifty percent (50%) of surface water to pass through the manmade material and into the underlying soil.

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), or 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.

Timber Harvest. Harvesting of timber from sites as a timber management activity as part of a demonstrated ongoing agricultural land use.

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 Density. A measurement of trees on a property, expressed as inches per acre. For existing trees density is calculated based on DBH. For proposed trees tree density is calculated based on the caliper.

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 Removal or Removal of Trees. Removal of trees through an act of cutting down a tree or any act which causes a tree to die within 2 years after commission of the act or impedes the ability of the tree to sustain itself, including but not limited to damage inflicted upon the root system, trunk, or canopy as a result of:

1. The improper use of machinery on the trees;
2. The storage of materials in or around the trees;
3. Soil compaction;
4. Altering the natural grade to expose the roots or to cover the tree's root system with more than 4 inches of soil;
5. Causing the infection or infestation of the tree by pests, fungus or harmful bacteria;
6. Pruning judged to be excessive by the Director or not in accordance with the standard set forth by the International Society of Arboriculture (ISA);
7. Paving with concrete, asphalt or other impervious surface within such proximity as to be harmful to the tree or its root system; and
8. Application of herbicides or defoliants to any tree without first obtaining a permit.

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 an 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 pervious 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.

Zoning Districts. Those areas as defined in the Zoning Ordinance and shown on the Zoning Map.

(Ord. No. 739 , 5-1-2017; Ord. No. 749 , § 4, 9-18-2017; Ord. No. 769 , § 1, 11-12-2018)

3.2.3 Exemptions.

A. The following shall be exempt from the provisions of this section:

1. The removal of trees with a Permit.
2. The removal of trees from horticultural properties such as farms, nurseries or orchards. This exception shall not be interpreted to include timber harvesting incidental to development of the land;
3. The necessary removal of trees by a utility company within dedicated utility easements;
4. The removal of trees on public rights-of-way conducted by, on behalf of, or any activity pursuant to work to be dedicated to, a federal, state, county, municipal or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-way;

5. The removal of trees from lakes and detention ponds, and drainage easements, unless specifically planted to be part of the stormwater system; or

6. The removal of any tree which is dead or has become or threatens to become a danger to human life or property;

B. Notwithstanding the foregoing, all reasonable efforts shall be made to save specimen trees and trees of quality, and tree groupings.

C. Nothing in this section shall be deemed to authorize, directly or indirectly, the removal of a tree from the Georgia 400 Tree Protection Zone or any buffer.

(Ord. No. 739 , 5-1-2017)

3.2.4 Permit required for non-development activity (activity which does not require a building permit, etc.).

A. Except for routine or seasonal pruning or transplanting of trees, and except as exempted, no person shall engage in any Non-Development Activity as defined without first obtaining a permit. The request for a permit shall be submitted to the Director in the form of a tree removal permit application through the City process and shall include:

1. The reason for the proposed work

2. Either a site sketch or photograph of the tree(s) proposed to be removed, identifying such tree(s) by size and species.

3. Specimen Trees shall only be approved for removal if they are in declining health or as approved by the Director. If a request includes a Specimen Tree, the applicant shall provide a risk assessment or similar report, following currently accepted industry standards and protocols, prepared by a qualified professional outlining the condition of the trees and associated risks.

If the request for a permit is complete, complies with the Ordinance, and requests tree removal for one of the purposes identified in Paragraph B below, the Director shall issue a permit no later than ten (10) working days from receipt and shall inform applicant if replanting will be required. If the request is incomplete or denied, the Director shall notify applicant in writing regarding the specific reason for denial.

B. The Director shall issue a permit for the following:

1. The removal of dead, substantially injured, damaged or diseased trees;

2. The removal of any non-specimen tree, provided the tree is not a required landscape strip tree, buffer tree, or other code required trees and that the applicable minimum tree density requirement is maintained.

3. The removal of any specimen tree, landscape strip tree, buffer tree or other code required tree with a replanting agreement approved by the director.

(Ord. No. 739 , 5-1-2017)

3.2.5 Land disturbance permit for development activity.

A. No person shall engage in a Development Activity and no Land Disturbance Permit shall be issued without first obtaining an approved site plan stamped and signed by the Director.

1. Trees and/or soils shall not be disturbed or removed in order to pad grade or mass-grade a site unless building construction is imminent. In order to be imminent, proposed buildings shall require approval.

B. Except as provided in Section 3.2.4 and Paragraph (c) of this subsection, no tree removal shall be approved for any site not under active development. For the purposes of this Ordinance, a site is not under active development unless there exists an approved development plan delineating the improvements to be constructed on the site consistent with the use for which the site is zoned, and there is a reasonable certainty that construction is imminent.

C. A Land Disturbance Permit may be issued for Grading Activity on a site not under active development provided that:

1. The sole purpose of the Grading Activity is for the storage, removal or altering of soil for fill balancing on another site under active development;

2. The site not under active development must be under common ownership or common development control with the site that is under active development;

3. The site not under active development must be contiguous to, or located within one (1) mile of, the site under active development. For the purposes of this Section, the measurement of distances shall be from property line to property line along the most direct route of travel on a public road;

4. The proposed Grading Activity shall not result in the damage or removal of more than ten percent (10%) of the total tree density (inches per acre) on the site not under active development;

5. The proposed Grading Activity shall not decrease the tree density below the minimum inches per acre required for the site. For the purposes of this Section, trees in Buffers that will be required shall be excluded from minimum density calculations;

6. The area to be disturbed within the site shall be the area that will have the least adverse impact on existing trees, Specimen Trees, Trees of Quality, and Groupings of Trees as determined by the Director. In addition, the area must be visually screened from public or private roads and drives, developed residential and commercial properties, by a one hundred foot (100') buffer or a buffer of sufficient depth to provide reasonable visual screening. In order to provide reasonable visual screening, it may be necessary to locate access roads to the impacted area in a winding manner to prevent a straight line of site to the impacted area; and

7. The disturbed area within the site shall be replanted with trees to a tree density of 130 inches per acre no later than eighteen (18) months from the issuance of the Land Disturbance Permit authorizing the Grading Activities. A tree replacement plan and a bond shall be submitted and approved by the Director prior to the issuance of the permit authorizing the Grading Activities. The completion bond shall be held until the planting is complete and at that time transfer to an eighteen (18) month maintenance bond to ensure survival of the replacement trees. The applicant shall be responsible for the irrigation (watering) of trees during the period of the bonds. The replanting requirements of this Section shall not apply, and the initial bond shall be released, if, on or before fifteen (15) months from the issuance of the permit authorizing the Grading Activity, the site becomes under active development pursuant to the issuance of a Land Disturbance Permit and the approval of development plans in compliance with the provisions of this Ordinance.

D. Nothing in this Section shall be deemed to authorize any Grading Activity or similar activity not otherwise in compliance with the Land Subdivision Regulations of the City of Alpharetta, including, the Soil and Sedimentation Control Ordinance. Further, nothing in this Section shall be deemed to eliminate the requirement that all reasonable efforts must be taken to save and not adversely impact the Critical Root Zones of Specimen Trees, trees of quality, and tree groupings and that all applicable sites from the City shall maintain or obtain the minimum tree density required by this Ordinance.

(Ord. No. 739 , 5-1-2017; Ord. No. 769 , § 2, 11-12-2018)

3.2.6 Application requirements.

A. When a person applies for a Land Disturbance Permit as defined herein, such person shall provide the following information:

1. A complete tree survey and inventory, which shall contain the following information:

    a. All Specimen Trees, Trees of Quality, Tree Groupings, Landscape Trees, and Boundary Trees on the site and within 30 feet of the limits of disturbance; with an indication whether they are to be retained or removed;

    b. All trees that are to be counted toward the tree density requirement greater than 2" DBH, including size (Caliper or DBH) and species. Sampling methods may be used to determine tree densities for forested areas (over 5 acres) that are to be preserved. Sampling methods must conform to industry standards and protocols and be no less than a 10% sample;

    c. Tree Protection Zones and Tree Save Areas must be delineated on the plan;

    d. All buffers with existing trees to be delineated on plans as Tree Save Areas. Land Disturbance within any Buffer is subject to Director approval;

    e. The tree survey and inventory shall be a to-scale map or a site plan prepared and sealed by a registered surveyor.

2. An integrated site plan showing Specimen Trees, Trees of Quality, Tree Groupings, Boundary Trees, the trees to be saved and those to be removed, existing utilities and those to be installed, grading, the approximate location of all structures, driveways and curb cuts and all proposed tree plantings and other landscaping. It is required that all reasonable efforts be made to save Specimen trees, Trees of Quality, Tree Groupings. (Reasonable efforts shall include, but not be limited to, alternate building design, building location, parking area layout, parking area location, stormwater BMP locations and the like).

    a. If a Specimen Tree, Tree of Quality, or Tree Grouping cannot be saved a hardship justification in the form of a letter shall be submitted to the Director for review and approval and be included within the plan set;

    b. If a Boundary Tree cannot be saved or results in an encroachment into the Critical Root Zone of greater than 10%, evidence of notification to the owner of the tree will be required to be provided to the Director. This notification shall generally include the current condition of the tree, % encroachment, potential outcomes of the encroachment, and proposed tree care to offset the encroachment. In no way does this authorize any encroachment into the Structural Root Plate of a Boundary Tree.

3. A detailed plan to protect and preserve landscaping and trees before, during and for a period of two (2) years after construction, which shall contain the following information:

    a. All items found on the Arborist Checklist located in the Arborist Guidance Document;

    b. Existing roads, utility lines, drainage and detention facilities, and other pertinent items in the vicinity of the site.

    c. The locations of existing and proposed structures, paving, driveways, cut and fill areas, detention areas, etc.

    d. Phase lines or limits of construction;

    e. A delineation of all protected zones with any required dimensions;

f. Calculations showing compliance with the required Tree Density and Recompense per section 3.2.7

g. Locations of all existing and proposed utility lines and easements;

h. Locations of any boring sites for underground utilities;

i. Locations of all Specimen Trees, Trees of Quality, Groupings of Trees, Landscape Trees and Boundary Trees and indications whether they are to be removed or preserved;

j. Locations of all tree protection devices, materials to be used in each location and details;

k. A delineation of tree save areas in which trees have been inventoried for density calculations;

l. If applicable, locations and details of all permanent tree protection measures (tree wells, aeration systems, permeable paving, retaining walls, bollards, etc.); and

m. A tree care plan developed by a Qualified Professional designed specifically for each tree to be saved that warrants care due to the changes in site conditions or as approved by the Director. The tree care plan shall be prepaid prior to issuance of the land disturbance permit and a paid invoice provided to the City. In the event of a change in ownership, arrangements must be made to allow access for the tree care to continue throughout the required timeframe.

n. A full landscape plan meeting all of the requirements of this Section including tree density, recompense, landscape strip, parking lot tree coverage and screening, groundcover, hardscapes, etc. The landscape plan submitted shall be the one that is expected to be planted. Permit only plans will not be accepted by the Director.

o. Additional information as required on a case-by-case basis.

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

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

(Ord. No. 739 , 5-1-2017)

3.2.7 Minimum tree density and recompense requirements.

The intent and goal of these regulations is to insure that a minimum density of trees is maintained on all developed sites and that a significant amount of tree canopy coverage and pervious soil area is maintained throughout the City. The density requirement must be met whether or not a property or site had trees prior to development or any tree removal. The density may be achieved by counting existing trees 2" in diameter or greater to be preserved, planting new trees in accordance with the minimum standards of this Section, or some combination of the two. Vegetated runoff reduction measures which include trees also count toward the tree density requirement. Minimum tree density shall be calculated and established pursuant to the formula and analysis set forth in the Guidance Document.

A. All sites within the City other than 'For-Sale' residential lots shall maintain or achieve a Minimum Tree Density of 130 inches per acre. The owner shall be subject to the minimum tree density requirement set forth in this paragraph, but the owner shall base the density calculations on the net site area excluding the acreage required for Buffers and infrastructure improvements (roads, utility lines, detention ponds, etc.). In no event shall a parking lot be considered an infrastructure improvement.

B. All 'For-Sale' residential lots in the City shall maintain a minimum tree density of 130 inches per acre or provide a calculation as described in the Guidance Document that shows the lot meets or exceeds a 30% canopy coverage based upon trees growing within the property lines. For new construction or new plantings this calculation may be based upon the mature spread of the newly planted trees at 20 years

after planting. If replacement planting is required on a 'For-Sale' residential lot, it is encouraged to provide at a minimum a two-inch (2") caliper tree or larger in the lawn area in the front yard or landscape strip if space allows.

C. Owners shall receive a density credit of two (2) times the inches for each Specimen Tree saved by utilizing an alternate design during development. Specimen trees that cannot be saved must be replaced with recompense plantings equal to three (3) times the DBH of the tree(s) removed. Recompense trees shall be a minimum of four-inch (4") caliper at time of planting. Trees of Quality or Tree Groupings shall receive a density credit of one (1) times the inches for each tree saved. Specimen Trees removed without prior approval shall be subject to the recompense replanting requirements as described in section 3.2.10 Tree Damage and subject to the applicable penalties as described in Section 3.2.17.

D. An owner may request a reduction in recompense plantings, which may be granted at the discretion of the Director. The reduction shall be calculated considering Specimen Trees, Trees of Quality or Tree Groupings and other landscape amenities that are incorporated into the site plan utilizing an approved alternative design.

E. In the event that Specimen Tree Recompense cannot be achieved through planting on the subject property, two alternative methods of compliance may, at the discretion of the Director, be approved: planting at a location remote from the project site; or, a recompense payment to the City of Alpharetta Tree Replacement Fund. The following standards have been established for administering these alternative recompense methods.

1. The director must review and approve all requests for alternative recompense. In no instance shall 100% of the required recompense be met through these alternative methods. As many trees as can reasonably be expected to survive and thrive must be planted on the subject property. No permit shall be issued until the Director has approved the request and received the necessary documentation and/or funds.

2. If trees are to be planted at another location, the off-site location should be in the same area of the City as the project site and a tree replacement plan meeting all applicable standards must be provided by the owner and reviewed and approved by the City Arborist. If tree planting is proposed on City property all specifications for such planting shall be met as determined by the Director of Public Works or the Director of Recreation and Parks. A completion bond in the amount of 100% of the installation and materials cost shall be provided prior to issuance of any land disturbance permit.

3. If a recompense payment to the City of Alpharetta Tree Replacement Fund is approved, the amount of the donation shall be established by the Director. The amount of the recompense payment shall be 100% of the estimated costs of the average 3 bids from reputable landscape contractors, licensed to do business in the City, for the materials, installation, and care during the trees establishment period (18 months) provided by the owner and reviewed and approved by the City.

(Ord. No. 739 , 5-1-2017)

3.2.8 Tree Replanting, Buffer, and Landscape standards.

A. Tree Replanting.

1. Unless otherwise approved by the Director, it is recommended that trees selected for replanting be on the Recommended Tree List. Trees selected for planting must be free from injury, pests, disease, nutritional disorders or root defects, and must be of good vigor and form in order to assure a reasonable expectation of survivability. Standards for transplanting shall be in keeping with those

established in the International Society of Arboriculture publication Tree and Shrub Transplanting Manual or similar publication. Reference the American Association of Nurserymen publication American Standard for Nursery Stock (ANSI Z60.1-2014) for plant material quality specifications. Reference the Manual of Woody Landscape Plants (Michael Dirr, 2009, Stipes Pub Llc.) or similar publication for information on tree species and site requirements.

2. It is desirable that replanted trees be ecologically compatible with the site and neighboring sites. Accordingly, the replanted trees shall be of the same or similar species as those removed when practical.

3. All replanted overstory trees shall be at least six (6) feet tall and have a trunk of not less than two (2) caliper inches. All replanted understory trees shall be at least four (4) feet tall or have a trunk not less than one (1) caliper inch. In order to provide sufficient growing area for planted trees, the following minimum criteria must be observed unless otherwise approved by the Director.

   a. No more than 25% of any one genus may be included in any replanting plan.

   b. A minimum of 40% of the required tree density on a site is recommended to be met through overstory tree planting.

   c. Greater than 50% of the trees shall be natives.

B. Buffer Requirements.

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

   a. When a new, 'For-Sale' development is proposed adjacent to an existing, non-residential use with no buffer present, the 50' buffer must be provided by the residential development.

   b. If a 50' buffer has been provided on the property adjacent to a proposed, non-residential development, the buffer requirement may be waived with the approval of the Director.

2. Except as otherwise provided, herein, buffer strips shall be preserved in their natural undisturbed state, except that sparsely planted buffers shall be enhanced with additional plant material. Enhancement plants must provide an opaque screen within two (2) years of planting and must consist of trees, shrubs, and groundcover plants meeting the following standards:

   a. Plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species;

   b. Deciduous trees must be a minimum of 2 inch caliper at time of installation;

   c. Evergreen trees must be a minimum of 9 feet tall at time of installation;

   d. Shrubs must be a minimum of 3 feet tall at time of installation;

   e. Plants will be spaced a maximum of eight (8) feet on center or as approved by the Director;

   f. Plantings shall be designed with plant palate containing a mixture of colors, textures, and heights.

3. Undisturbed buffers shall not contain any surface parking or storm water, detention facilities, or any structures except that the Director may approve underground facilities within the buffer or the crossing of the buffer for the purpose of extending utilities.

4. The Director may approve vegetated runoff reduction measures within the buffer. The planting requirements above may be varied to accommodate vegetated runoff reduction measures as part of an

approved stormwater management plan, if properly designed to provide stormwater management and screening functions.

5. Stream buffers must be replanted where disturbed for approved access and utility crossing. Replacement plantings must be native and be arranged to have a natural appearance.

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

C. Parking Lot Landscaping.

1. Surface parking lots shall provide a minimum 200 square foot wide landscape island at the end of each parking bay, and a 200 square foot island located each 72 feet of single parking length. Each landscape island shall be planted with one shade tree. Islands shall be excavated to 3 feet deep or to a depth 6 inches greater than the height of the root ball and backfilled with a minimum of 600 cubic feet of friable soil. Islands that are 400 square feet or larger and corner islands shall be planted with a large overstory tree. Parking lot trees must be 2" caliper minimum at time of planting and have a clear trunk to a minimum height of 6 feet. The remainder of a landscape island shall be planted with shrubs, ornamental grasses, and ground covers; and mulch shall be applied. Turf grass will not be accepted. Utilities and lighting shall not be allowed within required parking lot landscape islands.

2. Alternate landscape configurations may be approved if the Director determines that the alternate design exceeds the standards above and/or is part of a smart stormwater design for the site that includes multi-functional, vegetated runoff reduction measures. An alternate configuration could also include a stormwater component or the preservation and enhancement of existing trees which are provided above and beyond other tree preservation requirements; which are deemed of community value by the Director; and shall result in a minimum of 50% parking lot canopy coverage within 15 years.

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

4. Shrubs shall be provided to screen paved areas and parking lots from the public right-of-way, private drives and adjacent property year round. Shrubs shall be 2 feet tall at time of planting, 2 rows deep and shall provide a screen within 3 years of planting. Alternate screening methods such as fencing may be approved by the Director.

D. Landscape Strips.

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

MAIN STREETS:

Highway 9

Mansell Road

Windward Parkway

Northpoint Parkway

Westside Parkway

Old Milton Parkway

Haynes Bridge Road

Kimball Bridge Road

2. No permanent structures other than signage are permitted within the landscape strip. This includes pavement, retaining walls, drainage structures, detention ponds, flumes, curbing, etc. unless approved by the Director.

   a. Retaining walls built with decorative masonry and designed as a landscape feature may be located within the landscape strip subject to approval by the Director. All required plantings must be installed so as not to interfere with the structural integrity of the wall.

3. Actual spacing of street trees is based on the average canopy spread of the species selected as outlined in the Arborist Guidance document. If the spacing of shade trees exceeds 25 feet on center understory trees shall be required to fill in the gaps between each shade tree. Spacing of shade trees shall not exceed 40 feet on center. Shade trees shall be a minimum 4" caliper; ornamental trees shall be a minimum 3" caliper. The use of a combination of shade trees and ornamental trees is recommended.

4. For commercial development and for master plan subdivisions, a minimum of five (5) foot landscape strip shall be provided along all property lines which do not adjoin a public right-of-way or private road. One (1) shade tree, minimum 4" caliper, shall be provided for every fifty (50) linear feet of landscape strip. For master plan subdivisions, this requirement is only required along the external property line of the overall project.

5. Shrubs shall be provided in all landscape strips. Shrubs shall be a minimum of 2 feet tall at time of planting. Shrubs located in landscape strips may be used to meet the parking lot screening requirement.

E. Additional screening shall be provided around all utility areas, detention facilities, dumpster/refuse areas, drive through areas, loading and unloading zones, etc. to screen views from the public right-of-way, private roads, drives, and adjacent properties year round. Screening shall be provided in any combination of the standards below or as approved by the Director.

   1. Plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species;

   2. Deciduous trees must be a minimum of 2 inch caliper at time of installation;

   3. Evergreen trees must be a minimum of 6 foot tall at time of installation;

   4. Shrubs must be a minimum of 4 foot tall at time of installation;

   5. Screening for detention facilities must incorporate an alternating double row of evergreen shrubs 4 foot tall at time of planting.

   6. A combination of decorative walls, fences, and landscape material may be used with the approval of the Director.

F. Lighting Fixtures shall be arranged so that the source of any light is screened from residential views and located as to not interfere with the tree canopy at time of planting or in the future.

G. All required landscape areas shall be provided with a minimum of 1 water spigot or other water source within 150 feet.

H. A bond shall be required for a minimum of 18 months to ensure the maintenance and irrigation of the landscaping materials.

I. All landscape plans and tree planting plans for non "For Sale" residential properties shall be prepared as a to-scale map or a site plan prepared and sealed by a Registered Landscape Architect in the State of Georgia. Tree only plans may be prepared by a Qualified Professional.

J. Outdoor Dining Areas. At-grade outdoor dining areas shall include perimeter landscaping and decorative detectable barriers in order to define the area. Detectable barriers shall include decorative planters, low walls or other improvement approved by the Community Development Director. Uncovered outdoor dining areas shall include one (1) shade tree per 750 square feet.

K. Tree Conservation. To preserve the character and existing tree canopy within the Downtown Overlay it is desired to maintain good quality trees. Specimen trees and trees of quality within the building setbacks along the roads listed below shall be conserved.

ROADS:

Academy Street

Canton Street

Church Street

Cumming Street

Marietta Street

Mayfield Road

Milton Avenue

Roswell Street

(Ord. No. 739 , 5-1-2017)

3.2.9 Tree Protection and Conservation Standards.

Prior to commencement of any grading, construction, or tree removal authorized through the issuance of a land disturbance permit and continuing until a final subdivision plat has been recorded or a certificate of occupancy has been issued, the following system shall be used:

A. A tree protection area shall be required for any tree located within 30 feet of any proposed grading, construction or tree removal; and shall be established by physical barriers and maintained until such work is complete.

B. Location and Types of Tree Protection Devices.

1. Tree protection devices are to be installed as shown on the plan or otherwise completely surrounding the Critical Root Zone of all trees to be preserved.

2. The plan shall indicate which types of tree protection are to be installed and where they are to be installed. The types identified on the plan shall be consistent with the City's Tree Protection Details, available in the Arborist Guidance Document.

3. The locations of all tree protection devices will be verified by the City prior to the issuance of the construction permit for clearing and/or grading.

4. Once Protected Zones are established and approved, any changes are subject to Development and Inspections Department review.

C. Tree Protection measures are to be installed as shown on the City's Tree Protection Details, available in the Arborist Guidance Document.

D. Sequence of Installation and Removal. All tree protection devices shall be installed prior to any land disturbance permit authorizing tree removal. Community Development Department must inspect the installation of tree protection and erosion and sedimentation control devices prior to the issuance of the land disturbance permit. Tree protection must remain in functioning condition until the certificate of occupancy is issued.

E. The cleaning of equipment, storage of materials or dirt, disposal of waste materials such as paint, oil, solvents or other harmful substances, or any other such act which may be harmful to the continued vitality of the tree(s) within the tree protection area, is prohibited.

(Ord. No. 739 , 5-1-2017)

3.2.10 Tree damage.

Any tree designated in the plan to be saved, Including Trees of Quality and Tree Groupings, that is damaged during construction or grading, or as a result of such activities, shall be treated according to accepted International Society of Arboriculture Standards, or replaced with a tree(s) equal to the DBH of the tree removed. However, any Specimen Tree damaged as described above shall be replaced with a tree(s) eight (8) times the DBH of the tree removed with a minimum four-inch (4”) tree Caliper. In the event that a damaged specimen tree must be removed, the location occupied by the tree's Critical Root Zone must remain in a pervious state with no structures or buildings placed in this area and violations shall be subject to the applicable penalties as described herein. Any specimen tree damaged on "For-Sale" residential lots as the result of failure to receive tree removal approval for non-construction tree removal or as a result of failure to protect a specimen tree during non-construction tree removal will result in up to three (3) times recompense.

(Ord. No. 739 , 5-1-2017)

3.2.11 Tree survey inspection.

Following the receipt of the completed tree removal application and supporting data, the Director shall schedule and conduct an inspection of the proposed development site. Following inspection, the Director shall advise the applicant of any recommended changes in the applicant's proposed tree removal, protection or replanting plans necessary to make the plans comply with the provisions of this Ordinance.

(Ord. No. 739 , 5-1-2017)

3.2.12 Tree removal applications, approval and expiration.

A. The Director shall review all applications and supporting data and take one (1) of the following actions: approve, approve with conditions or disapprove. Applications, which meet the requirements of this Ordinance, shall be approved.

B. Development Activity will not be authorized until such time as appropriate Land Disturbance Permits have been issued and approval granted.

C. Tree removal and replacement shall begin no later than one hundred eighty (180) days after issuance of the permit and shall be completed no later than two (2) years after the issuance of the permit. Except as provided in these regulations authorizing certain cut and fill activities. The Director may refuse to issue any permit for tree removal until the submission of all development plans and receipt of other evidence satisfactory to the Director that there is a reasonable certainty that the Development is imminent.

(Ord. No. 739 , 5-1-2017)

3.2.13 Tree removal and landscaping compliance inspection.

A. Following the issuance of a Land Disturbance Permit for the development site, the Director shall from time to time inspect the site for the purpose of certifying compliance with the requirements of the tree removal. In the event of non-compliance, the Director may revoke or modify any City permit pertaining to the Development Activity for which the Land Disturbance Permit has been issued. No certificate of occupancy shall be issued until actual compliance is obtained.

B. If any required Land Disturbance Permit conditions have not been met within the time specified in the Land Disturbance Permit, and provided the Director has not granted a written extension, the City may use the cash or bond proceeds to insure that these conditions are met. The bond will have an expiration date no longer than one (1) year, and the proceeds will go to the City of Alpharetta Tree Replacement Fund.

C. After development is complete, the Director shall continue to make random inspections to insure that required trees and landscaping are maintained. Replacement shall be required or bond/letter of credit posted within thirty (30) days of notice by the Director should any of the tree(s) or landscaping die, be removed or be destroyed.

D. Notwithstanding any other provision of this Ordinance to the contrary, a home builder's responsibility to replace a newly planted tree or trees shall terminate upon the issuance of a certificate of occupancy or at the end of the maintenance bond time frame, whichever is longer, provided that an inspection conducted immediately prior to the issuance of the certificate of occupancy confirms that the replanted tree or trees were planted properly as established in the ISA (International Society of Arboriculture) standards, and are healthy and free of pests and disease. Nothing in this Ordinance shall be deemed to eliminate any other obligation the homebuilder may have pursuant to any private agreement between the homebuilder and homeowner, or any restrictive covenants that are applicable to the property.

(Ord. No. 739 , 5-1-2017)

3.2.14 Permit fee.

The fee for review of a request for permits shall be $5.00. The fee for review of an application for a Land Disturbance Permit (which only applies to Development Activity and Grading Activity) shall be $50.00 per acre and a maximum of $500.00. These fees may be revised from time to time by resolution of the City Council, or delegated to the Director to be administratively established and revised from time to time.

(Ord. No. 739 , 5-1-2017)

3.2.15 Enforcement, appeals and variances.

A. Enforcement. All requests for permits and all applications for tree removal shall initially be submitted to and reviewed by the City Arborist. The City Arborist shall be responsible for recommending to the Director the approval or denial of applications for Land Disturbance Permits.

B. Appeals.

1. Requests for appeal of any administrative decision shall first be addressed to the Director.

2. Written requests for appeal of any administrative decision are permitted and must be submitted to the Board of Zoning Appeals within ten (10) days after notice of such decision. Such written appeal shall be made in the form of a letter, which outlines the salient points upon which the appeal is based.

3. The Board of Zoning Appeals shall schedule a hearing as soon as reasonably practicable to consider the appeal, and shall issue a written decision within thirty (30) days of the hearing.

4. If the appeal concerns an administrative decision regarding Specimen Trees, Trees of Quality, Tree Groupings, or Boundary Trees it shall be the applicant's burden to demonstrate that reasonable alternatives have been considered in order to save said trees (as described herein). Documented evidence shall be filed by the applicant with the written request for appeal and shall include, but not be limited to the following:

    a. Boundary survey showing topography, easements, creeks and other features of the property.

    b. Two alternative development plans, which include the Specimen Tree(s), Trees of Quality, Groupings of Trees, or Boundary Trees.

    c. An itemized estimate of additional costs associated with saving the trees.

C. Variance.

1. Written requests for a variance are permitted.

2. The Director shall have the authority to grant variances not to exceed twenty percent (20%) of the minimum or maximum standards of this Ordinance.

3. Variances that exceed twenty percent (20%) or variances that exceed the allowance of administrative variances shall be heard by the Board of Zoning Appeals.

4. Variances can be granted only in the case of extreme hardship or unusual circumstance. The factors to be taken into consideration by the Board may include the following, but shall not be solely economic:

    a. The ease with which the applicant can alter or revise the proposed development or improvement to accommodate existing trees.

    b. The economic hardship that would be imposed upon the applicant were the variance denied.

    c. The heightened desirability of preserving tree cover in densely developed or densely populated areas.

    d. The need for visual screening in transitional zones or relief from glare, blight, commercial or industrial unsightliness or any other visual affront.

    e. Whether the continued presence of the tree or trees is likely to cause danger to a person or property.

    f. Whether the topography of the area in which the tree is located is of such a nature to be damaging or injurious to trees.

    g. Whether the removal of the trees is for the purpose of thinning a heavily wooded area where some trees will remain.

    h. Whether tree removal would have an adverse impact upon existing biological and ecological systems.

    i. Whether tree removal would affect noise pollution by increasing source noise levels to such a degree that a public nuisance may be anticipated or a violation of the noise control ordinance will occur.

    j. Whether the general health and life expectancy of the tree or trees warrant the measures necessary to prolong the life of the trees based upon accepted ISA practices.

D. Appeal from the Decisions of the Board of Appeals shall be by Writ of Certiorari to the Fulton Superior Court, and must be filed within thirty (30) days of the date of the Board's decision.

(Ord. No. 739 , 5-1-2017)

3.2.16 Natural Resources Commission.

The Mayor and each City Council member shall appoint one (1) member to a seven (7) member Natural Resources Commission.

A. The Natural Resources Commission shall give advice to the Council based on an annual re-evaluation of experience under the Ordinance, provide leadership in the development of understanding of the objectives and methods of the tree program, and assist the Director in the development and maintenance of technical specifications and guidelines. In addition, the natural Resources Commission primary objectives shall be:

   1. To promote the benefits of maintaining a healthy tree canopy for the City of Alpharetta;
   2. To provide educational outreach activities for the purpose of informing the community about resource conservation, protection of the environment, and the maintenance of the city's natural amenities, in particular its trees;
   3. To plan and organize Arbor Day and facilitate other events, activities, meetings and projects that support environmental awareness and education;
   4. To encourage Alpharetta's citizens to take greater responsibility for improving their community through litter prevention, waste reduction, recycling, tree plantings and other, similar means.
   5. To oversee the following:
      a. Alpharetta's Tree Conservation, Landscape, and Buffer Ordinance.
      b. Tree City USA designation.
      c. Keep America Beautiful affiliation.

B. The Natural Resources Commission shall assist the Arborist in producing and maintaining the Arborist Guidance Document, including the list of proposed changes to the kinds and species of trees described in the Tree Planting List. Any such changes may be adopted and may be changed from time to time.

C. The Natural Resources Commission shall enlist technical advisors in the fields of land development, landscape architecture and horticulture or related professions.

D. The Natural Resources Commission shall have the power and authority to maintain the Tree City USA and Keep America Beautiful (KAB) certifications by:

   1. Strengthening environmental outreach opportunities associated with the Tree City USA and KAB organizations by promoting community participation and acting as an advocate of tree and environmental conservation efforts;
   2. Supporting the City's efforts through public/private partnerships;
   3. Making recommendations for the enhancement of public outreach and education programs concerning environmental and tree related issues;
   4. Developing and implementing a sustainable program for their environmental accomplishments; and
   5. Providing regular updates to City Council regarding Natural Resources Commission activities.

(Ord. No. 739 , 5-1-2017)

3.2.17 Penalties.

Any person, firm, corporation, limited liability company, Responsible Party, or other entity found guilty of violating or knowingly assisting in the commission of a violation of this Section shall be subject to the penalties specified herein. Each day any violation of any provision of this Section shall occur and each day any violation shall continue shall constitute a separate offense of this Section.

A. A violation of this Section shall constitute a misdemeanor punishable by a fine of up to one thousand dollars per incident. Replacement plantings shall also be required. Penalties and fines, including replacement plantings must be satisfied within the timeline stated on the violation and/or stop work order. Appeals can be filed with the Board of Zoning Appeals.

B. In the event that a Specimen Tree is damaged or removed in violation of this Section on non "For-Sale" residential property or as part of a construction project, violators shall be subject to replace Specimen Trees with trees having a total density equal to eight (8) times the unit value of the tree removed with a minimum four-inch (4”) tree caliper. Furthermore, the location and extent of the tree's Critical Root Zone shall permanently remain in a pervious state with no structures or buildings placed on it. In the event that a Specimen Tree is damaged or removed in violation of this Section on a "For-Sale" residential property not in conjunction with a construction project, violators shall be subject to replace Specimen Trees with trees having a total density up to three (3) times the unit value of the tree removed. The city shall take into consideration the amount of trees that can be reasonably placed on the property in violation. If the DBH of the removed tree cannot be determined the measurement shall be taken at the upper most portion of the remaining stump.

C. In the event that a non-specimen tree, including Trees of Quality and Tree Groupings, is damaged or removed in violation of this Section, violators shall be subject to replacement plantings equal to one (1) times the DBH of the tree removed with a minimum two inch (2”) caliper trees. If the DBH of the removed tree cannot be determined the measurement shall be taken as stated in Section 3.2.17.B.

D. In addition to A. and B., upon notice from the Director, work on any development that is being done contrary to the provisions of this Section shall immediately cease. The stop-work notice shall be in writing and shall go to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. When an emergency exists, the Director shall not be required to give written notice prior to stopping the work. Further, in the event that work on any development is being done contrary to the provisions of this Section, the Director may revoke any permit pertaining to the development activity for which the Land Disturbance Permit has been issued and may refuse to issue any further permit until, at the discretion of the Director, the work on the development is brought into compliance with the provisions of this Section.

(Ord. No. 739 , 5-1-2017)

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: January 17, 2023

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

1. PH-22-AB-37 LA ABUELA LLC
4055 OLD MILTON PARKWAY UNITS 9 & 10
ALPHARETTA, GA 30005

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE & SUNDAY SALES
OWNER: LA ABUELA LLC
REGISTERED AGENT: CATALINA ADKINSON

II. RECOMMENDATION:

Approve the following alcoholic beverage license application as part of the Consent Agenda:
1. PH-22-AB-37 La Abuela LLC, 4055 Old Milton Parkway Units 9 & 10, Alpharetta, GA 30005

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 License Application was heard and considered during a virtual Alcohol License Public Hearing on Thursday, January 5, 2023. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alcohol Public Hearing Minutes 1-5-2023

ALCOHOL LICENSE PUBLIC HEARING
JANUARY 5, 2023

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, pleases click on this link: https://zoom.us

Zoom Meeting ID: 871 9350 3757

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:02 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Jhonny Acosta, Applicant and Owner
- Catalina Adkinson, Registered Agent

IV. PUBLIC HEARING

A. PH-22-AB-37 La Abeula LLC
4055 Old Milton Parkway Units 9 & 10
Alpharetta, GA 30005

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

Owner: La Abeula LLC
Registered Agent: Catalina Adkinson

- Mr. Jhonny Acosta, applicant and owner of La Abuela LLC and residing at 4261 Townsend Lane, Dunwoody, GA 30346 was on the call. Catalina Adkinson, registered agent and residing at 3340 Cedar Farms Court, Milton, GA 30004 was also on the call.
- Mr. Acosta stated he opened his first restaurant in 2014. They serve Columbian cuisine, but do not have a high- volume of alcohol sales (he stated around 5%).
- Mr. Acosta stated they have a total of 4 locations (including Alpharetta) and this will be the 3rd location serving alcohol. The Alpharetta location opened around December 1, 2022.

- Mr. Acosta has reviewed the City of Alpharetta's alcohol ordinance. He asked a question about Sunday Sales in Alpharetta to which Officer Jackson confirmed that sales on Sundays are 11:00 a.m. – 2:00 a.m.
- Mr. Acosta stated there are 9 employees, with 1 bartender and 3-4 servers handling alcohol. Ms. Shapiro reminded Mr. Acosta that any employees serving, preparing, or taking orders for alcohol need to have a pouring permit which is to be obtained at the Alpharetta Public Safety Department.
- Mr. Acosta inquired about to-go alcohol sales. Ms. Shapiro guided him to the alcohol ordinance section of the City Code regarding 3rd party delivery services (i.e. DoorDash). Mr. Acosta inquired about customers wanting to order alcohol at the counter to-go to which Officer Jackson reminded him the current license he has applied for (on-site consumption) does not allow for that.
- Ms. Shapiro reminded the applicant once they obtain a City of Alpharetta alcohol license, they will need to obtain a license from the State of Georgia as well.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Tuesday, January 17, 2023 at 6:30 pm.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:14 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

STAFF REPORT

Submitting Department: Finance
Submitted By: Shawn Mitchell
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT (MONTH ENDING NOVEMBER 30, 2022)
APPROVAL OF THE FINANCIAL MANAGEMENT REPORT FOR THE MONTH ENDING NOVEMBER 30, 2022.

II. RECOMMENDATION:

Approve the Financial Management Report for the month ending November 30, 2022 (period 5 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:

Do not approve the financial management report for month ending November 30, 2022 as part of the consent agenda and remove this item from the consent agenda.

VI. ATTACHMENTS:

FY 2023 Financial Management Report for the month ended November 30, 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

THE CITY OF
ALPHARETTA
GEORGIA

for the month ending
November 30, 2022
(period 5 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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- Accountability and Performance Dashboards (available online – link below):
- *https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling*

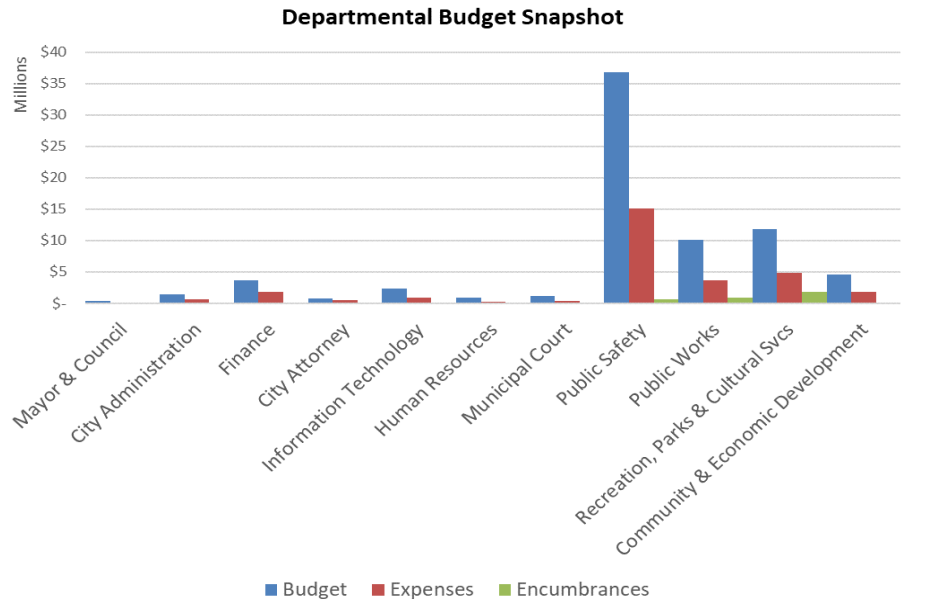
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended November 30, 2022

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (current year)	↑	$950,000
Local Option Sales Tax	↑	$2,325,000
Franchise Tax	↓	($350,000)
Insurance Premium Tax	↑	$593,627
Alcohol Beverage Excise Tax	↑	$325,000
Building Permit Fees	↑	$150,000
Business and Occupational Tax	↔	$0
Court/Traffic Fines	↑	$380,500
Recreation/Special Event Fees	↔	($101,819)
Hotel/Motel Tax (City portion)	↑	$618,750
Other Revenues	↔	($255,373)
Minimum Surplus Goal Needed to Fund Capital: ***($15M Annual Capital Need less $3M allocated in the budget)***		**$12M**
Less: Projected Revenue Gain		**($4.6M)**
Less: Projected Expenditure Savings		**($3.5M)**
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($3.9M)**



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	$764,092
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	$234,254
Confiscated Assets Fund (State)	↔	↔	$0
Emergency 911 Fund (1)	↔	↔	$656,421
Impact Fee Fund	↔	↔	$118,471
Hotel/Motel Fund (1)	↑	↑	$586,022
Debt Service Fund	↑	↑	$778,397
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	$0
Risk Management Fund	↔	↔	$1,262,211
Medical Insurance Fund	↔	↔	($40,603)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	$20,675
Capital Grant Fund (3)	($9,179)
Capital Project Funds	
Capital Project Fund (3)	$2,229,122
Stormwater Capital Fund	$72,863
Series 2016 Bond Fund (Parks)	$17,682
Series 2022 Bond Fund (Parks)	$62,055
TSPLOST I Capital Fund	$384,079
TSPLOST II 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: JANUARY 17, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF NOVEMBER 30, 2022

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending November 30, 2022.

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 November 30, 2022, actual revenue collections total 57% or $44 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of $4.6 million with the detail as follows:

• Property Taxes (current year):	$ 950,000
• LOST:	2,325,000
• Insurance Premium Taxes:	593,627
• Alcohol Beverage Excise Taxes:	325,000
• Hotel Taxes:	618,750
• Franchise Tax:	(350,000)
• Other:	173,308
Estimated Gain:	$ 4,635,685 (rounded)

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.

Local Option Sales Tax collections is trending 11% higher than FY 2022 ($20.6 million). Collection estimates for FY 2023 total $21.3 million which is $2.3 million greater than budget.

Insurance Premium Tax collections total $5.4 million in FY 2023 and represent a 13% increase over FY 2022 collections of $4.8 million.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Alcohol Beverage Excise Tax collections is trending 21% higher than FY 2022 ($2.8 million). Collection estimates for FY 2023 conservatively total $2.9 million ($325,000 greater than budget) pending further trend data.

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 November 30, 2022, city departments (not including General Government[1]) have encumbered and expensed 46%, or $34 million, of their FY 2023 budget appropriations. Early forecasts indicate a surplus of $3.5 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 16 vacancies within General Fund departments as of December 2022).

Contingency: The General Fund contingency balance totals $764,092.

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 $122,485. Remaining appropriations are set aside for grant matches ($27,408) and a non-allocated reserve ($20,675).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total $1.1 million.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total $13.3 million. Remaining appropriations are set aside for a non-allocated reserve ($2.3 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total $4.3 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.

Series 2016 Parks and Transportation Bond Fund (Fund 317): Unspent/unencumbered project appropriations total $5,479. Remaining appropriations are set aside for a non-allocated reserve ($17,682).

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

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total $28.1 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 $31.4 million. Remaining appropriations are set aside for a non-allocated reserve ($384,079).

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. Unspent/unencumbered project appropriations total $38 million.

Hotel/Motel Fund: FY 2023 revenues are budgeted at $7.5 million (net of carryforward fund balance totaling $1.1 million) 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 $586,022. 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 estimates for FY 2023 total $9.2 million which is $1.7 million greater than budget.

Solid Waste Fund: FY 2023 revenues are currently budgeted at $6.1 million. As of November 30, 2022, the city has collected $3.9 million representing the 1st – 3rd quarter advanced billings and is on target.

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 November 30, 2022 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	$ 7,200	$ 3,622	$ 3,578
Post #1: Donald Mitchell	$ 4,000	$ 0	$ 4,000
Post #2: Brian Will	$ 4,000	$ 242	$ 3,758
Post #3: Doug DeRito	$ 4,000	$ 72	$ 3,928
Post #4: John Hipes	$ 4,000	$ 418	$ 3,582
Post #5: Jason Binder	$ 4,000	$ 39	$ 3,961
Post #6: Dan Merkel	$ 4,000	$ 324	$ 3,676

Development Authority[2] (Component Reporting Unit)

As of November 30, 2022, the Development Authority has $182,390 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 November 30, 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	$ 22,323,764	84.9%	$ 27,250,000	$ 950,000	$ 26,738,657	$ 21,831,562	81.6%
Delinquent	147,000	151,001	102.7%	128,045	(18,955)	167,407	(20,434)	-12.2%
Motor Vehicle Tax	55,000	27,896	50.7%	55,000	-	79,585	20,756	26.1%
Motor Vehicle Title Fee	3,000,000	1,146,385	38.2%	3,150,000	150,000	3,142,797	784,632	25.0%
Local Option Sales Tax	18,925,000	7,174,312	37.9%	21,250,000	2,325,000	20,552,835	6,484,581	31.6%
Franchise Tax	7,100,000	410,003	5.8%	6,750,000	(350,000)	6,634,631	555,739	8.4%
Insurance Premium Tax	4,825,000	5,418,627	112.3%	5,418,627	593,627	4,759,402	4,759,402	100.0%
Alcohol Beverage Excise Tax	2,575,000	1,007,610	39.1%	2,900,000	325,000	2,764,435	830,390	30.0%
Building Permit Fees	1,850,000	1,215,650	65.7%	2,000,000	150,000	1,987,196	757,925	38.1%
Business and Occupational Tax	1,000,000	72,334	7.2%	1,000,000	-	1,063,180	84,687	8.0%
Court/Traffic Fines	2,370,000	1,132,143	47.8%	2,750,500	380,500	2,970,763	1,130,329	38.0%
Recreation/Special Event Fees	2,824,339	986,510	34.9%	2,722,520	(101,819)	2,566,047	874,201	34.1%
Hotel/Motel Tax (City portion)	2,812,500	917,912	32.6%	3,431,250	618,750	2,975,786	993,453	33.4%
subtotal	$ 73,783,839	$ 41,984,149	56.9%	$ 78,805,942	$ 5,022,103	$ 76,402,722	$ 39,087,223	51.2%
Other Revenues	5,005,443	2,500,427	50.0%	4,619,025	(386,418)	4,743,356	2,095,034	44.2%
Total Revenues	$ 78,789,282	$ 44,484,576	56.5%	$ 83,424,967	$ 4,635,685	$ 81,146,078	$ 41,182,257	50.8%
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 November 30, 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	$ 5,902	$ 144,841	$ 248,544	37.8%	36.3%	$ 350,347	$ 157,205	44.9%
City Administration	1,420,733	13,716	596,508	810,509	43.0%	42.0%	1,440,308	899,859	62.5%
Finance	3,698,826	61,812	1,844,956	1,792,058	51.6%	49.9%	3,451,127	1,602,924	46.4%
City Attorney	750,000	-	499,153	250,847	66.6%	66.6%	1,062,905	205,313	19.3%
Information Technology	2,350,617	63,924	907,782	1,378,911	41.3%	38.6%	1,894,045	820,750	43.3%
Human Resources	855,513	17,774	307,998	529,741	38.1%	36.0%	606,075	238,881	39.4%
Municipal Court	1,148,200	36,568	436,280	675,353	41.2%	38.0%	1,080,027	433,402	40.1%
Public Safety	36,733,287	684,018	15,087,815	20,961,454	42.9%	41.1%	32,217,831	13,608,687	42.2%
Public Works	10,112,573	930,166	3,698,128	5,484,279	45.8%	36.6%	8,853,638	3,446,071	38.9%
Recreation, Parks & Cultural Svcs	11,803,191	1,837,560	4,876,478	5,089,154	56.9%	41.3%	10,281,112	4,237,179	41.2%
Community & Economic Development	4,630,115	57,509	1,887,639	2,684,967	42.0%	40.8%	4,081,289	1,569,466	38.5%
subtotal	$ 73,902,342	$ 3,708,948	$ 30,287,576	$ 39,905,818	46.0%	41.0%	$ 65,318,703	$ 27,219,738	41.7%
General Government:									
Insurance Premiums (Risk)	$ 823,300	$ -	$ 343,042	$ 480,258	41.7%	41.7%	$ 779,750	$ 324,896	41.7%
Gwinnett Tech Bond P&I	288,640	-	41,820	246,820	14.5%	14.5%	289,640	44,820	15.5%
Transfer(s) to other Funds	15,639,800	-	6,516,583	9,123,217	41.7%	41.7%	7,486,799	3,119,500	41.7%
Contingency	775,000	8,800	2,108	764,092	1.4%	0.3%	60,167	33,680	56.0%
subtotal	$ 17,526,740	$ 8,800	$ 6,903,553	$ 10,614,387	39.4%	39.4%	$ 8,616,356	$ 3,522,896	40.9%
Total Expenditures	$ 91,429,082	$ 3,717,748	$ 37,191,129	$ 50,520,205	44.7%	40.7%	$ 73,935,059	$ 30,742,634	41.6%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of November 30, 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	$ 33,167,284	$ -	$ 11,784,504	$ 21,382,780	35.5%	35.5%	$ 28,833,638	$ 10,422,390	36.1%
Overtime	2,193,913	-	1,059,222	1,134,691	48.3%	48.3%	2,452,865	815,447	33.2%
Group Insurance	10,081,080	-	3,763,480	6,317,600	37.3%	37.3%	8,085,777	3,717,532	46.0%
FICA and Social Security	2,705,978	-	933,624	1,772,354	34.5%	34.5%	2,277,379	809,983	35.6%
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	-	1,116,252	1,782,758	38.5%	38.5%	2,548,264	918,602	36.0%
(2) Other	1,535,231	-	1,020,156	515,075	66.4%	66.4%	1,402,233	912,760	65.1%
subtotal	$ 55,452,208	$ -	$ 22,546,950	$ 32,905,258	40.7%	40.7%	$ 48,418,816	$ 20,415,373	42.2%
Maintenance & Operations:									
Professional Services	$ 2,873,420	$ 764,807	$ 1,223,780	$ 884,833	69.2%	42.6%	$ 2,848,177	$ 1,269,927	44.6%
Legal Services	750,000	-	499,153	250,847	66.6%	66.6%	1,062,905	205,313	19.3%
Vehicle Fuel/Maintenance	1,065,060	5,702	474,550	584,808	45.1%	44.6%	1,237,660	473,111	38.2%
Maintenance Contracts	3,725,691	1,897,711	1,393,741	434,239	88.3%	37.4%	3,005,871	1,013,713	33.7%
IT Professional Services	2,414,248	680,653	1,293,562	440,033	81.8%	53.6%	1,962,573	1,162,317	59.2%
General Supplies	986,370	130,304	380,249	475,817	51.8%	38.6%	893,611	388,801	43.5%
Utilities	2,900,691	-	991,237	1,909,454	34.2%	34.2%	2,748,597	919,781	33.5%
Insurance Premiums (Risk)	823,300	-	343,042	480,258	41.7%	41.7%	779,750	324,896	41.7%
Other	3,040,846	229,770	1,087,603	1,723,473	43.3%	35.8%	2,462,929	926,812	37.6%
subtotal	$ 18,579,626	$ 3,708,948	$ 7,686,915	$ 7,183,763	61.3%	41.4%	$ 17,002,074	$ 6,684,671	39.3%
Capital:									
OSSI/Fire Truck Leases	$ 659,858	$ -	$ 396,752	$ 263,106	60.1%	60.1%	$ 675,893	$ 444,590	65.8%
Other	33,950	-	-	33,950	0.0%	0.0%	1,671	-	0.0%
subtotal	$ 693,808	$ -	$ 396,752	$ 297,056	57.2%	57.2%	$ 677,563	$ 444,590	65.6%
General Government:									
Gwinnett Tech Bond P&I	$ 288,640	$ -	$ 41,820	$ 246,820	14.5%	14.5%	$ 289,640	$ 44,820	15.5%
Transfer(s) to other Funds	15,639,800	-	6,516,583	9,123,217	41.7%	41.7%	7,486,799	3,119,500	41.7%
Contingency	775,000	8,800	2,108	764,092	1.4%	0.3%	60,167	33,680	56.0%
subtotal	$ 16,703,440	$ 8,800	$ 6,560,511	$ 10,134,129	39.3%	39.3%	$ 7,836,606	$ 3,198,000	40.8%
Total Expenditures	$ 91,429,082	$ 3,717,748	$ 37,191,129	$ 50,520,205	44.7%	40.7%	$ 73,935,059	$ 30,742,634	41.6%

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 November 30, 2022

			Project Snapshot: FY2013 - FY2022		FY 2023					
Account #		Project	Total Project Authorization	Prior Year Actuals	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	2,323		14,836
22031150-331110	C2115	2021 BULLETPROOF VEST (DOJ)	11,624	-	-	11,624	11,624	-		11,624
		subtotal			***$ -***	***$ 53,396***	***$ 53,396***	***$ 2,323***		***$ 51,073***
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	-	-	-			-
22061150-336000	C2247	2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
22061150-336000	C2306	FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	-		15,000
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	2,200		(25)
		subtotal			***$ -***	***$ 72,175***	***$ 72,175***	***$ 57,200***		***$ 14,975***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 973		$ (973)
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(1,436)		1,436
22090200-395000		CARRYFORWARD FUND BALANCE			-	117,013	117,013	-		117,013
		subtotal			***$ -***	***$ 117,013***	***$ 117,013***	***$ (462)***		***$ 117,475***
		Total			**$ -**	**$ 242,584**	**$ 242,584**	**$ 59,061**		**$ 183,523**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of November 30, 2022

			Project Snapshot: FY2013 - FY2022		FY 2023					
Account #		Project	Total Project Authorization	Prior Year Actuals	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)	38,374	12,280	-	26,094	26,094	-	-	26,094
22031150-542100	C2059	2020 BULLETPROOF VEST (DOJ)	30,694	4,646	-	26,048	26,048	-	-	26,048
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,248	-	-	23,248	23,248	8,806	-	14,442
		subtotal			***$ -***	***$ 90,898***	***$ 90,898***	***$ 8,806***	***$ -***	***$ 82,092***
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	1,744	-	-
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	900	60
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	-	-	2,397	2,397	2,397	-	-
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	-	5,000
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	-	-	15,000
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	1,800	-	375
		subtotal			***$ -***	***$ 89,188***	***$ 89,188***	***$ 12,310***	***$ 50,900***	***$ 25,978***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 20,675	$ 20,675	$ -	$ -	$ 20,675
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	27,408	27,408	-	-	27,408
		subtotal			***$ -***	***$ 48,083***	***$ 48,083***	***$ -***	***$ -***	***$ 48,083***
		Total			**$ -**	**$ 242,584**	**$ 242,584**	**$ 21,116**	**$ 50,900**	**$ 170,568**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of November 30, 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	$ -	$ -	$ -	$ -		$ -
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT	45,900	-	-	45,900	45,900	44,100		1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-		22,500
		subtotal			***$ -***	***$ 68,400***	***$ 68,400***	***$ 44,100***		***$ 24,300***
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	$ -	$ 645,119	$ 645,119	$ 645,118		$ 1
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***	***$ 645,118***		***$ 1,500,001***
Recreation, Parks & Cultural Services										
30161150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	$ -	$ 75,000	$ 75,000	$ -		$ 75,000
		subtotal			***$ -***	***$ 75,000***	***$ 75,000***	***$ -***		***$ 75,000***
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,000	663,593	$ -	$ 1,003,407	$ 1,003,407	$ 58,906		$ 944,501
34074150-331150	C2114	S MAIN ST ARC STUDY	160,000	34,800	-	125,200	125,200	81,600		43,600
		subtotal			***$ -***	***$ 1,128,607***	***$ 1,128,607***	***$ 140,506***		***$ 988,101***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 2,162		$ (2,162)
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(4,586)		4,586
34090200-395000		CARRYFORWARD FUND BALANCE			-	148,441	148,441	-		148,441
		subtotal			***$ -***	***$ 148,441***	***$ 148,441***	***$ (2,424)***		***$ 150,865***
		Total			**$ -**	**$ 3,565,567**	**$ 3,565,567**	**$ 827,300**		**$ 2,738,267**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of November 30, 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	3,294	18,965	241
		subtotal			***$ -***	***$ 68,400***	***$ 68,400***	***$ 47,394***	***$ 18,965***	***$ 2,041***
Public Works										
34041100-541410	C1215	STRIPING & SIGNAGE	185,325	185,325	$ -	$ -	$ -	$ -	$ -	$ -
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***	***$ 645,119***	***$ 500,000***	***$ 1,000,000***
Recreation, Parks & Cultural Services										
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	$ -	$ 75,000	$ 75,000	$ -	$ -	$ 75,000
		subtotal			***$ -***	***$ 75,000***	***$ 75,000***	***$ -***	***$ -***	***$ 75,000***
Community Development										
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,750	903,123	$ -	$ 1,180,627	$ 1,180,627	$ 25,732	$ 1,154,894	$ 1
34074150-521200	C2114	S MAIN ST ARC STUDY	160,000	54,400	-	105,600	105,600	35,200	70,400	-
		subtotal			***$ -***	***$ 1,286,227***	***$ 1,286,227***	***$ 60,932***	***$ 1,225,294***	***$ 1***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ (9,179)	$ (9,179)	$ -	$ -	$ (9,179)
		subtotal			***$ -***	***$ (9,179)***	***$ (9,179)***	***$ -***	***$ -***	***$ (9,179)***
		Total			**$ -**	**$ 3,565,567**	**$ 3,565,567**	**$ 753,445**	**$ 1,744,260**	**$ 1,067,862**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of November 30, 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)	-	-	$ -	$ -	$ -	$ 1.74		$ (2)
30131150-393500	C1241	CAPITAL LEASE - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	-		2,353,251
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	6,146,784	5,544,518	-	602,266	602,266	-		602,266
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
30141100-371000	C2305	ALPHALOOP (OMP-NORTHWINDS)	100,000	-	-	100,000	100,000	110,000		(10,000)
30161150-371000	C1929	COMM AG PROGRAM	53,522	50,135	-	3,387	3,387	9,144		(5,757)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	23,100	11,100	-	12,000	12,000	12,000		-
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	-	-	-	-	-	32		(32)
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	467,450	467,450	-	-	-	5,400		(5,400)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	-		37,500
30176100-371000	C1712	ALPHALOOP (ABC)	692,527	692,527	-	-	-	-		-
		subtotal			***$ -***	***$ 4,005,651***	***$ 4,005,651***	***$ 136,578***		***$ 3,869,073***
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			$ 2,500,000	$ 6,101,350	$ 8,601,350	$ -		$ 8,601,350
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,439,800	-	11,439,800	4,766,583		6,673,217
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	(84,771)		84,771
30190200-361000		INTEREST EARNINGS			155,000	-	155,000	62,453		92,547
		subtotal			***$ 14,094,800***	***$ 6,101,350***	***$ 20,196,150***	***$ 4,744,265***		***$ 15,451,885***
		Total			**$ 14,094,800**	**$ 10,107,001**	**$ 24,201,801**	**$ 4,880,843**		**$ 19,320,958**
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 November 30, 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	$ 789	$ 6,550	$ 1,403
		subtotal			***$ -***	***$ 8,742***	***$ 8,742***	***$ 789***	***$ 6,550***	***$ 1,403***
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,002	189,138	$ -	$ 110,864	$ 110,864	$ -	$ 110,864	$ -
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	48,284	-	1,717	1,717	805	912	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	41,202	128,585	350,995
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	-	164,829	104,987
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	50,000	-	50,000	-	-	50,000
		subtotal			***$ 500,000***	***$ 1,321,600***	***$ 1,821,600***	***$ 54,507***	***$ 651,871***	***$ 1,115,222***
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***	***$ -***
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	-	267,420	25,001
30131150-542200	C1241	FLEET - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	-	-	2,353,251
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,924	1,140,581	263,000	110,343	373,343	119,588	65,384	188,370
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	102,143	216,693
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,059	129,485	220,000	50,574	270,574	-	254,808	15,766
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

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of November 30, 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
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,000	-	2,250,000	-	2,250,000	4,579	-	2,245,421
30131150-542100	C2302	ALL TERRAIN VEHICLES	11,310	-	11,310	-	11,310	10,692	-	618
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,500	-	449,500	-	449,500	-	-	449,500
		subtotal			***$ 4,868,810***	***$ 3,257,038***	***$ 8,125,848***	***$ 203,711***	***$ 892,640***	***$ 7,029,497***
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	28,324	60,205	133,705
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	479,543	207,186	-	272,357	272,357	5,139	9,492	257,726
30141100-541410	C1207	BRIDGE MAINTENANCE	665,212	377,330	200,000	87,882	287,882	-	29,158	258,724
30141100-541410	C1215	STRIPING & SIGNAGE	2,014,664	1,814,664	200,000	-	200,000	96,743	-	103,257
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	19,060	18,719	82,991
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	56,998	8,344	47,053
30141100-541410	C1219	MILLING AND RESURFACING	24,017,759	21,564,565	1,000,000	1,453,194	2,453,194	191,595	2,137,247	124,353
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	987,078	887,078	100,000	-	100,000	25,460	12,834	61,706
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	24,524	56,403	67,915
30141100-542200	C1223	FLEET REPLACEMENT	1,469,452	1,091,468	195,000	182,984	377,984	76,655	299,656	1,673
30141100-541300	C1229	FACILITY ROOF REPLACEMENT			-	-	-	-	-	-
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,222,771	817,220	100,000	305,551	405,551	206,103	47,923	151,526
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,373	173,446	36,000	7,927	43,927	-	25,374	18,553
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	450,001	299,856	100,000	50,145	150,145	70,848	78,872	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
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	1,540	-	100,236
30141100-541300	C2003	HVAC REPLACEMENTS	292,002	227,797	62,000	2,205	64,205	35,870	2,674	25,661
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	5,510	-	86,655
30141100-541410	C2048	STREETLIGHT MAINTENANCE	269,079	104,108	80,000	84,971	164,971	36,111	38,133	90,727

CITY OF ALPHARETTA

Financial Management Reports
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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
30141100-541500	C2050	REC FACILITY MAINTENANCE	120,000	46,645	30,000	43,355	73,355	12,395	4,370	56,590
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	145,351	36,582	100,000	8,769	108,769	1,775	27,500	79,494
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	20,582	24,301	15,959
30141100-541410	C2209	SCRAMBLE INTERSECTION	27,248	-	-	27,248	27,248	-	27,248	1
30141100-541410	C2238	DAVIS DR WATER (COUNTY)	364,488	-	-	364,488	364,488	171,695	192,793	-
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	285,000	-	-	285,000	285,000	10,071	26,787	248,142
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	247,403	-	-	247,403	247,403	-	-	247,403
		subtotal			***$ 2,823,000***	***$ 4,452,200***	***$ 7,275,200***	***$ 1,100,807***	***$ 3,644,867***	***$ 2,529,526***
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	1,014,966	464,966	$ 550,000	$ -	$ 550,000	$ -	$ 502,937	$ 47,063
30161150-541200	C1210	TREE REMOVAL			150,000	-	150,000	149,265	735	-
30161150-541500	C1221	DESIGN SERVICES	214,224	186,473	20,000	7,751	27,751	5,532	3,560	18,659
30161150-541300	C1229	FACILITY ROOF REPAIR	494,741	-	700,000	(205,259)	494,741	303,291	191,450	-
30161150-542200	C1232	FLEET	352,578	72,130	120,000	160,448	280,448	60,585	99,863	120,000
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	799,218	699,218	100,000	-	100,000	24,561	28,871	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	18,185	8,096	510,295
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	830,877	521,159	300,000	9,718	309,718	197,408	4,500	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	32,550	13,950	14,500
30161150-521200	C1926	NORTHSIDE MOU (PARKS)	11,400	-	-	11,400	11,400	-	11,400	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	134,903	117,657	-	17,246	17,246	708	-	16,538
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	53,526	35,170	-	18,356	18,356	6,187	11,600	569
30161150-541500	C2010	PARK ENHANCEMENTS	610,179	465,437	125,000	19,742	144,742	77,787	25,299	41,656
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	-	250,000	-	250,000	-	29,500	220,500
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

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Financial Management Reports
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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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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	C2202	ATHLETIC COURTS RESURFACING	98,433	58,433	40,000	-	40,000	-	9,935	30,065
30161150-541500	C2245	WILL PARK MAINTENANCE FACILITY	116,001	766	-	115,235	115,235	8,000	72,004	35,231
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	-	-	-	-	-	-	-	-
		subtotal			***$ 2,940,000***	***$ 756,715***	***$ 3,696,715***	***$ 884,413***	***$ 1,013,700***	***$ 1,798,602***
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	15,000	30,140	-
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	58,732	-	1,268
30174150-541410	C1603	DESIGN SERVICES	526,003	376,257	40,000	109,746	149,746	19,150	79,687	50,909
30174150-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	78,500	52,670	-	25,830	25,830	21,050	4,780	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	8,800	17,600	-
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	-	-	60,000	60,000	-	-	60,000
		subtotal			***$ 100,000***	***$ 620,374***	***$ 720,374***	***$ 122,731***	***$ 132,207***	***$ 465,436***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 2,645,490	$ (416,368)	$ 2,229,122	$ -	$ -	$ 2,229,122
30190200-579011		GRANTS UNDER REVIEW			-	-	-	-	-	-
		subtotal			***$ 2,645,490***	***$ (416,368)***	***$ 2,229,122***	***$ -***	***$ -***	***$ 2,229,122***
		Total			**$ 14,094,800**	**$ 10,107,001**	**$ 24,201,801**	**$ 2,366,959**	**$ 6,348,534**	**15,486,308**

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Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of November 30, 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			$ -	$ -	$ -	$ 15,474		$ (15,474)
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	(22,300)		22,300
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	1,750,000		2,450,000
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
	subtotal			***$ 4,200,000***	***$ 1,716,691***	***$ 5,916,691***	***$ 1,743,174***		***$ 4,173,517***
	Total			**$ 4,200,000**	**$ 1,721,187**	**$ 5,921,187**	**$ 1,747,670**		**$ 4,173,517**
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	$ 150,000	$ 226,493	$ 376,493	$ 69,502	$ 28,989	$ 278,003
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	11,429,215	6,438,340	3,930,000	1,060,875	4,990,875	141,291	1,107,821	3,741,763
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	11,631	72,014	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,000	150,800	-	99,200	99,200	61,525	23,200	14,475
	subtotal			***$ 4,200,000***	***$ 1,648,324***	***$ 5,848,324***	***$ 304,149***	***$ 1,232,024***	***$ 4,312,152***
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**	**$ 304,149**	**$ 1,232,024**	**$ 4,385,015**

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Financial Management Reports
Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
As of November 30, 2022

		Project Snapshot: FY2017 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	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	191,471		4,007,529
	Total			**$ -**	**$ 4,199,000**	**$ 4,199,000**	**$ 191,471**		**$ 4,007,529**
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,176,000	1,175,955	$ -	$ 45	$ 45	$ 4	$ -	$ 41
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	939,002	-	1,205,508	1,205,508	35,033	1,170,476	-
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	269,139	-	1,054,862	1,054,862	195,443	85,226	774,193
	subtotal			***$ -***	***$ 2,260,415***	***$ 2,260,415***	***$ 230,480***	***$ 1,255,701***	***$ 774,234***
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	2,000,000.00	61,415	$ -	$ 1,938,585	$ 1,938,585	$ 1,108	$ 24,996	$ 1,912,481
	subtotal			***$ -***	***$ 1,938,585***	***$ 1,938,585***	***$ 1,108***	***$ 24,996***	***$ 1,912,481***
	Total			**$ -**	**$ 4,199,000**	**$ 4,199,000**	**$ 231,588**	**$ 1,280,697**	**$ 2,686,715**

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 November 30, 2022

			Project Snapshot: FY2017 - FY2022		FY 2023					
Account #		Project	Total Project Authorization	Prior Year Actuals	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			-	-	-	15,336		(15,336)
		subtotal			***$ -***	***$ 298,370***	***$ 298,370***	***$ 15,336***		***$ 283,034***
		Total			**$ -**	**$ 298,370**	**$ 298,370**	**$ 15,336**		**$ 283,034**
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR	14,651,644	14,651,644	$ -	$ -	$ -	$ -	$ -	$ -
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	3,773,587	3,773,587	-	-	-	-	-	-
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	9,872,926	9,872,926	-	-	-	-	-	-
31741100-541420	C1712	ALPHALOOP	449,253	359,043	-	90,210	90,210	71,326	18,883	0
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT	299,137	299,137	-	-	-	-	-	-
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,628	308,128	-	500	500	-	-	500
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS	920,441	920,441	-	-	-	-	-	-
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS	921,718	921,718	-	-	-	-	-	-
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	-
31741100-579000		PW RESERVE	-	-	-	-	-	-	-	-
31761150-579000		PARKS RESERVE	17,682	-	-	17,682	17,682	-	-	17,682
		Total			**$ -**	**$ 298,370**	**$ 298,370**	**$ 222,075**	**$ 53,133**	**$ 23,161**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of November 30, 2022

			Project Snapshot: FY2017 - FY2022		FY 2023					
Account #		Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
31890200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 307,686		$ (307,686)
3180200-393310		BOND PROCEEDS			-	-	-	-		-
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***	***$ 307,686***		***$ 28,968,313***
		Total			**$ -**	**$ 29,275,999**	**$ 29,275,999**	**$ 307,686**		**$ 28,968,313**
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	68,193	3,170	4,916,973
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	23,022	6,270	5,516,977
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	20,690	316,560	2,886,998
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	10,715	347,185	2,621,930
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	3,463	10,388	1,969,430
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	50,000	278,634	-
31890200-579000		PARKS RESERVE	62,055	-	-	62,055	62,055	-	-	62,055
31890200-584000		DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
		Total			**$ -**	**$ 29,275,999**	**$ 29,275,999**	**$ 180,418**	**$ 962,985**	**$ 28,132,595**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of November 30, 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	$ 37,289,778	$ 41,589,778			$ 41,589,778
33541100-361000		INTEREST EARNINGS			-	-	-	446,971		(446,971)
		Total			**$ 4,300,000**	**$ 37,289,778**	**$ 41,589,778**	**$ 446,971**		**$ 41,142,807**
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	$ 2,000,000	$ -	$ 2,000,000	$ 1,027,333	$ 972,667	$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	140,756	-	4,885,658	4,885,658	52,000	-	4,833,658
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	30,331	1,624,479	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	10,228	(10,228)
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	860,986	-	15,403	15,403	5,545	9,857	1
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,990	1,263,692	-	164,298	164,298	164,297	-	1
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	14,772	1,151	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)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	176,397	61,539	5,707,907
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	438,830	-	16,527,620
3541100-541420	C2305	ALPHALOOP-(OMP - NORTHWINDS	825,000	-	-	825,000	825,000	-	825,000	-
33590200-579000		CONTINGENCY			-	384,079	384,079	-	-	384,079
		Total			**$ 4,300,000**	**$ 37,289,778**	**$ 41,589,778**	**$ 1,909,505**	**$ 7,930,242**	**$ 31,750,031**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of November 30, 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 II			$ -	$ 48,335,327	$ 48,335,327	$ 4,799,276		$ 43,536,051
33641100-361000		INTEREST EARNINGS			-	-	-	51,277		(51,277)
33690200-395000		CARRYFORWARD FUND BALANCE			-	3,648,408	3,648,408	-		3,648,408
		Total			**$ -**	**$ 51,983,735**	**$ 51,983,735**	**$ 4,850,553**		**$ 47,133,182**
Expenditures										
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	2,400	$ -	$ 6,497,600	$ 6,497,600	$ 3,065	$ -	$ 6,494,535
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,000	13,873	-	12,986,127	12,986,127	104,008	23,450	12,858,669
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	-	-	10,000,000	10,000,000	-	738,300	9,261,700
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	113,037	18,537	-	94,500	94,500	78,503	15,997	-
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	-	154,675	193,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,000	1,161	-	748,839	748,839	-	117,539	631,300
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,000	12,349	-	3,987,651	3,987,651	95,916	536,894	3,354,841
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	149,401	-	-	149,401	149,401	121,520	27,881	0
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	-	-	146,000	146,000	109,161	36,839	-
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	39,540	11,565,839	394,210
		Total			**$ -**	**$ 51,983,735**	**$ 51,983,735**	**$ 551,712**	**$ 13,429,714**	**$ 38,002,309**

CITY OF ALPHARETTA

Financial Management Reports

Special Revenue Funds

Impact Fee Fund (Fund 270; life-to-date for active projects)

As of November 30, 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	$ 80,870		$ 119,130
27074110-341323		IMPACT FEES RECREATION & PARKS			350,000	34,089	384,089	144,058		240,031
27074110-341324		IMPACT FEES PUBLIC SAFETY			-	-	-	7,428		(7,428)
27074110-395000		CARRYFORWARD FUND BALANCE			1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	(41,376)		41,376
27074110-361000		INTEREST EARNINGS			-	-	-	30,227		(30,227)
		Total			**$ 2,018,690**	**$ 3,468,675**	**$ 5,487,365**	**$ 221,207**		**$ 5,266,158**
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***	***$ 18,690***	***$ -***	***$ 500***
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	75,347	1,464,653	-
		subtotal			***$ -***	***$ 2,954,350***	***$ 2,954,350***	***$ 75,347***	***$ 1,610,203***	***$ 1,268,800***
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	27,480	-	1,972,520
		subtotal			***$ 2,000,000***	***$ 328,634***	***$ 2,328,634***	***$ 27,480***	***$ 21,930***	***$ 2,279,224***

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of November 30, 2022

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	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**	**$ 121,517**	**$ 1,698,853**	**$ 3,666,995**

CITY OF ALPHARETTA

Financial Management Reports

Special Revenue Funds

Hotel/Motel Fund (Fund 275; life-to-date for active projects)

As of November 30, 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	$ 3,308,703		$ 4,191,297
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	(12,500)		12,500
27590150-361000		INTEREST EARNINGS			-	-	-	8,992		(8,992)
		subtotal			***$ 7,500,000***	***$ -***	***$ 7,500,000***	***$ 3,305,195***		***$ 4,194,805***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE			$ -	$ 1,143,172	$ 1,143,172	$ -		$ 1,143,172
		subtotal			***$ -***	***$ 1,143,172***	***$ 1,143,172***	***$ -***		***$ 1,143,172***
		Total			**$ 7,500,000**	**$ 1,143,172**	**$ 8,643,172**	**$ 3,305,195**		**$ 5,337,977**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	29,944,535	26,663,285	$ 3,281,250	$ -	$ 3,281,250	$ 1,447,558	$ -	$ 1,833,692
		subtotal			***$ 3,281,250***	***$ -***	***$ 3,281,250***	***$ 1,447,558***	***$ -***	***$ 1,833,692***
City/Other										
27590150-521200		PROFESSIONAL SERVICES	35,655	30,155	$ 5,500	$ -	$ 5,500	$ 2,915	$ -	$ 2,585
27590150-579006		DEBT SERVICE RESERVE	586,022	-	35,537	550,485	586,022		-	586,022
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	26,063,456	23,250,956	2,812,500	-	2,812,500	917,912	-	1,894,588
		subtotal			***$ 2,853,537***	***$ 550,485***	***$ 3,404,022***	***$ 920,827***	***$ -***	***$ 2,483,195***
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	204,357	71,691	7,270
27590150-541500	C2245	WILLS PRK MAINTENANCE FACILITY	309,370	-	-	309,370	309,370	205,000	104,369	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	357,606	-	357,607
		subtotal			***$ 1,365,213***	***$ 592,687***	***$ 1,957,900***	***$ 766,963***	***$ 176,060***	***$ 1,014,877***
		Total			**$ 7,500,000**	**$ 1,143,172**	**$ 8,643,172**	**$ 3,135,348**	**$ 176,060**	**$ 5,331,764**

OTHER REPORTS

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended November 30, 2022

Vendor	Description	Department	$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 12,855.01
ADRENALIN POWERSPORT	ALL TERRAIN VEHICLES	Public Safety	$ 23,502.85
ALLAN VIGIL FORD	FLEET ADDITIONS, NEW TRUCK	Rec., Parks & Cultural Services	$ 27,062.00
ALLIED PAVING	PAVING/RESURFACING, STREET (MAJOR AND RESIDENTIAL)	Public Works	$ 1,550,510.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	$ 407,260.22
ALPHARETTA	SEPTEMBER FY23 OCCUPANCY TAX	General Government	$ 327,061.34
ALPHARETTA	HOTEL/MOTEL OCCUPANCY TAX ALLOCATION FOR NOV 2022	General Government	$ 378,993.39
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 33,562.50
ANIMAL CONTROL	ANIMAL TRAPPING SERVICES	Public Works	$ 21,053.01
APPLIED RESEARCH ASSOCIATES, INC.	MILLING AND RESURFACING	Public Works	$ 47,431.50
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E911)	Public Safety	$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E911)	Public Safety	$ 19,032.90
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Public Works	$ 17,270.24
AXON ENTERPRISES	WEAPON MAINTENANCE AND REPAIR	Public Safety	$ 100,800.00
BUTCH THOMPSON	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	$ 26,207.41
CAPITAL CITY ELECTRICAL SERVICES, LLC	STREETLIGHT MAINTENANCE	Public Works	$ 7,221.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Various Departments	$ 6,216.21
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 30,600.01
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 19,294.10
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 11,000.00
CITY OF MILTON	LEASE-COURTROOM IGA-NOVEMBER 2022	Municipal Court	$ 6,775.00
COLUMBIA ENGINEERING	NORTH POINT PKWY IMPROVEMENTS	Community Development	$ 8,598.66
CORPORATE HEALTH	HEALTH CARE SERVICES (NOT OTHERWISE CLASSIFIED)	Finance	$ 55,464.10
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 17,470.58
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 11,522.49
DELL MARKETING LP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 10,503.53
DIX.HITE + PARTNERS	DESIGNING SERVICES UNION HILL PARK	Rec., Parks & Cultural Services	$ 19,940.00
ESIS INC	CLAIMS (WORKERS COMP)	Risk Management	$ 9,751.42
EXCELLERE CONSTRUCTION	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	$ 123,132.42
FORD OF DALTON	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS	Community Development	$ 26,965.00
FULTON COUNTY BOARD OF COMMISSIONERS	MONTHLY REPORTS LVAP	Public Safety	$ 6,325.77

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended November 30, 2022

Vendor	Description	Department	$ Amount
FULTON COUNTY BOARD OF EDUCATION	OCTOBER FUEL INVOICE	General Government	$ 46,030.56
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 7,643.41
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	$ 17,871.76
GARLAND DBS INC	REC & PARK BLDG RE-ROOF	Rec., Parks & Cultural Services	$ 303,291.46
GEORGIA DEPARTMENT OF REVENUE	UNCLAIMED PROPERTY 2022	General Government	$ 15,282.67
GEORGIA GREEN GROUNDS CARE LLC	GROUNDS MAINTENANCE: MOWING, EDGING, PLANTING	Public Works	$ 15,065.83
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	$ 168,542.52
GEORGIA SUPERIOR COURT	MONTHLY REPORTS	Public Safety	$ 25,316.12
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 9,615.85
GONZALES, JUAN	SOLID WASTE COLLECTION FEES	Finance	$ 6,831.26
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	$ 5,430.60
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	$ 5,430.60
GRS RETIREMENT	ACTUARIAL SERVICES AND RETIREMENT PLANNING	General Government	$ 22,500.00
GULF STATES	AMMUNITION	Public Safety	$ 35,987.90
HIGHWAY MARKINGS LLC	STRIPING STREETS, PARKING FACILITIES, LANE DIVISION	Public Works	$ 19,715.00
JARRARD & DAVIS	OCTOBER 2022 SERVICES	Legal Services	$ 123,063.55
JASON ZULAUF	PROPERTY ACQUISITION	Public Works	$ 41,100.00
KIMLEY-HORN & ASSOCIATES	TRAFFIC COUNTING SERVICES	Public Works	$ 14,800.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 28,149.75
MARR TRAFFIC INC	TRAFFIC COUNTING SERVICES	Public Works	$ 8,030.00
METRO TRAFIX LLC	TRAFFIC SIGNAL MAINTENANCE AND REPAIR	Public Works	$ 7,276.68
MOFFATT & NICHOL	PEDESTRIAN BRIDGES (WW PKWY)	Public Works	$ 45,367.86
NATIONAL OFFICE FURNITURE	FURNITURE, OFFICE	Human Resources	$ 5,158.01
PEACE OFFICER'S ANNUITY & BENEFIT FUND	MONTHLY REPORTS	Public Safety	$ 12,878.43
POND & COMPANY	WBR (DESIGN-PROJ MGMT)	Public Works	$ 5,545.00
PRIME CONTRACTORS	WILLS PARK MAINT FACILITY	Various Departments	$ 213,000.00
PSC HOLDINGS-ALPHARETTA LLC	REFUND OF LANDSCAPE MAINT BOND	General Government	$ 45,000.00
RHYTHM N SHOES LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,162.00
RKG ASSOCIATES, INC	ECONOMIC DEVELOPMENT PLAN	Community Development	$ 10,000.00
ROB LORENSON SCULPTURES	ARTS SERVICES (CULTURAL, DESIGN, VISUAL, ETC.)	Rec., Parks & Cultural Services	$ 5,000.00
RUPPERT LANDSCAPE	LANDSCAPING	Public Works	$ 7,081.08

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended November 30, 2022

Vendor	Description	Department	$ Amount
RUSSELL LANDSCAPE	TREE PLANTING & LANDSCPNG IMP	Public Works	$ 74,263.66
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 6,045.00
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 12,400.00
SAWNEE ELECTRIC MEMB	ELECTRICITY UTILITIES	Various Departments	$ 33,352.82
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	$ 44,625.96
SIGNARAMA	SIGNS, WOOD (INCLUDING BLANKS)	Rec., Parks & Cultural Services	$ 7,733.02
SMITH WELCH WEBB & WHITE, LLC	2022 LOST NEGOTIATIONS	Legal Services	$ 10,952.05
SOCCER SHOTS NORTH	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,558.75
SOL CONSTRUCTION LLC	Contract Withholding: 20-016; Retainage payable	General Government	$ 53,964.21
SOUTHERN COMPUTER WAREHOUSE	MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK	Information Technology	$ 10,791.62
SOUTHERN HYDRO VAC	PIPELINE EQUIPMENT MAINTENANCE	Public Works	$ 7,860.00
SOUTHERN HYDRO VAC	PIPELINE EQUIPMENT MAINTENANCE	Various Departments	$ 21,327.50
SUSTAINABLE WATER PLANNING	STORMWATER STUDIES	Public Works	$ 22,090.00
SUSTAINABLE WATER PLANNING	WATER AND SEWER UTILITIES	Various Departments	$ 11,982.78
SUSTAINABLE WATER PLANNING	STORMWATER INSPECTIONS	Public Works	$ 6,113.00
TARGETSOLUTIONS LEARNING LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 7,894.60
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	$ 7,916.67
TEMPLE INC	TRAFFIC CONSULTING	Public Works	$ 5,418.33
TERRAMARK LAND	PEDESTRIAN BRIDGES (WW PKWY)	Public Works	$ 12,160.00
TIOMAN CONSTRUCTION	STRIPING & SIGNAGE	Public Works	$ 8,130.00
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 46,887.73
TRI SCAPES INC	MAINTENANCE CONTRACTS	Rec., Parks & Cultural Services	$ 77,178.50
TRUIST BANK	PCARD LIABILITY	General Government	$ 168,814.74
UTILITY ASSOCIATES	VIDEO CAMERA RECORDERS, DIGITAL TYPE	Public Safety	$ 109,900.00
VERISTOR SYSTEMS INC	APP/DESKTOP VIRTUALIZATION	Information Technology	$ 12,500.00
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 15,405.77
VERIZON WIRELESS	IPHONES AND IPADS	Various Departments	$ 9,079.50
WINDWARD COMMUNITY SERVICES ASSN INC	DAM AND LEVEE CONSTRUCTION, MAINTENANCE, MANAGEMENT	Public Works	$ 36,375.00

CITY OF ALPHARETTA

Financial Management Reports

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

for the month ended November 30, 2022

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000409	WISS JANNEY ELSTNER ASSOC., INC.	PUBLIC WORKS	$ 27,500.00	CITY CTR PARKING GARAGE FIELD ASSESSMENT
23000410	CENTER FOR INTERNET SECURITY, INC.	INFORMATION TECHNOLOGY	$ 34,200.00	CIS ALBERT MD APPLIANCE PRIMARY SENSOR INITIALIZATION
23000412	TD AUTOMOTIVE GROUP LLC	COMMUNITY DEVELOPMENT	$ 26,965.00	2022 FORD ESCAPE AWD
23000413	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 5,425.00	TREE REMOVAL SERVICES AT WINDWARD COMMUNITY PARK
23000416	SAMUEL PAUL TRAGER	HUMAN RESOURCES	$ 8,800.00	COMPENSATION SURVEY
23000426	PREFERRED MULCH LLC	REC., PARKS & CULTURAL SVCS	$ 12,920.00	PLAYGROUND MULCH FOR (3) PLAYGROUNDS
23000430	WINDWARD COMMUNITY SVCS ASSOCIATION	PUBLIC WORKS	$ 36,375.00	RE-LINING OF SPILLWAY FOR WINDWARD DAM
23000438	CAPITAL CITY ELECTRICAL SERVICES, LLC	PUBLIC WORKS	$ 10,940.00	REPLACEMENT (2) STREELIGHT POLES/FIXTURES @ CITY CTR
23000440	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	$ 43,629.50	SEWER/STORM DRAIN CONSTRUCTION AT 303 HOOK STREET
23000441	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	$ 33,339.00	SEWER/STORM DRAIN CONSTRUCTION-MYERS & WENDY HILL
23000442	GULF STATES DISTRIBUTORS INC	PUBLIC SAFETY	$ 35,987.90	AMMUNITION FOR DUTY AND TRAINING
23000446	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 5,760.00	ELECTRICAL SERVICES FOR SEASON OF CELEBRATION
23000447	STRACK, INC.	PUBLIC SAFETY	$ 12,539.30	(10) 3M PELTOR PTT RADIOS AND (10) 3M PELTOR HEADSETS
23000448	DATAWORKS PLUS LLC	PUBLIC SAFETY	$ 12,736.00	(4) MOBILE FINGERPRINT SCANNERS AND VERIZON SERVICE
23000449	ICON VENUE GROUP, LLC	COMMUNITY DEVELOPMENT	$ 50,000.00	CONSULTING SERVICES
23000451	FLOCK GROUP INC	PUBLIC SAFETY	$ 20,000.00	ANNUAL MAINTENANCE ON (10) ORIGINAL FLOCK CAMERAS
23000457	SLAM MECHANICAL LLC	REC., PARKS & CULTURAL SVCS	$ 16,420.12	EMERGENCY WATER LINE REPAIR AT WEBB BRIDGE PARK

City of Alpharetta
Balance Sheet
Governmental Funds
November 30, 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	$ 51,546,818	$ 11,390,801	$ 257,116	$ 47,841	$ 29,431,668	$ 40,229,461	$ 7,980,008	$ 20,868,145	$ 161,751,858
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	5,681,052	-	-	-	-	-	-	-	5,681,052
Other Taxes	54,866	-	-	-	-	-	-	-	54,866
Interest	-	-	-	-	-	-	-	-	-
Accounts		-	-	-	-	-	-	1,238,054	1,238,054
Due from Other Funds	34,968	-	-	-	-	-	-	21,161	56,129
Intergovernmental Receivable	15,143	29,874	-	-	-	-	-	-	45,017
Cash - Restricted	95,135	300,504	-	-	-	-	-	-	395,640
Total Assets	**57,427,984**	**11,721,179**	**257,116**	**47,841**	**29,431,668**	**40,229,461**	**7,980,008**	**22,127,361**	**169,222,617**
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	605,628	342,290	-	6,126	23,403	48,527	1,841	412,339	1,440,152
Retainage Payable	-	183,013	32,256	58,084	5,000	53,691	30,918	73,456	436,418
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct								-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	92,425	-	-	-	-	-	-	-	92,425
Due to Other Funds	-	-	-	-	-	-	-	3,429	3,429
Deferred Revenue	5,773,617	29,874	-	-	-	-	-	5,226,628	11,030,119
Unearned Revenue	626,183	-	-	-	-	-	-	14,667	640,851
Non-Current									
Unclaimed Property	107,393	-	-	-	-	-	-	-	107,393
Claims Payable	41,671	-	-	-	-	-	-	-	41,671
Total Liabilities	**7,246,917**	**555,177**	**32,256**	**64,210**	**28,403**	**102,217**	**32,759**	**5,730,519**	**13,792,457**
Fund Balances:									
Restricted for:									
Capital Projects	-	2,588,346	(1,510,221)	(87,184)	28,378,225	31,812,924	(5,419,981)	3,817,452	59,579,560
Law Enforcement	-	-	-	-	-	-	-	84,911	84,911
Emergency Telephone Activities	-	-	-	-	-	-	-	117,068	117,068
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	4,087,717	4,087,717
Promotion of Tourism	-	-	-	-	-	-	-	352,150	352,150
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	84,103	84,103
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,547,818	-	-	-	-	-	-	-	10,547,818
Encumbrances	3,717,748	6,348,534	1,744,260	53,133	962,985	7,930,242	13,367,230	5,386,340	39,510,472
Remaining 2023 Net Spend	8,079,816	-	-	-	-	-	-	-	8,079,816
Projected Net Surplus/2025 Capital	8,135,685	-	-	-	-	-	-	-	8,135,685
Unallocated	-	2,229,122	(9,179)	17,682	62,055	384,079	-	2,467,103	5,150,862
Total Fund Balances	50,181,067	11,166,002	224,860	(16,369)	29,403,266	40,127,244	7,947,249	16,396,842	155,430,160
Total Liabilities and Fund Balances	**$ 57,427,984**	**$ 11,721,179**	**$ 257,116**	**$ 47,841**	**$ 29,431,668**	**$ 40,229,461**	**$ 7,980,008**	**$ 22,127,361**	**$ 169,222,617**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended November 30, 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	$ 23,649,047	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,641,645	$ 29,290,692
Local Option Sales Tax	7,174,312	-	-	-	-	-	-	-	7,174,312
Transportation SPLOST	-	-	-	-	-	-	4,799,276	-	4,799,276
Other Taxes	7,256,865	-	-	-	-	-	-	3,308,703	10,565,569
Licenses and permits	2,291,160	-	-	-	-	-	-	-	2,291,160
Intergovernmental	50,125	-	829,724	-	-	-	-	231,588	1,111,437
Charges for services	1,819,934	-	-	-	-	-	-	1,314,962	3,134,896
Impact Fees	-	-	-	-	-	-	-	232,356	232,356
Fines/Forfeitures	1,138,093	-	-	-	-	-	-	47,415	1,185,508
Investment earnings (Loss)	101,638	28,517	139	15,336	307,686	446,971	51,277	32,140	983,703
Contributions and Donations	22,799	127,432	-	-	-	-	-	-	150,231
Misc Revenue	41,146	9,077	-	-	-	-	-	-	50,223
Other	-	-	-	-	-	-	-	4,496	4,496
Total revenues	**43,545,119**	**165,026**	**829,863**	**15,336**	**307,686**	**446,971**	**4,850,553**	**10,813,305**	**60,973,859**
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	5,080,558	55,296	-	-	-	-	-	1,450,473	6,586,327
Public safety	15,087,815	203,712	47,394	-	-	-	-	2,433,675	17,772,595
Public works	3,698,128	1,100,807	645,119	222,075	-	1,909,505	551,712	615,834	8,743,180
Economic and community development	1,887,639	122,731	60,932	-	-	-	-	-	2,071,302
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	4,876,478	884,413	-	-	180,419	-	-	449,147	6,390,457
Contingency	2,108	-	-	-	-	-	-	-	2,108
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									-
Principal	-	-	-	-	-	-	-	-	-
Interest	41,820	-	-	-	-	-	-	2,233,146	2,274,966
Other Costs		-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	**30,674,546**	**2,366,959**	**753,445**	**222,075**	**180,419**	**1,909,505**	**551,712**	**7,182,274**	**43,840,935**
Excess (deficiency) of revenues over (under) expenditures	12,870,573	(2,201,932)	76,418	(206,739)	127,266	(1,462,534)	4,298,841	3,631,030	17,132,923
OTHER FINANCING SOURCES (USES)									
Transfers in	917,912	4,766,583	-	-	-	-	-	1,750,000	7,434,496
Transfers out	(6,516,583)	-	-	-	-	-	-	(917,912)	(7,434,496)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	21,045	-	-	-	-	-	-	-	21,045
Sale of non-capital assets	500	-	-	-	-	-	-	-	500
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(5,577,126)	4,766,583	-	-	-	-	-	832,088	21,545
Net change in fund balances	7,293,447	2,564,651	76,418	(206,739)	127,266	(1,462,534)	4,298,841	4,463,118	17,154,468
Fund balances - beginning	**42,887,620**	**8,601,351**	**148,441**	**190,370**	**29,275,999**	**41,589,779**	**3,648,408**	**11,933,724**	**138,275,692**
Fund balances - ending	**$ 50,181,067**	**$ 11,166,002**	**$ 224,860**	**$ (16,369)**	**$ 29,403,266**	**$ 40,127,244**	**$ 7,947,249**	**$ 16,396,842**	**$ 155,430,160**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
November 30, 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	$ 1,718,725	$ 5,053,426	$ 315,158	$ 28,491	$ 155,678	$ 1,541,177	$ 3,992,866	$ 4,880,781	$ 3,181,843	$ 20,868,145
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	1,238,054	-	1,238,054
Intergovernmental Receivable	-	-	-	-	21,161	-	-	-	-	21,161
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**1,718,725**	**5,053,426**	**315,158**	**28,491**	**176,839**	**1,541,177**	**3,992,866**	**6,118,835**	**3,181,843**	**22,127,361**
LIABILITIES										
Accounts Payable	378,993	-	-	-	-	25,445	554	-	7,346	412,339
Retainage Payable	20,500	28,056	-	-	-	-	24,900	-	-	73,456
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	3,429	-	-	-	3,429
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	21,161	-	3,967,413	1,238,054	-	5,226,628
Unearned Revenue	-	-	-	-	-	-	-	14,667	-	14,667
Total Liabilities	**399,493**	**28,056**	**-**	**-**	**21,161**	**28,874**	**3,992,866**	**1,252,721**	**7,346**	**5,730,519**
FUND BALANCES										
Restricted:										
Capital Projects	-	3,208,047	-	-	-	-	(1,280,697)	-	1,890,102	3,817,452
Law Enforcement	-	-	56,420	28,491	-	-	-	-	-	84,911
Promotion of Tourism	352,150	-	-	-	-	-	-	-	-	352,150
Emergency Telephone Activities	-	-	-	-	-	117,068	-	-	-	117,068
Debt Service	-	-	-	-	-	-	-	4,087,717	-	4,087,717
Assigned for: Grant Projects	-	-	-	-		-	-	-	-	-
Grant Projects	-	-	-	-	84,103	-	-	-	-	84,103
Encumbrances	381,060	1,698,853	24,484	-	50,900	738,814	1,280,697	-	1,211,532	5,386,340
Unallocated	586,022	118,471	234,254	-	20,675	656,421	-	778,397	72,863	2,467,103
Total Fund Balances	1,319,231	5,025,370	315,158	28,491	155,678	1,512,303	-	4,866,114	3,174,497	16,396,842
Total Liabilities and Fund Balances	**$ 1,718,725**	**$ 5,053,426**	**$ 315,158**	**$ 28,491**	**$ 176,839**	**$ 1,541,177**	**$ 3,992,866**	**$ 6,118,835**	**$ 3,181,843**	**$ 22,127,361**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended November 30, 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	$ 3,308,703	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 3,308,703
Property tax	-	-	-	-	-	-	-	5,641,645	-	5,641,645
Charges for Service	-	-	-	-	59,523	1,255,439	-	-	-	1,314,962
Impact Fees	-	232,356	-	-	-	-	-	-	-	232,356
Forfeiture Income	-	-	44,583	2,832	-	-	-	-	-	47,415
Intergovernmental	-	-	-	-	-	-	231,588	-	-	231,588
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings (Loss)	2,704	11,255	-	-	257	1,564	-	8,902	7,458	32,140
Other	-	-	-	-	-	-	-	-	4,496	4,496
Total revenues	**3,311,407**	**243,611**	**44,583**	**2,832**	**59,780**	**1,257,003**	**231,588**	**5,650,547**	**11,954**	**10,813,305**
EXPENDITURES:										
Tourism	1,447,558	-	-	-	-	-	-	-	-	1,447,558
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	409,357	27,480	-	-	12,310	-	-	-	-	449,147
Public Safety	-	18,690	32,335	12,408	8,806	2,361,436	-	-	-	2,433,675
Public Works	-	75,347	-	-	-	-	231,588	4,750	304,149	615,834
General Government	2,915	-	-	-	-	-	-	-	-	2,915
Debt Service:	-	-	-	-		-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	357,606	-	-	-	-	-	-	1,875,540	-	2,233,146
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**2,217,436**	**121,517**	**32,335**	**12,408**	**21,116**	**2,361,436**	**231,588**	**1,880,290**	**304,149**	**7,182,274**
Excess (deficiency) of revenues over expenditures	1,093,971	122,094	12,248	(9,576)	38,664	(1,104,434)	-	3,770,258	(292,195)	3,631,030
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(917,912)	-	-	-	-	-	-	-	1,750,000	832,088
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(917,912)	-	-	-	-	-	-	-	1,750,000	832,088
Net change in fund balances	176,059	122,094	12,248	(9,576)	38,664	(1,104,434)	-	3,770,258	1,457,805	4,463,118
Fund balances - beginning	**1,143,173**	**4,903,276**	**302,910**	**38,067**	**117,014**	**2,616,737**	**-**	**1,095,856**	**1,716,692**	**11,933,724**
Fund balances - ending	**$ 1,319,231**	**$ 5,025,370**	**$ 315,158**	**$ 28,491**	**$ 155,678**	**$ 1,512,303**	**$ -**	**$ 4,866,114**	**$ 3,174,497**	**$ 16,396,842**

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
November 30, 2022

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,071,449
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	1,152,214
Prepaid Insurance Expenses	-
Total Current Assets	2,223,663
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	**2,223,663**
LIABILITIES	
Current Liabilities:	
Accounts Payable	8,263
Accounts Payable/ Customer Credit Balances	34,320
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	5,351
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	47,934
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	**47,934**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,175,730
Total Net Assets	2,175,730
Total Liabilities & Net Assets	**$ 2,223,663**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended November 30, 2022

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 3,874,043
Misc Revenue	1,279
Total operating revenues	3,875,322
Operating expenses:	
Administration	5,916,279
Non-departmental	-
Total operating expenses	5,916,279
Operating Gain (loss)	(2,040,957)
Non-operating revenues (expenses):	
Investment earnings (Loss)	(5,882)
Total non-operating revenue (expenses)	(5,882)
Income (loss) before transfers	(2,046,839)
Transfers In	-
Transfers Out	-
Change In Net Assets	(2,046,839)
Total net assets-beginning	**115,976**
Total net assets-ending (net of encumbrances)	**(1,930,863)**
Adjustments to GAAP basis:	
Encumbrances	4,106,593
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 2,175,730**

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of November 30, 2022 (unaudited)

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues						
	99575100-346900	Bond Application Fee	$ 119,750	$ 119,750		$ -
	99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2)	99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	4,652		19,048
		subtotal	***$ 238,450***	***$ 219,402***		***$ 19,048***
(1)	99575100-395000	Carryforward Fund Balance	$ 214,749	$ -		$ 214,749
		subtotal	***$ 214,749***	***$ -***		***$ 214,749***
		Total	**$ 453,199**	**$ 219,402**		**$ 233,797**
Expenditures						
	99575100-571000-C1403	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-544100-C1532	ATC Operational Funds	95,000	47,500	47,500	-
	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	40,000	-	20,000
	99575100-531100	General Supplies & Materials	-	-	-	-
		subtotal	***$ 245,948***	***$ 87,500***	***$ 47,500***	***$ 110,948***
(2)	99575100-522250-C1535	Innovation Center Operations (Facility Repair & Maint.)	$ -	$ -	$ -	$ -
(2)	99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	12,000	2,236	4,500	5,264
(2)	99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	261	-	839
(2)	99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	600	500	-	100
(2)	99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	1,396	-	3,604
(2)	99575100-531230-C1535	Innovation Center Operations (Electricity)	5,000	1,419	-	3,581
		subtotal	***$ 23,700***	***$ 5,813***	***$ 4,500***	***$ 13,387***
	99575100-579000	Reserve	$ 183,551	$ -	$ -	$ 183,551
		Total	**$ 453,199**	**$ 93,313**	**$ 52,000**	**$ 307,886**

(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 November 30, 2022 (unaudited)

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

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**214,749**
Revenues collected to date		219,402
Expenditures incurred to date		(93,313)
Fund Balance	**$**	**340,838**
Fund Balance Allocation:		
Non-Spendable (unspent/remaining project allocations)	$	158,448
Spendable (available for investment by the Board)		182,390
	$	**340,838**

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
November 30, 2022

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	341,930
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**341,930**
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		158,448
Unallocated		182,390
Total Fund Balance		340,838
Total Liabilities & Fund Balance	**$**	**341,930**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended November 30, 2022

	Actual Amounts
Revenues	
Rent/Royalties	$ 4,652
State Grant	-
Fees	119,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	**219,402**
Expenditures	
Economic Development	135,000
Maintenance Contracts	6,736
Donation to private source	-
Utilities - Miscellaneous	3,576
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**145,313**
Excess (deficiency) of revenues over (under) expenditures	74,089
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	74,089
Fund Balance, Beginning of Year	**214,749**
Encumbrances	52,000
Fund Balance, End of Year	**340,838**

THE CITY OF

ALPHARETTA

GEORGIA

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: CU-22-10 FOAMWORKS/11725 COTTON CREEK ENTRY

CITY COUNCIL: DECEMBER 12, 2022

This item was considered at the 11/3/2022 Planning Commission meeting. Staff recommended approval subject to 9 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 7-0

II. RECOMMENDATION:

Approve CU-22-10 Foamworks/11725 Cotton Creek Entry, subject to the following conditions:

1. 'Car wash' shall be added as a conditional use at 11725 Cotton Creek Entry and limited to no more than 4,987 square feet.
2. Conditional use approval shall be limited to Foamworks; no additional 'Car wash' use or subleasing shall be permitted within the approved space.
3. Hours of operation shall be limited to Monday – Sunday 8:00 AM – 8:00 PM.
4. Site shall be redeveloped substantially similar to the site plan prepared by Civilogistics, revised 10/26/2022, except where to comply with the conditions below.
5. Developer shall remove existing impervious areas no longer in use, as depicted on the site plan prepared by Civilogistics, revised 10/26/2022. Areas shall be defined by curbing and shall be maintained as pervious area, as approved by Staff. Existing curb cut on Cotton Mill Place may remain to serve as a by-pass for the car wash.
6. Exterior changes to the building shall be approved by DRB. Conditional use approval is not approval of elevation changes.
7. Minimum 20' landscape strip shall be required along Old Milton Parkway. Parking lot screening (double row of shrubs) shall be required along Old Milton Parkway, Cotton Creek Entry and Cotton Mill Place, as approved by DRB.
8. Property owner shall assess site landscaping and replace missing, dead, or dying landscape material. This assessment shall include monument sign landscape material and installing ornamental planting beds at the corner of Old Milton Parkway and Cotton Creek Entry. New landscape areas, including tree islands, shall be planted with required landscape material, as approved by DRB.
9. Auto detailing stations shall be limited to the areas depicted on the site plan prepared by Civilogistics, revised 10/26/2022. Shade structures shall be limited to the auto detailing stations depicted adjacent to the existing building. Auto detailing stations along Cotton Creek Entry and employee parking along Old Milton Parkway shall be heavily screened, as approved by DRB.

III. REPORT IN BRIEF:

The applicant, Foamworks Alpharetta, LLC, is requesting a conditional use to operate a 'Car Wash' in a 4,987 square foot building, which was formerly used by Autobell Car Wash. The Camden Pond Master Plan requires a conditional use to allow a 'Car Wash' on the subject property. The previous use of the property as a 'Car Wash' was not approved as a conditional use and was therefore a legal, non-conforming use. Since the 'Car Wash' has discontinued operation for 60 or more days, the use may not be re-established without the approval of a conditional use. The subject property is located at 11725 Cotton Creek Entry at the northeast corner of Old Milton Parkway and Cotton Creek Entry.

DISCUSSION:

The submitted request, if approved, would allow Foamworks to operate an automatic 'Car Wash' in a 4,987 square foot building previously used by Autobell Car Wash. The Camden Pond Master Plan requires a conditional use to allow a 'Car Wash' on the subject property. The previous use of the property as a 'Car Wash' was not approved as a conditional use and was a legal, non-conforming use. Since the 'Car Wash' has discontinued operation for 60 or more days, the use may not be re-established without the approval of a

conditional use. The subject property is located at 11725 Cotton Creek Entry at the northeast corner of Old Milton Parkway and Cotton Creek Entry.

The 1.2-acre property was developed as a car wash in 2001, including a 1-story, 5,750 square foot building. Zoning of the property is CUP (Community Unit Plan) subject to the Camden Pond Master Plan. The property is designated 'Mixed Use Office/Commercial Zoning' in the Master Plan, which allows C-2 (General Commercial) permitted uses. A 'Car Wash' is a conditional use in the C-2 district. Surrounding properties are zoned CUP to the west, north, and east, and C-2 to the south. Andy's Frozen Custard is located to the west, an undeveloped property to the north, Old Milton Festival retail center to the east, and Aspen Station Plaza retail center to the south.

Foamworks Auto Spa is a full-service, automatic car wash. Exterior detailing is done by employees in the preparation canopy and in the car wash tunnel. The customer remains in the vehicle as the car goes through the automatic car wash. Interior detailing is completed by the customer at the auto detailing stations. According to the website, Foamworks currently operates five (5) locations in Georgia with ten (10) additional locations opening soon. Existing locations include Macon, Brunswick, Fayetteville, Stockbridge and Vidalia. The applicant proposes to renovate and re-purpose the former Autobell Car Wash. Hours of operation will be Monday – Sunday 8:00 AM – 8:00 PM. The applicant anticipates up to five (5) employees on the property at any given time.

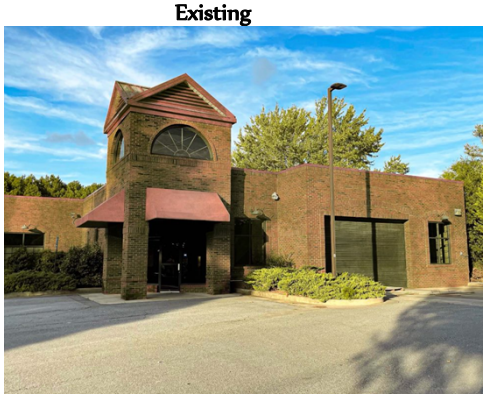
The site plan depicts re-use of the existing car wash building, which includes demolition of the 'Porte Cochere' and 'Detailing Area' on the west side of the building. This represents a reduction in the building area from approximately 5,750 square feet to 4,987 square feet. Access to the car wash will continue from the existing curb cut on Cotton Creek Entry. However, the curb cut on Cotton Mill Place will be limited to a by-pass for customers wishing to exit the car wash lane. Two (2) pay stations are depicted on the north end of the property and a 'Bug Prep Canopy' is proposed at the entrance to the car wash tunnel. Twenty-five (25) auto detail stations with vacuums are proposed along the building and along Cotton Creek Entry.

The Unified Development Code (UDC) requires one (1) parking space per 250 square feet of floor area not used for storage for a car wash. The floor area not used for storage, or the car wash tunnel is approximately 1,000 square feet. Therefore, four (4) parking spaces are required for the proposed car wash. Four (4) dedicated parking spaces are depicted along Old Milton Parkway and an additional 25 spaces are available at auto detailing stations.

RENDERINGS:

The applicant submitted renderings depicting exterior changes to the building. As shown in the photograph and rendering below, the applicant proposes to apply a German Smear to the existing brick building and change out the awnings. German Smear mimics the look of irregular stones and heavy mortar joints. The property is located on Old Milton Parkway, which is a Corridor of Influence requiring Design Review Board (DRB) approval for any exterior changes to the building.

Existing



Proposed

TRAFFIC

The applicant provided a trip generation memorandum, which estimates that the proposed 'Car wash' would generate sixteen (16) AM Peak Hour trips and 78 PM Peak Hour trips (see table below).

Table 1 – Trip Generation for Current and Proposed Development

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
ITE 948- Current or Proposed Automated Car Wash	1 Wash Tunnel	8	8	16	39	39	78	238	238	476

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:The subject property was developed in compliance with site access development standards with two (2) points of access from Cotton Creek Entry and Cotton Mill Place. The applicant proposes to limit the use of the Cotton Mill Place curb cut to a by-pass for the car wash lane. The proposed use and former use of the property are the same.

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 subject property is in compliance with regard to refuse areas, loading and service areas, off-street parking, and buffers and screening. However, landscaping is recommended to screen the auto detailing stations and parking along Old Milton Parkway and Cotton Creek Entry.

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

Response:The proposed use would be compatible with surrounding uses and other locations for this business, which are similarly situated along commercial corridors. In addition, the property was previously used as a 'Car Wash'.

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

Response:Not applicable.

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

Response:The proposed use would be compatible with surrounding uses and other locations for this business, which are similarly situated along commercial corridors. In addition, the property was previously used as a 'Car Wash'.

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

Response:The proposed use would be compatible with surrounding uses and other locations for this business, which are similarly situated along commercial corridors. In addition, the property was previously used as a 'Car Wash'.

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

Response:There are other 'Car Wash' businesses operating in the City. However, the nearest location is in Johns Creek at the Mister Car Wash (11110 State Bridge Road). The nearest location in Alpharetta is Mammoth Car Wash (2145 Old Milton Parkway), which is approximately 2.5 miles to the west of the applicant's site. There are no conflicting uses in the immediate vicinity of the applicant's property.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria for a conditional use. The proposed use would be compatible with surrounding uses and other locations for this business, which are similarly situated along commercial corridors. In addition, the property was previously used as a 'Car Wash'. If approved, conditions are recommended requiring that the auto detailing stations and parking be screened with landscaping, as well as unused impervious areas returned to pervious area.

CITIZEN PARTICIPATION PLAN

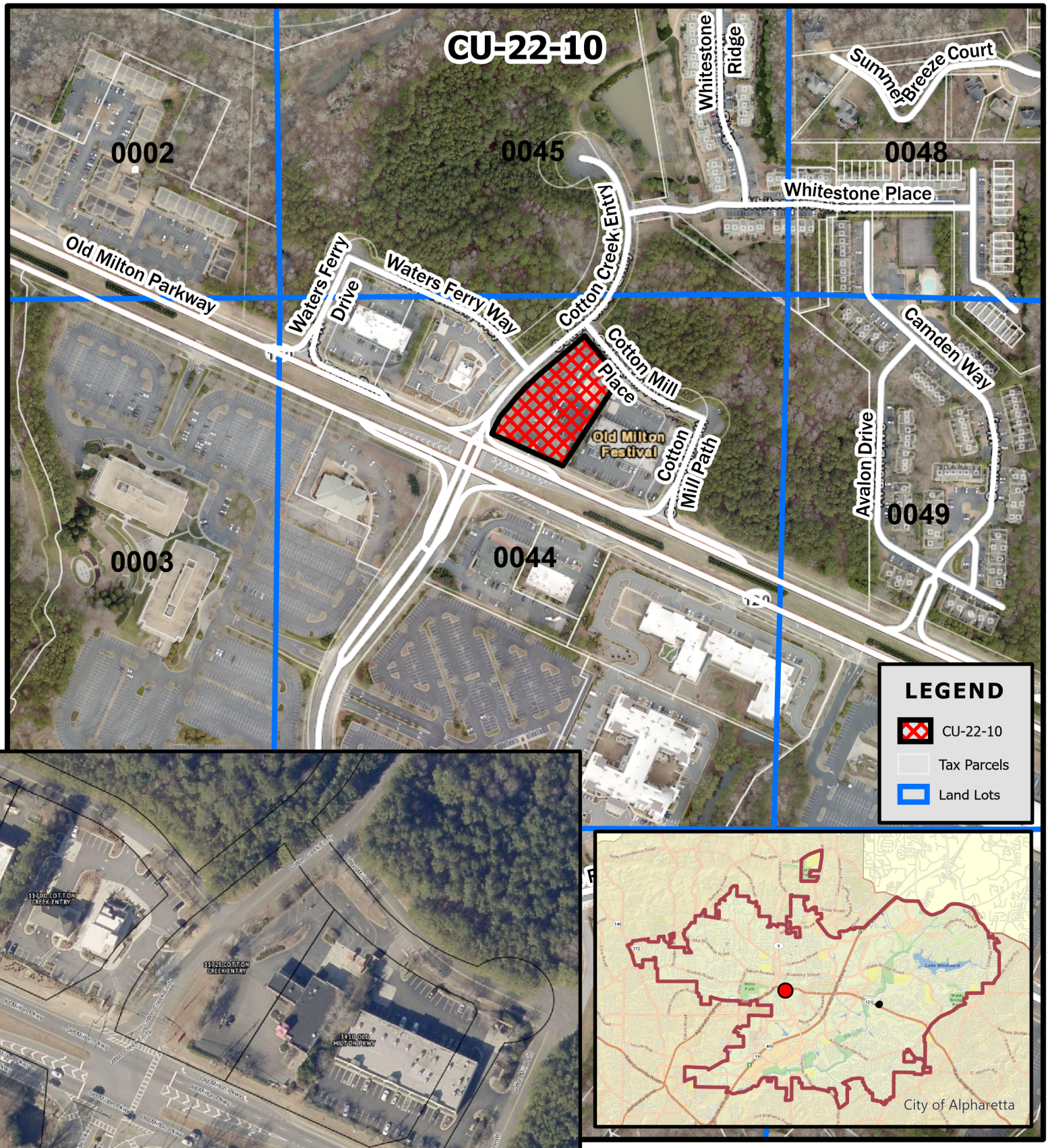
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no public comments have been received other than the questions at the October 12, 2022 Community Zoning Information Meeting (CZIM).

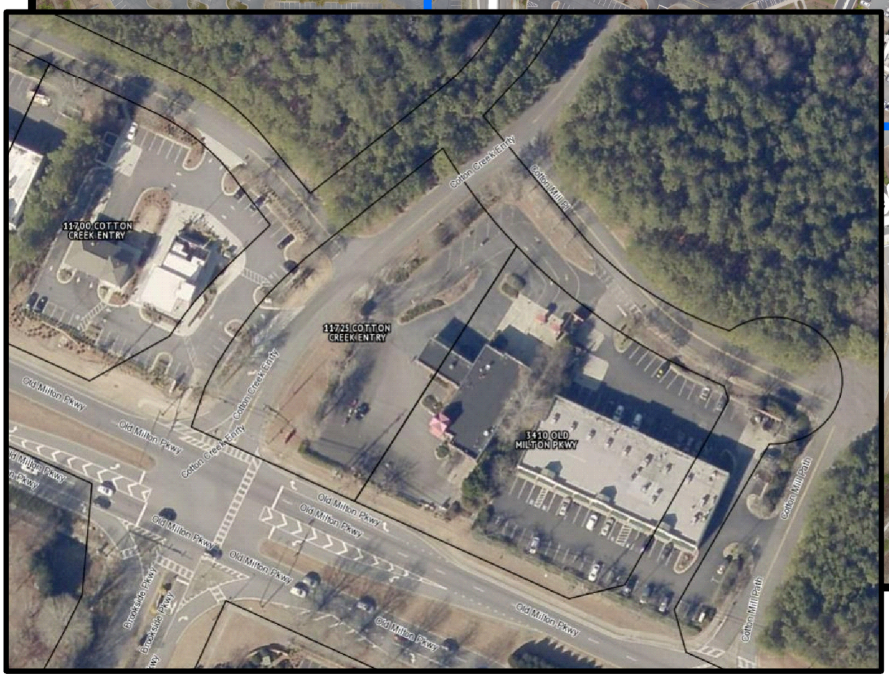
COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on October 12, 2022. There were no public comments on the sign-in sheet. The applicant's citizen participation plan indicates that there was a question about the shared access on Cotton Mill Place.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Site Plan Revised 10.26.22
- Exhibit A - Renderings
- Vacuum Stations
- CZIM Sign In Sheet
- Citizen Participation Form B
- Application



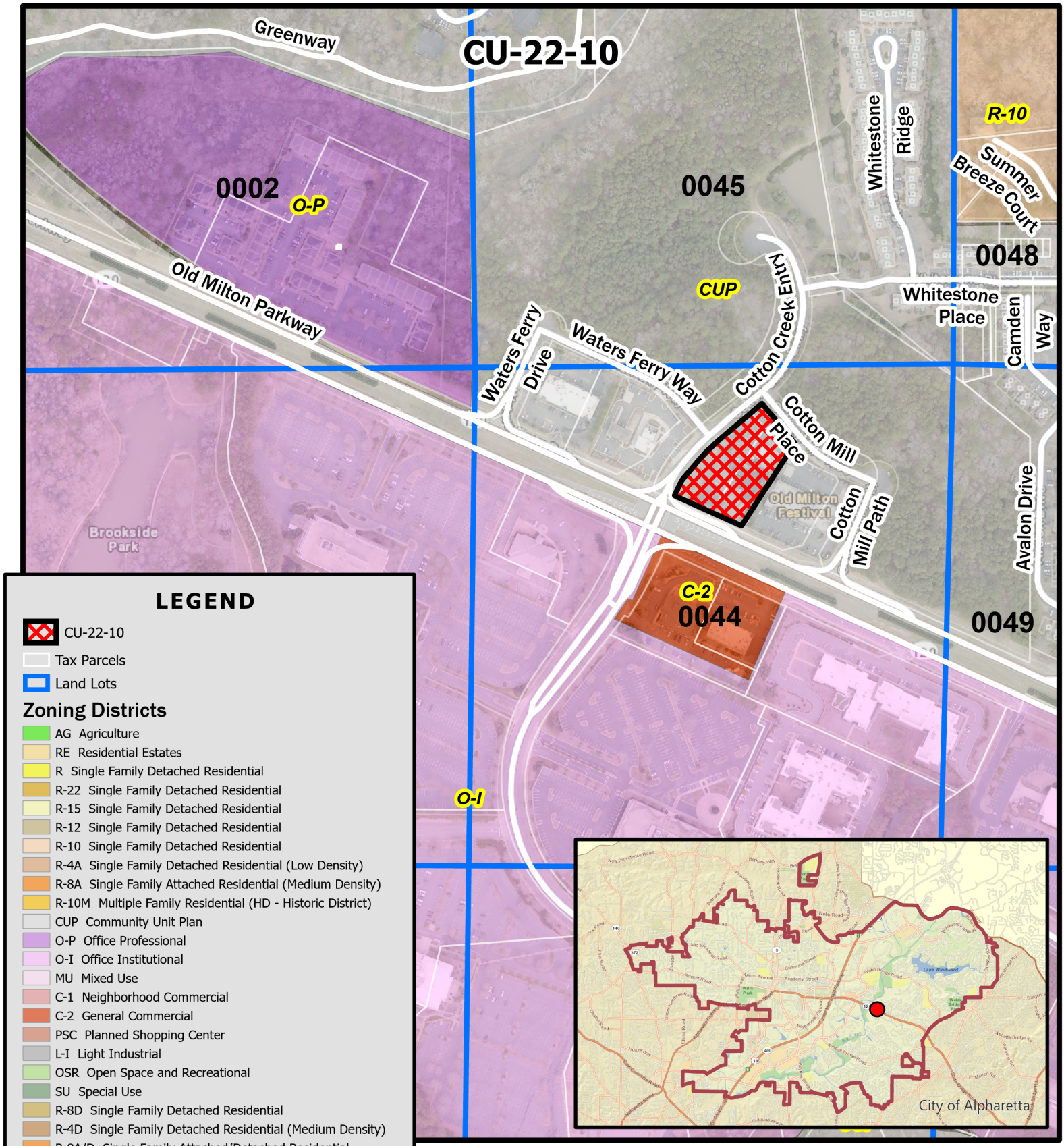


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

Aerial Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

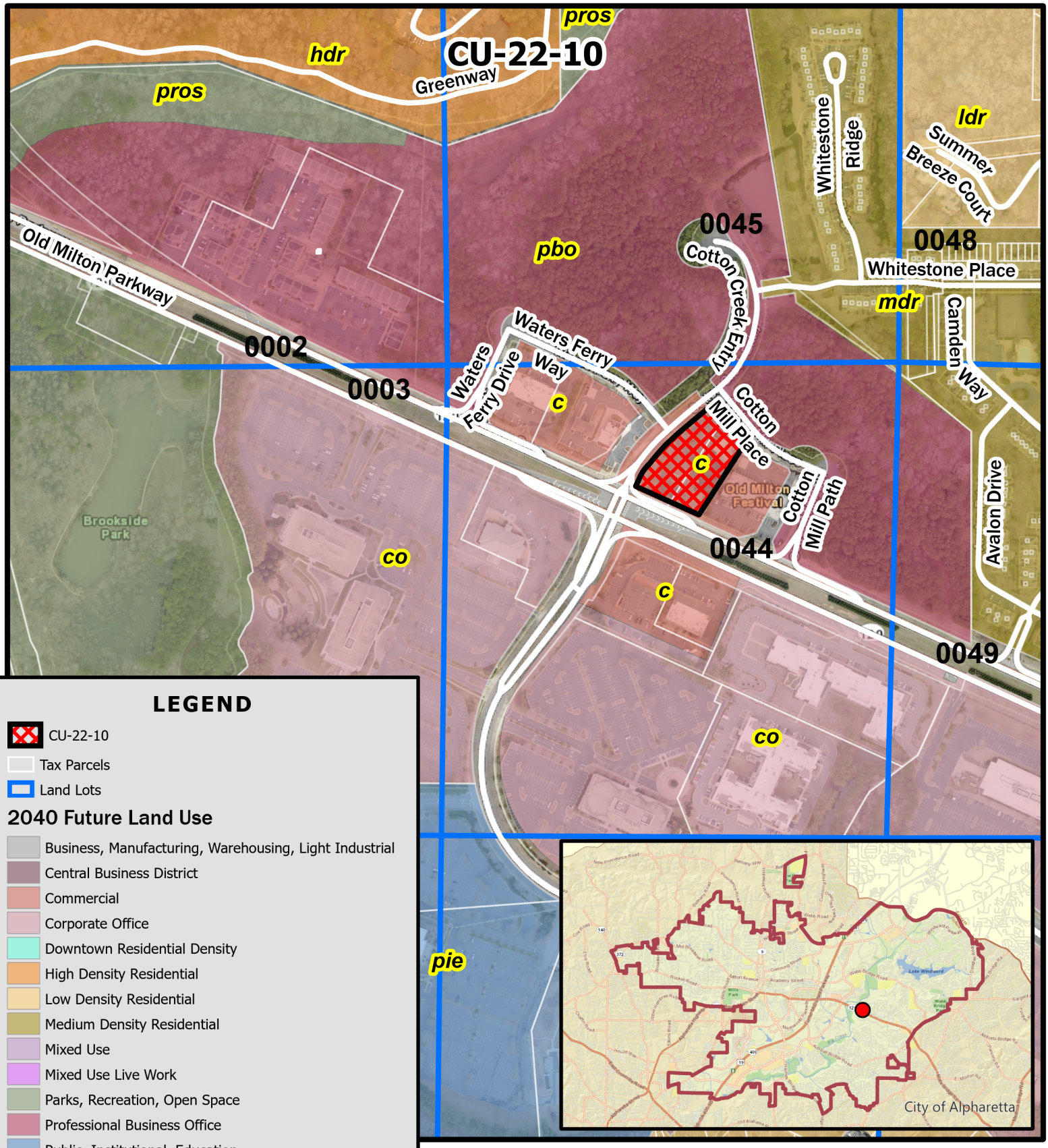


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

Zoning Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- CU-22-10
- Tax Parcels
- Land Lots

2040 Future Land Use

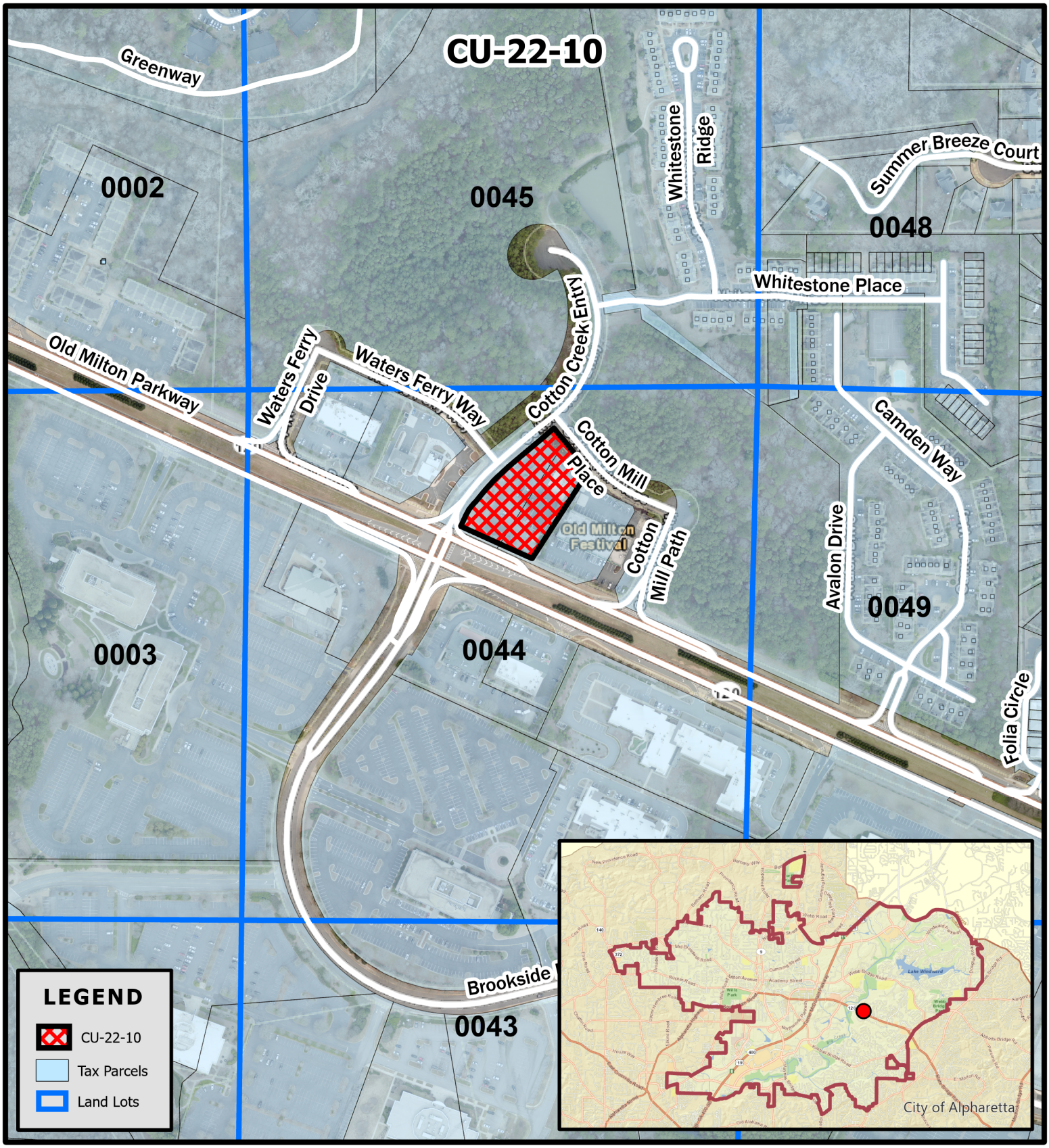
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional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

CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

THE CITY OF ALPHARETTA GEORGIA

Future Land Use Map
Foamworks
11725 Cotton Creek Entry

Location Map Provided by:
Community Development - GIS



CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

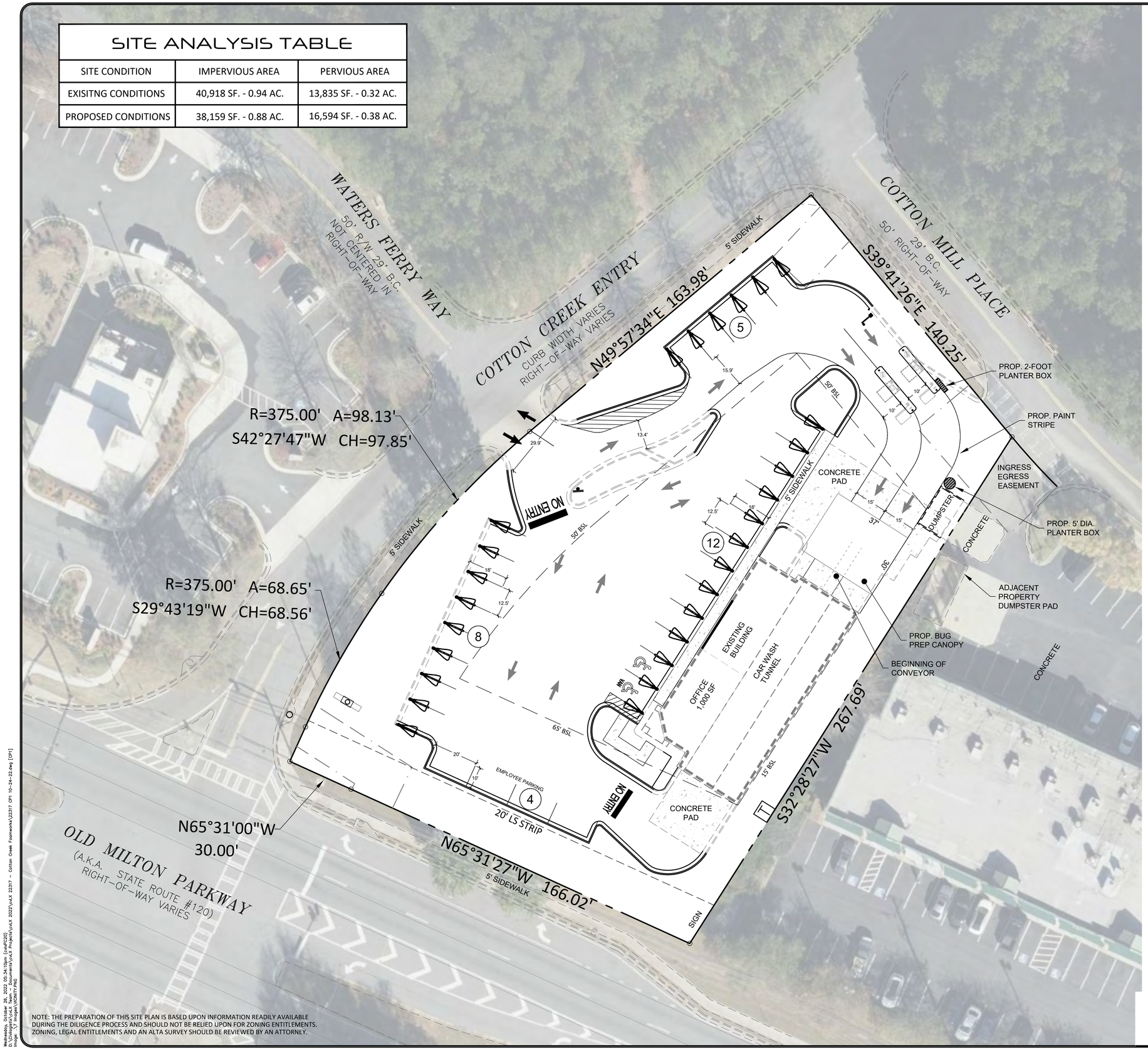
Location Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

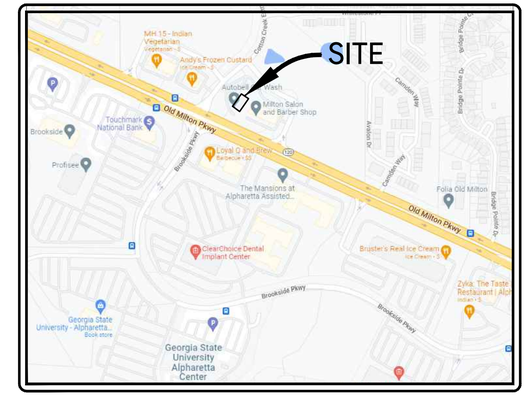
Location Map Provided by:
Community Development - GIS

SITE ANALYSIS TABLE

SITE CONDITION	IMPERVIOUS AREA	PERVIOUS AREA
EXISITNG CONDITIONS	40,918 SF. - 0.94 AC.	13,835 SF. - 0.32 AC.
PROPOSED CONDITIONS	38,159 SF. - 0.88 AC.	16,594 SF. - 0.38 AC.



NOTE: THE PREPARATION OF THIS SITE PLAN IS BASED UPON INFORMATION READILY AVAILABLE DURING THE DILIGENCE PROCESS AND SHOULD NOT BE RELIED UPON FOR ZONING ENTITLEMENTS. ZONING, LEGAL ENTITLEMENTS AND AN ALTA SURVEY SHOULD BE REVIEWED BY AN ATTORNEY.



VICINITY MAP

N

Level 1		
	Existing/Req'	Proposed
Zoning	CUP	-
Use Allowed	yes	-
Use Specific Req'	N/A	-
Flood Zone	Zone X	-
National Wetlands Inventory		
Overlay District		-
Foamworks (total)		4987 SF
Office		1000 SF
Parcel A	-	1.25 AC
Building Setbacks	-	-
Major		65ft
Minor		50ft
Side		15ft
Rear		
Landscape Strips	-	20' Front
Major		
Minor		
Side		
Land Use Buffers		
Environmental Buffers		

Level 2		
	Existing/Req'	Proposed
Parking Ratio	1 per 250sf	1 per 250sf
Parking Spaces		25 Vacs, 4 Empl.
Parking Size		9'x18', 12.5'x18'
Compact Parking %		
Loading Space		n/a
LS - Open Space %		
Minimum Lot Size		
Minimum Frontage		
Adjacent Zoning North		-
Adjacent Zoning South		-
Adjacent Zoning East		-
Adjacent Zoning West		-
Water Sewer Proximity		-
Overlay Requirements		

N

SCALE: 1" = 20'

20 0 20 40 60 FEET

GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

civilogistix
500 SUN VALLEY DRIVE, STE H3, ROSWELL, GA 30076
(404) 594-4403 - civilogistix.com

PRELIMINARY SITE PLAN

COTTON CREEK FOAMWORKS

11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS
1 CITY COMMENTS 10-26-22

Wednesday, October 26, 2022 05:34:10pm (cole#C20)
D:\Civilogistix\v4.X Team - Documents\v4.X Projects\v4.X 2022\v4.X 22317 - Cotton Creek Foamworks\22317 CP1 10-24-22.dwg [CP1]
Image: \\ Images\Water.png

Exhibit A - Renderings

Exhibit A - Renderings

CHEROKEE

PLEASE LIMIT USE
TO 10 MINUTES
FREE VACUUMS
AND TOWELS USE
NO LOUD MUSIC

PLEASE LIMIT USE
TO 10 MINUTES
FOOD VACUUMING
AND TOWEL USE
NO LOUD MUSIC

USED TOWELS
CLEAN TOWELS
PLEASE LIMIT USE TO 10 MINUTES
FREE VACUUMS AND TOWELS USE
NO LOUD MUSIC

Community Zoning Information Meeting (CZIM) October 12, 2022

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

CU-22-10 / Foamworks 11725 Cotton Creek Entry

NAME	ADDRESS	COMMENTS
		No comments

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: CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry

Contact Name: Manny Kaloyannides   Telephone: 404.201.3620

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.

There were no negative comments by attendees. The only questions asked were about the shared point of access/driveway on Cotton Mill Place for the subject parcel and the adjacent parcel to the southwest (which is governed by an Ingress-Egress Easement) and how Foamworks will control the flow of cars to/ from that shared driveway. Once that operational aspect was explained, all attendees were supportive of the application.

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: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX [signature], Mgr   Date: XXXXXXXXXXXXXX XXXXXXXXXXXXXX 8/30/22

/s/ Steven L. Jones   10/13/2022

Print Form

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here
Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	25	25	Postmark with Date of Receipt.
	Postmaster, per *(name of receiving employee)* T. WISE		

UNITED STATES POSTAL SERVICE®
0000

U.S. POSTAGE PAID
ACWORTH, GA
30101
SEP 16, 22
AMOUNT
$12.50
R2305K134284
-09

BROOKSTONE FINANCE UNIT
SEP 16 2022
ACWORTH GA 30101

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	PSC HOLDINGS ALPHARETTA LLC 1520 PASLAY PL LAKE WORTH FL 33462				
2.	COLLEDGE ROAD LLC 2310 HOPEWELL PLANTATION DR ALPHARETTA GA 30004				
3.	CH RETAIL FUND II ATLANTA OLD MILTON FESTIVAL LLC 3819 MAPLE AVE DALLAS TX 75219				
4.	TOUCHMARK NATIONAL BANK 3651 OLD MILTON PKWY ALPHARETTA GA 30005				
5.	BOF II GA BROOKSIDE LLC FIVE CONCOURSE DR SUITE 3100 ATLANTA GA 30328				

6.	**LOYALTY OLD MILTON PROPERTY LLC** 3324 PEACHTREE RD # 3005 ATLANTA GA 30326				

UNITED STATES POSTAL SERVICE®

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Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	25		
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	HWY 120 SENIOR HOLDINGS LLC 171 STONEBRIDGE BLVD EDMOND OK 73013				
2.	JD LD ATLANTA LLC P.O. BOX 7555 REDLANDS CA 92375-0555				
3.	FFI ALPHARETTA IL OWNER LLC 200 W MADISON STE 2650 CHICAGO IL 60606				
4.	SWNC ASPEN STATION LLC 1616 2ND AVE S STE 100 BIRMINGHAM AL 35233				
5.	GOETHE JANET P O BOX 813068 SMYRNA GA 30081				

6.	**PHAM BAO CHI THI & LAM DORA** 2005 WHITESTONE PL ALPHARETTA GA 30005				

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Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	25		
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	XIE BAIPING 10719 VERAWOOD DR RIVERVIEW FL 33579-2145				
2.	BROOKE DANIEL P 2025 WHITESTONE PL ALPHARETTA GA 30005				
3.	BLYTHE GWEN S 2035 WHITESTONE PL ALPHARETTA GA 30005				
4.	AFANASYEVA OLENA 2045 WHITESTONE PL ALPHARETTA GA 30005				
5.	BARNETTE JONATHAN				

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Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	25		
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	ARIAS ASHLEY 2095 WHITESTONE PL ALPHARETTA GA 30005				
2.	MC LEAN ADRIAN A 2085 WHITESTONE PL ALPHARETTA GA 30005				
3.					
4.					
5.					

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Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here ***Postmark with Date of Receipt.***
Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	25		
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	GREENE KAREN M 1020 WHITESTONE RDG ALPHARETTA GA 30005				
2.	ZITTER KAYLA S 1030 WHITESTONE RIDGE ALPHARETTA GA 30005				
3.	ISLAM ABU NURUL P O BOX 2544 WOODSTOCK GA 30188				
4.	MORENO AYALA MARIA DEL CARMEN 2065 WHITESTONE PL ALPHARETTA GA 30005				
5.	YALCIN VOLKAN				

	1000 WHITESTONE RDG ALPHARETTA GA 30005				
6.	**RAGILA SANTOSH K & RAGILA KAMALA NEELIMA** 750 MAYFAIR CT SUWANEE GA 30024-8526				

taylor | english

Taylor English Duma LLP 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339
Main: 770.434.6868 Fax: 770.434.7376 taylorenglish.com

Steven L. Jones | **Partner**
Direct Dial: 678.426.4628
Cell Phone: 404.218.2756
E-mail: sjones@taylorenglish.com

September 1, 2022

VIA EMAIL AND FEDEX

Attn: Michael Woodman
Department of Community Development
City of Alpharetta
2 Park Plaza, Alpharetta, Georgia 30009

RE: City of Alpharetta Public Hearing Application - CUP
11725 Cotton Creek Entry, Alpharetta, Georgia 30009 ("Property")
Letter of Intent

Dear Mr. Woodman,

We represent Foamworks Alpharetta, LLC ("**Foamworks**") in connection with the above-referenced Property and are submitting the attached Public Hearing Application for a Conditional Use Permit.

Foamworks is purchasing the above referenced Property, with the proposed use of operating an automatic car wash. The Property was originally constructed and developed as an automatic car wash. Foamworks would like to continue the historic use of the property, as well as change the on-site flow of traffic to improve on-site operational efficiency and add vacuum stations and canopies.

The factual details regarding the proposed use of the Property is as follows:

Address:	11725 Cotton Creek Entry, Alpharetta, Georgia 30009
Sq. Ft. Building:	5,750 one story brick building
Acres:	1.2 acres
Tax Parcel Number:	11 002000440332
Property Class:	Commercial Lots
Land Use Class:	Car Wash - Automatic
Zoning District:	Community Unit Plan - CUP

Please find enclosed the following:

1. Public Hearing CUP Application
2. Site Plan (Exhibit 1)
3. Legal Description of Subject Property (Exhibit 2)
4. Evidence of Paid Property Taxes (Exhibit 3)
5. Evidence of no outstanding code violations (Exhibit 4)

6. Trip Generation Report (Exhibit 5)
7. Tree Survey and Arborist Plan (Exhibit 6)
8. Disclosure of Campaign Contributions (attached to Application)
9. Public Participation Plan (attached to Application)
10. Owner Affidavit (attached to Application)
11. Disclosure Form (attached to Application)
12. $1,025 Check made payable to City of Alpharetta Department of Community Development

Please contact me with any questions.

Sincerely,

Steven L. Jones

TAYLOR ENGLISH DUMA LLP

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: _____
PH #: _____
☐ Property Taxes & Code Violations Verified
☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Foamworks Alpharetta, LLC C/O Steven L. Jones, Taylor English Duma LLP Telephone: 678.426.4628

Address: 1600 Parkwood Circle Suite: 200

City Atlanta State: GA Zip: 30339 Fax: 770.434.7376

Mobile Tel: 404.218.2756 Email: sjones@taylorenglish.com

Subject Property Information:

Address: 11725 Cotton Creek Entry Current Zoning: CUP

District: 1 Section: 1 Land Lot: 44 Parcel ID: 11 -0020-0044-033-2

Proposed Zoning: CUP Current Use: Car Wash - Automatic

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?

Car Wash - Automatic.

Applicant's Request (Please itemize the proposal):

(1) Improve the aesthetics of the building; (2) Change the on-site flow of traffic to improve on-site operational efficiency; and (3) add vacuum stations and canopies.

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

Operate a class-A automatic auto spa

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Alpharetta (Cotton Creek) CGB GA, LLC Telephone: 205-968-9220

Address: 361 Summit Boulevard Suite: 110

City Birmingham State: AL Zip: 35243 -

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
- ☐ Rezoning
- ☐ Variance
- ☐ Land Use Application
- ☐ Special Use
- ■ Conditional Use
- ☐ Master Plan
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Foamworks Alpharetta, LLC Telephone: 404.201.3620

Address: 1600 Parkwood Circle, Suite 200 Suite:

City Atlanta State: GA Zip: 30339 -

So Sworn and Attested:

Owner Signature: RBZ Date: 8/31/2022

Notary:

Notary Signature: Kristian Hayden Date: 8/31/2022

KRISTIAN HAYDEN
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires October 4th, 2024

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: Foamworks Alpharetta, 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: N/A

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 8/31/2022

Alpharetta Planning Commission Review Criteria

How will this proposal be compatible with surrounding properties?

The adjacent properties are commercial buildings, undeveloped land, residential neighborhoods, and apartment complexes. As such, the proposal will permit a use that is suitable in view of the use and development of the adjacent and nearby property.

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

The proposal will have no adverse effects on the use or usability of the adjacent or nearby properties. Additionally, the historic use of the property is the same as the proposed use of the proposal.

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

While the property may be used in accordance with the existing regulations, not permitting the proposed use would unreasonably limit the use of the property as currently developed and would create a substantial burden to the applicant. Specifically, it would prevent the Applicant from using the Property as currently developed, and the Applicant would be forced to locate the Business elsewhere, at a significant cost.

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

The proposal will not result in an excessive or burdensome increase in population or traffic.

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

The proposal will not result in an excessive or burdensome impact on schools or utilities.

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

The proposal will provide services which meet the daily needs of the community.

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

N/A

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

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: _____

Contact Name: Manny Kaloyannides Telephone: 404.201.3620

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.

CH RETAIL FUND II ATLANTA OLD MILTON FESTIVAL LLC

GOETHE JANET

PSC HOLDINGS ALPHARETTA LLC

LOYALTY OLD MILTON PROPERTY LLC

TOUCHMARK NATIONAL BANK

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.

Individuals can call or email the Applicant with any questions or concerns.

EXHIBIT 1
SITE PLAN

NOTE: THE PREPARATION OF THIS SITE PLAN IS BASED UPON INFORMATION READILY AVAILABLE DURING THE DILIGENCE PROCESS AND SHOULD NOT BE RELIED UPON FOR ZONING ENTITLEMENTS. ZONING, LEGAL ENTITLEMENTS AND AN ALTA SURVEY SHOULD BE REVIEWED BY AN ATTORNEY.

N

SCALE: 1" = 20'

20 0 20 40 60 FEET

GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

civilogistix
500 SUN VALLEY DRIVE, STE H3, ROSWELL, GA 30076
(404) 594-4403 - civilogistix.com

PRELIMINARY SITE PLAN

COTTON CREEK FOAMWORKS

11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS

Tuesday, August 23, 2022 01:00:22pm (CoLX-10)
D:\Civilogistix\CoLX Team - Documents\CoLX Projects\CoLX 2022\CoLX 22317 - Cotton Creek Foamworks\22317 CP1 08-15-22.dwg [_CP1]
Image 1.7 - Image\ \CONSTRUCTION

TITLE EXCEPTIONS

NOTES TO TITLE EXCEPTIONS AS APPEARING IN SCHEDULE B, PART II OF THAT CERTAIN COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 01-21131688-01T, DATED FEBRUARY 13, 2022.

12. RIGHT OF WAY IN FAVOR OF FULTON COUNTY, RECORDED 12/20/1935 IN BOOK 1571, PAGE 446 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

13. RIGHT OF WAY IN FAVOR OF FULTON COUNTY, RECORDED 03/23/1943 IN BOOK 1855, PAGE 443 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

14. RIGHT OF WAY IN FAVOR OF SAWNEE ELECTRIC MEMBERSHIP CORPORATION, RECORDED 12/15/1960 IN BOOK 3647, PAGE 431 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

15. RIGHT OF WAY IN FAVOR OF SAWNEE ELECTRIC MEMBERSHIP CORPORATION, RECORDED 12/15/1960 IN BOOK 3647, PAGE 432 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

16. RIGHT OF WAY IN FAVOR OF SAWNEE ELECTRIC MEMBERSHIP CORPORATION, RECORDED 06/20/1966 IN BOOK 4603, PAGE 545 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

17. RIGHT OF WAY IN FAVOR OF SAWNEE ELECTRIC MEMBERSHIP CORPORATION, RECORDED 04/06/1981 IN BOOK 7811, PAGE 289 OF FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN.

18. RECIPROCAL EASEMENT AGREEMENT, BY AND BETWEEN JANET GOETHE A/K/A M. JANET GOETHE, AND WASHINGTON DEVELOPMENT COMPANY, RECORDED 04/30/1985, IN BOOK 9492, PAGE 19 OF THE FULTON COUNTY RECORDS.

SURVEYOR UNABLE TO DETERMINE WHETHER DOCUMENT AFFECTS THE SUBJECT PROPERTY BASED ON THE INFORMATION CONTAINED THEREIN. DESCRIPTIONS OF THE PROPERTIES SUBJECT TO SAID AGREEMENT ARE NOT PROVIDED.

19 19. ORDER IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION, RECORDED 03/14/1994, IN BOOK 17954, PAGE 67 OF THE FULTON COUNTY RECORDS.

AFFECTS THE SUBJECT PROPERTY AS SHOWN IN APPROXIMATION HEREON.

20. SEWER EASEMENT IN FAVOR OF FULTON COUNTY, RECORDED 01/06/1997, IN BOOK 21997, PAGE 33 OF THE FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

21. EASEMENT AGREEMENT, BY AND BETWEEN M. JANET GOETHE, AND QUIKTRIP CORPORATION, RECORDED 01/03/1997, IN BOOK 22027, PAGE 245 OF THE FULTON COUNTY RECORDS.
NOTE: 1ST AMENDMENT TO EASEMENT AGREEMENT, RECORDED 09/25/1997, AS BOOK 23268, PAGE 343 OF THE FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

22. DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA DUAL EXIT DRIVEWAY AGREEMENT, RECORDED 07/30/1997, IN BOOK 22894, PAGE 330 OF THE FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

23. ROAD EASEMENT AGREEMENT BY AND BETWEEN CANTERBURY COMMUNITIES, INC. AND JANET GOETHE, RECORDED 09/30/1997, IN BOOK 23191, PAGE 317 OF THE FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

24. SIGN AND SLOPE EASEMENT AGREEMENT BY AND BETWEEN CANTERBURY COMMUNITIES, INC AND JANET GOETHE, RECORDED 09/30/1997, IN BOOK 23191, PAGE 322 OF THE FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

25 25. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE ROAD DEDICATION PLAT, AS RECORDED IN PLAT BOOK 198, PAGE 97, RECORDED DATE 12/02/1997 IN FULTON COUNTY RECORDS.

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

26 26. DRAINAGE EASEMENT BY AND BETWEEN JANET GOETHE AND OLD MILTON PROMENADE, LLC, RECORDED 04/27/1998, IN BOOK 24447, PAGE 189 OF THE FULTON COUNTY RECORDS.

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

27. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE ROAD DEDICATION PLAT, AS RECORDED IN PLAT BOOK 202, PAGE 37, RECORDED DATE 08/12/1998 IN FULTON COUNTY RECORDS.

DOES NOT AFFECT THE SUBJECT PROPERTY.

28 28. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED 03/20/2000, IN BOOK 28713, PAGE 26 OF THE FULTON COUNTY RECORDS.

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

29. RIGHT OF WAY IN FAVOR OF SAWNEE ELECTRIC MEMBERSHIP CORPORATION, RECORDED 09/19/2000 IN BOOK 29488, PAGE 370 OF FULTON COUNTY RECORDS.

AFFECTS THE SUBJECT PROPERTY. CANNOT PLOT.

POSSIBLE ENCROACHMENTS

FROM SUBJECT PROPERTY ONTO ADJACENT PROPERTY:
- SUBJECT PROPERTY SIGN ON ADJACENT PROPERTY OF UNKNOWN OWNERSHIP
- TRANSFORMER PAD 0.5' EAST OF EAST ℄

FROM ADJACENT PROPERTY ONTO SUBJECT PROPERTY:
NONE APPARENT

BY UTILITIES OUTSIDE OF EASEMENTS:
- STORM DRAIN FROM OLD MILTON PARKWAY PASSING THROUGH SOUTHWEST CORNER OF THE SUBJECT TRACT

MISCELLANEOUS:
- APPARENT SHARED DUMPSTER WITH ADJACENT PROPERTY, NO AGREEMENT FOUND.

LEGEND

	PROPERTY LINE	INV	INVERT ELEVATION	GM	GAS METER
	LAND LOT LINE	SS	SANITARY SEWER LINE	GV	GAS VALVE
CMF	CONCRETE MONUMENT FOUND	SSMH	SANITARY SEWER MANHOLE	FH	FIRE HYDRANT
IPS	IRON PIN SET	CO	SEWER CLEANOUT	WV	WATER VALVE
IPF	IRON PIN FOUND	GT	GREASE TRAP	W	WATER METER
CTP	CRIMPED-TOP PIPE	DIP	DUCTILE IRON PIPE	FDC	FIRE DEPARTMENT CONNECTION
OTP	OPEN-TOP PIPE	PVC	POLYVINYL CHLORIDE PIPE		IRRIGATION CONTROL VALVE
R/W	RIGHT OF WAY		POWER POLE	W	WATER LINE
POB	POINT OF BEGINNING		LIGHT POLE		TREE LINE
BS	BUILDING SETBACK LINE	E	POWER (TRANSFORMER) BOX		TREE
℄	CENTERLINE		GUY WIRE	M	MONITORING WELL
CI	CURB INLET	PM	POWER METER		BUILDING (FINISHED)
DI	DROP INLET	E	POWER MANHOLE		GUARD RAIL
YI	YARD INLET	OHP	OVERHEAD POWER LINE		RAILROAD TRACKS
DWCB	DOUBLE-WING CATCH BASIN	UGE	UNDERGROUND POWER LINE	X	FENCE LINE
SWCB	SINGLE-WING CATCH BASIN	T	TELEPHONE MANHOLE		CONTOUR
HW	HEADWALL	TP	TELEPHONE PEDESTAL		INDEX CONTOUR
JB	JUNCTION BOX	UT	UNDERGROUND TELEPHONE LINE	×01.2	SPOT ELEVATION
	STORM DRAINAGE PIPE	TV	TELEVISION (CABLE) LINE	FFE	FINISHED FLOOR ELEVATION
CMP	CORRUGATED METAL PIPE	TV	TELEVISION PEDESTAL		CENTERLINE OF STREAM
CPP	CORRUGATED PLASTIC PIPE	TR	TRAFFIC CONTROL BOX		FLOOD LIMITS
RCP	REINFORCED CONCRETE PIPE	G	GAS LINE		CONCRETE

SURVEY LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 44, DISTRICT 1, SECTION 1, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

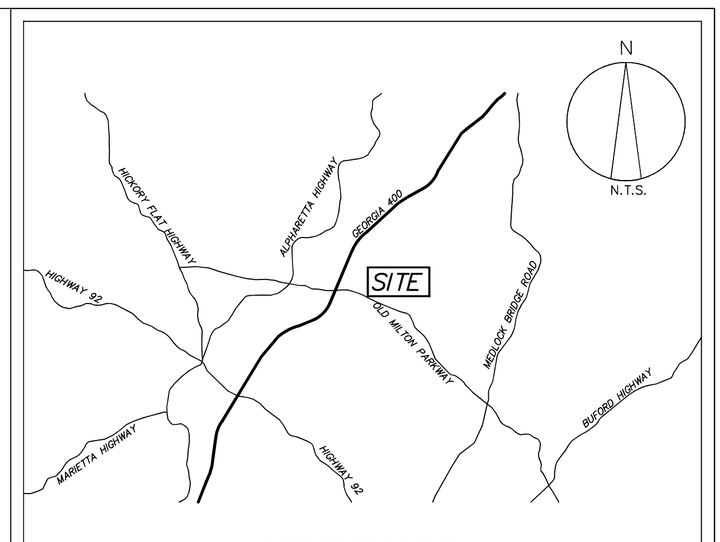
TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY (STATE ROUTE 120, R/W VARIES) WITH THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY (R/W VARES); THENCE TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY SOUTH 65 DEGREES 33 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO A 1/2" REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY NORTH 24 DEGREES 26 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 16.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 63.16 FEET AND A RADIUS OF 345.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 29 DEGREES 40 MINUTES 53 SECONDS EAST A DISTANCE OF 63.07 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 55 DEGREES 04 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY; THENCE TRAVELING ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 98.13 FEET AND A RADIUS OF 375.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 42 DEGREES 25 MINUTES 21 SECONDS EAST A DISTANCE OF 97.85 FEET TO A PK NAIL FOUND; THENCE NORTH 49 DEGREES 55 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 163.98 FEET TO A PK NAIL FOUND AT THE INTERSECTION OF SAID RIGHT OF WAY WITH THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE (50' R/W); THENCE TRAVELING ALONG THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE SOUTH 39 DEGREES 43 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 140.25 FEET TO A PK NAIL FOUND; THENCE LEAVING SAID RIGHT OF WAY SOUTH 32 DEGREES 26 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 267.69 FEET TO A BENT 1/2" REBAR FOUND ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY; THENCE TRAVELING ALONG SAID RIGHT OF WAY NORTH 65 DEGREES 33 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 166.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 1.200 ACRES AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GRLS NO. 3033, DATED MARCH 16, 2022.

RECORD LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 44 OF THE 1ST DISTRICT, SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY (VARIABLE RIGHT OF WAY), WHICH POINT IS LOCATED SOUTH 65 DEGREES 31 MINUTES 27 SECONDS EAST 30.00 FEET FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY WITH THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY (VARIABLE RIGHT OF WAY); RUNNING THENCE NORTH 24 DEGREES 28 MINUTES 39 SECONDS EAST 16.84 FEET TO AN IRON PIN SET; RUNNING THENCE NORTHEASTERLY AN ARC DISTANCE OF 63.16 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 29 DEGREES 43 MINUTES 19 SECONDS EAST 63.07 FEET, RADIUS 345.00 FEET) TO AN IRON PIN SET; RUNNING THENCE NORTH 55 DEGREES 02 MINUTES 01 SECONDS WEST 30.00 FEET TO AN IRON PIN SET ON THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY AN ARC DISTANCE OF 98.13 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 42 DEGREES 27 MINUTES 47 SECONDS EAST 97.85 FEET; RADIUS 375.00 FEET) TO AN IRON PIN SET; RUNNING THENCE NORTH 49 DEGREES 57 MINUTES 34 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY 163.98 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY WITH THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE (50 FOOT RIGHT OF WAY); RUNNING THENCE SOUTH 39 DEGREES 41 MINUTES 26 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE 140.25 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 32 DEGREES 28 MINUTES 27 SECONDS WEST 267.69 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY; RUNNING THENCE NORTH 65 DEGREES 31 MINUTES 27 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY 166.02 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; BEING A TRACT OF 1.200 ACRES AS SHOWN ON SURVEY FOR VINTAGE CAR WASH BY BRUMBELOW-REESE & ASSOC., INC. DATED JUNE 14, 1999.



VICINITY MAP

SURVEY NOTES

1. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

2. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A ONE SECOND TRIMBLE ROBOTIC TOTAL STATION.

3. ALL IPF & IPS ARE ½" REBAR UNLESS NOTED OTHERWISE.

4. INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON THE LOCATION OF VISIBLE APPURTENANCES AND ON FLAGS AND/OR PAINT PLACED BY OTHERS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES SHOWN HEREON, PER GEORGIA LAW.

5. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DIMENSIONS.

SURVEY DATA

1. THE PRECISION OF THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS VERIFIED WITH REDUNDANT LINEAR MEASUREMENTS. THE CALCULATED POSITIONAL TOLERANCE IS LESS THAN 0.07' PER POINT. THE FIELD DATA HAS BEEN ADJUSTED USING LEAST SQUARES.

2. THE BEARINGS SHOWN HEREON ARE BASED ON ANGLES TURNED AND ARE REFERENCED TO GRID NORTH VIA RTN GPS OBSERVATIONS.
HORIZONTAL DATUM: NAD83/GEORGIA WEST ZONE.

3. THE TOPOGRAPHY SHOWN HEREON WAS PRODUCED FROM A GROUND SURVEY.
CONTOUR INTERVAL: 1 FT.
VERTICAL DATUM: NAVD88 VIA RTN GPS OBSERVATIONS.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 175,082 FEET.

5. NO PORTION OF THIS PROPERTY LIES WITHIN THE 100 YEAR FLOOD PLAIN, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 13121C0059F, EFFECTIVE DATE OF 9/18/2013.

NOTES

1. THE PROPERTY SHOWN HEREON IS THE SAME PROPERTY DESCRIBED IN THAT CERTAIN COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 01-21131688-01T, DATED FEBRUARY 13, 2022.

2. THERE IS NO VISIBLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS ON THIS SITE.

3. THERE IS NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK REPAIRS OR CONSTRUCTION IN THE PUBLIC RIGHT OF WAYS ADJACENT TO THIS SITE.

4. NUMBER OF MARKED PARKING SPACES: 6 INCLUDING 1 HANDICAP

5. PROPERTY ADDRESS: 11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

6. THE SUBJECT PROPERTY HAS DIRECT, PHYSICAL ACCESS TO COTTON CREEK ENTRY AND COTTON MILL PLACE, BOTH PUBLICLY MAINTAINED ROADWAYS.

7. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THIS SITE.

8. THE DISTANCE FROM THE POINT OF BEGINNING TO THE INTERSECTION OF THE SOUTHEAST RIGHT OF WAY OF COTTON CREEK ENTRY WITH THE NORTHEAST RIGHT OF WAY OF OLD MILTON PARKWAY IS 30.00 FEET.

ZONING NOTES

PROPERTY ZONING	CUP COMMUNITY UNIT PLAN

ACCORDING TO A LETTER FROM DIANNA WHEELER, COMMUNITY DEVELOPMENT DIRECTOR, DATED JULY 30, 2004, THE MASTER PLAN FOR THIS PROPERTY INDICATES THAT TWO TYPES OF USES ARE ALLOWED: O-I ZONING AND MIXED USED OFFICE/COMMERCIAL ZONING. THE LETTER FURTHER CLARIFIES THAT USES THAT ARE PRESENTLY ALLOWED WITHIN THE C-2 (GENERAL COMMERCIAL) ZONING DISTRICT ARE PERMITTED ON THE SUBJECT PROPERTY.

MINIMUM LOT AREA	NONE
MINIMUM LOT WIDTH	NONE
MINIMUM BUILDING SETBACKS	
FRONT	CONDITIONAL
SIDE	CONDITIONAL
REAR	10 FT.
MAXIMUM BUILDING HEIGHT	40 FT.
MAXIMUM LOT COVERAGE BY PRINCIPAL BUILDING	70%

NO PARKING REQUIREMENTS GIVEN.

ZONING INFORMATION PROVIDED BY CITY OF ALPHARETTA CERTIFICATION OF ZONING DATED FEBRUARY 17, 2022.

THE ZONING SETBACK REQUIREMENTS LISTED ABOVE REQUIRE AN INTERPRETATION BY THE SURVEYOR, AND AS SUCH, ARE NOT GRAPHICALLY DEPICTED HEREON.

INTERPRETATION AND APPLICATION OF ZONING ORDINANCES AND/OR REGULATIONS FALLS UNDER THE PURVIEW OF THE CONTROLLING MUNICIPAL AUTHORITY. AS SUCH, LANDPRO SURVEYING & MAPPING, INC. MAKES NO GUARANTY REGARDING THE ZONING INFORMATION SHOWN HEREON AND/OR HOW IT APPLIES TO THE SUBJECT PROPERTY.

SURVEY CERTIFICATION

TO CGP ACQUISITION & DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY; ALPHARETTA (COTTON CREEK) CGB GA, LLC, A DELAWARE LIMITED LIABILITY COMPANY; BAKER, DONELSON, BEARMAN, CLADWELL & BERKOWITZ, PC; & OLD REPUBLIC NATIONAL 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 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16 & 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03/07/2022. DATE OF PLAT 03/16/2022.

GEORGIA REGISTERED No. 3033 LAND SURVEYOR JAMES H. RADER

_____
JAMES H RADER GEORGIA RLS# 3033

FOAMWORKS ALPHARETTA

0' 20' 40' 60'

REVISION	DATE	PURPOSE
1	04-11-22	ADDRESS COMMENTS
2	08-30-22	REVISE CURRENT OWNER

LANDPRO
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM
INFO@LANDPROSURVEYING.COM

COPYRIGHT 2022

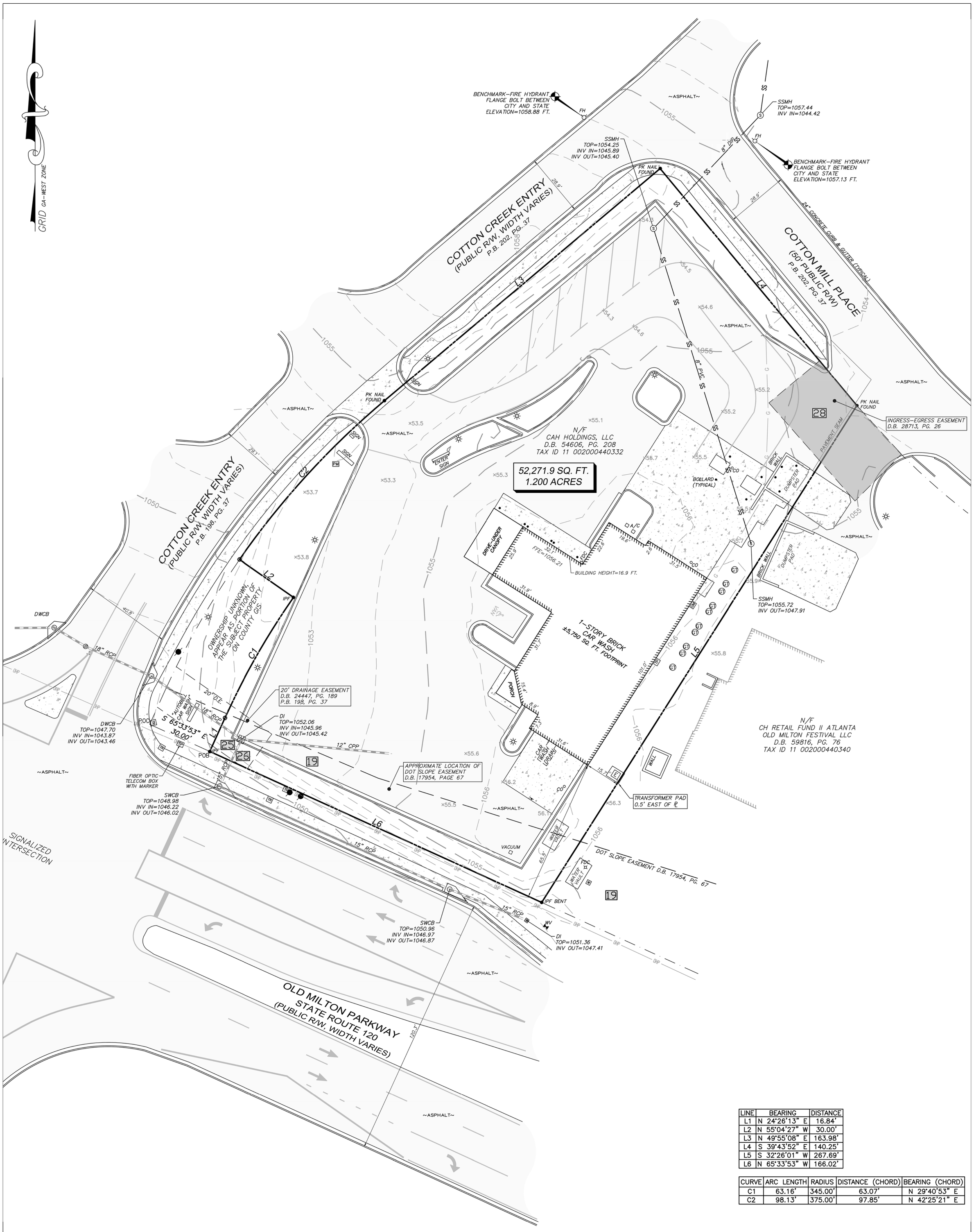
ALTA/NSPS LAND TITLE SURVEY

CGP ACQUISITION & DEVELOPMENT, LLC

CURRENT OWNER: ALPHARETTA COTTON CREEK CGB, LLC

LAND LOT 44, DISTRICT 1, SECTION 1
CITY OF ALPHARETTA, FULTON COUNTY, GA

SCALE	DATE	PROJECT NO.	SHEET
1" = 20'	03/16/22	20220316	1 OF 2



LINE	BEARING	DISTANCE
L1	N 24°26'13" E	16.84'
L2	N 55°04'27" W	30.00'
L3	N 49°55'08" E	163.98'
L4	S 39°43'52" E	140.25'
L5	S 32°26'01" W	267.69'
L6	N 65°33'53" W	166.02'

CURVE	ARC LENGTH	RADIUS	DISTANCE (CHORD)	BEARING (CHORD)
C1	63.16'	345.00'	63.07'	N 29°40'53" E
C2	98.13'	375.00'	97.85'	N 42°25'21" E

GEORGIA REGISTERED No. 3033 LAND SURVEYOR JAMES H. RADER

LEGEND

	PROPERTY LINE	INV	INVERT ELEVATION	GM	GAS METER
	LAND LOT LINE	SS	SANITARY SEWER LINE	GV	GAS VALVE
CMF	CONCRETE MONUMENT FOUND	SSMH	SANITARY SEWER MANHOLE	FH	FIRE HYDRANT
IPS	IRON PIN SET	CO	SEWER CLEANOUT	WV	WATER VALVE
IPF	IRON PIN FOUND	GT	GREASE TRAP	W	WATER METER
CTP	CRIMPED–TOP PIPE	DIP	DUCTILE IRON PIPE	FDC	FIRE DEPARTMENT CONNECTION
OTP	OPEN–TOP PIPE	PVC	POLYVINYL CHLORIDE PIPE		IRRIGATION CONTROL VALVE
R/W	RIGHT OF WAY		POWER POLE	W	WATER LINE
POB	POINT OF BEGINNING		LIGHT POLE		TREE LINE
BSL	BUILDING SETBACK LINE	E	POWER (TRANSFORMER) BOX		TREE
℄	CENTERLINE		GUY WIRE	M	MONITORING WELL
CI	CURB INLET	PM	POWER METER		BUILDING (FINISHED)
DI	DROP INLET	E	POWER MANHOLE		GUARD RAIL
YI	YARD INLET	OHP	OVERHEAD POWER LINE		RAILROAD TRACKS
DWCB	DOUBLE–WING CATCH BASIN	UGE	UNDERGROUND POWER LINE	X	FENCE LINE
SWCB	SINGLE–WING CATCH BASIN	T	TELEPHONE MANHOLE		CONTOUR
HW	HEADWALL	TP	TELEPHONE PEDESTAL		INDEX CONTOUR
JB	JUNCTION BOX	UT	UNDERGROUND TELEPHONE LINE	×01.2	SPOT ELEVATION
	STORM DRAINAGE PIPE	TV	TELEVISION (CABLE) LINE	FFE	FINISHED FLOOR ELEVATION
CMP	CORRUGATED METAL PIPE	TV	TELEVISION PEDESTAL		CENTERLINE OF STREAM
CPP	CORRUGATED PLASTIC PIPE	TR	TRAFFIC CONTROL BOX		FLOOD LIMITS
RCP	REINFORCED CONCRETE PIPE	G	GAS LINE		CONCRETE

0' 20' 40' 60'

REVISION	DATE	PURPOSE
1	04–11–22	ADDRESS COMMENTS
2	08–30–22	REVISE CURRENT OWNER

FOAMWORKS ALPHARETTA

LANDPRO
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM
INFO@LANDPROSURVEYING.COM

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ALTA/NSPS LAND TITLE SURVEY

CGP ACQUISITION & DEVELOPMENT, LLC

CURRENT OWNER: ALPHARETTA COTTON CREEK CGB, LLC

LAND LOT 44, DISTRICT 1, SECTION 1
CITY OF ALPHARETTA, FULTON COUNTY, GA

SCALE	DATE	PROJECT NO.	SHEET
1" = 20'	03/16/22	20220316	2 OF 2

EXHIBIT 2
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 44 OF THE 1ST DISTRICT, SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY (VARIABLE RIGHT OF WAY), WHICH POINT IS LOCATED SOUTH 65 DEGREES 31 MINUTES 27 SECONDS EAST 30.00 FEET FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY WITH THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY (VARIABLE RIGHT OF WAY); RUNNING THENCE NORTH 24 DEGREES 28 MINUTES 39 SECONDS EAST 16.84 FEET TO AN IRON PIN SET; RUNNING THENCE NORTHEASTERLY AN ARC DISTANCE OF 63.16 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 29 DEGREES 43 MINUTES 19 SECONDS EAST 63.07 FEET, RADIUS 345.00 FEET) TO AN IRON PIN SET; RUNNING THENCE NORTH 55 DEGREES 02 MINUTES 01 SECONDS WEST 30.00 FEET TO AN IRON PIN SET ON THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY AN ARC DISTANCE OF 98.13 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 42 DEGREES 27 MINUTES 47 SECONDS EAST 97.85 FEET; RADIUS 375.00 FEET) TO AN IRON PIN SET; RUNNING THENCE NORTH 49 DEGREES 57 MINUTES 34 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY 163.98 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY WITH THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE (50 FOOT RIGHT OF WAY); RUNNING THENCE SOUTH 39 DEGREES 41 MINUTES 26 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY OF COTTON MILL PLACE 140.25 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 32 DEGREES 28 MINUTES 27 SECONDS WEST 267.69 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY; RUNNING THENCE NORTH 65 DEGREES 31 MINUTES 27 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY 166.02 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; BEING A TRACT OF 1.200 ACRES AS SHOWN ON SURVEY FOR VINTAGE CAR WASH BY BRUMBELOW-REESE & ASSOC., INC. DATED JUNE 14, 1999.

Tax ID: 11 002000440332

EXHIBIT 3
EVIDENCE OF PAID PROPERTY TAXES

DETAILED TAX SUMMARY

City of Alpharetta

TAX YEAR: 2021

Owner Name
CAH HOLDINGS LLC

Parcel Identification
11 -0020-0044-033-2

Account Number
5714136

Property Location
11725 COTTON CREEK

Tax District
10 - ALPHARETTA

Fair Market Value
1,459,100

Assessed Value
583,640

Temporary Assessment
Not Found

City Exemption:
County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	583,640	0	583,640	X	.000210	$0.00	$122.56
FULTON OPER	583,640	0	583,640	X	.009330	$0.00	$5,445.36
FULTON SCHOOL GEN	583,640	0	583,640	X	.017590	$0.00	$10,266.23
INTEREST							$156.49
PENALTIES/FEES							$0.00
Last Payment: 2/15/2022			**Total Amount Billed**				**$15,990.64**
			Less Amount Paid				**$15,990.64**
			Total Due				**$0.00**
City of Alpharetta Cycle							
INTEREST							$0.00
PENALTIES/FEES							$0.00
Last Payment: Not Found			**Total Amount Billed**				**$0.00**
			Less Amount Paid				**$0.00**
			Total Due				**$0.00**

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 613-6100 for the official balance due on their parcel(s).

Return to Tax Bill |

Alpharetta GEORGIA • USA

Real Estate
All Bills

Parcel ID	11 -0020-0044-033-2
Location	11725 COTTON CREEK ENT

Real Estate

Bill	Type	Year	Owner	Paid	
32404	REGULAR/ORIGINAL	2003	HUNT ROBERT F & ANN M	Paid	View Bill
32404	REGULAR/ORIGINAL	2004	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2005	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2006	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2007	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2008	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2009	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2010	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2011	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2012	COTTON CREEK LLC	Paid	View Bill
32404	REGULAR/ORIGINAL	2013	COTTON CREEK LLC	Paid	View Bill
149	REGULAR/ORIGINAL	2014	COTTON CREEK LLC	Paid	View Bill
1500148	REGULAR/ORIGINAL	2015	CAH HOLDINGS LLC	Paid	View Bill
1600146	REGULAR/ORIGINAL	2016	CAH HOLDINGS LLC	Paid	View Bill
2016351	OMITTED	2016	CAH HOLDINGS LLC	Paid	View Bill
1700146	REGULAR/ORIGINAL	2017	CAH HOLDINGS LLC	Paid	View Bill
1800146	REGULAR/ORIGINAL	2018	CAH HOLDINGS LLC	Paid	View Bill
1900146	REGULAR/ORIGINAL	2019	CAH HOLDINGS LLC	Paid	View Bill
2000146	REGULAR/ORIGINAL	2020	CAH HOLDINGS LLC	Paid	View Bill
2100146	REGULAR/ORIGINAL	2021	CAH HOLDINGS LLC	Paid	View Bill

EXHIBIT 4
EVIDENCE OF NO OUTSTANDING CODE VIOLATIONS

CA_OBJECT	CASE_TYPE_DESC	CASE_NUM	CASE_NAME	STATUS_C	ASSIGNED_	DATE_ENTERED	CZ	Location	Facility_Id	Level_Id	CWID
1	Code Enforcement-Complaints	CE170033	Accessory Structures	OPEN		2017/03/30 19:01:21+00		12720 Bethany Road			11175
2	Code Enforcement-Trees	CE190025	Stop Work Order - Trees	OPEN		2019/02/25 21:12:28+00		1825 Mayfield Road			27978
3	Code Enforcement-Complaints	CE190036	Business vehicle in residential area	OPEN		2019/03/11 18:51:00+00		11170 Wittenridge Drive			28338
4	Code Enforcement-Complaints	CE190043	Business vehicles in residential area	OPEN		2019/04/02 19:02:17+00		10585 Kingsmark Trail			28899
5	Code Enforcement-Complaints	CE190053	Tree removal without permit	OPEN		2019/04/17 19:44:13+00		5365 Derby Chase Court			29270
6	Code Enforcement-Complaints	CE190099	Structual Issues	OPEN		2019/09/05 19:35:27+00		44 Birch Rill Drive			32366
7	Code Enforcement-Complaints	CE190100	Drainage Violation	OPEN		2019/09/05 20:01:54+00		160 North Main Street			32367
8	Code Enforcement-Complaints	CE190107	Stop Work Order	OPEN		2019/09/27 17:01:09+00		10580 Tuxford Drive			32800
9	Code Enforcement-Complaints	CE190108	Stop Work Order	OPEN		2019/09/27 17:09:47+00		1230 Tuscany Court			32801
10	Code Enforcement-Complaints	CE200004	Stop Work Order	OPEN		2020/01/14 20:44:40+00		1565 Highview Pines Pass			34799
11	Code Enforcement-Complaints	CE200011	Stop Work Order	OPEN		2020/02/07 16:38:08+00		710 Tate Drive			35283
12	Code Enforcement-Complaints	CE200065	Deck in a State of Disrepair	OPEN	BESMITH	2020/04/07 18:03:14+00		1430 Hillcrest Heights			36677
13	Code Enforcement-Complaints	CE200097	STOP WORK ORDER, High Grass and Weeds	OPEN		2020/05/27 19:18:50+00		1031 Colony Drive			37632
14	Code Enforcement-Trees	CE200110	Stop work order	OPEN		2020/06/04 16:13:42+00		4650 Lakeway Place			37806
15	Code Enforcement-Complaints	CE200130	Stop Work Order	OPEN		2020/06/29 11:57:47+00		645 Brook Landing Court			38319
16	Code Enforcement-Complaints	CE200131	Stop Work Order	OPEN		2020/06/29 12:56:52+00		11595 Vista Forest Drive			38324
17	Code Enforcement-Trees	CE200158	Undisturbed Buffer Violation	OPEN		2020/07/27 17:21:06+00		6331 Maid Marion Close			38920
18	Code Enforcement-Trees	CE200206	TREE REMOVAL WITHOUT PERMIT	OPEN		2020/08/17 17:46:50+00		315 Wood Trace Drive			39479
19	Code Enforcement-Complaints	CE200222	STOP WORK ORDER, Rear Deck	OPEN		2020/08/26 19:03:49+00		12255 Greenmont Walk			39699
20	Code Enforcement-Complaints	CE200225	Stop work order	OPEN		2020/09/01 00:28:21+00		5020 Southlake Drive			39808
21	Code Enforcement-Complaints	CE200232	Stop work order	OPEN		2020/09/10 00:33:16+00		2240 Lake Shore Landing			40027
22	Code Enforcement-Complaints	CE200313	STOP WORK ORDER	OPEN		2020/11/12 19:49:27+00		130 Woodhaven Way			41562
23	Code Enforcement-Complaints	CE200322	STOP WORK ORDER	OPEN		2020/11/13 13:30:39+00		530 Barnesley Lane			41591
24	Code Enforcement-Complaints	CE200329	Rubbish, roofing, gutters, exterior structure and property,	OPEN		2020/11/20 12:42:13+00		180 Pebble Trail			41837
25	Code Enforcement-Complaints	CE210025	Stop Work Order	OPEN		2021/01/28 20:31:01+00		6310 Maid Marion Close			43287
26	Code Enforcement-Trees	CE210035	Tree Removal without Permit	OPEN		2021/02/08 15:40:17+00		130 Shady Grove Lane			43546
27	Code Enforcement-Complaints	CE210037	Stop Work Oder (tree work without permit)	OPEN		2021/02/09 13:36:18+00		225 Jasmine Garden Way			43592
28	Code Enforcement-Trees	CE210058	Tree removal without permits	OPEN		2021/03/01 15:31:10+00		171 North Trace			44150
29	Code Enforcement-Complaints	CE210189	STOP WORK ORDER	OPEN		2021/05/06 15:15:39+00		487 Michael Drive			46020
30	Code Enforcement-Complaints	CE210196	STOP WORK ORDER	OPEN		2021/05/13 19:55:56+00		2170 Lake Shore Landing			46260
31	Code Enforcement-Complaints	CE210208	Stop work order	OPEN		2021/05/19 14:12:14+00		233 South Main Street			46384
32	Code Enforcement-Complaints	CE210249	STOP WORK ORDER.	OPEN		2021/06/02 19:50:11+00		2905 Jordan Court A, Alpharetta, GA 30004			46918
33	Code Enforcement-Complaints	CE210345	DRIVEWAY	OPEN		2021/07/07 18:46:35+00		10600 Kingsmark Trail			47927
34	Code Enforcement-Complaints	CE210366	STOP WORK ORDER - Accessory Structure	OPEN		2021/07/21 18:09:05+00		91 Denna Place			48343
35	Code Enforcement-Trees	CE210503	SWO - TREE REMOVAL WITHOUT PERMITS	OPEN		2021/08/27 18:25:27+00		11895 Little Creek Crossing			49521
36	Code Enforcement-Complaints	CE210510	STOP WORK ORDER-DECK STAIRS	OPEN		2021/08/30 16:01:48+00		2085 Park Glenn Drive			49557
37	Code Enforcement-Trees	CE210543	Tree Removal without a Permit	OPEN		2021/09/27 18:04:04+00		1465 Portmarnock Drive			50282
38	Code Enforcement-Complaints	CE210570	Exterior Structure, Inoperable Vehicle, Rubbish	OPEN		2021/10/06 14:08:27+00		183 Pinetree Circle			50576
39	Code Enforcement-Business License	CE210603	Operating without a Homebased Business License	OPEN		2021/10/22 12:43:29+00		12120 Wallace Woods Lane			50990
40	Code Enforcement-Complaints	CE210604	Business Vehicles Stored on Residential Property	OPEN		2021/10/22 12:44:02+00		12120 Wallace Woods Lane			50991
41	Code Enforcement-Complaints	CE210649	SWO - CONSTRUCTION WITHOUT PERMITS	OPEN		2021/11/10 19:18:21+00		31 North Main Street			51507
42	Code Enforcement-Signs	CE210652	ROW Signs	OPEN		2021/11/10 20:55:28+00		224 North Main Street			51515
43	Code Enforcement-Complaints	CE210655	Pest Infestation	OPEN		2021/11/15 13:39:22+00		356 Carriage Trace			51574
44	Code Enforcement-Trees	CE210679	405 Sydney Walk	OPEN		2021/12/07 13:53:06+00		405 Sydney Walk, Alpharetta, GA, 30009			52034
45	Code Enforcement-Complaints	CE210697	Stop Work Order	OPEN		2021/12/15 20:42:01+00		3048 Steeplechase Drive			52269
46	Code Enforcement-Complaints	CE220022	Business Vehicles	OPEN		2022/01/21 18:00:22+00		12780 Providence Road			52910
47	Code Enforcement-Complaints	CE220023	Boat	OPEN		2022/01/21 18:08:27+00		12795 Providence Road			52912
48	Code Enforcement-Trees	CE220028	TREE (S) REMOVED WITHOUT PERMIT	OPEN		2022/01/24 19:06:11+00		530 Kingsport Drive			52961
49	Code Enforcement-Complaints	CE220041	Water Leak	OPEN		2022/01/31 18:23:01+00		560 North Main Street			53160
50	Code Enforcement-Complaints	CE220051	Operating without a Homebased BL	OPEN		2022/02/01 21:46:16+00		24 Nathan Circle			53233
51	Code Enforcement-Complaints	CE220057	From-SR: COM DEV RESIDENTIAL-TREES	OPEN		2022/02/07 14:38:53+00		11980 Morning Mist Dr			53386
52	Code Enforcement-Trees	CE220065	Tree Removal w/o Permit	OPEN		2022/02/09 20:16:09+00		4098 Big Creek Overlook			53475
53	Code Enforcement-Complaints	CE220083	Exterior Structure - Deck	OPEN		2022/02/18 20:06:16+00		1155 Compass Pointe Crossing			53697
54	Code Enforcement-Complaints	CE220084	Stop Work Order	OPEN		2022/02/18 20:17:08+00		905 Lake Union Hill Way			53699
55	Code Enforcement-Complaints	CE220093	Stop Work Order	OPEN		2022/02/24 16:07:37+00		312 Meadow Drive			53795
56	Code Enforcement-Complaints	CE220097	Stop Work Order	OPEN		2022/02/25 19:44:21+00		10125 Lauren Hall Court			53844
57	Code Enforcement-Trees	CE220099	Tree Removal w/out permit	OPEN		2022/02/28 14:56:53+00		125 Trammell Court			53864
58	Code Enforcement-Complaints	CE220100	ROLL BACK DUMPSTER VIOLATION - TESLA	OPEN		2022/02/28 15:59:46+00		1400 Upper Hembree Road			53870
59	Code Enforcement-Complaints	CE220136	From-SR: COM DEV RESIDENTIAL	OPEN		2022/03/15 15:36:27+00		203 Pinetree Circle			54372
60	Code Enforcement-Complaints	CE220144	Zoning Violation	OPEN		2022/03/17 17:54:20+00		410 North Main Street			54483
61	Code Enforcement-Complaints	CE220145	Stop Work Order	OPEN		2022/03/17 19:59:58+00		18014 Lake Union Hill Way			54486
62	Code Enforcement-Complaints	CE220153	Fence Violation	OPEN		2022/03/21 15:35:53+00		420 Rill Crest Court			54563
63	Code Enforcement-Complaints	CE220159	Tree Removal Without a Permit	OPEN		2022/03/21 19:07:01+00		4295 Park Brooke Trace			54575
64	Code Enforcement-Complaints	CE220165	From-SR: COM DEV RESIDENTIAL	OPEN		2022/03/22 16:22:44+00		465 Brown Thrasher Ct			54608
65	Code Enforcement-Complaints	CE220173	Zoning Violation	OPEN		2022/03/24 18:16:08+00		115 Ashford Place			54701
66	Code Enforcement-Complaints	CE220174	Stop Work Order	OPEN		2022/03/25 18:59:30+00		4150 Old Milton Parkway 211, Alpharetta, GA 30005			54739
67	Code Enforcement-Complaints	CE220185	STOP WORK ORDER - Rear Retaining Wall	OPEN		2022/03/30 16:15:33+00		160 Clipper Bay Drive			54879
68	Code Enforcement-Complaints	CE220191	RV	OPEN		2022/03/30 19:48:07+00		72 Nathan Circle			54906
69	Code Enforcement-Complaints	CE220208	Manchester at Mansell	OPEN	FJACKSON	2022/04/07 13:54:50+00		275 Fielding Lane			55101
70	Code Enforcement-Trees	CE220217	Tree Removal Without Permit	OPEN		2022/04/12 19:37:34+00		11600 Vista Forest Drive			55224
71	Code Enforcement-Complaints	CE220236	From-SR: COM DEV RESIDENTIAL	OPEN		2022/04/22 14:06:55+00		189 Lantern Ridge Ct			55494
72	Code Enforcement-Complaints	CE220240	High Grass and Weeds	OPEN		2022/04/22 15:10:04+00		12650 Providence Road			55501
73	Code Enforcement-Complaints	CE220243	High Grass and Weeds	OPEN		2022/04/22 15:32:18+00		1905 Mayfield Road			55505
74	Code Enforcement-Complaints	CE220244	High Grass and Weeds-Rubbish-Parking	OPEN		2022/04/22 15:34:56+00		281 Mayfield Road			55506
75	Code Enforcement-Complaints	CE220246	From-SR: COM DEV RESIDENTIAL	OPEN		2022/04/22 18:05:19+00		185 Lantern Ridge Ct			55510
76	Code Enforcement-Complaints	CE220251	High Grass and Weeds	OPEN		2022/04/25 19:29:04+00		1625 Mayfield Road			55544
77	Code Enforcement-Trees	CE220254		OPEN		2022/04/26 15:50:11+00		200 Summerfield Drive			55568
78	Code Enforcement-Complaints	CE220263	From-SR: COM DEV RESIDENTIAL	OPEN		2022/04/29 11:51:35+00		108 Wills Drive			55651
79	Code Enforcement-Complaints	CE220273	High Grass and Weeds - Rubbish	OPEN		2022/04/29 19:17:56+00		13 Wills Drive			55679
80	Code Enforcement-Trees	CE220276	Stop Work Order - Trees	OPEN		2022/05/03 12:41:20+00		115 Laurelwood Lane			55738
81	Code Enforcement-Complaints	CE220284	Outside Storage - Trailers	OPEN		2022/05/06 12:34:48+00		2260 Old Milton Parkway			55826
82	Code Enforcement-Complaints	CE220291	Stop Work Order - Fence Violation	OPEN		2022/05/09 19:46:35+00		325 Jayne Ellen Way			55885
83	Code Enforcement-Business License	CE220293	Operating w/o License	OPEN		2022/05/10 19:43:30+00		11380 Southbridge Parkway #231			55924
84	Code Enforcement-Complaints	CE220308	High Grass and Weeds	OPEN		2022/05/12 17:44:20+00		152 Marietta Street			55987
85	Code Enforcement-Trees	CE220309	Tree - Violation	OPEN		2022/05/12 19:03:32+00		2525 Clairview Street			55993
86	Code Enforcement-Trees	CE220313	Tree Removal in excess of permits	OPEN		2022/05/13 15:32:54+00		229 Meadow Drive			56022
87	Code Enforcement-Complaints	CE220337	Improper Wiring to Shell Monument Sign	OPEN		2022/05/18 19:09:32+00		2005 Hembree Road			56177
88	Code Enforcement-Complaints	CE220355	Construction without permit - Shell	OPEN		2022/05/23 18:42:52+00		2005 Hembree Road			56324
89	Code Enforcement-Complaints	CE220356	High Grass and Weeds - Outside Storage	OPEN		2022/05/23 19:42:51+00		11556 Rainwater Drive			56328
90	Code Enforcement-Complaints	CE220360	Rubbish and Grass and Weeds	OPEN		2022/05/25 12:05:07+00		2190 Old Milton Parkway			56373
91	Code Enforcement-Complaints	CE220361	Inoperable Vehicles/ Parking Unpaved Surfaces	OPEN		2022/05/25 16:10:03+00		345 Birch Rill Drive			56392
92	Code Enforcement-Complaints	CE220379	Stop Work Order	OPEN		2022/05/31 19:08:33+00		4120 Old Milton Parkway			56515
93	Code Enforcement-Complaints	CE220386	Tall Grass and Weeds	OPEN		2022/06/01 18:53:12+00		465 North Pine Drive			56565
94	Code Enforcement-Complaints	CE220389	From-SR: COM DEV RESIDENTIAL	OPEN		2022/06/03 16:24:42+00		135 Highland Trce			56619
95	Code Enforcement-Complaints	CE220391	TRAILER ON UNPAVED SURFACE AND TRAILER IN EXCESS OF 1.5 TONS	OPEN		2022/06/06 17:13:01+00		490 Karen Drive			56657
96	Code Enforcement-Complaints	CE220403	Stop Work Order/ Rear Deck Addition	OPEN		2022/06/07 18:25:27+00		175 Summerfield Drive			56722
97	Code Enforcement-Complaints	CE220414	Stop Work Order	OPEN		2022/06/09 19:48:58+00		1720 Bates Road			56844
98	Code Enforcement-Complaints	CE220415	STOP WORK ORDER - Interior Remodel	OPEN		2022/06/09 19:52:17+00		3070 Windward Plaza K, Alpharetta, GA 30005			56845
99	Code Enforcement-Complaints	CE220416	STOP WORK ORDER - Interior Remodel	OPEN		2022/06/09 19:53:08+00		3070 Windward Plaza M, Alpharetta, GA 30005			56846
100	Code Enforcement-Complaints	CE220417	Stop Work Order	OPEN		2022/06/09 19:54:35+00		1615 Cornerstone Way			56847
101	Code Enforcement-Trees	CE220418	Tree Removal w/o Permit	OPEN		2022/06/10 18:34:23+00		775 Barnesley Lane			56882
102	Code Enforcement-Complaints	CE220419	Stop Work Order	OPEN		2022/06/10 19:06:17+00		1785 Dearborne Lane			56883
103	Code Enforcement-Complaints	CE220420	Land Disturbance	OPEN		2022/06/10 19:26:25+00		1900 North Creek Circle			56884
104	Code Enforcement-Signs	CE220421	Sign Violation	OPEN		2022/06/13 13:10:51+00		3050 Northwinds Parkway			56895
105	Code Enforcement-Complaints	CE220422	Painting Exterior	OPEN		2022/06/13 13:58:14+00		42000 Gardner Drive			56902
106	Code Enforcement-Complaints	CE220435	STOP WORK ORDER - CONSTRUCTION WITHOUT PERMIT	OPEN		2022/06/16 16:27:48+00		1011 Mansell Road E, Alpharetta, GA 30076			57080
107	Code Enforcement-Business License	CE220436	OCC TAX LICENSE - SCANSTAT TECHNOLOGIES	OPEN		2022/06/16 19:23:45+00		1750 Founders Parkway 130, Alpharetta, GA 30009			57098
108	Code Enforcement-Complaints	CE220441	STOP WORK ORDER - Retaining wall over 4ft in height - rear/s	OPEN		2022/06/20 19:48:07+00		2525 Hopewell Plantation Drive			57156
109	Code Enforcement-Complaints	CE220442	From-SR: COM DEV RESIDENTIAL - Swimming Pool unsanitary cond	OPEN		2022/06/21 14:41:13+00		2200 Blackheath Trace			57167
110	Code Enforcement-Complaints	CE220446	Tall Grass and Weeds	OPEN		2022/06/22 14:39:53+00		2375 Mansell Road			57209
111	Code Enforcement-Complaints	CE220448	Rubbish Accumulation\ Trees	OPEN		2022/06/22 19:07:07+00		170 Birch Rill Drive			57231
112	Code Enforcement-Complaints	CE220454	DUMPSTER LOCATED IN PARKING LOT OUTSIDE OF REQUIRED SCREENIN	OPEN		2022/06/23 19:15:30+00		11720 Amber Park Drive			57282
113	Code Enforcement-Complaints	CE220461	From-SR: COM DEV RESIDENTIAL	OPEN		2022/06/27 15:16:20+00		170 Andover Dr			57331
114	Code Enforcement-Complaints	CE220468	Accumulated Rubbish, Graffiti	OPEN		2022/06/28 11:48:13+00		5815 Windward Parkway			57360
115	Code Enforcement-Complaints	CE220469	STOP WORK ORDER - CONSTRUCTION WITHOUT PERMIT	OPEN		2022/06/28 14:06:43+00		12225 Brookmill Point			57368
116	Code Enforcement-Complaints	CE220471	RESIDENTIAL PROPERTY CONDEMNED	OPEN		2022/06/28 18:20:04+00		387 Jon Scott Drive			57389
117	Code Enforcement-Complaints	CE220472	High Grass and Weeds	OPEN		2022/06/29 12:24:27+00		5091 Village Green Way			57414
118	Code Enforcement-Complaints	CE220473	High Grass and Weeds	OPEN		2022/06/29 12:30:01+00		5085 Village Green Way			57415
119	Code Enforcement-Complaints	CE220474	Dumpster Storage Facilities	OPEN		2022/06/29 14:45:59+00		970 North Point Drive			57420
120	Code Enforcement-Trees	CE220476	TREES REMOVED WITHOUT PERMIT	OPEN		2022/06/29 19:58:48+00		520 Birch Ridge Court			57441
121	Code Enforcement-Complaints	CE220489	COMMERCIAL TRAILER AND VEHICLES ON RESIDENTIAL PROPERTY	OPEN		2022/07/05 22:19:34+00		430 Karen Drive			57568
122	Code Enforcement-Complaints	CE220492	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/07 13:29:16+00		28 Wills Dr			57601
123	Code Enforcement-Complaints	CE220494	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/07 13:30:50+00		11 Nathan Cir			57603
124	Code Enforcement-Complaints	CE220496	Motor Vehicles parked on UNPAVED surface x2	OPEN		2022/07/07 15:02:57+00		484 Michael Drive			57610
125	Code Enforcement-Complaints	CE220501	Tree Removal - Complaint	OPEN		2022/07/08 13:18:59+00		2015 Winthrope Commons			57635
126	Code Enforcement-Complaints	CE220504	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/11 14:37:37+00		12455 Pindell Cir			57682
127	Code Enforcement-Complaints	CE220506	Pool Enclosure	OPEN		2022/07/11 14:49:23+00		210 Risen Star Lane			57687

128	Code Enforcement-Complaints	CE220508	Unlicensed Vehicles on Driveway (2)	OPEN		2022/07/11 18:40:51+00	151 Wills Lane	57696
129	Code Enforcement-Complaints	CE220512	High Grass and Weeds	OPEN		2022/07/13 13:18:28+00	5010 Arbor View	57763
130	Code Enforcement-Complaints	CE220513	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/13 14:03:19+00	18 Wills Dr	57767
131	Code Enforcement-Complaints	CE220520	INOPERABLE VEHICLES AND RUBBISH	OPEN		2022/07/14 17:42:29+00	12725 Providence Road	57815
132	Code Enforcement-Signs	CE220521	Banner Violations	OPEN		2022/07/15 11:57:24+00	7855 North Point Parkway 301, Alpharetta, GA 30022	57825
133	Code Enforcement-Complaints	CE220526	Rubbish Complaint	OPEN		2022/07/18 11:43:25+00	100 North Trace	57861
134	Code Enforcement-Complaints	CE220527	Parking Unpaved Surfaces/ Tall Grass Weeds/ Inoperable Vehic	OPEN		2022/07/18 14:42:44+00	3148 Long Indian Creek Court	57870
135	Code Enforcement-Complaints	CE220539	Boat	OPEN		2022/07/19 19:15:39+00	530 Spring Gate Lane	57940
136	Code Enforcement-Complaints	CE220542	Boat Visible From Street	OPEN		2022/07/20 17:54:05+00	10680 Pinewalk Forest Circle	57973
137	Code Enforcement-Complaints	CE220546	Broken Power Pole	OPEN		2022/07/21 13:07:46+00	372 Michael Drive	57996
138	Code Enforcement-Complaints	CE220547	Roll Back Dumpsters (2) behind Macy's	OPEN		2022/07/21 14:01:02+00	7231 North Point Parkway	58000
139	Code Enforcement-Complaints	CE220548	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/21 15:55:24+00	12000 Stone Brook Cv	58007
140	Code Enforcement-Complaints	CE220551	Construction Without Permit - Deck	OPEN		2022/07/21 18:40:31+00	12550 Crabapple Tree Court	58012
141	Code Enforcement-Complaints	CE220552	Parking Unpaved Surfaces\ Inoperable Vehicle	OPEN		2022/07/22 14:35:20+00	215 Waters Mill Trail	58022
142	Code Enforcement-Complaints	CE220554	From-SR: COM DEV RESIDENTIAL	OPEN		2022/07/25 11:35:08+00	1550 Rucker Rd	58035
143	Code Enforcement-Complaints	CE220556	Pool not treated possible other issues	OPEN	JODONNEL	2022/07/25 16:40:16+00	12595 Huntington Trace	58060
144	Code Enforcement-Complaints	CE220558	Excessive IPMC\Health\Structure\ Stop Work	OPEN		2022/07/25 17:30:11+00	3105 Berkshire Manor Drive	58063
145	Code Enforcement-Complaints	CE220565	Rubbish Accumulation	OPEN		2022/07/27 18:08:32+00	8511 Birch Hollow Drive	58142
146	Code Enforcement-Complaints	CE220566	Tall Grass and Weeds\Inoperable Vehicle\ Parking Unpaved Sur	OPEN		2022/07/27 18:17:59+00	1190 Upper Hembree Road	58144
147	Code Enforcement-Complaints	CE220567	From-SR: COM DEV RESIDENTIAL - Tall grass and weeds	OPEN		2022/07/27 18:29:26+00	5680 Cannonero Drive	58145
148	Code Enforcement-Complaints	CE220571	From-SR: CODE COMMERCIAL	OPEN		2022/07/29 15:38:27+00	11556 Rainwater Dr	58203
149	Code Enforcement-Complaints	CE220573	From-SR: COM DEV RESIDENTIAL	OPEN		2022/08/02 12:18:10+00	2470 Lunetta Ln	58267
150	Code Enforcement-Complaints	CE220574	From-SR: COM DEV RESIDENTIAL	OPEN		2022/08/02 12:18:53+00	935 Pebblestone Ct	58268
151	Code Enforcement-Complaints	CE220575	Stop Work Order\ Land Disturbance\ Tree Removal	OPEN		2022/08/02 15:02:23+00	10550 Ash Rill Drive	58289
152	Code Enforcement-Complaints	CE220580	HIGH GRASS AND WEEDS	OPEN		2022/08/03 20:27:41+00	497 Michael Drive	58340
153	Code Enforcement-Business License	CE220583	No Occupational Tax Certificate	OPEN		2022/08/05 16:43:06+00	995 Mansell Road B, Alpharetta, GA 30076	58414
154	Code Enforcement-Complaints	CE220585	Water Leak	OPEN		2022/08/05 19:02:38+00	5204 Masters Way	58423
155	Code Enforcement-Complaints	CE220586	From-SR: COM DEV RESIDENTIAL	OPEN		2022/08/08 13:46:47+00	4410-4434 Webb Bridge Rd	58439
156	Code Enforcement-Complaints	CE220587	Tall Grass and Weeds\ Inoperable Vehicle	OPEN		2022/08/08 16:00:59+00	44 Birch Rill Drive	58447
157	Code Enforcement-Complaints	CE220588	Tall Grass and Weeds	OPEN		2022/08/08 16:11:04+00	325 Knoll Ridge Court	58448
158	Code Enforcement-Business License	CE220589	No Occupational Tax Certificate	OPEN		2022/08/08 17:20:04+00	995 Mansell Road C, Alpharetta, GA 30076	58456
159	Code Enforcement-Complaints	CE220590	High Grass and Weeds - Inactive Construction Site	OPEN		2022/08/08 17:44:18+00	1501 Mid Broadwell Road	58461
160	Code Enforcement-Complaints	CE220591	From-SR: COM DEV RESIDENTIAL	OPEN		2022/08/08 18:38:23+00	950 Ramsden Run	58467
161	Code Enforcement-Complaints	CE220592	From-SR: CODE COMMERCIAL	OPEN	GSMITH	2022/08/09 12:02:19+00	2190 Old Milton Pkwy	58480
162	Code Enforcement-Complaints	CE220593	Tall Grass and Weeds	OPEN		2022/08/09 16:23:07+00	5750 North Point Parkway	58496
163	Code Enforcement-Complaints	CE220594	1.5 ton double axel trailer in view of street	OPEN		2022/08/09 17:30:21+00	2 Parkmont Trace	58505
164	Code Enforcement-Complaints	CE220595	Chickens Not Permitted in Zone	OPEN		2022/08/09 18:29:17+00	40 Creekline Drive	58510
165	Code Enforcement-Complaints	CE220596	ACCUMULATION OF RUBBISH AND TRASH	OPEN		2022/08/09 18:39:51+00	401 Huntington Drive	58513
166	Code Enforcement-Complaints	CE220597	High Grass/Weeds - BP	OPEN		2022/08/09 19:58:14+00	3445 Webb Bridge Road	58517
167	Code Enforcement-Complaints	CE220598	From-SR: COM DEV RESIDENTIAL	OPEN		2022/08/10 12:11:59+00	4410-4434 Webb Bridge Rd	58520
168	Code Enforcement-Complaints	CE220599	RV Visible From Street	OPEN		2022/08/10 18:12:22+00	12000 Wallace Woods Lane	58545
169	Code Enforcement-Complaints	CE220600	Inoperable Vehicle	OPEN		2022/08/10 18:32:12+00	11890 Old Station Place	58546
170	Code Enforcement-Business License	CE220601	No Occupational Tax Certificate	OPEN		2022/08/10 18:36:17+00	1011 Mansell Road B, Alpharetta, GA 30076	58547
171	Code Enforcement-Signs	CE220602	Land Disturbance - Residential - Banta	OPEN		2022/08/11 11:49:35+00	12025 North Hickory Trace	58569
172	Code Enforcement-Complaints	CE220604	High Grass and Weeds	OPEN		2022/08/11 13:54:54+00	11870 North Hickory Trace	58576
173	Code Enforcement-Business License	CE220605	Business Operating without an Occupational Tax License	OPEN		2022/08/11 17:25:46+00	1011 Mansell Road B, Alpharetta, GA 30076	58597
174	Code Enforcement-Complaints	CE220606	High Grass and Weeds	OPEN		2022/08/11 18:47:50+00	3100 Royal Boulevard South	58602
175	Code Enforcement-Complaints	CE220607	Expired Banner Permit - Atlanta Dance Theatre	OPEN		2022/08/11 19:41:03+00	4150 Old Milton Parkway 210, Alpharetta, GA 30005	58609

EXHIBIT 5
TRIP GENERATION REPORT

A&R Engineering, Inc.

GEORGIA REGISTERED NO. 22518 PROFESSIONAL ENGINEER ABDUL KAREEM AMER

Memorandum

To: Manny Kaloyannides, Foamworks
From: Abdul Amer, PE
Date: August 29th, 2022
Subject: Trip Generation Memorandum for a proposed automated car wash located on Cotton Creek Entry, City of Alpharetta, Georgia | A&R 22-176

The purpose of this memorandum is to compare the trip generation that will result from the proposed redevelopment of the existing car wash with one wash tunnel located on Cotton Creek Entry, City of Alpharetta, Georgia. The redevelopment will only change the configuration of the existing building and will continue to have one wash tunnel. The existing carwash is currently closed and therefore, counts could not be obtained at this time. The generated trip from both existing and future car wash will be evaluated using ITE. The location of the development is shown below.

Figure 1: Existing Car Wash

Figure 2: Proposed Car Wash

METHODOLOGY

Since the 11th edition of the Institute of Transportation Engineers (ITE) Trip Generation report does not have weekday data for AM peak hour and 24-hours, engineering judgment was used to determine the trips for the AM peak hour and 24-hours based on the PM peak hour values. Assuming automatic car washes generate more trips during the PM peak hour, an hourly trip distribution was estimated from 7 AM to 7 PM based on the PM peak hour values provided from ITE to obtain the AM peak hour and 24-hours trips. Trip generation estimates for the Land Use: *948 – Automated Car Wash* were based on the rates and equations published in the 11th edition of the Institute of Transportation Engineers (ITE) Trip

Generation report for the PM peak hour. This reference contains traffic volume count data collected at similar facilities nationwide.

Land Use: 948 – Automated Car Wash: An automated car wash is a facility that allows for the mechanical cleaning of the exterior of vehicles. Manual cleaning service may also be available at the facility.

TRIP GENERATION

The results of the analysis for the proposed development are shown in Table 1, below.

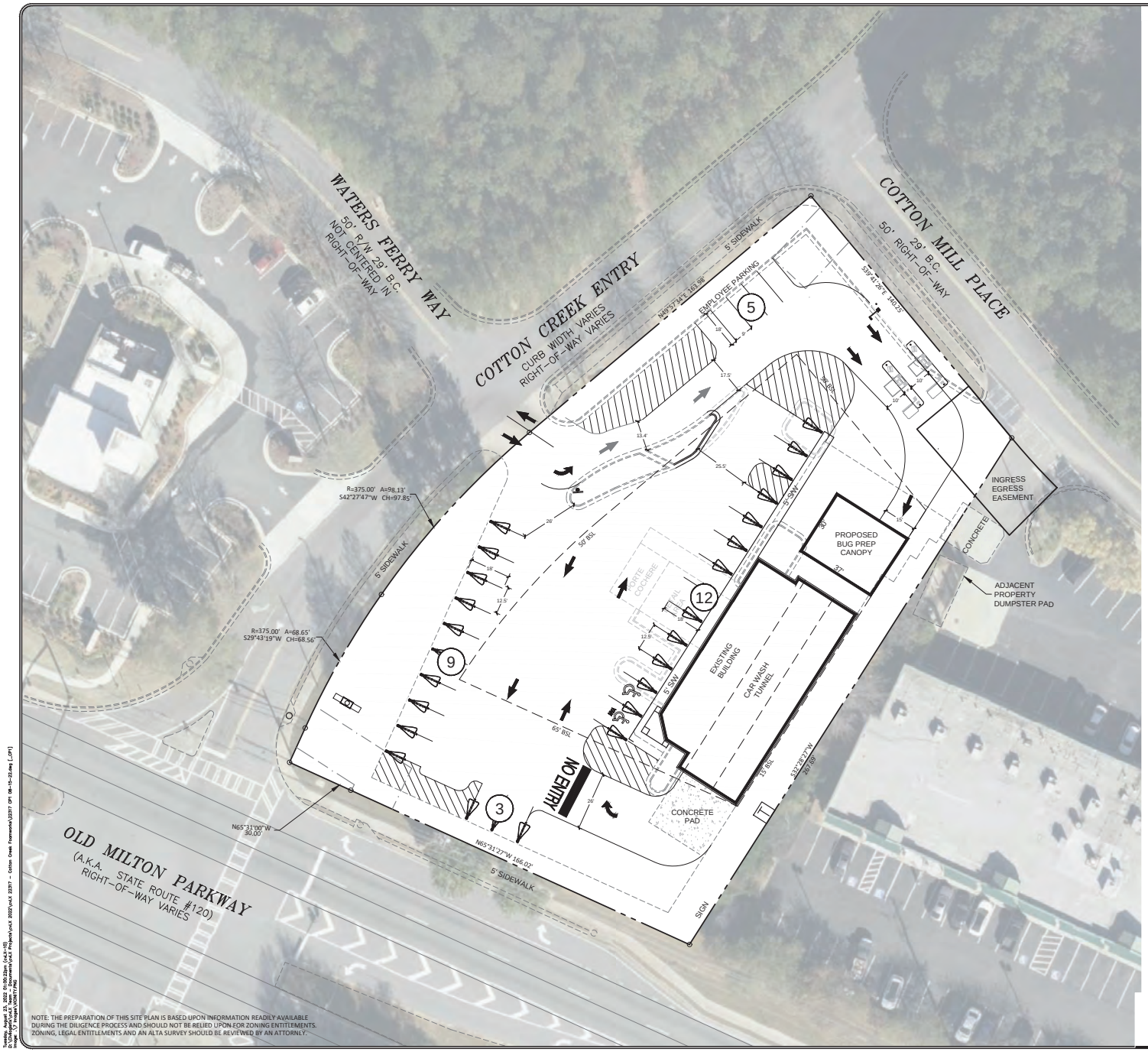
Table 1 – Trip Generation for Current and Proposed Development

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
ITE 948- Current or Proposed Automated Car Wash	1 Wash Tunnel	8	8	16	39	39	78	238	238	476

Based on trip generation rates published in the Institute of Transportation Engineer's Trip Generation Manual, 11th edition, the proposed car wash will generate 16 new external two-way trips in the AM peak hour, 78 external two-way trips in the PM peak hour, and 476 new external two-way trips in a 24-hour duration.

CONCLUSION

Based on trip generation rates published in the Institute of Transportation Engineer's Trip Generation Manual, 11th edition, both existing and current car wash will generate the same number of trips because the land uses are the same with the same amount of wash tunnels. The redevelopment will provide different site configuration, parking and provide building upgrade.



SCALE: 1" = 20'

20 0 20 40 60 FEET

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NOTE: THE PREPARATION OF THIS SITE PLAN IS BASED UPON INFORMATION READILY AVAILABLE DURING THE DILIGENCE PROCESS AND SHOULD NOT BE RELIED UPON FOR ZONING ENTITLEMENTS. ZONING, LEGAL ENTITLEMENTS AND AN ALTA SURVEY SHOULD BE REVIEWED BY AN ATTORNEY.

GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

civilogistix
500 SUN VALLEY DRIVE, STE H3, ROSWELL, GA 30076
(404) 594-4403 - civilogistix.com

PRELIMINARY SITE PLAN

COTTON CREEK FOAMWORKS

11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS

EXHIBIT 6
TREE SURVEY AND ARBORIST PLAN

Except for the addition of vacuum stations and canopies, the current site will be used as currently constructed for the proposed use. No trees will be removed or affected by the Applicants proposed use.

taylor | english

Taylor English Duma LLP 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 Main: 770.434.6868 Fax: 770.434.7376 taylorenglish.com

Steven L. Jones | Partner
Direct Dial: 678.336.7282
Cell Phone: 404.218.2756
E-mail: sjones@taylorenglish.com

November 28, 2022

VIA EMAIL (C/O AND MOLLY ESSWEIN (messwein@jarrard-davis.com) AND MICHAEL WOODMAN (mwoodman@*alpharetta*.ga.us))

Mayor and City Council of the City of Alpharetta, Georgia
City Hall
2 Park Plaza
Alpharetta, Georgia 30009

RE: CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry (the "**Application**") Foamworks Alpharetta, LLC, a Georgia limited liability company (the "**Applicant**"); Fulton County Tax Assessor Parcel No. ("**TPN**"): 11 -0020-0044-033-2 (the "**Property**").

Dear Mayor and Council:

Enclosed for your consideration, as the Mayor and City Council (collectively, the "**City Council**") of the City of Alpharetta, Georgia (the "**City**"), prior to the City Council's official action on the Application for the Property are the enclosed Constitutional Objection and York Objection of the Applicant regarding the Application. Decisions of Georgia's appellate courts require the Applicant to submit to the City Council the enclosed objections prior to the City Council's decision and/or official action on the Application.

This letter also documents and confirms that the City Attorney, Jarrard & Davis, LLP, and I have stipulated, on behalf of the City of Alpharetta, Georgia (including, but not limited to, the City Council) and the Applicant, respectively, to the following: (1) a copy of the Code of the City of Alpharetta, Georgia and the Unified Development Code of the City of Alpharetta, Georgia, current as of the date the Application was accepted by the City's Community Development Department, is properly in and shall conclusively be deemed to be a part of the record on the Application before the City Council; and (2) in the event the Application becomes the subject of any action in any court, the Clerk of said city shall certify said ordinances current as of the date the Application was accepted by said department and that the certified copy of said ordinance shall be a proper part of the record before any such court.

The Applicant respectfully requests that the City Council approve the Application as presented with the conditions recommended by City Staff and the Planning Commission of the City, to which conditions the Applicant consents.

Should you have any questions or concerns regarding this letter, please do not hesitate to contact me.

Sincerely,

Steven L. Jones

Enclosures
cc: Applicant
Jarrard & Davis, LLP (via email w/ encl.: kjarrard@jarrard-davis.com; messwein@jarrard- davis.com)

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CONSTITUTIONAL OBJECTION

As applied to the real property of Alpharetta (Cotton Creek) CGB GA, LLC, a Delaware limited partnership, (the "Owner") which is identified as Fulton County Tax Assessor Parcel No.: 11 -0020-0044-033-2 (the "Subject Property") and is the subject of the previously-filed conditional use application, styled as "CU-22-10 FOAMWORKS/11725 COTTON CREEK ENTRY" (the "Application"), filed by the Foamworks Alpharetta, LLC, a Georgia limited liability company (the "Applicant"), if the Application is not approved or is approved with condition(s) not consented to by the Applicant (including, but not limited to, the conditions recommended by the City of Alpharetta (the "City") Staff and Planning Commission, to which the Applicant previously consented), the Unified Development Code of the City of Alpharetta, Georgia (the "Zoning Ordinance"), including, but not limited to, the Community Unit Plan known as the Camden Pond Master Plan, will be unconstitutional in that the Applicant's (and the Owner's) property rights in and to the Subject Property will be destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Subject Property, in such case, such action on the Application and the Zoning Ordinance will deprive the Applicant (and the Owner) of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is not approved or is approved with condition(s) not consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the

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Subject Property will be unconstitutional, illegal, arbitrary, capricious, null, and void, constitute a taking of the Subject Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, 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 of America thereby denying the Applicant (and the Owner) an economically viable use of the Subject Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant to use the Subject Property and simultaneously comply with the Zoning Ordinance and in the event the Application is not approved or is approved with condition(s) not consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the Subject Property will constitute arbitrary, capricious, and unreasonable acts by the City of Alpharetta, Georgia without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is not approved or is approved with condition(s) not consented to by the Applicant, such action on the Application and application of the Zoning Ordinance to the Subject Property will be unconstitutional and discriminate against the Applicant (and the Owner) in an arbitrary, capricious, and unreasonable manner between the Applicant (and the Owner) and

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others similarly situated 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 of America.

Additionally, to the extent that the City Council's decision is a legislative decision, the Applicant objects to the extent the City Council's decision constitutes an unlawful delegation of the City's home rule zoning power under its Charter and Article IX, Section II, Paragraph IV of the Constitution of the State of Georgia of 1983.

WHEREFORE, the Applicant requests that the City approve the Application, as specified and designated therein, with the conditions recommended by both the Planning Commission and the City Staff (or with only additional condition(s) consented to by the Applicant).

Respectfully submitted this 28th day of November 2022.

TAYLOR ENGLISH DUMA LLP
Counsel for the Applicant

/s/ Steven L. Jones
Steven L. Jones
Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenglish.com

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OBJECTION TO PRELIMINARY PLAT HEARING BASED ON
YORK V. ATHENS COLLEGE OF MINISTRY, INC.

As applied to the real property of Alpharetta (Cotton Creek) CGB GA, LLC, a Delaware limited partnership, which is identified as Fulton County Tax Assessor Parcel No.: 11 -0020-0044-033-2 (the "Subject Property") and is the subject of the previously-filed conditional use application, styled as "CU-22-10 FOAMWORKS/11725 COTTON CREEK ENTRY" (the "Application"), filed by the Foamworks Alpharetta, LLC, a Georgia limited liability company (the "Applicant"), the public hearing regarding and any action of the Mayor and City Council (collectively, the "City Council") of the City of Alpharetta, Georgia (the "City") on the same are objected to by the Applicant based on, but not limited to, the reasons set forth herein (collectively, the "York Objection" and each an "Objection"), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58, 821 S.E.2d 120 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Applicant is filing a Constitutional Objection to any action by the City Council that does not approve the Application or approves the Application with condition(s) not consented to by the Applicant, and all Objections set forth therein are incorporated herein by reference as if fully restated.

To the extent that any decision by the City Council is a quasi-judicial decision, the Applicant objects to the hearing, if any, before the City Council because the time limitation, if any, imposed on the presentation of evidence and testimony in support of the Application deprives the Applicant a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of Georgia of 1983. Likewise, the Applicant objects to any and all members of the public (and/or other persons) who appear (or otherwise give testimony or opinion) at the hearing, if any, before the City Council to the extent

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that (but not limited to) said individuals (a) do not satisfy the substantial interest-aggrieved citizen test; (b) are not under oath; (c) are not subject to cross-examination; (d) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion without any or all individuals being qualified as expert witnesses; (e) present evidence on and/or make statements that are not germane to the purview of the City Council set out in Section 4.2.3(B) of the Unified Development Code of the City of Alpharetta, Georgia (the "Zoning Ordinance"); and/or (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence.

Additionally, the Applicant objects to any City Council action that does not approve the Application or approves the Application with condition(s) not consented to by the Applicant to the extent that (but not limited to) such action is: (a) in violation of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise: (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in excess of the constitutional, statutory, and/or ordinance authority of the City Council; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (c) contrary to or outside of the purview of the City Council, and/or procedure, for the Application set out in Section 4.2 of the Zoning Ordinance; (d) based, in whole or part, on evidence or other information received outside of the hearing(s) on the Application and/or in any manner which does not afford the Applicant an opportunity to review or respond to the same; and/or (e) not made pursuant and in

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conformance with the Zoning Ordinance; the Code of the City of Alpharetta, Georgia; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq*., and/or any other law of the state of Georgia or the United States of America.

By and through this *York* Objection, the Applicant hereby preserves all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered by the Applicant at or prior to the City Council hearing on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision) by, the City Council.

WHEREFORE, the Applicant requests that the City approve the Application, as specified and designated therein, with the conditions recommended by both the Planning Commission and the City Staff (or with only additional condition(s) consented to by the Applicant).

Respectfully submitted this 28th day of November 2022.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant

/s/ Steven L. Jones
Steven L. Jones
Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenglish.com

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: ORDINANCE: FAILURE TO APPEAR
SECOND READING
THE FIRST READING OCCURRED DURING THE JANUARY 3, 2023 CITY COUNCIL MEETING AND PUBLIC HEARING.
CONSIDERATION OF AN ORDINANCE TO AMEND ARTICLE I OF CHAPTER 30 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, TO ADD A PROVISION RELATED TO SECTION 30-8 (CURRENTLY RESERVED); TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Adopt an Ordinance to amend Article I of Chapter 30 of the Code of the City of Alpharetta, Georgia, to add a provision related to Section 30-8 (Currently Reserved); to provide an effective date; and for other 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:

If approved, this ordinance will create a violation for failure to appear and would authorize the Municipal Court to issue warrants for arrest of a person for failing to appear and to bring an additional charge and violation as a function for failing to appear at a designated court session.

This is a newly proposed ordinance, and the subject is not currently addressed within the City's Code.

V. ALTERNATIVES:

Do not adopt this ordinance and have no violations for persons failing to appear.

VI. ATTACHMENTS:

Failure to Appear Ordinance

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE 1 OF CHAPTER 30 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, TO ADD A PROVISION RELATED TO FAILURE TO APPEAR; TO ASSIGN THAT PROVISION TO SECTION 30-8 (CURRENTLY RESERVED); TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, the City Council has adopted Chapter 30 of the Code of the City of Alpharetta, Georgia ("City Code") regarding offenses and miscellaneous provisions; and

WHEREAS, the City Council is charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta; and the City Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to its needs; and

WHEREAS, the City of Alpharetta maintains a Municipal Court that is authorized to try and punish certain violations of city ordinances and such other offenses as allowed and provided by general law; and

WHEREAS, the Municipal Court has authority to ensure the presence of those charged with violations; and

WHEREAS, creating a violation for failure to appear would authorize the Municipal Court to issue warrants for arrest of person for failure to appear and to bring an additional charge and violation as a function for failing to appear at a designated court session; and

WHEREAS, the City Council deems it appropriate to amend Section 30-8 of the City Code to add a provision regarding failure to appear before Municipal Court of anyone charged with violations;

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

Section 1: Section 30-8 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-8 to read as follows:

Sec. 30-8. Failing to appear to answer summons; arrest.

(a) It shall be unlawful for any defendant lawfully summoned to answer charges in the municipal court to either fail, neglect, or refuse to appear at the time and place specified in the summons or fail to provide a satisfactory explanation for this absence;

(b) The trial may be continued to such time as the municipal court may direct, and the court shall issue an order requiring the police chief, or other members of the city police department, or its designee, to arrest the defendant and bring the defendant before the court to answer both the initial charges and the charge for failing to appear at trial;

(c) The defendant shall remain in custody until brought before the court, unless the defendant posts bond for appearance, as provided by law.

Section 2: Secs. 30-9 – 30-32 of the Code of the City of Alpharetta, Georgia shall remain as Reserved.

Section 3: It is the intention of Council, and it is hereby ordained by the authority of Council, that the provisions of this Ordinance shall become and be made a part of the Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 4: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 6: This Ordinance shall be effective immediately upon its adoption by the City Council.

SO ORDAINED, the _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald F. Mitchell

_____
Brian Will

_____
Douglas J. Derito

_____
John Hipes

_____
Jason Binder

_____
Dan Merkel

ATTEST:

_____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

_____
Molly Esswein, City Attorney

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By: N/A
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: Wills Park Maintenance Facility Construction - Change Order Approval

II. RECOMMENDATION:

Consideration of Prime Contractors, Inc.'s proposal for Change Order #2 to Purchase Order 22000784 in an amount of $123,151.25 and authorization of 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: $802,525.74
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Wills Park Maintenance Construction | 30161150-541500-C2245	$30,774.37
Park Repairs & Improvements | 30161150-541500-C1804	$92,376.88

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00
N/A	$0.00

IV. REPORT IN BRIEF:

BACKGROUND:

Historically, the Parks Services crews have operated out of the stables in the Equestrian Center. As the City grew, the need for a proper space in which parks crews could operate became necessary. The establishment of a maintenance facility at Wills Park was added as a top priority project and was included in the list of several park bond projects put to public vote. In November 2022, the City's 2022 Park Bond Series was approved, and funding was allocated to support the construction of the facility.

On April 17, 2022, after two rigorous bid processes, City Council approved the proposal from Prime Contractors, Inc. for construction of a maintenance facility at Wills Park. Prime Contractors, Inc. was sourced through Gordian under the State of Georgia's convenience contract (#99999-S202000901) in an amount totaling $649,297, with additional funding of $65,703 representing a 10% contingency, and $38,634 for construction management services. The project included the following in its initial phase:

- Slab Construction
- 50' x 120' x 22' Metal Maintenance Facility
- Bathroom
- Conditioned Space
- Mezzanine Area to Maximize Storage

The original funding request included current Maintenance Facility funding ($309,000), a reallocation of departmental capital initiative funding to this project based on a prioritization of needs ($116,000), and a request for funding from the Wills Park Improvements 2022 Bond Series ($328,634). Upon approval of the item, $328,634 would be appropriated through Recreation Impact Fees within the Wills Park Improvements project (allowable for use under impact fee guidelines) to maintain the overall funding level for the project at

the established $6M level.

The project is currently underway and, as can sometimes be the case with construction projects, unforeseen issues have arisen that have increased the scope of the project and, consequently, the cost. Change Order #1 was issued to permit additional electrical, framing, and plumbing for the project and increased the original purchase order by $30,078 from $649,297 to $679,375.

CURRENT PROJECT NEEDS:
Initially, to meet the budget of available funds, staff requested that the project be quoted on a reduced scope with the intent of phasing in the remaining elements for the facility's completion as more funds became available. However, the scope of work now must change to address the requirements necessary to continue construction.

First, it has been determined that a fire suppression system must be installed in the preliminary phase of the project (as opposed to later in the process) to meet City code, regardless of the type of building used during operation.

Second, the soil porosity at the facility's site proved insufficient to support a secure building foundation. Compaction tests revealed the need for a more robust building pad with enough compaction to support pouring a sturdy foundation for the metal structure. This unforeseeable issue and necessary solution led to an increase in site work. As a result, additional funding must be identified and appropriated to cover the original site work outlined in the proposal.

FISCAL IMPACT:
If approved, Change Order #2 will increase Purchase Order 22000784 by $123,151.25 from $679,375 to $802,526. Currently, $30,774 remains in the project's capital account. An additional $92,377 has been identified in the Park Repair & Improvements capital account that can be repurposed to help offset the additional costs associated with the Wills Park maintenance facility construction.

RECOMMENDATION:
Approve Prime Contractors, Inc.'s proposal for Change Order #2 to Purchase Order 22000784 in an amount of $123,151.25 and authorize the Mayor to execute all necessary documents.

V. ALTERNATIVES:

There is one alternative to this recommendation.

1. Decline the use of the funding available in the Park Repair & Improvements capital account and direct staff to relocate funds from the Artificial Turf Replacement and Athletic Court Resurfacing account to supplement the additional cost to complete the construction of the Wills Park maintenance facility.

VI. ATTACHMENTS:

Change Order #2 - Prime Contractors, Inc. Proposal, Original Contract - Prime Contractors, Inc.

Work Order Signature Document

EZIQC Contract No.: GA-ST02-040820-PCI

☐ **New Work Order** ☒ **Modify an Existing Work Order**

Work Order Number: 103973.02 Work Order Date: 01/05/2023

Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Owner Name:	City of Alpharetta	Contractor Name:	Prime Contractors, Inc.
Contact:	Kurt Kirby	Contact:	Gary Frantz
Phone:	770-8719195	Phone:	813-205-9762

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST02-040820-PCI.

Brief Work Order Description:

City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: ☒ Will not apply: ☐

Work Order Firm Fixed Price: $123,151.25

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Kurt Kirby
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
770-8719195

Date Printed: January 05, 2023

Work Order Number: 103973.02

Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & S

Brief Scope: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached detailed scope of work (DSOW).

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date:	January 05, 2023
IQC Master Contract #:	GA-ST02-040820-PCI
Work Order Number:	103973.02
Owner PO #:	
Work Order Title:	City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work
Contractor:	Prime Contractors, Inc.
Proposal Name:	City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value:	$123,151.25

Bond	**$1,604.40**
Fire Suppression	**$99,554.77**
Site Work	**$21,992.08**
Proposal Total	**$123,151.25**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 05, 2023

IQC Master Contract #: GA-ST02-040820-PCI
Work Order Number: 103973.02
Owner PO #:
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work
Contractor: Prime Contractors, Inc.
Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Bond

1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$1,604.40

	Quantity		Unit Price		Factor		Total
Installation	1,458.55	x	1.00	x	1.1000	=	1,604.40
P&P Bond							

Subtotal for Bond **$1,604.40**

Fire Suppression

Category2 - Dry System Fire Sprinkler

2	01 22 23	00 0059		WK	25' Electric, Scissor Platform Lift	$961.39

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	439.15	x	1.0946	=	961.39

3	21 12 23	00 0037		EA	3" Polished Chrome Plated, Fire Hose Valve Cap And Chain	$136.60

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	124.79	x	1.0946	=	136.60

4	21 12 29	00 0004		EA	Water Motor Gong With Retard Chamber Assembly	$1,190.95

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	1,088.02	x	1.0946	=	1,190.95

5	21 12 29	00 0005		EA	Fire Riser Flow Switch (National Fire Protection Association 13)	$497.11

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	454.15	x	1.0946	=	497.11

6	21 12 29	00 0006		EA	Water Flow Supervisory (Tamper) Switch Mounted On Valve	$195.02

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	178.17	x	1.0946	=	195.02

7	21 12 29	00 0014		EA	Pressure-Type Water Flow Detector For >4" To 8" Pipe	$696.69

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	636.48	x	1.0946	=	696.69

8	21 13 16	00 0006		EA	Exposed Piping, Ordinary Hazard, Dry-Pipe Sprinkler System, Per HeadIncludes branch pipe and fittings, supports and sprinkler heads.	$34,639.49

	Quantity		Unit Price		Factor		Total
Installation	90.00	x	351.62	x	1.0946	=	34,639.49

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Fire Suppression

Category2 - Dry System Fire Sprinkler

9	21 13 16 00 0007			EA	Concealed Piping, Ordinary Hazard, Dry-Pipe Sprinkler System, Per HeadIncludes branch pipe and fittings, supports and sprinkler heads with flat or conical escutcheon.							$18,855.58
				Installation	Quantity 40.00	x	Unit Price 430.65	x	Factor 1.0946	=	Total 18,855.58	
10	21 13 16 00 0015			EA	Dry System Air Compressor, 2 HP With Alarm Valve Flange With Gauge							$2,853.86
				Installation	Quantity 1.00	x	Unit Price 2,607.22	x	Factor 1.0946	=	Total 2,853.86	
11	21 13 16 00 0021			EA	6" Dry Pipe Valve							$4,532.67
				Installation	Quantity 1.00	x	Unit Price 4,140.94	x	Factor 1.0946	=	Total 4,532.67	
12	21 13 16 00 0026			EA	6" Dry Pipe Valve Trim							$3,384.98
				Installation	Quantity 2.00	x	Unit Price 1,546.22	x	Factor 1.0946	=	Total 3,384.98	

Subtotal for Category2 - Dry System Fire Sprinkler: **$67,944.34**

Category2 - Fire Alarm

13	28 46 13 31 0007			EA	Ten Position Base Annunciator (EST3 3-10ANN)Includes door, CPU card, two annunciator support modules and nine blank filler plates. Space provided for up to eight Control/Display Modules and one 3-LCD Liquid Crystal Display Module.							$1,414.78
				Installation	Quantity 1.00	x	Unit Price 1,292.51	x	Factor 1.0946	=	Total 1,414.78	
14	28 46 13 31 0008			EA	Annunciator CPU (EST3 3-ANNCPU3)One Required per graphic annunciator.							$876.72
				Installation	Quantity 1.00	x	Unit Price 800.95	x	Factor 1.0946	=	Total 876.72	
15	28 46 13 31 0013			EA	Power Supply Assembly With 19" Rail Mounting Chassis Assembly (EST3 3-EVPWRA)Assembled version of 3-EVPWR, comes packaged with cables, mounting hardware and mounting plate for 3-ANNCPU1. Used for third party graphics.							$753.45
				Installation	Quantity 1.00	x	Unit Price 688.33	x	Factor 1.0946	=	Total 753.45	
16	28 46 13 31 0014			EA	Plastic Mounting Extrusion 19" Mounting (EST3 3-EVDVRX)Mounts up to three 3-EVDVRA modules.							$98.10
				Installation	Quantity 1.00	x	Unit Price 89.62	x	Factor 1.0946	=	Total 98.10	
17	28 46 13 31 0015			EA	Central Processor Unit Module (EST3 3-CPU3)Includes LCD display, CPU and doors. Order surface or semi-flush mount wallbox separately.							$1,635.83
				Installation	Quantity 1.00	x	Unit Price 1,494.45	x	Factor 1.0946	=	Total 1,635.82	
18	28 46 13 31 0016			EA	120 Volt AC, 50/60 Hertz, Primary Power Supply With Local Rail Module (EST3 3-CPU3)Includes LCD display, CPU and doors. Order surface or semi-flush mount wallbox separately.							$1,482.99
				Installation	Quantity 1.00	x	Unit Price 1,354.82	x	Factor 1.0946	=	Total 1,482.99	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Fire Suppression

Category2 - Fire Alarm

19	28 46 13 31 0023			EA	Ten Position LED/LCD Surface Wallbox (EST3 10ANN/B-S)							$133.44
				Installation	Quantity 1.00	x	Unit Price 121.91	x	Factor 1.0946	=	Total 133.44	
20	28 46 13 31 0048			EA	8 Ampere Hours, 6 Volt DC, Sealed Lead Acid Battery (EST3 6V8A (8 Amp Hours))							$197.64
				Installation	Quantity 2.00	x	Unit Price 90.28	x	Factor 1.0946	=	Total 197.64	
21	28 46 13 31 0050			EA	14" x 18-1/4" x 7-1/4" Free Standing Battery Cabinet With Key Lock (EST3 BC-1)Supports up to 40 Ah batteries will hold up to two 12V24 A batteries.							$689.80
				Installation	Quantity 2.00	x	Unit Price 315.09	x	Factor 1.0946	=	Total 689.80	
22	28 46 13 31 0068			EA	Intelligent Photoelectric Smoke Detector (EST3 SIGA2-PS)							$218.49
				Installation	Quantity 1.00	x	Unit Price 199.61	x	Factor 1.0946	=	Total 218.49	
23	28 46 13 31 0097			EA	Control Relay UIO (Plug In) Module (EST3 SIGA-MCR)							$149.00
				Installation	Quantity 1.00	x	Unit Price 136.12	x	Factor 1.0946	=	Total 149.00	
24	28 46 13 31 0098			EA	Single Input (Riser) Module With Strobe Synchronization Output (EST3 SIGA-CC1S)							$207.23
				Installation	Quantity 1.00	x	Unit Price 189.32	x	Factor 1.0946	=	Total 207.23	
25	28 46 13 31 0101			EA	Waterflow/Tamper Module (One Gang Standard Mount) (EST3 SIGA-WTM)							$174.61
				Installation	Quantity 1.00	x	Unit Price 159.52	x	Factor 1.0946	=	Total 174.61	
26	28 46 13 31 0102			EA	Monitor Module (One Gang Standard Mount) (EST3 SIGA-MM1)Factory programmed for non-latching monitor operation.							$121.23
				Installation	Quantity 1.00	x	Unit Price 110.75	x	Factor 1.0946	=	Total 121.23	
27	28 46 13 31 0105			EA	Module Mounting Bracket - For 4" Square Box, Mounting Kit Allows Installing 2 Single Gang Signature Modules Into A Single 4" Square Box (EST3 SIGA-MB4)							$181.70
				Installation	Quantity 4.00	x	Unit Price 41.50	x	Factor 1.0946	=	Total 181.70	
28	28 46 13 31 0148			EA	Horn-Strobe (15, 30, 75, Or 110 cd Output, High Or Low dB Output), White (EST3 G1-HDVM)							$131.07
				Installation	Quantity 1.00	x	Unit Price 119.74	x	Factor 1.0946	=	Total 131.07	
29	28 46 13 31 0157			EA	Genesis Chime-Strobe (15, 30, 75, Or 110 cd Output, High Or Low dB Output), Red (EST3 G1R-CVM)							$213.85
				Installation	Quantity 1.00	x	Unit Price 195.37	x	Factor 1.0946	=	Total 213.85	

Subtotal for Category2 - Fire Alarm: **$8,679.93**

Category2 - Fire Standpipe

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Fire Suppression

Category2 - Fire Standpipe

30	01 22 23 00 0424			DAY	11,000 LB Mini-Excavator With Full-Time Operator							$1,679.84
					Installation	Quantity 2.00	x	Unit Price 767.33	x	Factor 1.0946	=	Total 1,679.84
31	21 13 16 00 0021			EA	6" Dry Pipe Valve							$4,532.67
					Installation	Quantity 1.00	x	Unit Price 4,140.94	x	Factor 1.0946	=	Total 4,532.67
32	21 13 16 00 0026			EA	6" Dry Pipe Valve Trim							$1,692.49
					Installation	Quantity 1.00	x	Unit Price 1,546.22	x	Factor 1.0946	=	Total 1,692.49
33	31 23 16 13 0003			CY	Over 12" Wide, Excavation for Trenching by Machine in Soil							$260.51
					Installation	Quantity 50.00	x	Unit Price 4.76	x	Factor 1.0946	=	Total 260.51
34	31 23 16 13 0010			CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine							$118.22
					Installation	Quantity 50.00	x	Unit Price 2.16	x	Factor 1.0946	=	Total 118.22
35	31 23 16 13 0013			CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera							$162.55
					Installation	Quantity 50.00	x	Unit Price 2.97	x	Factor 1.0946	=	Total 162.55
36	31 23 16 13 0019			CY	Spread Excess Or Imported Material On Site With Machine							$38.75
					Installation	Quantity 20.00	x	Unit Price 1.77	x	Factor 1.0946	=	Total 38.75

Subtotal for Category2 - Fire Standpipe: **$8,485.03**

Category2 - Fire Underground

37	01 22 23 00 0425			WK	11,000 LB Mini-Excavator With Full-Time Operator							$3,472.65
					Installation	Quantity 1.00	x	Unit Price 3,172.53	x	Factor 1.0946	=	Total 3,472.65
38	22 11 16 00 0012			LF	6" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.							$10,972.82
					Installation	Quantity 50.00	x	Unit Price 200.49	x	Factor 1.0946	=	Total 10,972.82

Subtotal for Category2 - Fire Underground: **$14,445.47**

Subtotal for Fire Suppression **$99,554.77**

Site Work

Category2 - Dirt Work

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Site Work

Category2 - Dirt Work

39	01 22 23	00 0290		WK	2,500 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator								$2,142.61
		X		Installation	Quantity 1.00	x	Unit Price 1,957.44	x	Factor 1.0946	=	Total 2,142.61		
				Labor only. City provides Skid									
40	01 22 23	00 0425		WK	11,000 LB Mini-Excavator With Full-Time Operator								$3,472.65
				Installation	Quantity 1.00	x	Unit Price 3,172.53	x	Factor 1.0946	=	Total 3,472.65		
41	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.								$1,420.94
				Installation	Quantity 1.00	x	Unit Price 1,298.14	x	Factor 1.0946	=	Total 1,420.94		
42	31 05 16	00 0008		CY	#57 Stone Aggregate Fill (3/8" To 1")								$1,220.13
		X		Installation	Quantity 84.00	x	Unit Price 13.27	x	Factor 1.0946	=	Total 1,220.13		
				Labor Only footings only									
43	31 05 16	00 0008	0056	MOD	For >64 To 96, Deduct								-$694.20
				Installation	Quantity 84.00	x	Unit Price -7.55	x	Factor 1.0946	=	Total -694.20		
44	31 23 16	13 0003		CY	Over 12" Wide, Excavation for Trenching by Machine in Soil								$437.66
				Installation	Quantity 84.00	x	Unit Price 4.76	x	Factor 1.0946	=	Total 437.66		
45	31 23 16	13 0003	0059	MOD	For Excavation In Heavy/Wet Material (Class C), Add								$174.70
				Installation	Quantity 84.00	x	Unit Price 1.90	x	Factor 1.0946	=	Total 174.70		
46	31 23 16	13 0003	0062	MOD	For >50 To 250, Add								$109.42
				Installation	Quantity 84.00	x	Unit Price 1.19	x	Factor 1.0946	=	Total 109.42		
47	31 23 16	13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine								$198.60
				Installation	Quantity 84.00	x	Unit Price 2.16	x	Factor 1.0946	=	Total 198.60		
48	31 23 16	13 0010	0067	MOD	For >50 To 250, Add								$49.65
				Installation	Quantity 84.00	x	Unit Price 0.54	x	Factor 1.0946	=	Total 49.65		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Site Work

Category2 - Dirt Work

49	31 23 16 13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera									$273.08
				Installation	Quantity 84.00	x	Unit Price 2.97	x	Factor 1.0946	=	Total 273.08		
50	31 23 16 13 0013	0072	MOD	For >50 To 250, Add									$68.04
				Installation	Quantity 84.00	x	Unit Price 0.74	x	Factor 1.0946	=	Total 68.04		
51	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine									$465.86
				Installation	Quantity 112.00	x	Unit Price 3.80	x	Factor 1.0946	=	Total 465.86		
				Cut top 6" for Proof -Roll									

Subtotal for Category2 - Dirt Work: **$9,339.14**

Category2 - Drain Pipe

52	01 22 23 00 0424		DAY	11,000 LB Mini-Excavator With Full-Time Operator									$1,679.84
				Installation	Quantity 2.00	x	Unit Price 767.33	x	Factor 1.0946	=	Total 1,679.84		
53	31 23 16 13 0003		CY	Over 12" Wide, Excavation for Trenching by Machine in Soil									$41.68
				Installation	Quantity 8.00	x	Unit Price 4.76	x	Factor 1.0946	=	Total 41.68		
54	31 23 16 13 0003	0059	MOD	For Excavation In Heavy/Wet Material (Class C), Add									$16.64
				Installation	Quantity 8.00	x	Unit Price 1.90	x	Factor 1.0946	=	Total 16.64		
55	31 23 16 13 0003	0060	MOD	For Up To 20, Add									$33.36
				Installation	Quantity 8.00	x	Unit Price 3.81	x	Factor 1.0946	=	Total 33.36		
56	31 23 16 13 0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine									$18.91
				Installation	Quantity 8.00	x	Unit Price 2.16	x	Factor 1.0946	=	Total 18.91		
57	31 23 16 13 0010	0065	MOD	For Up To 20, Add									$15.15
				Installation	Quantity 8.00	x	Unit Price 1.73	x	Factor 1.0946	=	Total 15.15		
58	31 23 16 13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera									$26.01
				Installation	Quantity 8.00	x	Unit Price 2.97	x	Factor 1.0946	=	Total 26.01		
59	31 23 16 13 0013	0070	MOD	For Up To 20, Add									$20.84
				Installation	Quantity 8.00	x	Unit Price 2.38	x	Factor 1.0946	=	Total 20.84		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Name: City of Alpharetta - Wills Park Maintenance Building Supplemental #2
Proposal Value: $123,151.25

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Site Work

Category2 - Drain Pipe

60	33 41 16 13 0023			EA	4" Tee, Single Wall, Corrugated High Density Polyethylene (HDPE)								$25.88
				Installation	Quantity 1.00	x	Unit Price 23.64	x	Factor 1.0946	=	Total 25.88		
61	33 41 16 13 0044			LF	4" Perforated Polyvinyl Chloride (PVC) Drainage Piping								$194.66
				Installation	Quantity 38.00	x	Unit Price 4.68	x	Factor 1.0946	=	Total 194.66		
62	33 41 16 13 0044		0043	MOD	For <100, Add								$24.13
				Installation	Quantity 38.00	x	Unit Price 0.58	x	Factor 1.0946	=	Total 24.12		
	Subtotal for Category2 - Drain Pipe:												**$2,097.10**

Category2 - Form Boards

63	01 22 20 00 0015			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$1,137.33
				Installation	Quantity 32.00	x	Unit Price 32.47	x	Factor 1.0946	=	Total 1,137.33		
				4 guys x 8 hrs remove form boards									
64	01 22 20 00 0015			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$3,412.00
				Installation	Quantity 96.00	x	Unit Price 32.47	x	Factor 1.0946	=	Total 3,412.00		
				4 guys x 8 hrs x 3 days									
65	03 11 13 00 0010			LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork								$2,251.59
				Installation	Quantity 340.00	x	Unit Price 6.05	x	Factor 1.0946	=	Total 2,251.59		
	Subtotal for Category2 - Form Boards:												**$6,800.92**

Category2 - Slab Stone

66	01 22 23 00 0293			WK	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator								$2,142.61
		X		Installation	Quantity 1.00	x	Unit Price 1,957.44	x	Factor 1.0946	=	Total 2,142.61		
				Labor Only for 6" Slab Stone									
67	31 05 16 00 0008			CY	#57 Stone Aggregate Fill (3/8" To 1")								$1,612.31
		X		Installation	Quantity 111.00	x	Unit Price 13.27	x	Factor 1.0946	=	Total 1,612.31		
				6" at slab									
	Subtotal for Category2 - Slab Stone:												**$3,754.92**

Subtotal for Site Work **$21,992.08**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.02
Work Order Title: City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

Proposal Total **$123,151.25**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Sourcewell

GORDIAN®

Client - City of Alpharetta

Detailed Scope of Work

Print Date:	January 05, 2023
Work Order Number:	103973.02
Work Order Title:	City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work
Contractor:	GA-ST02-040820-PCI - Prime Contractors, Inc.
Brief Scope:	City of Alpharetta - Wills Park Maintenance Building Supplemental #2 - Fire Suppression & Site Work

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Kurt Kirby
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
770-8719195

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see the attached detailed scope of work (DSOW).

Owner _____ Date _____

Contractor _____ **Date** _____

PRIME CONTRACTORS INCORPORATED
Providing Facility Solutions
Since 1979

Wills Park Maintenance Building – Supplemental #2 Fire Suppression & Soils
11925 Wills Rd
Alpharetta, GA 30009

Scope of Work

Summary Scope (January 5, 2023)

This work order consists of; Fire Sprinkler Underground, Fire Sprinkler Standpipe, Dry System Fire Sprinkler, Fire Alarm, Grading, and Form Boards per detailed Scope of Work below.

1. Drawings and Specifications

Referenced and attached hereto;

1.1 Specifications created from Site Examination by Geo Hydrod dated 11/7/22.

2. Detailed Scope of Work

The Contractor shall perform all work as described below per any and all attached specifications and drawings:

2.1 Fire Sprinkler Underground

- Furnish and install all material, equipment, and labor for 50 LF of 6” Fire Water main line
- Includes (2) 6” 90’s
- 8 x 6 reducer and all other necessary supplies
- Price is assuming the existing 6” main has been inspected by the authorities necessary

2.2 Fire Sprinkler Standpipe

- Furnish and install 6” Dry Pipe Fire Sprinkler System Standpipe in Dry Storage closet to exterior of slab only
- Includes digging 3 LF deep trench for standpipe, cover up, and compaction after inspection

2.3 Dry System Fire Sprinkler

- Furnish and install new Dry Pipe system for the entire new Maintenance building
- System will be designed per NFPA 13 2019

- Design Drawings and supporting calculations shall be submitted to the local authority for approval
- Local approval and appropriate permits shall be obtained prior to start of installation

2.4 Fire Alarm

- Furnish and install Fire Alarm for Fire Sprinkler Riser monitoring only

2.5 Grading

- Furnish Mini Excavator with 24" Bucket to Dig Out Perimeter 350 LF of footers from 18" to 42" at a 38" average depth. Includes the Mezzanine interior footings to a depth of 48"
- Fill footers with **Owner supplied #57 stone** back to sub grade level
- Compaction by Bucket tamping included
- Cut 6" of wet soils off top of slab for Proof-Roll examination with use of **City of Alpharettas Skid Steer on property**
- Move and Place spoils from excavation just outside pad for relocation TBD at future date after Proof-Roll Testing
- Install permanent 4" Schedule 40, PVC drain pipe to drain footer to daylight at creek, approximately 38 LF long and 30" deep with 4" perforated Tee under center of footer on right hand side of building to help with water issues
- **Proof-roll of slab to be handled by City of Alpharetta #57 Stone Truck upon delivery**

2.6 Form Boards

- Remove installed form boards for Grading
- Re-install Form boards after slab approval by Geo Tech
- All Anchor Bolt templates will need to be remeasured and set for PEMB posts
- Removal of rebar is free of charge

3. Details that Apply to All Work Areas

3.1 Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.

3.2 Contractor and all of their subcontractors on site will adhere to the security requirements of the campus including background checks and orientation classes

3.3 Contractor and subcontractors will at all times wear shirts identifying the company they are employed with, accompanied by a badge when deemed necessary.

3.4 Contractor shall perform work, schedule deliveries and have access to areas of work during and after normal business hours as agreed upon <u>and</u> coordinated with Owners contact for this project: **Gary Frantz**

3.5 Contractor shall work with administrators to coordinate around scheduling conflicts with the occupation in the building

3.6 Contractor shall be responsible for all safety code compliance pertaining to their portion of work

3.7 Contractor shall maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris, rubbish, and waste material from the property of the Owner on a daily basis unless noted otherwise

3.8 No tobacco or alcohol will be permitted on the property of the Owner or in the vehicles of the contractor or their subcontractors

3.9 No radios are permitted

3.10 All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.

3.11 Contractor shall verify all new and existing conditions and dimensions at job site.

3.12 Parking and staging areas will be made available for the Contractor by the Owner and will be coordinated with the Owner prior to beginning work.

3.13 Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.

3.14 Contractor shall install and maintain 48” orange safety fencing around all staging areas or temporary facilities

3.15 Contractor shall not be required to pay Davis Bacon wage rates

4. Warranty

4.1 The Contractor shall provide all extended manufacturers warranties to the owner prior to project closeout.

4.2 All documents necessary, will be addressed to the appropriate Owner Representative for energy rebates when applicable.

5. Permitting:

5.1 At the time of issuance of a Purchase Order for this work, it is understood that permit fees are not required. If this changes, the Owner will be responsible for compensating the Contractor for permit fees and any additional design outside of those detailed above to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog). At such time of requirement, a scope of work will be agreed upon and approved by all parties before start of additional work.

6. Submittals

6.1 The Contractor shall submit for approval the manufacturer’s cut sheets for materials and equipment utilized for this project prior to commencing any work.

6.2 All finishes and other standard submittals are to be provided to the Owner prior to installation by the contractor.

7. Project Schedule

7.1 Majority of work shall be completed during normal working hours 8:00 am – 5:00 pm Monday thru Friday. After hours and weekends when needed will be coordinated with the Owner at no additional cost. Total project duration is expected to be **5 weeks** upon receipt of purchase order and mobilization and weather

8. Clarifications

8.1 The following items are specifically excluded by Contractor and are not part of this agreement. If at any time during work a hazardous material or unknown condition is uncovered, work will cease until the appropriate scope of work is agreed upon and executed as a supplemental work order package or remedied by the Owner:

8.1.1 Any item not included in the specifications or contract.
8.1.2 Any fees associated with permitting
8.1.3 Hazardous materials not in this scope of work

9. Owner Responsibilities

9.1 Coordinate any State/Local Fire Marshal approvals as necessary.

9.2 Provide access to the worksite during scheduled working hours.

9.3 Provide a staging area for project related materials.

9.4 Owner shall be responsible for re-routing employee and student traffic as necessary

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CONTRACT AGREEMENT
WILLS PARK MAINTENANCE FACILITY CONSTRUCTION

THIS AGREEMENT made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **PRIME CONTRACTORS, INC.**, a domestic profit corporation with its principal office located at 3406 Florence Circle, Powder Springs, Georgia 30127 (the "Contractor").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows: -

> **Wills Park Maintenance Facility Construction** --- This project consists of: Pre-Engineered Metal Building, Concrete, Sitework, Metal Frame/Drywall/ACT, Paint, Mechanical, Electrical, Plumbing, and Mezzanine pursuant to the attached Work Order # 103973 and associated Scope of Work dated March 25, 2022. The work will include, but may not be limited to, furnishing of all materials, labor, and equipment to complete the work per the provided plans and specifications. The project site is within the City of Alpharetta, Georgia, (hereafter called the PROJECT).

For CONTRACTOR'S performance and completion of the Project as described in Appendix "A" of the CONTRACT, CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Work Order Number 103973.00 dated March 25, 2022 and as finally awarded by the City for a total sum not to exceed **SIX HUNDRED FORTY-NINE, TWO HUNDRED NINTY-SIX AND 72/100 ($649,296.72)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in Appendix "A", including any technical specifications for the Project, the Plans and Specifications for Wills Park Maintenance Building, including all explanatory matter thereof, and the other Contract Documents, all of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in Appendix "B" attached herein, and to make payments on account thereof as provided in Appendix "B".

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). In the event of such delay CONTRACTOR shall provide written notice to the CITY within 5 business days of the commencement of any and each and all such delays. This notice is a condition precedent to any additional days. CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract which breach remains uncured after ten (10) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material

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provision of this Contract, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. If CONTRACTOR is terminated for convince it shall not be entitled to any loss profits or consequential damages. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in Appendix "B", and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or 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.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or otherwise in the Contract, or as may be specified by Special Provision, continuously pursue the Work without interruption to completion. CONTRACTOR shall promptly deliver submittals for the Pre-Engineered Metal Building and shall promptly order the Building upon approval of the submittals. Contractor shall complete the Work and achieve Final Completion **within eighty-four (84) calendar days** following delivery of the Pre-Engineered Metal Building.

Liquidated Damages shall be assessed should the Contractor or, in case of default, the Surety fail to achieve Final Completion within the time stipulated in the Contract or within such extra time that may

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be allowed, charges shall be assessed against any money due or that may become due the Contractor and the Contractor shall be liable to the City for the sum $213.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the time stipulated in the Contract.

For each calendar day that any work shall remain uncompleted after the contract time specified for the completion of the work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

The City may at its own discretion waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

[signatures next page]

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

Executed 4/25/2022

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:

By: 2DC5226B6FD44FB...

Jim Gilvin, Mayor

Date: 4/25/2022

Approved as to Content:

DocuSigned by:

Morgan Rodgers

729B62B101EC4CC...

Morgan Rodgers, Director
Recreation, Parks & Cultural Services Department

Approved as to form and legal sufficiency:

DocuSigned by:

Michael D. Stacy

2B3F7B1B298F410...

Michael D. Stacy, City Attorney

PRIME CONTRACTORS, INC.

DocuSigned by:

Keith Dunn

By: 5808ED762AC04E1...

Keith Dunn, President

Date: 4/22/2022

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APPENDIX "A"

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APPENDIX "B"

1. Permitted hours for Construction:
    1. Between the hours of 7:00 AM and 7:00 PM Monday through Friday.
    2. Due to events scheduled at Wills Park and at the Equestrian Center, work on Saturday will not normally be possible. Work on Saturday will only be allowed if:
        i. request is made at a minimum of 72 hours in advance of the start of the Saturday workday,
        ii. no events are scheduled, **and**
        iii. the workday is pre-approved by the Wills Park Manager.
    3. If pre-approved, work, is only permitted of Saturday between the hours of 9:00 AM and 5:00 PM.
    4. Work on Sunday is not permitted
2. Traffic Control Measures, if necessary:
    (a) Contractor will be responsible for implementing and maintaining all necessary traffic control measures where necessary. Offeror/Contractor will submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Offeror/Contractor and must comply with MUTCD standards.

    (b) Should the Contractor decide to use police officers as part of their traffic control, only City of Alpharetta Police may be so used. Contact the City of Alpharetta Department of Public Safety.
3. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

    Invoices must be sent to:

    Kurt Kirby
    City of Alpharetta
    Recreation, Parks & Cultural Services Department
    2 Park Plaza
    Alpharetta, GA 30009
    kkurby@alpharetta.ga.us

    Retainage: For construction contracts (O.C.G.A § 13-10-80), , the City will withhold retainage of 10% of the gross value from each invoice or pay application. After the Work, including change orders and any other additions to the contract is fifty percent (50%) complete, and the manner of completion of the work and its progress are reasonably satisfactory to the City's authorized representative, the City will withhold no more retainage from subsequent progress payments.

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In the instance that 50% completion has been reached, then a change order causes the contract value of completion to become less than 50%, retainage will once again be withheld until 50% completion is once again reached.

When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City. Contractor warrants that all Work, materials and equipment shall be free from defects and workmanship, and free from defects for a period of

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one year from completion. This warranty shall be cumulative to any other rights and remedies of the City.

5. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.

6. Insurance and Bonds.

   (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

      i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

      ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

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

      iv. Umbrella/Excess Liability insurance with minimum combined single limits of

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One Million Dollars ($1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

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

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

(f) Bonds. Payment and performance bonds each for the sum of $649,296.72 shall be provided to the City withing 10 calendar days from the execution of this Contract.

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7. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

8. Subcontractors and Contractor Personnel.

   (a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

   (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

   (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

      (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

      (ii) Disciplinary reasons;

      (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

      (iv) At the request of the member of Key Staff.

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

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or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

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

9. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

10. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

11. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

    (a) If to the Contractor, at the following address:

    Keith Dunn
    Prime Contractors, Inc.
    3406 Florence Circle
    Powder Springs, GA 30127
    kdunn@primecontractorsinc.net

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(b) If to the City, at the following address:

Kurt Kirby
City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
kkurby@alpharetta.ga.us

(c) With a copy to:

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

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

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

13. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such

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subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

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

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?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.

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

i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

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

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does

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not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.

(c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

14. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.

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(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(k) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract. In the event of a conflict between this Contract and any other document, this Contract shall prevail.

(l) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(m) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

(n) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not

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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.

(o) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(p) OTHER WORK. The City may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. CONTRACTOR shall cooperate and coordinate with such work. CONTRACTOR waives any and all claims and demands arising out of or related to such work.

(q) CHANGES. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented in writing by the City.

(r) CLAIMS. Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to CITY promptly (but in no event later than 14 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be a condition precedent to any claim.

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STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By:
Meeting Date: April 18, 2022

I. AGENDA ITEM TITLE: WILLS PARK MAINTENANCE FACILITY CONSTRUCTION

II. RECOMMENDATION:

Please award a contract with Prime Contractors, Inc. under the State of Georgia convenience contract (#99999-S20200901) for construction of a Maintenance Facility at Wills Park in an amount totaling $649,297, additional funding of $65,703 representing a 10% contingency, and $38,634 for construction management services through Gordian 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:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Facility Maintenance Construction (27590150-541500-C2011)	$309,000
Facility Maintenance Construction (30161150-541500-C2011)	$116,000
Reallocation - Synthetic Turf Replacement (complete; 30161150-541500-C0922)	-$35,034
Reallocation - Design Services (reprioritization; 30161150-541500-C1221)	-$7,962
Reallocation - Fleet (reprioritization; 30161150-542200-C1232)	-$42,422
Reallocation - Equipment Replacement (complete; 30161150-542100-C1402)	-$1,281
Reallocation - Tennis Courts Resurfacing (complete; 30161150-541500-C1520)	-$11,017
Reallocation - Athletic Courts Resurfacing (complete; 30161150-541500-C2202)	-$1,567
Reallocation - Park Development (complete; 30161150-541500-C1920)	-$1,100
Reallocation - Park Enhancements (complete; 30161150-541500-C2010)	-$1,922
Reallocation - Equipment Replacement (reprioritization; 30161150-541500-C2051)	-$13,695
Facility Maintenance Construction (31861150-541500-C2011)	$328,634
Wills Park Improvements (31861150-541500-C2011)	-$328,634
Wills Park Improvements (Impact Fees; 27061150-541500-C2011)	$328,634

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
Wills Park Improvements (Impact Fees; 27074110-341323)	$328,634

IV. REPORT IN BRIEF:

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Currently, the parks crew at Wills Park is operating out of horse stables in the Equestrian Center. The old maintenance barn was removed to make way for a new equestrian arena as part of the Equestrian Center Master Plan.

Site selection and budget has delayed the construction of the new Maintenance Facility. The city completed a design of the Facility based on department guidance and issued a bid in FY 2021 (ITB 21-002) which resulted in cost estimates approaching $1 million. The bid was cancelled, and a redesign was initiated to reduce the scope to meet minimum department needs and reduce costs.

Another bid was issued this fiscal year (ITB 22-005) with the reduced scope, and the lowest pricing still approached $1 million due in part to inflationary pressures (e.g., metal, labor, etc.). At this point, the department reached out to Gordian as the administrator of the ezIQC construction procurement cooperative purchasing process through State Contract to cooperatively work on a scope that provides the department a facility that meets its functional needs in an affordable manner.

Gordian administers the ezIQC program through the Georgia Department of Administrative Services statewide convenience contract 99999-S20200901. The ezIQC program enables governmental entities to take advantage of cooperative volume discounts on contracts that have already been competitively awarded while working with numerous contractors across the State. In this case, Prime Contractors Inc. An additional key benefit is the ability to work cooperatively with the contractor to value engineer the project to ensure financial constraints are met while still meeting minimum functional needs.

Utilizing the ezIQC program and value-engineering the facility to focus on needs vs. wants has delivered a proposal totaling $649,297 to construct a slab, metal Maintenance Facility (50'x120'x22'), bathroom, conditioned space, and mezzanine area to maximize storage while saving significant funds vs. the prior bid proposals. To be clear, this is essentially a shell facility with a smaller conditioned area and storage capabilities, but meets the department's basic needs well and allows us to move equipment from the horse stables and store materials safely. The department is also asking for a 10% contingency totaling $65,703 to cover unanticipated needs and/or minimum facility startup costs as well as $38,634 for construction management services through Gordian, which leverages their expertise in managing vertical construction projects through completion (total funding request of $753,634).

This funding request includes current Maintenance Facility funding ($309,000), a reallocation of departmental capital initiative funding to this project based on a prioritization of needs (detailed above; $116,000), and a request for funding from the Wills Park Improvements Series 2022 Bond Fund account of $328,634. Upon approval of this item, $328,634 will be appropriated through Recreation Impact Fees within the Wills Park Improvements project (allowable use under impact fee guidelines) to maintain the overall funding level for this project at the established $6 million level.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Wills Park SOW Proposal, GDOAS_ezIQC_Overview, City of Alpharetta - Construction Management Proposal - Final

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: GA-ST02-040820-PCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 103973.00 Work Order Date: 03/25/2022

Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Owner Name:	City of Alpharetta	Contractor Name:	Prime Contractors, Inc.
Contact:	Kurt Kirby	Contact:	Gary Frantz
Phone:	770-8719195	Phone:	813-205-9762

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST02-040820-PCI.

Brief Work Order Description:

City of Alpharetta - Wills Park Maintenance Building

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $649,296.72

Owner Purchase Order Number:

Approvals

Owner Date Contractor Date

Sourcewell

GORDIAN®

Detailed Scope of Work

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Kurt Kirby
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
770-8719195

Date Printed: March 25, 2022

Work Order Number: 103973.00

Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Brief Scope: City of Alpharetta - Wills Park Maintenance Building

☐ **Preliminary** ☐ **Revised** [X] **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached detailed scope of work (DSOW).

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date:	March 25, 2022
IQC Master Contract #:	GA-ST02-040820-PCI
Work Order Number:	103973.00
Owner PO #:	
Work Order Title:	City of Alpharetta - Wills Park Maintenance Building
Contractor:	Prime Contractors, Inc.
Proposal Name:	City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value:	$649,296.72

1 - Base	**$573,683.59**
2 - Mezzanine Add Alternate	**$75,613.13**
Proposal Total	**$649,296.72**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 25, 2022

IQC Master Contract #: GA-ST02-040820-PCI
Work Order Number: 103973.00
Owner PO #:
Work Order Title: City of Alpharetta - Wills Park Maintenance Building
Contractor: Prime Contractors, Inc.
Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Bath Hardware

1	10 28 13 13 0011	EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Contura B-4262)									$166.12
		Installation	Quantity 1.00	x	Unit Price 151.76	x	Factor 1.0946	=	Total 166.12			
2	10 28 13 13 0027	EA	Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)									$54.92
		Installation	Quantity 1.00	x	Unit Price 50.17	x	Factor 1.0946	=	Total 54.92			
3	10 28 13 13 0063	EA	20 Fluid Ounce, 6" Spout, Top-Filling Lavatory Mounted, Chrome Plated Soap Dispenser (Bobrick B-82216)									$76.13
		Installation	Quantity 1.00	x	Unit Price 69.55	x	Factor 1.0946	=	Total 76.13			
4	10 28 13 13 0162	EA	18" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x18)									$78.84
		Installation	Quantity 1.00	x	Unit Price 72.03	x	Factor 1.0946	=	Total 78.84			
5	10 28 13 13 0165	EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)									$85.12
		Installation	Quantity 1.00	x	Unit Price 77.76	x	Factor 1.0946	=	Total 85.12			
6	10 28 13 13 0166	EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)									$872.83
		Installation	Quantity 10.00	x	Unit Price 79.74	x	Factor 1.0946	=	Total 872.83			
7	10 28 13 13 0345	EA	24" x 48", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2448)									$150.69
		Installation	Quantity 1.00	x	Unit Price 137.67	x	Factor 1.0946	=	Total 150.69			

Subtotal for Category2 - Bath Hardware: $1,484.65

Category2 - Bond

8	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.									$9,312.13
		Installation	Quantity 8,465.57	x	Unit Price 1.00	x	Factor 1.1000	=	Total 9,312.13			

Subtotal for Category2 - Bond: $9,312.13

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Electric

9	01 22 23 00 0062			WK	30' Electric, Scissor Platform Lift								$1,882.54
				Installation		Quantity 2.00	x	Unit Price 859.92	x	Factor 1.0946	=	Total 1,882.54	
10	01 22 23 00 0426			WK	11,000 LB Mini-Excavator With Full-Time Operator								$7,517.19
				Installation		Quantity 2.00	x	Unit Price 3,433.76	x	Factor 1.0946	=	Total 7,517.19	
11	23 05 29 00 0655			LF	3/4" Diameter, Plain Finish Steel, Low Carbon Threaded Rod								$4,347.75
				Installation		Quantity 400.00	x	Unit Price 9.93	x	Factor 1.0946	=	Total 4,347.75	
12	23 05 29 00 0663			EA	3/4" Diameter, Threaded Rod Coupling Nut								$1,167.94
				Installation		Quantity 100.00	x	Unit Price 10.67	x	Factor 1.0946	=	Total 1,167.94	
13	23 05 29 00 0671			EA	3/4" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer								$347.54
				Installation		Quantity 250.00	x	Unit Price 1.27	x	Factor 1.0946	=	Total 347.54	
14	23 05 29 00 0679			EA	3/4" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut								$331.12
				Installation		Quantity 250.00	x	Unit Price 1.21	x	Factor 1.0946	=	Total 331.12	
15	26 05 33 13 0018			CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 4 #8 Copper THHN And 1 #10 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.								$23,499.97
				Installation		Quantity 25.00	x	Unit Price 858.76	x	Factor 1.0946	=	Total 23,499.97	
16	26 05 33 13 1802			LF	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial								$423.61
				Installation		Quantity 100.00	x	Unit Price 3.87	x	Factor 1.0946	=	Total 423.61	
17	26 05 33 13 1815			EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial								$60.20
				Installation		Quantity 2.00	x	Unit Price 27.50	x	Factor 1.0946	=	Total 60.20	
18	26 21 16 00 0007			MLF	3/0 AWG, 600 Volt, Aluminum Triplex URD With Neutral Cable, Stranded Cable, Direct Burial								$845.97
				Installation		Quantity 0.20	x	Unit Price 3,864.28	x	Factor 1.0946	=	Total 845.97	
19	26 24 16 00 0012			EA	225 Ampere Rating, 120/240 Volt, 3 Wire, 1 Phase, Main Lugs, 30 Circuit Capacity Assembled Panelboard With Twenty-Four 20 Ampere Breakers								$2,228.50
				Installation		Quantity 1.00	x	Unit Price 2,035.90	x	Factor 1.0946	=	Total 2,228.50	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
1 - Base						
	Category2 - Electric					
20	26 24	19	00 0620	EA	200 Amperes, Fusible Main Disconnect Section	$5,407.66
				Installation	Quantity 1.00 x Unit Price 4,940.31 x Factor 1.0946 = Total 5,407.66	
21	26 27	13	00 0007	EA	200 Amperes, 3 Phase, 4 Wire, 7 Terminal Meter Socket With Bypass And Jaw Release	$561.40
				Installation	Quantity 1.00 x Unit Price 512.88 x Factor 1.0946 = Total 561.40	
22	26 27	13	00 0013	EA	200 Amperes, 120 Volt, Or 240 Volt, 3 Phase, KWH Meter	$651.50
				Installation	Quantity 1.00 x Unit Price 595.19 x Factor 1.0946 = Total 651.49	
23	26 27	26	00 0005	EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly	$119.73
				Installation	Quantity 2.00 x Unit Price 54.69 x Factor 1.0946 = Total 119.73	
24	26 27	26	00 0068	EA	20 Amperes, Ground Fault Circuit Interrupter (GFCI), Duplex Receptacle	$68.41
				Installation	Quantity 2.00 x Unit Price 31.25 x Factor 1.0946 = Total 68.41	
25	26 27	26	00 0139	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly	$63.24
				Installation	Quantity 1.00 x Unit Price 57.77 x Factor 1.0946 = Total 63.24	
26	26 51	19	00 0013	EA	4,600 Lumens, 4' Length, Lensed LED Striplight Fixture (Lithonia ZL2)	$1,942.06
				Installation	Quantity 7.00 x Unit Price 253.46 x Factor 1.0946 = Total 1,942.06	
27	26 51	19	00 0025	EA	2' x 4', 4,600 Lumens, Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL4)	$402.85
				Installation	Quantity 1.00 x Unit Price 368.03 x Factor 1.0946 = Total 402.85	
28	26 52	13	13 0006	EA	27 Max Wattage At 90 Minutes, 6 Volt, Remote Capability, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM627)	$418.36
				Installation	Quantity 2.00 x Unit Price 191.10 x Factor 1.0946 = Total 418.36	
29	26 52	13	16 0011	EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up (Lithonia LHQM LED)Includes two circular side mounted LED emergency lights.	$508.38
				Installation	Quantity 2.00 x Unit Price 232.22 x Factor 1.0946 = Total 508.38	
	Subtotal for Category2 - Electric:					**$52,795.92**
	Category2 - Frame/Drywall/ACT					
30	09 22	16	13 0010	SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners	$4,601.92
				Installation	Quantity 2,310.00 x Unit Price 1.82 x Factor 1.0946 = Total 4,601.92	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Frame/Drywall/ACT

31	09 22 16 13 0010	0012	MOD	For >1,000, Deduct									-$455.13
			Installation		Quantity 2,310.00	x	Unit Price -0.18	x	Factor 1.0946	=	Total -455.13		
32	09 29 10 00 0006		SF	5/8" Gypsum Board									$3,327.15
			Installation		Quantity 2,980.00	x	Unit Price 1.02	x	Factor 1.0946	=	Total 3,327.15		
33	09 29 10 00 0006	0055	MOD	For >1,536, Deduct									-$293.57
			Installation		Quantity 2,980.00	x	Unit Price -0.09	x	Factor 1.0946	=	Total -293.57		
34	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$1,402.62
			Installation		Quantity 2,980.00	x	Unit Price 0.43	x	Factor 1.0946	=	Total 1,402.62		
35	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$188.27
			Installation		Quantity 200.00	x	Unit Price 0.86	x	Factor 1.0946	=	Total 188.27		
36	09 29 10 00 0047		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board									$2,503.24
			Installation		Quantity 2,310.00	x	Unit Price 0.99	x	Factor 1.0946	=	Total 2,503.24		
37	09 29 10 00 0050		LF	Casing, Galvanized Steel J-Bead For Gypsum Board									$4,854.77
			Installation		Quantity 2,310.00	x	Unit Price 1.92	x	Factor 1.0946	=	Total 4,854.77		
38	09 29 10 00 0050	0014	MOD	For >500, Deduct									-$252.85
			Installation		Quantity 2,310.00	x	Unit Price -0.10	x	Factor 1.0946	=	Total -252.85		
39	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board									$429.08
			Installation		Quantity 200.00	x	Unit Price 1.96	x	Factor 1.0946	=	Total 429.08		
40	09 51 13 00 0005		SF	2' x 2' x 1" Thick, Fiberglass Acoustical Ceiling Panel (Armstrong Optima®)									$9,755.08
			Installation		Quantity 1,600.00	x	Unit Price 5.57	x	Factor 1.0946	=	Total 9,755.08		
41	09 51 13 00 0005	0099	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF									$332.71
			Installation		Quantity 447.00	x	Unit Price 0.68	x	Factor 1.0946	=	Total 332.71		
42	09 53 23 00 0007		SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 9/16" T Bar Ceiling Suspension System									$3,292.56
			Installation		Quantity 1,600.00	x	Unit Price 1.88	x	Factor 1.0946	=	Total 3,292.56		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Frame/Drywall/ACT

43	09 53 23 00 0007	0118	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF									$88.07
			Installation	Quantity 447.00	x	Unit Price 0.18	x	Factor 1.0946	=	Total 88.07			
44	09 53 23 00 0013		LF	1-1/2" x 1/4" Flat Bar Bracing For Suspended Ceiling									$2,561.36
			Installation	Quantity 500.00	x	Unit Price 4.68	x	Factor 1.0946	=	Total 2,561.36			
45	09 81 16 00 0007		SF	3-1/2" Thick, 2.5 PCF Density, Sound Attenuation Fire Blanket (Thermafiber SAFB)									$3,843.36
			Installation	Quantity 2,310.00	x	Unit Price 1.52	x	Factor 1.0946	=	Total 3,843.36			
	Subtotal for Category2 - Frame/Drywall/ACT:												**$36,178.64**

Category2 - Grade

46	01 22 23 00 0294		WK	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator									$14,403.04
			Installation	Quantity 3.00	x	Unit Price 4,386.09	x	Factor 1.0946	=	Total 14,403.04			
47	31 23 16 36 0003		CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil									$473.55
			Installation	Quantity 97.00	x	Unit Price 4.46	x	Factor 1.0946	=	Total 473.55			
			130x60x4										
48	31 23 16 36 0003	0016	MOD	For >50 To 250, Add									$188.99
			Installation	Quantity 97.00	x	Unit Price 1.78	x	Factor 1.0946	=	Total 188.99			
49	31 23 16 36 0013		CY	Relocating On Site Excavated Material From Excavation For Building Foundations and Other Structures >300' to 500'									$444.88
			Installation	Quantity 97.00	x	Unit Price 4.19	x	Factor 1.0946	=	Total 444.88			
50	31 23 16 36 0013	0020	MOD	For >50 To 250, Add									$178.38
			Installation	Quantity 97.00	x	Unit Price 1.68	x	Factor 1.0946	=	Total 178.38			
51	31 23 16 36 0017		CY	Backfilling Around Building Foundations And Other Structures By Skid-Steer Loader									$236.77
			Installation	Quantity 97.00	x	Unit Price 2.23	x	Factor 1.0946	=	Total 236.77			
52	31 23 16 36 0017	0020	MOD	For >50 To 250, Add									$94.50
			Installation	Quantity 97.00	x	Unit Price 0.89	x	Factor 1.0946	=	Total 94.50			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Grade

53	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera									$480.98
				Installation	Quantity 97.00	x	Unit Price 4.53	x	Factor 1.0946	=	Total 480.98		
54	31 23 16 36 0021	0024	MOD	For >50 To 250, Add									$192.18
				Installation	Quantity 97.00	x	Unit Price 1.81	x	Factor 1.0946	=	Total 192.18		
55	31 23 16 36 0024		SY	Rough Grading For Building Foundations And Other Structures by Machine									$569.41
				Installation	Quantity 867.00	x	Unit Price 0.60	x	Factor 1.0946	=	Total 569.41		
56	31 23 16 36 0025		SY	Finish Grading For Building Foundations And Other Structures by Machine									$920.55
				Installation	Quantity 867.00	x	Unit Price 0.97	x	Factor 1.0946	=	Total 920.55		
57	31 23 16 36 0031		CY	Spread Excess Or Imported Material On Site By Machine									$173.07
				Installation	Quantity 97.00	x	Unit Price 1.63	x	Factor 1.0946	=	Total 173.07		
58	31 23 16 36 0031	0032	MOD	For >50 To 250, Add									$69.01
				Installation	Quantity 97.00	x	Unit Price 0.65	x	Factor 1.0946	=	Total 69.01		

Subtotal for Category2 - Grade: **$18,425.31**

Category2 - HVAC

59	01 22 23 00 0062		WK	30' Electric, Scissor Platform Lift									$1,882.54
				Installation	Quantity 2.00	x	Unit Price 859.92	x	Factor 1.0946	=	Total 1,882.54		
60	23 05 29 00 0016		EA	8" Steel Clevis Hanger (Cooper B-Line B3100)									$2,963.63
				Installation	Quantity 50.00	x	Unit Price 54.15	x	Factor 1.0946	=	Total 2,963.63		
61	23 05 29 00 0330		EA	3/4" Standard Two Hole Pipe Strap, Galvanized Steel (Cooper B-Line B3180)									$1,001.56
				Installation	Quantity 100.00	x	Unit Price 9.15	x	Factor 1.0946	=	Total 1,001.56		
62	23 05 29 00 0331		EA	1" Standard Two Hole Pipe Strap, Galvanized Steel (Cooper B-Line B3180)									$521.03
				Installation	Quantity 50.00	x	Unit Price 9.52	x	Factor 1.0946	=	Total 521.03		
63	23 05 29 00 0655		LF	3/4" Diameter, Plain Finish Steel, Low Carbon Threaded Rod									$5,434.69
				Installation	Quantity 500.00	x	Unit Price 9.93	x	Factor 1.0946	=	Total 5,434.69		
64	23 05 29 00 0663		EA	3/4" Diameter, Threaded Rod Coupling Nut									$1,751.91
				Installation	Quantity 150.00	x	Unit Price 10.67	x	Factor 1.0946	=	Total 1,751.91		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - HVAC

65	23 05 29 00 0671			EA	3/4" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer							$417.04
				Installation	Quantity 300.00	x	Unit Price 1.27	x	Factor 1.0946	=	Total 417.04	
66	23 05 29 00 0679			EA	3/4" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut							$397.34
				Installation	Quantity 300.00	x	Unit Price 1.21	x	Factor 1.0946	=	Total 397.34	
67	23 05 29 00 1238			EA	3/4" Standard Duty Clevis Pipe Hanger AssemblyIncludes hanger, rod, nuts, washers and clamp.							$1,829.08
				Installation	Quantity 50.00	x	Unit Price 33.42	x	Factor 1.0946	=	Total 1,829.08	
68	23 05 29 00 1239			EA	1" Standard Duty Clevis Pipe Hanger AssemblyIncludes hanger, rod, nuts, washers and clamp.							$944.37
				Installation	Quantity 25.00	x	Unit Price 34.51	x	Factor 1.0946	=	Total 944.37	
69	23 05 29 00 1246			EA	6" Standard Duty Clevis Pipe Hanger AssemblyIncludes hanger, rod, nuts, washers and clamp.							$1,935.91
				Installation	Quantity 20.00	x	Unit Price 88.43	x	Factor 1.0946	=	Total 1,935.91	
70	23 07 19 00 0004			LF	3/4" Diameter Pipe, 1" Thick Calcium Silicate Insulation							$1,710.86
				Installation	Quantity 150.00	x	Unit Price 10.42	x	Factor 1.0946	=	Total 1,710.86	
71	23 09 23 53 0436			EA	Electronic Non Programmable Heat/Cool Heat Pump Or Conventional Unit Thermostat (Honeywell TH5320)							$145.09
				Installation	Quantity 1.00	x	Unit Price 132.55	x	Factor 1.0946	=	Total 145.09	
72	23 23 13 00 0004			EA	1/2" Refrigeration Ball Valve, Sweated							$31.50
				Installation	Quantity 1.00	x	Unit Price 28.78	x	Factor 1.0946	=	Total 31.50	
73	23 23 13 00 0011			EA	1/2" Refrigeration Valve, Packless							$93.79
				Installation	Quantity 2.00	x	Unit Price 42.84	x	Factor 1.0946	=	Total 93.79	
74	23 23 16 00 0016			LF	1/2" Outside Diameter Type L Drawn, ACR Copper Tubing							$770.05
				Installation	Quantity 150.00	x	Unit Price 4.69	x	Factor 1.0946	=	Total 770.05	
75	23 31 13 13 0005			LB	4" Or 6" WG (Class A), Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork							$5,608.73
				Installation	Quantity 600.00	x	Unit Price 8.54	x	Factor 1.0946	=	Total 5,608.73	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - HVAC

76	23 31 13	13 0005	0186	MOD	For >500 To 1,000, Add								$866.92
				Installation	Quantity 600.00	x	Unit Price 1.32	x	Factor 1.0946	=	Total 866.92		
77	23 31 13	16 0017		EA	6" Diameter, 26 Gauge, 2" WG And Less (Class C), Galvanized Sheet Metal Round And Flat-Oval Adjustable Elbow								$938.84
				Installation	Quantity 30.00	x	Unit Price 28.59	x	Factor 1.0946	=	Total 938.84		
78	23 34 16	00 0252		EA	270 CFM, Ceiling/Wall Mounted, Polymeric Intake Grille, Side Discharge, Light Duty Exhaust Fan Without Light (Broan® 502)								$262.84
				Installation	Quantity 1.00	x	Unit Price 240.12	x	Factor 1.0946	=	Total 262.84		
79	23 37 13	13 0011		EA	24" x 24" Ceiling Diffuser With Perforated Face, Flush Mount, Aluminum Construction With Damper								$2,237.19
				Installation	Quantity 12.00	x	Unit Price 170.32	x	Factor 1.0946	=	Total 2,237.19		
80	23 37 13	13 0079		EA	18" x 18" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling								$589.51
				Installation	Quantity 3.00	x	Unit Price 179.52	x	Factor 1.0946	=	Total 589.51		
81	23 81 49	00 0007		EA	4 Ton, 14 SEER, Outdoor Heat Pump UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.								$4,765.33
				Installation	Quantity 1.00	x	Unit Price 4,353.49	x	Factor 1.0946	=	Total 4,765.33		
82	23 81 49	00 0018		EA	4 Ton Indoor Section Split Heat Pump Packaged Unit, Horizontal Upflow With 10 KW Electric Heat								$1,736.89
				Installation	Quantity 1.00	x	Unit Price 1,586.78	x	Factor 1.0946	=	Total 1,736.89		
83	26 05 33	13 0003		CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.								$5,324.24
				Installation	Quantity 10.00	x	Unit Price 486.41	x	Factor 1.0946	=	Total 5,324.24		

Subtotal for Category2 - HVAC: **$44,160.88**

Category2 - Interior Doors

84	08 12 13	13 0008		EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame								$339.22
				Installation	Quantity 1.00	x	Unit Price 309.90	x	Factor 1.0946	=	Total 339.22		
85	08 12 13	13 0015		EA	6' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame								$414.74
				Installation	Quantity 1.00	x	Unit Price 378.90	x	Factor 1.0946	=	Total 414.74		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Interior Doors

86	08 13 13 13 0018	EA	3' x 7' x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door									$1,826.65
		Installation	Quantity 3.00	x	Unit Price 556.26	x	Factor 1.0946	=	Total 1,826.65			
87	08 71 11 00 0005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$316.62
		Installation	Quantity 4.50	x	Unit Price 64.28	x	Factor 1.0946	=	Total 316.62			
88	08 71 11 00 2241	EA	Surface Mounted Heavy Duty Door Closer (LCN 4010/4020/4110 Series)									$1,294.61
		Installation	Quantity 3.00	x	Unit Price 394.24	x	Factor 1.0946	=	Total 1,294.61			
89	08 71 11 00 2261	EA	Bath/Bedroom Privacy F02/F19 Mortise LocksetLocked with thumb knob inside.									$756.94
		Installation	Quantity 1.00	x	Unit Price 691.52	x	Factor 1.0946	=	Total 756.94			
90	08 71 11 00 2264	EA	Storeroom/Closet F07 Mortise LocksetLocked with key outside. Inside always unlocked. Fixed outside handle.									$787.82
		Installation	Quantity 1.00	x	Unit Price 719.73	x	Factor 1.0946	=	Total 787.82			
	Subtotal for Category2 - Interior Doors:											**$5,736.60**

Category2 - Paint

91	09 01 90 52 0014	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation									$1,304.76
		Installation	Quantity 2,980.00	x	Unit Price 0.40	x	Factor 1.0946	=	Total 1,304.76			
92	09 01 90 52 0018	SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation									$68.96
		Installation	Quantity 126.00	x	Unit Price 0.50	x	Factor 1.0946	=	Total 68.96			
93	09 91 13 00 0224	LF	Paint Exterior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work									$44.92
		Installation	Quantity 54.00	x	Unit Price 0.76	x	Factor 1.0946	=	Total 44.92			
94	09 91 13 00 0226	LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work									$96.94
		Installation	Quantity 54.00	x	Unit Price 1.64	x	Factor 1.0946	=	Total 96.94			
95	09 91 13 00 0231	EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Metal DoorBoth faces									$197.55
		Installation	Quantity 3.00	x	Unit Price 60.16	x	Factor 1.0946	=	Total 197.55			
96	09 91 13 00 0233	EA	2 Coats Paint, Brush/Roller Work, Paint Exterior Metal DoorBoth faces									$358.69
		Installation	Quantity 3.00	x	Unit Price 109.23	x	Factor 1.0946	=	Total 358.69			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
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Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
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	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - Paint

97	09 91 23 00 0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$1,598.33
				Installation	Quantity 2,980.00	x	Unit Price 0.49	x	Factor 1.0946	=	Total 1,598.33		
98	09 91 23 00 0062	0283	MOD	For >2,500 To 5,000, Deduct									-$65.24
				Installation	Quantity 2,980.00	x	Unit Price -0.02	x	Factor 1.0946	=	Total -65.24		
99	09 91 23 00 0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$3,164.05
				Installation	Quantity 2,980.00	x	Unit Price 0.97	x	Factor 1.0946	=	Total 3,164.05		
100	09 91 23 00 0064	0283	MOD	For >2,500 To 5,000, Deduct									-$163.10
				Installation	Quantity 2,980.00	x	Unit Price -0.05	x	Factor 1.0946	=	Total -163.10		
101	09 91 23 00 0239		LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work									$44.92
				Installation	Quantity 54.00	x	Unit Price 0.76	x	Factor 1.0946	=	Total 44.92		
102	09 91 23 00 0241		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim									$96.94
				Installation	Quantity 54.00	x	Unit Price 1.64	x	Factor 1.0946	=	Total 96.94		
103	09 91 23 00 0246		EA	Paint Interior Metal Door, Both Faces, 1 Coat Primer, Brush/Roller Work									$210.69
				Installation	Quantity 3.00	x	Unit Price 64.16	x	Factor 1.0946	=	Total 210.69		
104	09 91 23 00 0248		EA	Paint Interior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work									$380.95
				Installation	Quantity 3.00	x	Unit Price 116.01	x	Factor 1.0946	=	Total 380.95		
	Subtotal for Category2 - Paint:												**$7,339.36**

Category2 - PEMB

105	01 22 23 00 1010		MO	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator									$31,937.10
				Installation	Quantity 2.00	x	Unit Price 14,588.48	x	Factor 1.0946	=	Total 31,937.10		
106	05 05 19 00 0091		EA	3/4" Diameter x 5-1/2" Length, Hot Dipped Galvanized Steel, Wedge Anchor Expansion Bolt									$3,238.92
				Installation	Quantity 100.00	x	Unit Price 29.59	x	Factor 1.0946	=	Total 3,238.92		
107	08 12 13 13 0008		EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame									$1,017.65
				Installation	Quantity 3.00	x	Unit Price 309.90	x	Factor 1.0946	=	Total 1,017.65		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
1 - Base						
Category2 - PEMB						
108	08 13 13	13 0018		EA	3' x 7' x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door	$1,826.65
				Installation	Quantity 3.00 x Unit Price 556.26 x Factor 1.0946 = Total 1,826.65	
109	08 33 23	11 0033		EA	14' x 12', 24 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift	$7,862.05
				Installation	Quantity 2.00 x Unit Price 3,591.29 x Factor 1.0946 = Total 7,862.05	
110	08 33 23	11 0033	0484	MOD	For Insulated, Add	$4,127.30
				Installation	Quantity 2.00 x Unit Price 1,885.30 x Factor 1.0946 = Total 4,127.30	
111	08 33 23	11 0250		EA	>12' To 18' Height, 3/4 HP Motorized Jackshaft Operator For Coiling Doors And GrillesIncludes three button inside station controls and mounting hardware.	$3,377.78
				Installation	Quantity 2.00 x Unit Price 1,542.93 x Factor 1.0946 = Total 3,377.78	
112	08 43 13	00 0057		SF	5' High, 2-1/2" x 5" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly	$731.02
				Installation	Quantity 32.00 x Unit Price 20.87 x Factor 1.0946 = Total 731.02	
113	08 71 11	00 0005		PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	$316.62
				Installation	Quantity 4.50 x Unit Price 64.28 x Factor 1.0946 = Total 316.62	
114	08 71 11	00 2241		EA	Surface Mounted Heavy Duty Door Closer (LCN 4010/4020/4110 Series)	$1,294.61
				Installation	Quantity 3.00 x Unit Price 394.24 x Factor 1.0946 = Total 1,294.61	
115	08 71 11	00 2262		EA	Entrance/Office F04 Mortise LocksetLocked with key outside and thumb knob inside.	$2,540.71
				Installation	Quantity 3.00 x Unit Price 773.71 x Factor 1.0946 = Total 2,540.71	
116	08 81 23	13 0063		SF	5/8" Thick, Insulated Factory Installed GlassTwo 1/8" lites with 3/8" air space.	$308.94
				Installation	Quantity 32.00 x Unit Price 8.82 x Factor 1.0946 = Total 308.94	
117	13 34 19	00 0018		GSF	24' Eave Height, Up To 30' Long, >30' To 50' Wide Clear Span Rigid Frame Building With 26 Gauge Roofing And Siding	$150,003.98
				Installation	Quantity 6,000.00 x Unit Price 22.84 x Factor 1.0946 = Total 150,003.98	
118	13 34 19	00 0018	0004	MOD	For >1 In 12 Slope To 3 In 12 Slope, Add	$4,531.64
				Installation	Quantity 6,000.00 x Unit Price 0.69 x Factor 1.0946 = Total 4,531.64	

Contractor's Price Proposal - Detail Continues..

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Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - PEMB

119	13 34 19 00 0018	0008	MOD	For 20 PSF Live Load And 30 PSF (110 MPH) Wind Load, Add										$17,995.22
			Installation	Quantity 6,000.00	x	Unit Price 2.74	x	Factor 1.0946	=	Total 17,995.22				
120	13 34 19 00 0111		EA	Single Door, Metal Frame Rough Opening										$1,109.20
			Installation	Quantity 3.00	x	Unit Price 337.78	x	Factor 1.0946	=	Total 1,109.20				
121	13 34 19 00 0115		EA	14' x 14' Overhead Door, Metal Frame Rough Opening										$1,650.37
			Installation	Quantity 2.00	x	Unit Price 753.87	x	Factor 1.0946	=	Total 1,650.37				
122	13 34 19 00 0117		EA	>12 To 18 SF, Window Opening, Metal Frame Rough Opening										$789.49
			Installation	Quantity 2.00	x	Unit Price 360.63	x	Factor 1.0946	=	Total 789.49				
123	13 34 19 00 0157		SF	4" Thick, R-13, Black Matte Polypropylene/Fiberglass Polyester Blend Fabric, Faced Metal Building Insulation										$12,363.29
			Installation	Quantity 7,480.00	x	Unit Price 1.51	x	Factor 1.0946	=	Total 12,363.29				
124	13 34 19 00 0158		SF	6" Thick, R-19, Black Matte Polypropylene/Fiberglass Polyester Blend Fabric, Faced Metal Building Insulation										$13,148.34
			Installation	Quantity 6,600.00	x	Unit Price 1.82	x	Factor 1.0946	=	Total 13,148.34				
125	13 34 19 00 0166		SF	>20 To 50 SF, Heavy Duty, 140 MPH Winds, Prefinished Aluminum, Wall Hung CanopyUp to 7' projection from wall. Includes finished underside and edges. 16 gauge internal frame, 1/2" or 3/4" support rods, 24 gauge soffit.										$1,443.23
			Installation	Quantity 25.00	x	Unit Price 52.74	x	Factor 1.0946	=	Total 1,443.23				
126	13 34 19 00 0166	0020	MOD	For Overhead Braced (Up To 10' Wall Projection), Add										$199.49
			Installation	Quantity 25.00	x	Unit Price 7.29	x	Factor 1.0946	=	Total 199.49				
127	13 34 19 00 0170		LF	1' Standard Eave Overhang Without Soffit										$10,068.13
			Installation	Quantity 350.00	x	Unit Price 26.28	x	Factor 1.0946	=	Total 10,068.13				
128	13 34 19 00 0181		EA	4' x 3' Fixed Louver										$878.88
			Installation	Quantity 2.00	x	Unit Price 401.46	x	Factor 1.0946	=	Total 878.88				
129	13 34 19 00 0194		LF	Pre-Engineered Standard Type Gutter, Painted										$1,718.08
			Installation	Quantity 240.00	x	Unit Price 6.54	x	Factor 1.0946	=	Total 1,718.08				
130	13 34 19 00 0195		LF	Pre-Engineered Standard Type Downspout, Painted										$1,612.48
			Installation	Quantity 264.00	x	Unit Price 5.58	x	Factor 1.0946	=	Total 1,612.48				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

1 - Base

Category2 - PEMB

131	23 35 19 00 0001			EA	Fume Exhauster, 1 1/2 HP 630 CFM With Out Hose And Intake Nozzle							$3,414.87
				Installation	Quantity 2.00	x	Unit Price 1,559.87	x	Factor 1.0946	=	Total 3,414.87	

Subtotal for Category2 - PEMB: $279,506.04

Category2 - Plumbing

132	01 22 23 00 0423			WK	9,500 LB Mini-Excavator With Full-Time Operator							$3,317.33
				Installation	Quantity 1.00	x	Unit Price 3,030.63	x	Factor 1.0946	=	Total 3,317.33	
133	22 11 16 00 0853			LF	1/2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							$4,597.32
				Installation	Quantity 300.00	x	Unit Price 14.00	x	Factor 1.0946	=	Total 4,597.32	
134	22 11 16 00 0854			LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							$2,496.34
				Installation	Quantity 140.00	x	Unit Price 16.29	x	Factor 1.0946	=	Total 2,496.34	
135	22 13 13 00 0003			EA	Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture and flush valve.							$789.95
				Installation	Quantity 1.00	x	Unit Price 721.68	x	Factor 1.0946	=	Total 789.95	
136	22 13 13 00 0007			EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.							$557.97
				Installation	Quantity 1.00	x	Unit Price 509.75	x	Factor 1.0946	=	Total 557.97	
137	22 13 16 00 0005			LF	4" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.							$7,662.20
				Installation	Quantity 160.00	x	Unit Price 43.75	x	Factor 1.0946	=	Total 7,662.20	
138	22 13 16 00 0013			LF	3" Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings , couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							$663.20
				Installation	Quantity 22.00	x	Unit Price 27.54	x	Factor 1.0946	=	Total 663.20	
139	22 13 16 00 0906			EA	3" Cast Iron Vent Stack Flashing Sleeves With Caulking Recess							$249.17
				Installation	Quantity 2.00	x	Unit Price 113.82	x	Factor 1.0946	=	Total 249.17	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			
1 - Base						
Category2 - Plumbing						
140	22 42 13	13 0006		EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Wall Outlet, Elongated Vitreous China Water Closet (American Standard Yorkville™)	$871.63
				Installation	Quantity 1.00 x Unit Price 796.30 x Factor 1.0946 = Total 871.63	
141	22 42 16	13 0005		EA	22" x 19" Porcelain Enameled Cast Iron Wall Hung Lavatory (Kohler® Hampton™)	$650.10
				Installation	Quantity 1.00 x Unit Price 593.92 x Factor 1.0946 = Total 650.10	
142	22 42 39	00 0040		EA	Two Hole, Chrome, Single Handle Lavatory Faucet (Moen 8420)	$197.51
				Installation	Quantity 1.00 x Unit Price 180.44 x Factor 1.0946 = Total 197.51	
Subtotal for Category2 - Plumbing:						**$22,052.72**
Category2 - Slab						
143	01 22 23	00 0294		WK	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	$9,602.03
				Installation	Quantity 2.00 x Unit Price 4,386.09 x Factor 1.0946 = Total 9,602.03	
144	03 31 13	00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	$48,994.30
				Installation	Quantity 6,000.00 x Unit Price 7.46 x Factor 1.0946 = Total 48,994.30	
145	03 31 13	00 0005	0153	MOD	For 4,000 PSI Concrete, Add	$2,364.34
				Installation	Quantity 6,000.00 x Unit Price 0.36 x Factor 1.0946 = Total 2,364.34	
146	03 31 13	00 0033		CY	Up To 6", By Crane And Bucket, Place 3,000 PSI Concrete Slab On Grade	$29,436.26
				Installation	Quantity 121.00 x Unit Price 222.25 x Factor 1.0946 = Total 29,436.26	
147	03 31 13	00 0033	0030	MOD	For 4,000 PSI Concrete, Add	$2,023.78
				Installation	Quantity 121.00 x Unit Price 15.28 x Factor 1.0946 = Total 2,023.78	
148	03 31 13	00 0033	0041	MOD	For >100 To 200, Deduct	-$589.39
				Installation	Quantity 121.00 x Unit Price -4.45 x Factor 1.0946 = Total -589.39	
Subtotal for Category2 - Slab:						**$91,831.32**
Category2 - Termite Treat						
149	31 31 16	13 0002		SF	Termite Pretreatment, Commercial Soil Poisoning Under Slab	$4,860.02
				Installation	Quantity 6,000.00 x Unit Price 0.74 x Factor 1.0946 = Total 4,860.02	
Subtotal for Category2 - Termite Treat:						**$4,860.02**
Subtotal for 1 - Base						**$573,683.59**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X			

2 - Mezzanine Add Alternate

Category2 - Bond

150	01 22 16 00 0002			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								$1,227.66
				Installation	Quantity 1,116.05	x	Unit Price 1.00	x	Factor 1.1000	=	Total 1,227.66		
	Subtotal for Category2 - Bond:												**$1,227.66**
151	03 31 13 00 0003			SF	4" 3,000 PSI Slab On Grade Concrete Slabs Assembly								$10,262.97
				Installation	Quantity 1,600.00	x	Unit Price 5.86	x	Factor 1.0946	=	Total 10,262.97		
152	03 31 13 00 0003		0158	MOD	For >1,000 To 2,000, Add								$1,296.01
				Installation	Quantity 1,600.00	x	Unit Price 0.74	x	Factor 1.0946	=	Total 1,296.01		
153	03 31 13 00 0027			CY	Concrete Pump, Place 3,000 PSI Concrete Mat FoundationExcludes pumping equipment.								$9,079.25
				Installation	Quantity 42.00	x	Unit Price 197.49	x	Factor 1.0946	=	Total 9,079.25		
154	05 12 23 00 0003			TON	Up To 30 LB/LF Beams, Girders And Columns								$5,328.36
				Installation	Quantity 0.75	x	Unit Price 6,490.48	x	Factor 1.0946	=	Total 5,328.36		
155	05 12 23 00 0011			TON	Up To 10 LB/LF Rolled Shape Steel Angles								$5,172.36
				Installation	Quantity 0.50	x	Unit Price 9,450.69	x	Factor 1.0946	=	Total 5,172.36		
156	05 12 23 00 0015			TON	Up To 10 LB/LF Rolled C, MC Steel Channels								$5,558.46
				Installation	Quantity 0.50	x	Unit Price 10,156.14	x	Factor 1.0946	=	Total 5,558.46		
157	05 12 23 00 0019			TON	Up To 20 LB/LF Double L Shape Steel Angles								$2,894.45
				Installation	Quantity 0.30	x	Unit Price 8,814.32	x	Factor 1.0946	=	Total 2,894.45		
158	05 31 13 00 0017			SF	4-1/2" Deep, 16 Gauge Open Ribbed Galvanized Steel Deck								$22,697.63
				Installation	Quantity 1,600.00	x	Unit Price 12.96	x	Factor 1.0946	=	Total 22,697.63		
159	05 51 19 00 0004			RSR	5'-0" Wide Open Steel Grating Tread Metal Stair								$4,931.05
				Installation	Quantity 13.00	x	Unit Price 346.53	x	Factor 1.0946	=	Total 4,931.05		
160	05 51 19 00 0005			SF	Steel Grating Landing With Framing And 2 Pipe HandrailConventional shape.								$1,476.89
				Installation	Quantity 25.00	x	Unit Price 53.97	x	Factor 1.0946	=	Total 1,476.89		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 103973.00
Work Order Title: City of Alpharetta - Wills Park Maintenance Building

Proposal Name: City of Alpharetta - Wills Park Maintenance Building w/ Alternates
Proposal Value: $649,296.72

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X**			
2 - Mezzanine Add Alternate						
161	05 52 13	00 0017		LF	1-1/2" Diameter, Schedule 40, Three Rail, Up To 42" High, Welded Steel Pipe Railing	$1,181.02
				Installation	Quantity 15.00 x Unit Price 71.93 x Factor 1.0946 = Total 1,181.02	
162	05 52 13	00 0023		LF	1-1/2" Diameter, Schedule 40, Four Rail, Up To 42" High, Welded Steel Pipe Railing	$4,507.02
				Installation	Quantity 50.00 x Unit Price 82.35 x Factor 1.0946 = Total 4,507.02	

Subtotal for 2 - Mezzanine Add Alternate **$75,613.13**

Proposal Total **$649,296.72**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Sourcewell

GORDIAN®

Client - City of Alpharetta

Detailed Scope of Work

Print Date:	March 25, 2022
Work Order Number:	103973.00
Work Order Title:	City of Alpharetta - Wills Park Maintenance Building
Contractor:	GA-ST02-040820-PCI - Prime Contractors, Inc.
Brief Scope:	City of Alpharetta - Wills Park Maintenance Building

To: Gary Frantz
Prime Contractors, Inc.
3406 Florence Circle
Powder Springs, GA 30127
813-205-9762

From: Kurt Kirby
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
770-8719195

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see the attached detailed scope of work (DSOW).

Owner _____ Date _____

Contractor _____ **Date** _____

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PRIME CONTRACTORS INCORPORATED
Providing Facility Solutions
Since 1979

Wills Park Maintenance Building VE#2
11925 Wills Rd
Alpharetta, GA 30009

Scope of Work

Summary Scope (March 25, 2022)

This work order consists of; PEMB, Concrete, Sitework, Metal Frame/Drywall/ACT, Paint, Mechanical, Electrical, Plumbing, and Mezzanine Add Alternate #3 per detailed Scope of Work below

1. Drawings and Specifications

Referenced and attached hereto;

1.1 Specifications created from plans by Pond dated 9/7/21.

2. Detailed Scope of Work

The Contractor shall perform all work as described below per any and all attached specifications and drawings:

2.1 PEMB

- Furnish and install (1) 50'x120'x22' eave height, Pre Engineered Metal Building with all steel set, walls, and Standing Seam Roof.
- Includes insulation per plans
- Includes exterior doors per plans
- Includes (2) Roll-up doors per plans
- Includes (2) Windows per plans
- Includes (2) Exhaust Fans with Louvers per plans
- Includes (1) Canopy per plans
- Price does not include Mezzanine

2.2 Concrete

- Form and pour (1) 50 x 120 slab per plans
- Termite Pretreat included

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2.3 Sitework

- Grade area for Metal building, cut no more than 4", fill, level and compoact pad to 95% compaction
- Price assumes sitework contractor before Prime has created a suitable soil slab. Any failings of slab due to bad soils will be a Change Order
- Fine grade and backfill slab and grade area for positive slope away from pad only

2.4 Metal Frame/Drywall/ACT

- Frame 9x7x9 high Restroom at corner of building for restroom using 3 5/8, 20 guage metal studs
- Install R-11 unfaced insulation
- Install 5/8' gypsum board to both sides of walls
- Wood blocking for restroom accessories
- Install 2x2 flat tile ceiling tiles to restroom
- Install (1) 3-0x7-0 metal jamb, metal door to restroom. Price includes (1) restroom door lock
- **VE#2: Frame in Main Floor envelope and (2) Storage rooms per plan attached (includes R-11 unfaced insulation and 5/8" gypsum board per same requirements as Restroom) and 2x2 flat tile ceiling tiles of same area**
- **VE#2 Includes (1) 6-0x7-0 metal jamb, (2) metal door and (1) storage lock**

2.5 Paint

- Prime and (2) coat paint (3) Exterior doors
- Prime and (2) coat paint restroom gypsum walls
- Prime and (2) coat paint (1) Interior Metal restroom door
- **VE#2: Prime and (2) coat paint (1) 6-0 x7-0 Door and jamb**
- **Prime and (2) coat paint all interior gypsum envelope and Storage room walls per plans attached**

2.6 Mechanical

- Provide and install (1) Ceiling Mounted Exhaust Fan and associated ducting to exterior. Exterior Wall Cap included
- **VE#2: Provide and install one 4-Ton Trane heat pump system. To include thermostat, thermostat cable, drain piping, freon lines, filter rack, auxiliary drain pan, high water safety switch, hanging materials, supply, return and fresh air ducting, air distribution devices and complete start up from H&H Mechanical Inc.**
- **Provide Certified Test & Balance Report**

2.7 Electrical

- Install (1) 200 amp, single phase, 240V Meter, Disconnect, and Panel
- 100 LF max underground service to transformer included
- Install (1) 2x4 LED light in Restroom and (1) Switch
- Install (1) 120V circuit in Restroom

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- Install Power to Insta-Hot
- Install (2) Exit combos and (2) Emergency lights
- Install (1) Dedicated outlet at panel
- **VE#2**
    - **Install (4) 4 LF Strip Lights in Main Conditioned Space**
    - **Install (2) 4 LF Strip Lights in Storage Room**
    - **Install (1) 4 LF Strip Light in Electrical Room**
    - **Install (2) Emergency Lights**
    - **Install (2) GFI Outlets**
- **VE#3**
    - **Install (3) 4 LF Strip Lights in the Mezzanine**
    - **Install (2) Emergency Lights**
    - **Install (1) Switch and (1) GFI Outlet**

2.8 Plumbing

- Rough in and complet (1) ADA Restroom
- Includes (1) Toilet, (1) Wall Hung Laavatory, and (1) Insta-Hot water Heater

2.9 Bath Hardware

- Install (1) Bradley 812-2-36 Grab Bar
- Install (1) Bradley 812-2-42 Grab Bar
- Install (1) Bradley 781-2442 Mirror
- Install (1) Bradley 236 Paper Towel and Waste
- Install (1) Bradley 6562 Soap Dispenser
- Install (1) Bradley 5224 Toilet Paper Dispenser

2.10 **Mezzanine Add Alternate #3**

- **Furnish and install Mezzanine. Includes Mezzanine Floor, concrete, stairs, and handrails**
- **Install (3) 4 LF Strip Lights in the Mezzanine**
- **Install (2) Emergency Lights**
- **Install (1) Switch and (1) GFI Outlet**

<u>Pricing is good for 30 days only</u>

3. Details that Apply to All Work Areas

3.1 Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.

3.2 Contractor and all of their subcontractors on site will adhere to the security requirements of the campus including background checks and orientation classes

3.3 Contractor and subcontractors will at all times wear shirts identifying the company they are employed with, accompanied by a badge when deemed necessary.

3.4 Contractor shall perform work, schedule deliveries and have access to areas of work during and after normal business hours as agreed upon <u>and</u> coordinated with Owners contact for this project: **Gary Frantz**

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3.5 Contractor shall work with administrators to coordinate around scheduling conflicts with the occupation in the building

3.6 Contractor shall be responsible for all safety code compliance pertaining to their portion of work

3.7 Contractor shall maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris, rubbish, and waste material from the property of the Owner on a daily basis unless noted otherwise

3.8 No tobacco or alcohol will be permitted on the property of the Owner or in the vehicles of the contractor or their subcontractors

3.9 No radios are permitted

3.10 All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.

3.11 Contractor shall verify all new and existing conditions and dimensions at job site.

3.12 Parking and staging areas will be made available for the Contractor by the Owner and will be coordinated with the Owner prior to beginning work.

3.13 Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.

3.14 Contractor shall install and maintain 48” orange safety fencing around all staging areas or temporary facilities

3.15 Contractor shall not be required to pay Davis Bacon wage rates

4. Warranty

4.1 The Contractor shall provide all extended manufacturers warranties to the owner prior to project closeout.

4.2 All documents necessary, will be addressed to the appropriate Owner Representative for energy rebates when applicable.

5. Permitting:

5.1 At the time of issuance of a Purchase Order for this work, it is understood that permits are **not required**. If this changes, the Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog). At such time of requirement, a scope of work will be agreed upon and approved by all parties before start of additional work.

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6. Submittals

6.1 The Contractor shall submit for approval the manufacturer's cut sheets for materials and equipment utilized for this project prior to commencing any work.

6.2 All finishes and other standard submittals are to be provided to the Owner prior to installation by the contractor.

7. Project Schedule

7.1 Majority of work shall be completed during normal working hours 8:00 am – 5:00 pm Monday thru Friday. After hours and weekends when needed will be coordinated with the Owner at no additional cost. Total project duration is expected to be **34 weeks** upon receipt of purchase order and mobilization

8. Clarifications

8.1 The following items are specifically excluded by Contractor and are not part of this agreement. If at any time during work a hazardous material or unknown condition is uncovered, work will cease until the appropriate scope of work is agreed upon and executed as a supplemental work order package or remedied by the Owner:

8.1.1 Any item not included in the specifications or contract.
8.1.2 Permitting and any associated fees
8.1.3 Hazardous materials not in this scope of work

9. Owner Responsibilities

9.1 Coordinate any State/Local Fire Marshal approvals as necessary.

9.2 Provide access to the worksite during scheduled working hours.

9.3 Provide a staging area for project related materials.

9.4 Owner shall be responsible for re-routing employee and student traffic as necessary

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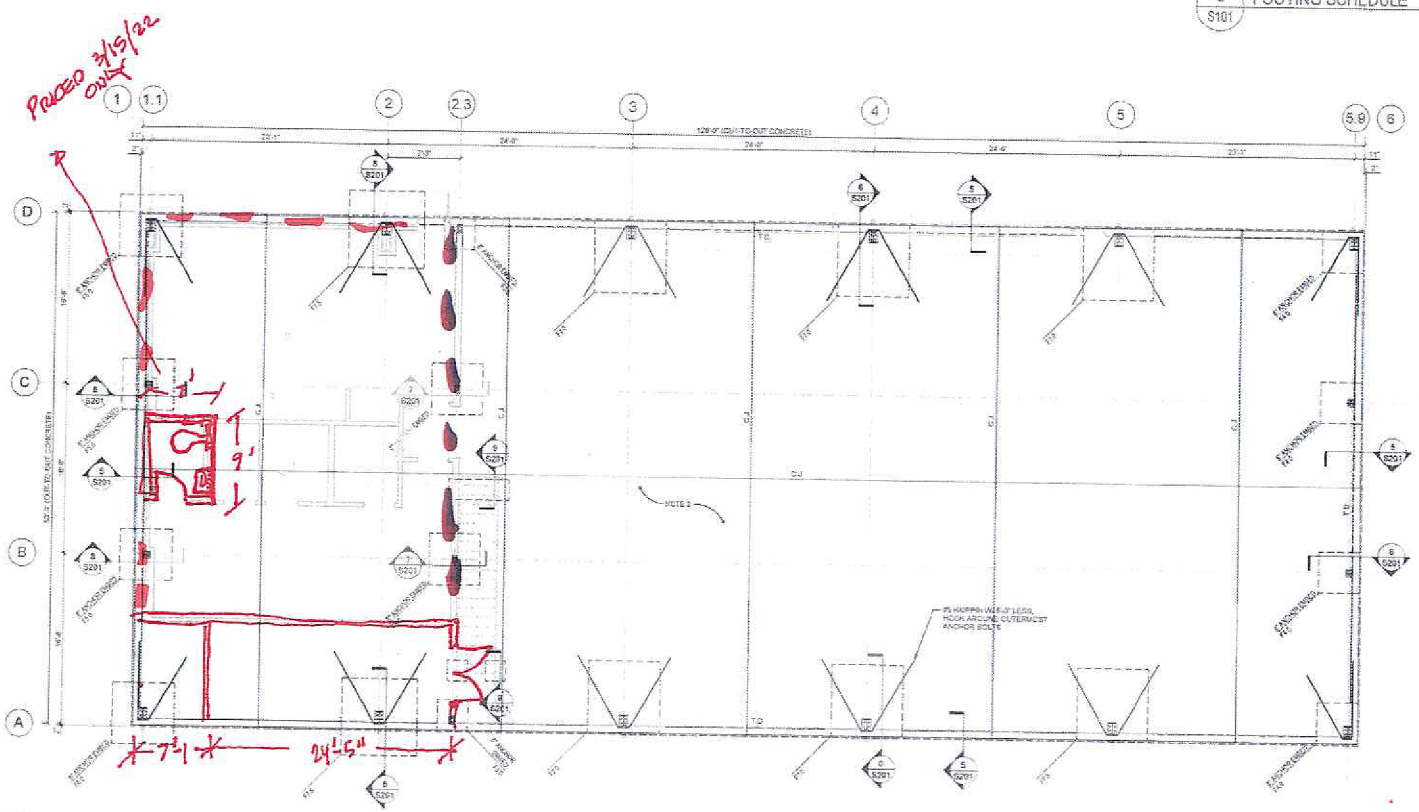
FOOTING SCHEDULE

Type	Width	Length	Thickness	Top Reinf.	Bott.Reinf.	Count	Volume
F2.0	3'-0"	6'-0"	1'-0"	NONE	3 #5, E.W.	2	18.00 CF
F4.0	4'-0"	4'-0"	1'-0"	NONE	4 #5, E.W.	4	64.00 CF
F5.0	5'-0"	5'-0"	1'-0"	NONE	5 #5, E.W.	4	100.00 CF
F6.0	6'-0"	6'-0"	1'-1"	NONE	6 #5, E.W.	2	74.00 CF
F7.0	7'-0"	7'-0"	1'-2"	NONE	7 #5, E.W.	6	207.00 CF
F7.5	7'-6"	7'-6"	1'-2"	NONE	7 #5, E.W.	5	193.00 CF
Grand total: 23						23	777.00 CF

2 S101 FOOTING SCHEDULE



1 S101 FOUNDATION PLAN

SCALE: 3/16" = 1'-0"

GROUND FLOOR REFERENCE ELEVATION = ±0'-0"

FOUNDATION PLAN NOTES:

1. TOP OF SLAB ELEVATION IS 6"±" WITH RESPECT TO GROUND FLOOR REFERENCE ELEVATION, U.N.O. SEE CIVIL DRAWINGS FOR UNLIM ELEVATION. ELEVATIONS NOTED ON PLAN ARE RELATIVE TO GROUND FLOOR REFERENCE ELEVATION, U.N.O.
2. SLAB ON GROUND IS 6" THICK, U.N.O. REINFORCE CONCRETE SLAB W/ 6x6 W2.9xW2.9 WWF. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.
3. TOP OF FOOTING ELEVATION IS 18"±" FROM TOP OF SLAB ELEVATION, U.N.O.
4. "C.J." INDICATES CONTRACTION JOINT PER DETAIL 1/S201. CONTRACTION JOINTS SHALL ONLY BE CUT IN SLAB ON GROUND & TOPPING SLABS. DO NOT CUT IN STRUCTURED SLABS. SEE S203 FOR CONSTRUCTION JOINT DETAIL.
5. ========== INDICATES REINFORCING AT CONTRACTION JOINT ENDS. SEE DETAIL 3/S201 FOR ADDITIONAL INFORMATION.
6. ALL COLUMNS BY PRE-ENGINEERED METAL BUILDING (PEMB) MANUFACTURER.
7. REFER TO PEMB MANUFACTURER FOR ANCHOR BOLT SIZE AND LAYOUT.
8. ANCHOR RODS SHALL BE EMBEDDED 12" INTO CONCRETE FOOTINGS, U.N.O. ON PLAN.
9. PEMB COLUMNS SHALL BEAR ON TOP OF CONCRETE SLAB.
10. PRIOR TO FOUNDATION CONSTRUCTION, PEMB ANCHOR BOLT PLAN MUST BE APPROVED.

FOUNDATION LEGEND

T.O. TURN DOWN SLAB, REFER TO DETAIL 5/S201

F.M. FOOTING MARK, REFER TO FOOTING SCHEDULE ON S101

NOTE:

FOUNDATIONS (FOOTINGS AND PIERS) HAVE BEEN SIZED BASED ON ASSUMED COLUMN SIZES AND COLUMN REACTIONS. ACTUAL PEMB COLUMN SIZES, ANCHOR BOLT LAYOUT, AND COLUMN REACTIONS MUST BE SUBMITTED FOR APPROVAL PRIOR TO POURING FOUNDATIONS AND SLAB CONCRETE. VERIFICATIONS MAY REQUIRE ADJUSTMENTS BASED ON ACTUAL PEMB COLUMN SIZES AND COLUMN REACTIONS.

MH STRUCTURES
Integrity is our foundation.
5077 Dallas Hwy
Suite 201
Powder Springs, GA
30127
(404) 495-4889
www.mhstructures.com

ISSUED DATE: 03/07/2021

NEW CONSTRUCTION FOR
WILLS PARK MAINTENANCE BLDG
11903 WILLS ROAD ALPHARETTA, GA 30009

NO.	Issuance Description	Date
0	PERMIT SET/ISSUED FOR CONSTRUCTION	03/07/2021

Project Number: 0032103

Sheet Name: FOUNDATION PLAN

Sheet Number: S101

DocuSign Envelope ID: 33EACAB8-0707-4A41-A9C8-4E93BDA4B577

GORDIAN®

Georgia®
Department of Administrative Services

ezIQC® Overview

Streamlined Procurement Through Georgia Department of Administrative Services (GDOAS)

When you need to get repairs, renovations, upgrades or time-sensitive work underway quickly, Gordian's ezIQC solution, available through GDOAS, allows you to access competitively-awarded contractors ready to get started on your project immediately. With ezIQC, you avoid the red tape of traditional procurement, issue POs in days and still satisfy your local competitive-bidding requirements. And you can do all this while taking advantage of cooperative volume discounts.

Cost Control

ezIQC establishes local material, labor and equipment pricing upfront in a Construction Task Catalog®, allowing project owners to control costs. Even when changes happen or emergencies strike, ezIQC's preset prices ensure project costs don't get out of hand.

Time Savings

Project initiation with ezIQC is much simpler and faster than it is with traditional construction procurement methods. With a pool of contractors readily available and preset pricing for Tasks, projects can start in a matter of days.

Quality Work

An experienced Gordian representative will work with you and your awarded contractor to ensure quality every step of the way. Gordian assists in the development of a Detailed Scope of Work and ensures the Price Proposal is accurate, so you can rest assured your project is done right.

> "It's an easy way for you to get quality projects done. We love it. I've passed it to other towns, and they love it, too."
>
> Susan Bransfield, City of Portland, CT

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Each Project Follows the Same Simple Five-Step Process:

1. Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

2. Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

3. Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

4. Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

5. Purchase Order Issued

Once you are 100% satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.

Get Started

1. Go to ezIQC.com
2. Enter your contact information and brief project description
3. We will contact you and walk you through the process

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GORDIAN®

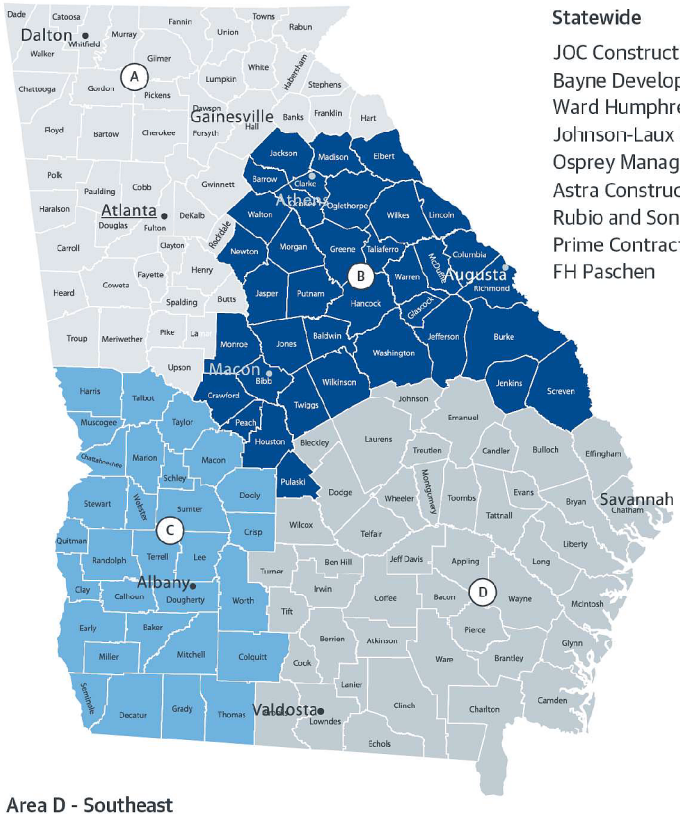
ezIQC®

Georgia®
Department of Administrative Services

Georgia Department of Administrative Services Convenience Contract

ezIQC is available in Georgia through the Georgia Department of Administrative Services statewide convenience contract 99999-S20200901.

Contractor Service Areas



Statewide

JOC Construction LLC
Bayne Development Group, LLC
Ward Humphrey, Inc.
Johnson-Laux Construction
Osprey Management
Astra Construction Services, LLC
Rubio and Son Interiors, Inc.
Prime Contractors, Inc.
FH Paschen

Area A - Northern

Brown & Root Industrial Services, LLC
Greene and Burdette Property Management LLC
HITT Contracting
Striker Contracting, LLC
Crown Service Contractors
Albion Scaccia Enterprises, LLC
Paryani Real Estate LLC
HCR Construction, Inc.
Lichty Commercial Construction, Inc.
Place Services, Inc.

Area B - East Central

Greene and Burdette Property Management LLC
Crown Service Contractors
HITT Contracting
Albion Scaccia Enterprises, LLC
Centennial Contractors Enterprises
Darsey Construction LLC
Place Services, Inc.
Ujamaa Construction

Area C - Southwest

Darsey Construction LLC.
Greene and Burdette Property Management LLC
Albion Scaccia Enterprises, LLC
HITT Contracting
Place Services, Inc.
Centennial Contractors Enterprises
Engineering Design Technologies, Inc.
Ujamaa Construction
Jewel of the South, Inc.

Area D - Southeast

Darsey Construction LLC.
Greene and Burdette Property Management LLC
Lynn Construction Contracting, Inc.
Albion Scaccia Enterprises, LLC
HITT Contracting
Place Services, Inc.
Centennial Contractors Enterprises
Engineering Design Technologies, Inc.
Ujamaa Construction

With ezIQC, you can start on repairs, renovations, upgrades or even new construction quickly. Simply visit ezIQC.com and enter a brief project description. We'll contact you to walk you through the process.

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PARTICIPATION AGREEMENT (CONTRACT)
between
Prime Contractors, Inc.
and the
STATE OF GEORGIA – DEPARTMENT OF ADMINISTRATIVE SERVICES
for
Sourcewell Contract #: GA-ST02-040820-PCI
Georgia Statewide Contract # 99999-SPD-S20200901-00015

WHEREAS OCGA 50-5-51(9) authorizes DOAS to enter into agreements with nonprofit organizations to further promote the purposes and policies set forth in OCGA 50-5-50 et.seq.; and

WHEREAS Sourcewell is a government cooperative purchasing consortium that can expand the purchasing base for DOAS and thereby create leverage and economies of scale DOAS cannot create by itself; and

WHEREAS Sourcewell issued Invitation for Bid GA-040820 soliciting indefinite quantity construction services; and

WHEREAS Prime Contractors, Inc. ("Contractor") submitted a bid; and

WHEREAS after reviewing Contractor's Bid, Sourcewell selected Contractor as one of the approved vendors to provide indefinite quantity construction services in accordance with Indefinite Quantity Construction Agreement between Sourcewell and Contractor dated April 20, 2020 and the following contract documents: Book 1 - Project Information, Instructions to Bidders and Execution Documents; (b) Book 2 - IQCC Standard Terms and Conditions and IQCC General Conditions; (c) Book 3 - Construction Task Catalog, (d) Book 4 - Technical Specifications; and any Addenda thereto

WHEREAS the term of this Participating Addendum (Contract) will be effective September 1, 2020 through July 20, 2021 and coterminous with the Master Agreement term unless otherwise cancelled or terminated. The parties must mutually agree to renew this Participation Agreement for additional periods of one year (12 months) each. Sourcewell amendments to extend the term date are automatically incorporated into this Participating Addendum (Contract) unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum (Contract).

WHEREAS DOAS has determined the pricing formulas in Contractor's Bids submitted to and approved by Sourcewell are as good as or better than prices ordinarily achieved through individual competitive bids.

NOW THEREFORE the parties agree as follows:

1. Forum and Choice of Law

The laws of the state of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the state.

2. Legal Compliance

This Contract shall be interpreted and governed by the laws of Georgia without regard to principles of conflicts of laws. Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any

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governmental authority having jurisdiction over the project or the performance of the work, and the specific laws noted below, and shall ensure such compliance of its Subcontractors.

2.1. Open Records Act. Authorized User and Contractor acknowledge and agree that certain records of the project and the work, including records of Subcontractors, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, with particular attention being called to O.C.G.A. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entities engaged in performance of services or functions on behalf of a state agency, public agency, or public office.

2.2. Energy Efficiency and Sustainable Construction Act of 2008. All projects subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008 ("Energy Act") must be designed so that not less than 10 percent of all building materials used in the project are materials that are harvested, extracted, or manufactured in the State of Georgia where such products are commercially available. Contractor shall track the value of all Georgia-based materials installed in the project. Contractor shall provide documentation to ensure compliance and shall complete the Georgia-Based Materials and Products Checklist to certify compliance with, the requirements of the Energy Act. A copy of Georgia-Based Materials and Products Checklist can be located at the following link:

https://gsfic.georgia.gov/sites/gsfic.georgia.gov/files/related_files/press_release/Ga%20Peach%20Guidelines%20Presentation%205-17-13.pdf

2.3. Illegal Immigration Reform and Enforcement Act of 2011. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 et seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with Subcontractors who present an affidavit as required by O.C.G.A. § 13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services in satisfaction of this Contract.

2.4. Drug-Free Workplace. Contractor certifies that it will provide a drug-free work place in accordance with the Drug-Free Workplace Act, O.C.G.A. §§ 50-24-1 *et seq.*. Contractor certifies that it will secure from all Subcontractors the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

2.5. Applicable Sales and Use Taxes. Contractor shall pay all applicable sales and use taxes, including such taxes on the Authorized User supplied tangible personal property that is to be incorporated into the project as required by O.C.G.A. 50-24-1(h)(1). Prior to supplying such property, Authorized User shall provide notice of the amount of tax owed for such tangible personal property.

2.6. No Boycott of Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §§ 50-5-85.

2.7. Sexual Harassment Prevention. The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If

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Contractor has employees and Subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

2.7.1. Contractor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy;

2.7.2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at the following link:

https://www.youtube.com/embed/NjVt0DDnc2s?rel=0

Prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the Authorized User, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

2.8. Variances. If Contractor observes that the construction documents are at variance with any laws, ordinances, rules, regulations, or codes stated above, it shall promptly give Notice to Authorized User. If Contractor performs any work contrary to such laws, ordinances, rules, regulations, or codes without providing such prior notice to Authorized User, it shall bear all costs arising therefrom. No variances from the Contract are allowed except to the extent that the said variances are necessary to comply with the above-stated codes. If any express requirements of the Contract are at variance with the above-stated codes, a change order shall be executed to bring the Contract into compliance with the above-stated codes.

2.9. Notice. Any notice or other material communication required or permitted under this Contract shall be in writing, dated, and signed by an officer or duly authorized representative of the party making same. Unless otherwise required by the provisions of this Contract, notice may be sent via electronic mail, fax, U.S. Mail, or hand delivered. All members of the Project Team shall be copied on any notice. The persons and addresses to which notices should be given may be changed by notice given in accordance with this section. Such notice shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery.

2.10. Order of Precedence of Contract and Changes. In the event of conflict among the Contract documents, a change order shall control over any previous change order; and a change order shall control over the general requirements, which shall control over this Contract, which shall control over the general requirements, which shall control over the specifications.

2.11. Order of Precedence in Construction Documents. The following general principles shall govern the settlement of disputes that may arise over conflicts in the construction documents: (a) as between the drawings and specifications, the specifications shall govern; (b) as between figures given on drawings and the scaled measurements, the figures shall govern; and (c) as between large-scale drawings and small-scale drawings, the larger scale shall govern. Conflicts discovered shall be immediately reported to Authorized User.

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3.Authorized Source of Supply

DOAS authorizes cooperative purchasing through Sourcewell so that state and local government entities hereafter referred to as Authorized Users may contract for indefinite quantity construction services using the pricing formulas in the Contractor's Bid.

Any such Order placed by an Authorized User for construction services under this agreement shall be bound by the terms and conditions set forth in the Contract Documents referenced above; provided, however;

3.1. Work Order Threshold. Contractor is not obligated to enter into an individual Order with any Authorized User for supplies or services less than $2,000.00. Contractor shall not enter into an individual Order with any Authorized User for supplies and services more than $1,000,000 without prior approval from DOAS;

3.1.1 Contractor shall not enter into a series of Orders with the same Authorized User within a thirty (30) day period for supplies and services that together total more than $2,000,000.00 without prior approval from DOAS.

3.2. Work Order Response. Contractor is required, as soon as practicable after award of the Work Order, to furnish in writing to the Authorized User the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work, along with estimated values to be paid to each Subcontractor. The Authorized User will reply promptly to the Contractor in writing stating whether or not, after due investigation, Authorized User has reasonable objection to any such proposed person or entity. Failure of the Authorized User to reply promptly shall constitute notice of no reasonable objection.

3.1.2. The Contractor shall not contract with a proposed person or entity to whom the Authorized User has made reasonable and timely objection.

3.1.3. If the Authorized User has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Authorized User has no reasonable objection.

3.3. Work Order. The Authorized User may issue a Work Order based upon the needs and scope of their particular construction service requirements referencing SWC_____. Any specific requirements would be attached to the Order as "Special Conditions." All orders under this Contract are to be made out to and processed by the Authorized User and should contain the following:

(i) Mandatory Language "Work Order is subject to the Indefinite Quantity Construction SWC No.:";
(ii) Agency Name, Address, Contact, & Phone-Number and;
(iii) Reference to the state contract number and contractor's name. "**99999-SPD-00000 - Contractor's Name**"
(iv) Completed Project Charter for Services

3.4. Fund Obligation. This Participation Agreement authorizes the Contractor to enter into Orders with Authorized Users hereunder. Each Order that the Contractor executes with Authorized Users is a separate obligation between the Contractor and the Authorized User. DOAS shall not be responsible for the payment of any Orders executed by the Authorized User.

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3.5. Reporting. Contractor shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Contractor in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account.

3.5.1. Contractor shall submit a monthly contract status report to DOAS' contract administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, small and minority business utilization,

3.5.2. Contractor shall supply a Progress Report to Authorized User by the end of the first week of each month, a minimum of one week prior to the monthly Progress Meeting. The Progress Report shall include the following:

1. Project/management summary
2. Work performed during the reporting period
3. Milestones met and/or achieved
4. Progress against the schedule (any changes is to be identified together with remedial action)
5. Dependencies
6. Problems experienced
7. Activities planned for the next period
8. Risk log status
9. Action log status
10. Assumption log status.

The format of the progress report shall be agreed upon with the Authorized User during the initial Scope Meeting. In addition, the same level of reporting (but by entity) shall be provided to DOAS during the Business Review meetings. Reporting may include, but not limited to, open single and multiple projects.

3.5.3. Upon Request, the Contractor shall provide, evidence of the Contractor's good faith efforts to utilize local, small and minority businesses.

3.6 Construction Task Catalog Updates. On the anniversary of the Sourcewell solicitation, a new Construction Task Catalog will be furnished. The new Construction Task Catalog will be effective for the twelve (12) month period after the anniversary of the Sourcewell award date. The Construction Task Catalogs that accompany each anniversary shall only apply to Work Orders issued after the effective date of that specific renewal option and shall have no impact on Work Orders issued prior to the effective date of that specific renewal option.

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SUPPLIER: Prime Contractors, Inc. 3406 Florence Circle, Powder Springs, GA 30127 404-456-4579 Keith Dunn kdunn@primecontractorsinc.net SERVICE AREA	*Area A*	Area B	Area C	Area D
Normal Working Hours - Prevailing Wage – Non-Secure Areas 7am-4pm Mon-Fri; except Holidays	1.0946	1.0946	1.0946	1.0946
Other than Normal Working Hours - Prevailing Wage – Non-Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.1162	1.1162	1.1162	1.1162
Normal Working Hours – Non-Prevailing Wage – Secure Areas 7am-4pm Mon-Fri; except Holidays	1.1189	1.1189	1.1189	1.1189
Other than Normal Working Hours - Non-Prevailing Wage – Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.1216	1.1216	1.1216	1.1216
Non Pre-Priced Items	1.1622	1.1622	1.1622	1.1622

3.7. Quarterly Business Review Meetings. Contractor must participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by the Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

4. Bonds. Upon execution of the Contract, Contractor shall furnish requested bonds (a performance bond and/or a payment bond), with a penal sum equal to at least the Contract Sum. Surety companies must be acceptable to Authorized User. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia.

5. Indemnification Obligation. Contractor shall indemnify, defend, and hold harmless Authorized User, the State of Georgia and its departments, agencies and instrumentalities, and all of their respective officers, members, employees, and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, judgments, liability, demands, losses, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of Contractor, its Subcontractors, its agents, employees, or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any applicable Federal, State or local law, rule, or regulation. The indemnification obligation set forth in this section extends to the successors and assigns of Contractor and will survive the termination of the Contract or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

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This indemnification obligation does not extend beyond the scope of the any Project, this Contract, and the work or obligations undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

6. Time

6.1. Duty to Commence and Complete Work. Contractor shall commence physical work at the project site within ten (10) days of the issuance of the Proceed Order but shall not commence any physical work on the site until a Proceed Order is issued. Contractor shall achieve Material Completion of the Project not later than the Material Completion Date.

6.2. Time is of the Essence. Time is of the essence of this Contract and all obligations hereunder. Time being of the essence, it is mutually agreed that Owner will suffer damages if Contractor does not achieve Material Completion by the Material Completion Date and Contractor shall therefore compensate Authorized User for the delay as provided in Section 5.3. Contractor has carefully examined and analyzed the Site, the Contract, Construction Documents, and all known factors related to its ability to achieve Material Completion by the Material Completion Date. Contractor agrees that the stipulated Contract Time is fair and reasonable.

6.3. Liquidated Damages for Delay. The parties may agree to an amount to paid as Liquidated Damages if Contractor fails to achieve Material Completion by the Material Completion Date. If the parties agree to Liquidated damages, such Liquidated Damages shall be stated in the Work Order and the Project Charter. The specified liquidated damages are not a penalty but are agreed to in advance because of the difficulty of determining and proving the amount of delay damages incurred by the Authorized User as a result of the delay. Liquidated Damages shall be charged beginning upon the day following the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued. Liquidated Damages shall be deducted from payments due to Contractor as they accrue and such deduction shall be in addition to the retainage provided for in the Contract. If the parties do not agree to a sum for Liquidated Damages, the Authorized User shall be entitled to recover its actual damages if Contractor fails to reach Material Completion by the Material Completion Day.

7. Contract Suspension and Termination

7.1. Termination. The termination of this Contract does not in and of itself terminate any Order(s) executed pursuant to the authorization of this Contract; provided, however, termination of the Contract may be considered by any Authorized User in its determination whether to terminate its individual Order with the Contractor.

7.2. State Right to Terminate Work Order Without Cause. The state may terminate the contract at any time, without cause, upon giving Contractor 60 days' Notice. In the event the state elects to terminate the Contract the state shall pay Contractor, in accordance with the terms of the Contract for all work executed prior to termination, up to the unpaid balance of the Contract Sum.

7.3. Authorized User's Right to Terminate Work Order for Cause. Authorized Users may terminate the Work Order if Contractor is in breach of a Notice of Non-Compliant Work; if Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency; if Contractor persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the project; if Contractor abandons the project for a period of seven (7) or more days; if Contractor is otherwise guilty of a substantial violation of any provision of the Work Order or for any reason that would permit Authorized Users to terminate the Work Order under applicable law. Authorized Users may terminate the Work Order or these causes, without prejudice to any other right or remedy under

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this Contract, at equity, or in law, upon giving Contractor fifteen (15) days' Notice of Authorized User's intent to terminate for cause.

7.4. Authorized User's Right to Retain Work Upon Termination for Cause. Upon termination for cause, Authorized Users shall have the right to take possession of the work, together with all materials, equipment, tools, and improvements thereon and to finish the work by whatever reasonable method Authorized Users may deem expedient.

7.5. Payment Due Upon Termination for Cause. Upon termination for cause, Contractor shall not be entitled to receive any further payment until the work is completed. Upon completion, Authorized Users shall pay the positive excess of (i) the unpaid balance of the Contract Sum over (ii) Authorized User's cost of completion of the work, plus any damages incurred by Authorized Users due to such termination or the basis for such termination, including but not limited to liquidated damages for delays in completion.

8. Construction Phase Requirements

8.1. Review of Construction Documents. Prior to commencing the work, Contractor shall review all construction documents for any inconsistency, ambiguity, error, or omission. When potential design issues are identified, Contractor shall annotate the construction documents and shall issue an explanation in writing to the Authorized User. The Authorized User shall furnish complete, definite, and clear instructions in response to the request in writing, or by issuing drawings, or both. In the event instructions are given orally for expediency, they shall be confirmed in writing or by drawings within five (5) days following the oral instructions. Any such additional instructions shall be consistent with the Construction Documents and reasonably inferable therefrom. Contractor shall not proceed with the affected work until receiving a response from the Authorized User.

8.2. Progress Reports. During the construction phase, Contractor shall monitor the progress of the work for conformance with the overall project schedule and keep the Authorized User informed of such progress and shall maintain records documenting the progress of the work. Contractor shall submit progress reports at intervals reasonably determined by the Authorized User. Progress reports shall document the progression of the work and shall include information on the percentage of completion and indicate completed activities and any changes in sequencing or activity durations, including approved change orders. Progress reports also note dates by which non-compliant work shall have been cured and note the actual date of cure of the non-compliant work.

8.3. Supervision of Work. Contractor shall supervise and direct the work using diligent skill and attention in order to ensure satisfactory progress of the work and that the quality of the work complies with the Contract. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures. Contractor is fully responsible to Authorized User for the acts and omissions of its officers, employees, agents, all Subcontractors and their respective officers, employees and agents, and all other persons on the site at the direction of Contractor or to perform work. Non-performance, improper performance, or other default by any Subcontractor or employee or agent of Contractor shall not excuse Contractor from its obligation to assure timely performance of the work in compliance with the Contract.

8.4. Safety. The Contractor is responsible for the safety of the site and the work. The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. § 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents. Contractor shall properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created thereby.

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8.5. Project Charter Compliance. The Project Charter herein must be used to officially start and complete all state projects. It formally authorizes the existence of the project and provides a reference source. The charter gives a direction and a sense of purpose to the project management from start to end. To show consensus, ensure the project remains on schedule, and issues are addressed timely all parties must sign Project Charter document prior to the start and at completion of ANY state entity project.

9. Warranties, Inspections and Correction Work

9.1. Construction Warranty. All work shall be free from defects and conform to the requirements of the Contract. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. Such warranties are referred to herein as the Construction Warranty. In addition to the Construction Warranty, Contractor shall provide all additional warranties called for in the construction documents. These warranties shall be in such form as to permit direct enforcement by the Authorized User against any Subcontractor or third party whose guaranty or warranty is called for. The calling for or the furnishing of written warranties or bonds shall in no way limit the Construction Warranty and the contractual obligations of Contractor hereunder.

9.2. Inspection of the Work. Both Contractor and Authorized User have separate duties to inspect the work. Inspection of the work by the Authorized User or any third party shall not diminish, relieve, or alter the responsibility of Contractor to ensure that all work complies with the Contract. The failure of Authorized User or other third-parties to discover or notify Contractor of the existence of non-compliant work shall not relieve Contractor of its responsibility to ensure that all work complies with the Contract, and neither the Certificate of Material Completion or Certificate of Final Completion nor payment shall relieve Contractor of responsibility to ensure that all work complies with the Contract.

9.3. Contractor's Inspection of the Work. Contractor has an indivisible, non-delegable, and nontransferable contractual obligation to Authorized User to make inspections of the work at all stages to confirm at all times that all work has been executed strictly in accordance with the Contract. Contractor shall not rely on an inspection by the Authorized User or any other third party to identify non-compliant work.

9.4. Notice of Non-Compliant Work. The Authorized User may issue a Notice of Non-Complaint work if it observes non-compliant work, including failure to maintain the overall project schedule. The Notice of Non-Compliant Work shall be in writing, dated, and addressed to Contractor with a copy to the Authorized User, as applicable. The Notice of Non-Compliant Work shall include a description of the non-compliant work, a citation to the provision of the Contract (or incorporated document or standard) that has been violated, and a reasonable period to correct the non-compliant work ("Cure Period"). If Contractor is unsure or unaware of any information necessary to correct the non-compliant work, it shall immediately request such information in writing. In the event that the Authorized User incurs increased costs due to re-inspection of work that was found to be non-compliant, Contractor shall be liable for the costs of the re-inspection, including but not limited to the salary, professional fees, and travel expenses of the Authorized User or inspection firm.

9.5. Duty to Promptly Correct Work. Contractor shall promptly correct any non-compliant work within the Cure Period stated in the Notice of Non-Compliant Work. The duty to correct the work shall apply whether the non-compliant work is discovered before or after Material Completion. Contractor shall bear the costs of correcting such non-compliant work, including, without limitation, additional testing and inspections and shall bear the expense of restoring all work of separate contractors affected or destroyed by such removal or replacement. Contractor shall give prompt

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notice upon completion of the correction of the non-compliant work. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction of the non-compliant work.

9.5.1. Notice of Non-Compliant Work for Failure to Maintain Schedule. If the Authorized User issues a Notice of Non-Compliant Work for failure to maintain the Overall Project Schedule, Contractor shall deliver to the Authorized User a written plan explaining how Contractor intends to bring the project back in compliance with the overall project schedule within seven (7) days of the issuance of the Notice of Non-Compliant Work. Contractor's plan must provide sufficient detail to allow the Authorized User to determine the proposal's feasibility.

9.5.2. Authorized User's Option to Accept Non-Compliant Work. If the Contractor and the Authorized User deem it inexpedient to correct Non-Compliant Work, Authorized User may agree, in writing, to accept the Non-Compliant Work and make an equitable deduction from the Contract Sum which shall be deducted from Contractor's next payment.

9.5.3. Authorized User's Remedies for Breach of Notice of Non-Compliant Work or Failure to Prosecute the Work. If Contractor does not correct the Non-Compliant Work within the Cure Period stated in the Notice of Non-Compliant Work, Contractor shall be deemed to have breached the Notice of Non-Compliant Work. If Contractor breaches a Notice of Non-Compliant Work or fails to prosecute the Work in accordance with the Contract, Authorized User may, after giving five (5) days' Notice to Contractor, correct the Non-Compliant Work, prosecute the work, or supplement the labor of Contractor or its Subcontractors and deduct the costs thereof from any payment then or thereafter due to Contractor and recover any resulting deficit from Contractor. The remedies stated in this section are in addition to the remedies otherwise available to Authorized User and are without prejudice to any other remedies.

10. Change Orders

10.1. Change Orders. The Authorized User may order changes in the work consisting of additions, deletions, or modifications to the work, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized only by written change order signed by the Authorized User. Without a change order executed by the Authorized User, Contractor shall not make any changes in the work or perform any work that is not a part of the Order, nor shall Contractor receive any compensation or make any claim therefor.

10.2. Change Order Sum. The change order sum may be determined in one or more of the following ways: 1) by an estimate of allowable change order costs agreed upon in advance and paid as a lump sum ("Lump Sum Change Order"), 2) by unit prices named in the Contract or subsequently agreed upon, which unit prices shall include all Contractor overhead, profit, and markup ("Unit Price Change Order"), or 3) by the amount of actual allowable change order costs incurred in the performance of the change order work ("Force Account Change Order").

10.3. Change Order Proposals. Any change order shall contain a description of change order work provided by the Authorized User. Contractor shall promptly respond to the proposed change order with an estimate of the allowable costs of the change order work and the impact to the project schedule. The response shall include an itemized breakdown of allowable change order costs and a justification to the change in the project schedule. The Contractor's justification is provided so that the Contractor, and the Authorized User can determine whether the proposed change in Contract Time or Contract Sum is reasonable and in compliance with the terms of the Contract.

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10.3.1. Disagreement as to Change in Contract Sum. In no event shall any increase in the contract sum for such change order work exceed the increase identified in Contractor's response.

10.4. Acceptance of Proposed Change Order. If the Authorized User agrees with Contractor's proposed changes to the contract time and contract sum, then the Authorize User shall execute the Change Order. Upon the Authorized User's execution, the Change Order shall be binding and of full force and effect. All change orders shall be performed under the conditions of the original Contract except as specifically modified by the change order. The change in contract time and contract sum (if any) provided by the change order constitutes compensation in full to Contractor for the change order work and accounts for all delays and impacts related thereto.

11. Project Close Out

11.1. Inspections for Material Completion. Contractor shall request an Inspection for Material Completion when it has completed all work, except for minor Items and permitted incomplete work and submitted all required documents, including final documents.

11.2. Cleaning Prior to Material Completion. Prior to the inspection for Material Completion, Contractor shall remove from the site all waste and perform a thorough cleaning of the Work. Contractor shall dust all hard surfaces, mop all hard floors, vacuum all carpet, remove any stains and paint spots, clean and polish all plumbing fixtures and equipment, clean all electrical and mechanical equipment, and clean all ductwork and filters if dirty. Contractor shall also restore any existing facilities such as roads, landscaping, pavement, fencing, curbing, and the like at the site to at least their pre-construction conditions. Contractor may leave equipment at the site as necessary to achieve Final Completion of the Project. To achieve Material Completion, Contractor shall have fully cleaned the site.

11.3. Notice of Readiness for Inspection for Material Completion. When Contractor determines that the Project is ready for Inspection for Material Completion, Contractor shall give Notice to the Authorized User requesting Inspection for Material Completion. Such notice shall be provided at least seven (7) days in advance of the date requested for Inspection for Material Completion. Such Notice shall include a copy of the Initial Punchlist. If Contractor requests inspection for Material Completion and it is determined by the Authorized User that the Project has not reached Material Completion, referred to as a "false start," then Contractor shall be liable for the costs and damages resulting therefrom.

11.4. Inspection, Certificate of Material Completion. The Authorized User shall conduct the Inspection for Material Completion and shall confirm the Final Punchlist by adding or deleting minor items or permitted incomplete work as appropriate. Upon completion of the Inspection for Material Completion, if the Authorized User determines the work has reached material completion, the Authorized User shall execute the Certificate of Material Completion and attach a first draft of a Final Punchlist, which may be handwritten or in electronic format and which shall list all minor items and permitted incomplete work and assign amounts to be withheld from the Payment for Material Completion on account of each minor item and permitted incomplete work. The Final Punchlist shall include completion dates for the permitted incomplete work. All minor items shall be completed within thirty (30) days of material completion.

11.5. Payment for Material Completion. Upon material completion, Contractor shall submit a Payment Application along with a Payment Affidavit certifying completion of all work in accordance with the contract, except for minor items and permitted incomplete work, and releasing all claims against the Authorized User of any nature arising out of the project except any claims noted on the Payment Affidavit. If Contractor fails to provide a Payment Affidavit, Payment for material completion shall operate as settlement, waiver, release, discharge, and

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payment in full of all claims (including Claims) against Authorized User of any nature arising out of the project except for the work associated with the minor items and the permitted incomplete work.

11.6. Material Completion. A determination that Contractor has achieved material completion, the issuance of a Certificate of Material Completion, or Authorized User's Payment for Material Completion shall not preclude or diminish Authorize User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

11.7. Final Completion, Payment. Final completion is the completion of all work. When Contractor has completed all work, it shall request an inspection for final completion. The Authorized User shall inspect all work and if it determines that all work it complete, it shall execute the Certificate of Final Completion. Upon final completion, Contractor shall submit a Payment Application requesting the remainder of the contract sum. Acceptance of payment for final completion by Contractor shall operate as settlement, waiver, release, discharge and payment in full of all claims against the Authorized User of any nature arising out of the project.

11.8. Final Completion. A determination that Contractor has achieved Final Completion, the issuance of a Certificate of Final Completion, or Authorized User's Payment for Final Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

12. Payment

12.1. Schedule of Values. Prior to the issuance of the proceed order, Contractor shall submit a Schedule of Values of the work to assist the Authorized User in reviewing Payment Applications. The Schedule of Values shall allocate the contract sum to the portions of the work in such detail as Authorized User require. If requested, Contractor shall provide evidence of the accuracy of the Schedule of Values. Unless objected to the Authorized User, the Schedule of Values shall be used to determine the payment due for completion of each portion of the work.

12.2. Payment Applications. Contractor shall submit a Payment Application to the Authorized User by the fifth (5th) day of each month for the work performed during the previous month on the form supplied by the Authorized User. The Payment Application shall itemize the total sum billed in the same format as the Schedule of Values and shall include the percentage complete for each item of work. Contractor shall submit no more than one (1) Payment Application during each month. No payment shall become due to Contractor until a proper Payment Application is submitted.

12.3. Representations of Contractor. The Payment Application constitutes a representation by Contractor to the Authorized User that (i) the quality of the work covered by the application is in accordance with the Contract; (ii) Contractor is entitled to payment in the amount requested; (iii) all work covered by any previously approved Payment Application, for which Contractor has been paid, is free and clear of liens, claims, security interests or encumbrances, and (iv) title to all work covered by the Payment Application will pass to Authorized User no later than the time of payment.

12.4. Payment. The Authorized User shall make payment for all work completed in the previous month, based upon the Schedule of Values and Contractor's estimate of percentage complete, less the retainage and subject to Authorized User's right to withhold amounts and Authorized User's right to adjust for overpayments. Authorized User shall make payment to Contractor no later than thirty (30) days after receipt of a properly completed Payment Application.

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12.5. Disputed Payments. The Authorized User and Contractor agree to use their best efforts to resolve all disputes concerning the Payment Application during the said thirty (30) day payment period. If Authorized User disputes a portion of the Payment Application, Authorized User shall make payment of all undisputed amounts within the thirty (30) day payment period. If payment disputes continue, DOAS shall be notified for further action.

12.6. Payments Withheld. Authorized Users may withhold payment, or nullify the whole or part of any previous Payment Application, to such extent necessary to protect Authorized Users from loss on account of any one or more of the following: (i) Non-Compliant Work; (ii) failure of Contractor to make payments due to Subcontractors; (iii) reasonable evidence that the Contract cannot be completed for the unpaid contract sum; (iv) damage to a separate contractor or to any other third party, or reasonable evidence that third parties may file claims against Authorized User due to acts or omissions of Contractor; (v) failure to maintain the overall project schedule, or (vi) requests for or prior payment of costs that are not required to be reimbursed hereunder. When the grounds for withholding payment are remedied (if applicable), payment shall be made for amounts withheld because of them. In the case of withholding payment for failure to pay Subcontractors, Authorized User may agree to payment upon receipt of a satisfactory Consent of Surety.

12.7. Payment of Subcontractors. Contractor shall pay Subcontractors the amount due for Subcontractor's work, less applicable retainage, within seven (7) days of receipt of payment from Authorized User for such work unless the contract between Contractor and Subcontractor provides that no such payment is due (e.g. without limitation, as a result of non-performance under the Subcontract). The Authorized User has the right to request evidence from the Contractor that the Contractor has properly paid all Subcontractors. If the Contractor fails to provide such information within seven (7) days of Authorized User request, Authorized User shall have the right to contact Subcontractors to determine if they have been paid. Authorized User shall have no obligation to pay or see to the payment of money to a Subcontractor.

12.8. Milestone Payments. Authorize User shall have the option to make milestone payments in which the Authorized User shall make payments to the Contractor in accordance with an agreed upon Milestone Payment Plan for Work Orders subject to satisfactory completion of the milestone events detailed in the Project Charter.

12.9. Retainage. Until the payment for Material Completion, Authorized User may withhold retainage in the amount of ten percent (10%) from each Payment Application.

12.10. Freezing Retainage. After one-half (1/2) of the Contract sum has been paid, upon submission of the next Payment Application following the payment of one-half of the contract sum, if the work is on or ahead of schedule according to the overall project schedule and there are no unresolved breaches of non-compliant work, Contractor may request that the Authorized User stop the collection of retainage. Upon Authorized User approval, the previously withheld retainage will be converted to a lump sum to be held by Authorized User until Material Completion and Authorized User will collect no additional retainage unless retainage is reinstated. Authorized User will reinstate collection of retainage if the work is five percent (5%) or more behind schedule according to the overall project schedule or if Contractor breaches a Notice of Non-Compliant Work. Authorized User will continue the collection of retainage under this section until the breach is cured or the time is recovered and the project is on or ahead of schedule.

12.12. Retainage Release. When Material Completion is achieved, retainage shall be paid to the Contractor with the payment for Material Completion.

12.13. Contractor Administrative Fee Compliance. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting

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contract. The administrative fee amount for this statewide contract is **1%**. Contractors currently holding one or more Participating Agreements are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes every quarterly reporting and administrative fee submission requirements. DOAS will not award the resulting Contract to a Contractor, who has failed to meet its current Contract obligations.

13. Dispute Resolution

13.1. Dispute Resolution. (a) Initially, all disputes shall be resolved at the agency level. The Authorized User and the Contractor shall resolve disputes regarding issues with the work; to include, technical and design issues, and material changes to Specifications. (b) If the dispute cannot be resolved at the agency level within five (5) calendar days after recognition, either Party shall notify DOAS in writing of the dispute, and DOAS will instructed on further actions.

14. DOAS Annual Outreach and Marketing Opportunities

14.1. Participation in DOAS State Purchasing's Annual Georgia Procurement Conference (GPC). DOAS hosts an annual marketing and training trade conference, usually in late April or early May, to educate public procurement professionals on the commodities and services available on Participating Agreements, offer them educational platforms to learn new techniques and best practices from state and national industry experts and provide marketing, networking and training opportunities to Participating Contractors.

The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. The Exhibitor Expo, which is one of the highlights of the conference, has significant marketing value and is extremely cost effective as it provides exceptional opportunities for Contractors to market directly to thousands of attendees.

The Georgia Procurement Conference is scheduled each year at the Jekyll Island Convention Center and is primarily supported by statewide Contractors as exhibitors. The cost to exhibit in the past has ranged from $1,300 to $1,600 depending on booth location desired. DOAS believes that the Expo is important because it provides public purchasers with an opportunity to meet over 300 Contractors and receive important information on new and existing products and services. It provides Contractors with training workshops and the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 800 attendees, many of whom represent potential new customers. Please note that exhibiting at the Georgia Procurement Conference is not required.

14.2. Contract Outreach. Contractor is required, at a minimum, to participate in outreach efforts to raise awareness of potential subcontracting opportunities resulting from work ordered by Authorized Users. The Contractor is strongly encouraged to formally advertise subcontractor opportunities resulting from an Order placed by Authorized Users in publications or communication media regardless of the amount of the Order.

15. State Entities' Right to Seek Competitive Bids

15.1. Authorized Users Seeking Other Bid Opportunities. Notwithstanding anything in the Invitation for Bids issued by Sourcewell or Contractor's Bid, Authorized Users shall, at all times prior to signing a contract for work, have the right to reject any offer or proposed engagement from Contractor and seek competitive bids through the normal competitive bidding process.

16. Successors and Assigns

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16.1. This Participation Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. Entire Agreement

17.1. This Participation Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Participation Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the day and year first above written;

Prime Contractors, Inc.

Authorized Signature: _____

Print Name: Keith Dunn

Date: 07/24/2020

Department of Administrative Services – State Purchasing

DocuSigned by:

Authorized Signature: Lisa Eason

Print Name: Lisa Eason 822808E06EBB41F...

Date: 8/18/2020

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GORDIAN®

April 6, 2022

Mr. Shawn Mitchell
Budget and Procurement Manager
City of Alpharetta – Finance Department
2 Park Plaza, Alpharetta GA 30009

Re: Proposal to Provide Construction Management Services for City of Alpharetta - Wills Park Maintenance Building
Job Order Number: 103973.00
Job Cost: $649,296.72

Dear Shawn:

The Gordian Group, Inc. ("Gordian") greatly appreciates the opportunity to present our ezIQC services to the City of Alpharetta (the "City"). We are confident that this has been a mutually beneficial relationship and the City will continue to receive substantial time and cost savings through the efficiencies created by the ezIQC process. As requested, we are providing this proposal for ezIQC Construction Management services for the above referenced Project, as described below.

ezIQC® Construction Management

Through ezIQC, and its membership in Sourcewell, the City is able to obtain construction management services to receive additional assistance getting projects completed. Whether due to peak volumes, staff shortages, or new strategic staff directives, our construction management services can provide on-site experts, using our proven methods, to carry out day-to-day Work Order operations and get the work done quickly and cost-effectively. When combined with ezIQC, the City will obtain complete "cradle-to-grave" support for each project assigned to Gordian. A detailed list of Gordian's standard construction management services are as follows:

- **Preconstruction** – First, a Gordian construction manager will conduct a pre-construction meeting with City representative(s), the ezIQC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the City, the ezIQC contractor and other appropriate parties, and will assist in the coordination of the ezIQC contractor obtaining the necessary permits.
- **Site Visit** – During construction, the Gordian construction manager will monitor the ezIQC contractor's work in-progress, manage the ezIQC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – The Gordian construction manager will provide weekly construction status reports to the City, conduct project progress meetings with all ezIQC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Work Orders** – In the event there are unforeseen conditions or the City requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Work Order by utilizing the procedures used to develop the initial Work Order.
- **Approvals** – The Gordian construction manager will review, or direct necessary revisions to, the ezIQC contractor's applications for payment and obtain the City's approval of the work. Final acceptance of the work will be the responsibility of the City. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian construction manager will enter all Work Order related information into the eGordian® information management system and collect any required as-builts, warranties, etc., from the ezIQC contractor.

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Construction Management Fee

Gordian's Standard Fee to provide the construction management services described above consists of a Construction Management Fee of Five and Ninety-Five Hundredths Percent (5.95%) of the value of the project for which the services are provided. This equates to an estimated cost of $38,633.15.

The Standard Fee for construction management service shall be payable upon completion and acceptance of the work by the City, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.

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Procurement

In order to procure these services, the City may execute the acknowledgment section of this letter, and simply issue a Purchase Order incorporating this letter and any additional terms required by the City.

Gordian appreciates the opportunity to present our construction management services to the City of Alpharetta. Please contact Justin Olson j.olson@gordian.com if you have any questions about this proposal or if you would like to discuss it in more detail.

Sincerely,

Justin M. Olson

Justin M. Olson
Director of Operations, Southeast

cc: Josh Januzelli

Acknowledgment and Acceptance by City of Alpharetta

_____
Name

_____
Title

_____
Date

Wills Park Maintenance Facility Construction

THE CITY OF ALPHARETTA GEORGIA

100% Performance Bond

BOND # CA 3284929

KNOW ALL MEN BY THESE PRESENTS: that, Prime Contractors, Inc., as Principal, hereinafter called **CONTRACTOR**, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter called **CITY** and their successors and assigns, in the penal amount of Six Hundred Forty-Nine Thousand Two Hundred Ninety-Six and 72/100 DOLLARS ($ 649,296.72------) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated March 25, 20 22, entered into a written construction contract, hereinafter referred to as the **CONTRACT,** with **CITY** for:

> **Wills Park Maintenance Facility Construction** --- this project consists of: pre-engineered metal building, concrete, sitework, metal frame/drywall/act, paint, mechanical, electrical, plumbing, and mezzanine pursuant to the attached work order # 103973 and associated scope of work dated March 25, 2022. the work will include, but may not be limited to, furnishing of all materials, labor, and equipment to complete the work per the provided plans and specifications. the project site is within the city of Alpharetta, Georgia, (hereafter called the project)., more particularly described in the CONTRACT (hereafter called the PROJECT)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** must fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation will be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** is, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** will promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph will mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT.**

100% Performance Bond

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action will accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this 3rd day of May, 2022.

In the presence of:

CONTRACTOR: Prime Contractors, Inc.

_____
Witness

By: _____ (Seal)

SURETY: Great American Insurance Company

Witness NEAL CREECH

By: _____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: 2195 Defoor Hills Road, Suite J
Atlanta, GA 30318

Phone: 770.365.5783

Email: Robert@SuretySouth.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Wills Park Maintenance Facility Construction

THE CITY OF ALPHARETTA GEORGIA

BOND # CA 3284929

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, Prime Contractors, Inc., as Principal, hereinafter called **CONTRACTOR**, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter called **CITY** and their successors and assigns, in the penal amount of Six Hundred Forty-Nine Thousand Two Hundred Ninety-Six and 72/100 DOLLARS ($ 649,296.72------) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated March 25, 20 22, entered into a written construction contract, hereinafter referred to as the **CONTRACT,** with **CITY** for:

> **Wills Park Maintenance Facility Construction** --- this project consists of: pre-engineered metal building, concrete, sitework, metal frame/drywall/act, paint, mechanical, electrical, plumbing, and mezzanine pursuant to the attached work order # 103973 and associated scope of work dated March 25, 2022. the work will include, but may not be limited to, furnishing of all materials, labor, and equipment to complete the work per the provided plans and specifications. the project site is within the city of Alpharetta, Georgia, (hereafter called the project)., more particularly described in the CONTRACT (hereafter called the PROJECT)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** will promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then tis obligation will be void; but otherwise it will remain in full force and effect subject, however, to the following conditions:

1. A Claimant will be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, eased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** will satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

100% Labor and Material Payment Bond

4. The **SURETY** hereby agrees that this Bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** will not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond in intended to comply with O.C.G.A. § 36-91-90 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this 3rd day of May, 20 22.

In the presence of:

CONTRACTOR: Prime Contractors, Inc.

_____
Witness

By:_____ (Seal)

SURETY: Great American Insurance Company

Witness NEAL CREECH

By:_____ (Seal)
Georgia Representative

100% Labor and Material Payment Bond

Surety Contact Information:

Address: 2195 Defoor Hills Road, Suite J
Atlanta, GA 30318

Phone: 770.3.65.5783
Fax:
Email: Robert@SuretySouth.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ONE

No. 0 19957

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT A. YARBROUGH	ATLANTA, GEORGIA	$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of FEBRUARY, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 8TH day of FEBRUARY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of May, 2022.

Assistant Secretary

S1029AG (07/18)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

50880

Federal Work Authorization User Identification Number

08/20/2007

Date of Authorization

Prime Contractors, Inc.

Name of Contractor

Wills Park Maintenance Facility Construction

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on September, 9th, 20~~1~~20 in Powder Springs (city), GA (state).

Signature of Authorized Officer or Agent

Keith Dunn, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9th DAY OF September, 20~~1~~20.

Barbara Henderson

NOTARY PUBLIC

My Commission Expires:
12/01/2023

BARBARA HENDERSON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 1, 2023
PAULDING COUNTY, GEORGIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Little & Smith Inc.
202 Church Street
P. O. Box 1089
Marietta GA 30061

CONTACT NAME: Kim Massaud
PHONE (A/C, No, Ext): (770) 428-3308 FAX (A/C, No): (770) 429-8305
E-MAIL ADDRESS: kmassaud@littleandsmith.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Way Ins. Co.	26301
INSURER B: Old Republic Ins Co.	24147-
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

PRIME CONTRACTORS, INC.
3406 FLORENCE CIR
POWDER SPGS GA 30127-6049

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			S 2043893	01/01/2022	01/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2043893	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2043893	01/01/2022	01/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 300961 22	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Builders Risk Equipment Coverage			S 2043893	01/01/2022	01/01/2023	Limit Leased/Rented Limit Deductible	500,000 50,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Wills Park Maintenance Facility Construction
City of Alpharetta Recreation, Parks & Cultural Services Department and its elected officials, officers, employees and agents are included as additional insureds on a primary and non-contributory basis with respects to general liability for both on-going and completed operations and automobile liability when required by written contract. Waiver of subrogation applies in favor of additional insured with respects to general liability, automobile liability, and workers compensation/employers liability when required by written contract. Per project aggregate applies as noted above. Umbrella follows form. Thirty-day (except 10 days for non-payment of premium) notice of cancellation, non-renewal, or material change in coverage provided per policy provisions.

CERTIFICATE HOLDER

City of Alpharetta
2 Park Plaza
Alpharetta GA 30009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Richard Elder

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AGENCY CUSTOMER ID: 00008351

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Little & Smith Inc.	PRIME CONTRACTORS, INC., PRIME REAL ESTATE PARTNERS LLC , AND JAMES
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Insurer A: Selective Way Ins Co S2043893 1/1/2020-1/1/2021 - EMPLOYEE DISHONESTY (incuding Third Party) $50,000 LIMIT / $1,000 Deductible;
BUILDERS RISK, Special form incl theft, Limit $500,000 Deductible $1,000; LEASED/RENTED EQUIPMENT, Special form incl theft, Limit: $50,000
Deductible $1,000

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2043893

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** — Coverage **A,** and for all medical expenses caused by accidents under Section **I** — Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** — Coverage **A,** and for all medical expenses caused by accidents under Section **I** — Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. **Lessors of Leased Equipment**

   Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

   With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises**

   Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

   This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. **Mortgagees, Assignees or Receivers**

   Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

   This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. **Any Person or Organization Other Than A Joint Venture**

   Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. **State or Governmental Agency or Political Subdivision - Permits or Authorizations**

   Any state or governmental agency or subdivision or political subdivision, but only with respect to:

   a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

   b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
   a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

   Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   (a) The operational safety of the vehicle might otherwise be impaired;
   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

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a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

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We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 11 17

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per “Accident”
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	$1,000 per “Accident”; $500 Deductible Per “Accident”
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	$75 Per Tow $150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 per “loss”
Hired Auto Loss of Use Coverage	$750 Per “Accident”
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	$500 Per “Accident”
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

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OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS,** Paragraph **H. Other Insurance:**

With respect to each additional insured under **SECTION II, WHO IS AN INSURED,** Paragraph **A.5.,** this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

a. The additional insured is a Named Insured under such other insurance;

b. The additional insured is included as an additional insured on an "underlying policy";

c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and

d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE.**

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 456 03 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. The following is added to Paragraph **M. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV - CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard". This waiver applies only if, in that same written contract or agreement, you have agreed:

1. To waive any right of recovery against that person or organization;

2. To include such person or organization as an additional insured on an "underlying policy"; or

3. To assume the liability of that person or organization and that written contract or agreement qualifies as an "insured contract"; and

4. The "underlying insurance" contains a substantially similar waiver of recovery rights.

This endorsement applies only if the "bodily injury" or "property damage" occurs subsequent to all parties' execution of the written contract or written agreement.

B. The following Definition is added to **SECTION V - DEFINITIONS:**

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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STAFF REPORT

Submitting Department: Public Safety
Submitted By: Stephanie Cochran
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: RESOLUTION: 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) SUBMISSION
ADOPTION OF A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE 2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG)

II. RECOMMENDATION:

Adopt the Resolution to authorize the Mayor and City Council to approve the submission of the 2022 Edward Byrne Justice Assistance Grant (JAG).

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 2022 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program is awarded by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA). The JAG allocations are based on NIBRIS Reporting. The Grant is awarded for a period of 4 years (Award End Date: 9/30/2025, but the award date starts 10/01/2021. The City of Alpharetta was awarded $10,135.00.

The Alpharetta Department of Public Safety has more than 250 employees spread across multiple locations. Communicating timely operational and readiness information is challenging using asynchronous means like e-mail. To create a free-flowing and timely sharing of information on our internal network, the funds from the Bureau of Justice Assistance (BJA) FY22 Justice Assistance Grant would be used to procure equipment and software needed for internal agency communications enhancements.

The Alpharetta Department of Public Safety would purchase an internal presentation software platform, such as Mentimeter, Upshow, or Screen Cloud, which would allow the department to prepare and present status updates and internal metrics in a way that everyone can use in real time. The platform would provide an opportunity for direct communication with a visually interesting and engaging use of multimedia information.

To facilitate the implementation of the software throughout the organization, the Alpharetta Department of Public Safety would need to purchase multimedia monitors, mounting, and connecting accessories for each of the nine locations. These purchases will allow us to communicate data up to the moment to all employees who can use it to guide daily activities.

The City of Alpharetta, Public Safety Department, proposes to use Federal grant funds to purchase internal presentation software and hardware, cabling and (8) televisions. The televisions will be placed in all the public safety buildings, which will allow the department to prepare and present status updates and internal metrics in a way that everyone in real-time can use. The platform would provide an opportunity for direct communication with a visually interesting and engaging use of multimedia information.

The allocated grant funds in the amount of $10,135 will be applied to equipment as outlined above, totaling $10,135. There are no administrative or other indirect costs associated with this proposal.

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY22 JAG Grant Authorization Resolution

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE 2022 EDWARD BYRNE JUSTICE ASSISSTANCE GRANT(JAG)

WHEREAS, the US Department of Justice made funding available under the 2022 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, such funds may be used to more effectively provide direct communication to all public safety buildings; and

WHEREAS, the City of Alpharetta has applied for funding through this program; and

WHEREAS, the funding, if awarded shall be used to purchase necessary equipment for the Enhanced Visual Communications Program; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE BE IT SO RESOLVED, by the Mayor and Council of the City of Alpharetta, Georgia, that the submission of the 2022 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program application is hereby approved; and if awarded the Mayor is hereby authorized to execute the award package with directives under the "JAG" Grant Program.

This ____ day of _____, 2023.

CITY OF ALPHARETTA

By:_____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON NEXT PAGE]

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Donald F. Mitchell

_____
Brian Will

_____
Douglas J. Derito

_____
John Hipes

_____
Jason Binder

ATTEST:

_____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

_____
Molly Esswein, City Attorney

STAFF REPORT

Submitting Department: Public Safety
Submitted By: Stephanie Cochran
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: INTERLOCAL AGREEMENT: 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE CITY OF ALPHARETTA FOR THE 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD.

II. RECOMMENDATION:

Approve the Interlocal Agreement between the City of Atlanta and the City of Alpharetta for the 2022 Byrne Justice Assistance Grant (JAG) Program Award and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
FY2022 JAG Grant / TBD	$10,135

IV. REPORT IN BRIEF:

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Through the 2022 JAG Program, more than $87.5 million was awarded to units of local government by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA).

Grant award allocations are based on National Incident-Based Reporting System (NIBRS) reporting. Implemented to improve the overall quality of crime data collected by law enforcement, NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders, arrestees, and property involved in crimes.

Based upon those criteria, the City of Alpharetta has been awarded an allocation of $10,135.

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities, and it was determined that such disparity exists in Fulton County.

Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation of JAG Program funds to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions.

For the 2022 JAG Program application, the City of Atlanta served as the applicant and fiscal agent representing

all of the municipalities within Fulton County. In accordance with JAG Program requirements, Alpharetta must now execute an MOU or Interlocal Agreement with the City of Atlanta in order to receive program funds.

USE OF FUNDS

The Alpharetta Department of Public Safety has more than 250 employees spread across multiple locations. Communicating timely operational and readiness information is challenging using asynchronous means like e-mail. To create a free-flowing and timely sharing of information on our internal network, the funds from the Bureau of Justice Assistance (BJA) FY22 Justice Assistance Grant will be used to procure equipment and software needed for internal agency communications enhancements.

The department will purchase an internal presentation software platform, such as Mentimeter, Upshow, or Screen Cloud, which would allow the department to prepare and present status updates and internal metrics in a way that everyone can use in real time. The platform will provide an opportunity for direct communication with a visually interesting and engaging use of multimedia information. To facilitate the implementation of the software throughout the organization, eight multimedia monitors, mounting equipment, and connecting accessories will be purchased an installed across department facilities. These purchases will allow us to communicate data up to the moment to all employees who can use it to guide daily activities.

These purchases will encumber the full $10,135 awarded to Alpharetta through the JAG Program. There are no administrative or other indirect costs associated.

V. ALTERNATIVES:

Reject the provided Interlocal Agreement and do not accept the 2022 allocation to the City of Alpharetta under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

VI. ATTACHMENTS:

2022 JAG ILA Alpharetta + Atlanta

THE STATE OF GEORGIA
COUNTY OF FULTON

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ATLANTA AND THE CITY OF ALPHARETTA

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _day of_____ 2023 by and between The CITY OF ATLANTA, acting by and through its Mayor, the Honorable Andre Dickens, hereinafter referred to as CITY, and the CITY of ALPHARETTA, acting by and through its governing body, the City of Alpharetta, **City Council**, hereinafter referred to as Alpharetta, both of Fulton County, State of Georgia, witnessed:

WHEREAS, the 2022 Byrne Justice Assistance Grant ("JAG") Program provides funding to local governments to create safer communities and improve the functioning of the criminal justice system from the U.S. Department of Justice ("DOJ"); and

WHEREAS, a disparity in allocated 2022 JAG funding exists between the City and Alpharetta, and this disparity is recognized by the U.S. Department of Justice; and

WHEREAS, Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities and a memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction.

WHEREAS, this Agreement is made under the authority of Atlanta City Council Resolution No. _____; and Alpharetta, City Council Meeting Agenda Dated January 17, 2023, Item No. 2023-5992; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide Alpharetta $10,135.00 from the JAG award for the __

Enhanced Visual Communications_____Program; and

WHEREAS, the City and Alpharetta agree that the City will apply for and administer the JAG grant on behalf of all entities; and

WHEREAS, the CITY and Alpharetta believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY and ALPHARETTA agree as follows:

Section 1.

CITY agrees to pay Alpharetta a total of $10,135.00 of JAG funds in accordance with the DOJ funding formula allocation.

Section 2.

Alpharetta agrees to use $10,135.00 for Enhanced Visual Communications Program until September 30, 2025.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Alpharetta other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ATLANTA, GEORGIA	CITY OF ALPHARETTA, GEORGIA
_____	_____
Mayor	Mayor
ATTEST:	ATTEST:
_____	_____
Municipal Clerk	City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
City Attorney	City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

STAFF REPORT

Submitting Department: Public Safety
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF JOHNS CREEK: ALPHARETTA JAIL

Consideration of an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Johns Creek, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to Board and Provide for the Housing of Inmates at the Alpharetta Jail.

II. RECOMMENDATION:

Approve the Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the City of Johns Creek, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia, to Board and Provide for the Housing of Inmates at the Alpharetta Jail.

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:

BACKGROUND

In early 2022, the City of Alpharetta entered into discussions with the Fulton County Sheriff on the topic of the reopening of the Alpharetta jail facility located on Old Milton Parkway. Discussions centered on the City making the jail available for use under the operation of the Sheriff, an arrangement that existed for many years until operation of the facility was abandoned during the COVID pandemic. The City of Alpharetta reopened the Alpharetta jail facility early in November 2022.

AGREEMENT OVERVIEW

If approved, the City will grant the City of Johns Creek the right to use and occupy the Alpharetta Jail for the purposes of processing/booking, detaining, and housing/boarding City of Johns Creek pre-trial detainees and inmates, and for other purposes. Johns Creek will be responsible for their pro-rata share of utility costs - which in total amounts to about $20k/year for the facility. Repair and maintenance costs of the facility are not shared by the participating cities but are the responsibility of the City of Alpharetta.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpharetta Jail IGA + Johns Creek

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ALPHARETTA, GEORGIA, THE CITY OF JOHNS CREEK, GEORGIA, THE FULTON COUNTY SHERIFF'S OFFICE, AND FULTON COUNTY, GEORGIA, TO BOARD AND PROVIDE FOR THE HOUSING OF INMATES AT THE ALPHARETTA JAIL

This Intergovernmental Agreement ("Agreement") is made and entered by and between the City of Alpharetta, Georgia ("Alpharetta"), a municipal corporation of the State of Georgia, the City of Johns Creek, Georgia ("Johns Creek"), a municipal corporation of the State of Georgia, the Fulton County Sheriff ("Sheriff"), a constitutional officer pursuant to the Georgia Constitution, and Fulton County, Georgia ("County"), a political subdivision of the State of Georgia.

WHEREAS, Alpharetta, Johns Creek and County are governmental units located within the State of Georgia authorized by law to enter into intergovernmental agreements pursuant to Article 9, Section 3, Paragraph 1 of the Georgia Constitution; and

WHEREAS, Alpharetta, Johns Creek, Sheriff and County share a common interest to form a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

WHEREAS, Alpharetta owns a jail facility located at 2555 Old Milton Parkway, Alpharetta, Georgia ("Alpharetta Jail Facility"); and

WHEREAS, Alpharetta, Johns Creek, Sheriff and County desire to cooperate in the operation of the Alpharetta Jail Facility.

NOW THEREFORE, Alpharetta, Johns Creek, Sheriff and County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. Purpose.

The purpose of this Agreement is to establish a formal binding relationship between Alpharetta, Johns Creek, Sheriff, and County for the occupancy, use, operation and supervision of the Alpharetta Jail Facility by the Sheriff and County for the detention of persons charged with or convicted of violating federal, state, or local law or held as a material witness at the Alpharetta Jail Facility. Alpharetta will provide the Sheriff and County the right to use and occupy the Alpharetta Jail Facility for the purpose of processing/booking, detaining, and housing/boarding Fulton County pre-trial detainees and inmates, and for other purposes, at no cost. In consideration of same, the County through the Sheriff will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Alpharetta, the City of Johns Creek or other offense over which the Municipal Court of the City of Johns Creek has jurisdiction ("Johns Creek Inmate"), as further provided for herein.

Section 2. Statement of Alpharetta's Obligations.

Subject to the terms and conditions stated herein, Alpharetta agrees to:

a. grant the right to possess, occupy and use the entire first floor of the Alpharetta Jail Facility to the County for use and occupancy by the Sheriff for the term set forth herein;
b. not remove any furniture, fixtures, equipment or supplies related to jail operations in the Alpharetta Jail Facility;
c. provide 24-hour access to the Intoxilyzer® machine in the Alpharetta Jail Facility;
d. provide parking spaces for the Sheriff's staff; and
e. provide for the payment or reimbursement of Alpharetta-approved building systems maintenance, including mechanical, electrical, plumbing and roofing systems.

Section 3. Statement of Johns Creek's Obligations.

Subject to the terms and conditions stated herein, Johns Creek agrees to:

a. pay or reimburse Alpharetta pro rata share of utility costs for the Alpharetta Jail Facility while in use by the Sheriff, pro rata share means division of the utility cost per billing period, as invoiced by Alpharetta, by the number of municipalities housing inmates at the Alpharetta Jail Facility;
b. transport Johns Creek Inmates to Municipal Court and, as further provided herein, local healthcare facilities;
c. be responsible for all offsite medical expenses incurred by Johns Creek Inmates, as further provided herein;
d. pay to Fulton County within 45 calendar days of receipt of an invoice, an inmate processing fee of $60 for each Johns Creek Inmate booked into the Alpharetta Jail Facility; and
e. pay to Fulton County within 45 calendar days of receipt of an invoice, an inmate holding fee of $60 per inmate for each calendar day a Johns Creek Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement. Johns Creek will not incur an inmate holding fee unless and until a booked inmate remains housed in the Alpharetta Jail Facility for at least four (4) hours.

Section 4. Statement of Sheriff and County Obligations.

Subject to the terms and conditions stated herein, the County and Sheriff agree to:

a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
b. add equipment as needed to the Alpharetta Jail Facility and retain ownership of

said equipment;

c. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
d. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
e. book, house, and provide normal inmate maintenance services for up to twelve (12) Johns Creek Inmates concurrently, at all times;
f. transport arrestees to Rice Street Jail when transfer of such arrestees is desired or required, as determined by the Sheriff;
g. provide adequately trained staff to operate the Alpharetta Jail Facility;
h. maintain and store property of all arrestees/inmates;
i. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) in emergency situations, as determined by the Sheriff, ensure inmates get to a hospital via ambulance; however, Johns Creek agrees to provide security for Johns Creek Inmates while hospitalized; and
j. for the purpose of facilitating building systems maintenance, coordinate and oversee all access to the Alpharetta Jail Facility, with the Sheriff and the Sheriff's staff having sole discretion in determining the time and manner of access to the Alpharetta Jail Facility.

Section 5. Term.

This Agreement shall be for a term of ten (10) years, as further provided for herein. This Agreement is effective November 1, 2022, and shall continue in effect until October 31, 2023 (the "initial term"). Thereafter, this Agreement shall be automatically renewed for up to nine (9) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term"), unless any party to the agreement provides written notice to all other parties of its/their intent not to renew this Agreement not less than ninety (90) days prior to the expiration of the initial term; provided that in the 10th year of the Agreement, the Agreement will end on September 30th. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless any party to the agreement provides written notice of its/their intent not to renew this Agreement to all other parties not less than ninety (90) days prior to the expiration of such renewal term. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with Section 5 hereof.

Section 6. Termination.

Alpharetta and/or Johns Creek may terminate this Agreement upon ninety (90) days' written notice to the County and Sheriff. The Sheriff or County may terminate this Agreement upon ninety (90) days' written notice to Alpharetta and Johns Creek. Any such notice from the Sheriff shall set forth the specific plans for accommodation and/or transfer of the affected jail population. Notwithstanding this termination provision, the County may terminate this agreement upon 30 days written notice for the failure to timely or fully pay a valid invoice.

Section 7. Supervision; Receiving, Detention and Discharge.

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility by the Sheriff or otherwise detained in the Alpharetta Jail Facility shall be under the supervision, control and physical custody of the Sheriff, and the Sheriff agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services or duties and the jail facility. The "housing" of inmates shall be defined by the Sheriff to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners. Notwithstanding the foregoing, Alpharetta shall be responsible for the payment of or reimbursement of Alpharetta-approved building systems maintenance, including mechanical, electrical, plumbing and roofing systems, and paying the costs of public utilities provided to the Alpharetta Jail Facility. As used herein, "normal inmate maintenance services" means the ordinary and relatively routine human needs common to all prisoners as defined by the Sheriff and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. The Sheriff shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Further, the Sheriff and County, through the Sheriff, agree to provide housing, safekeeping, and normal inmate maintenance services at the Alpharetta Jail Facility, subject to the other terms of this Agreement, including, but not limited to, the provisions set forth in Section 8 hereof. The Sheriff agrees to accept, process, and book Johns Creek Inmates through the Sheriff's normal booking procedures, including fingerprinting and photographing. Further, the Sheriff agrees to maintain and securely store the property of all inmates housed at the Alpharetta Jail Facility. The Sheriff agrees to provide sufficient and adequately trained detention officers and other staff in order to perform the foregoing duties and supervise all inmates at the Alpharetta Jail Facility.

The Live Scan hardware in place at the Alpharetta Jail Facility is the property of Alpharetta and as such Alpharetta will agree to train up to two (2) Fulton County users to operate the system.

The Sheriff agrees to release Johns Creek Inmates upon lawful request by law enforcement officers of Johns Creek to law enforcement officers of Johns Creek or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of a Johns Creek Inmate from custody, the Sheriff shall request/initiate a GCIC/NCIC warrant check by Johns Creek police agency, and the GCIC/NCIC warrant check must be completed by Johns Creek police agency before any such release. The Sheriff reserves the right, to the extent allowable by law, to utilize electronic monitoring on any and all repeat offenders released from the Alpharetta Jail.

The Sheriff and County further agree to allow Johns Creek to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces. Johns Creek shall be responsible for the transportation of Johns Creek Inmates to Municipal Court and will ensure that first appearance hearings are provided to Johns Creek Inmates in accordance with state and federal law.

In executing this Agreement, the Sheriff and County do not assume any liability or responsibility for, or in any way release Johns Creek from any liability arising out of or related

to the legality of the arrest of Johns Creek Inmates or the legality or enforceability of any Johns Creek ordinance. Under no circumstances shall any employee, official or agent of the County or Sheriff be deemed to be an employee of Johns Creek for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this agreement, the Sheriff may, in his sole discretion, refuse to accept an inmate at the Alpharetta Jail Facility. Upon such occurrence, the Sheriff shall notify Johns Creek within 24 hours of the refusal and the reason or reasons for the refusal.

Section 8. Medical Care and Expenses of Johns Creek Inmates.

The County, through the Sheriff, will provide routine on-site medical care and treatment, including medical supplies, to Johns Creek Inmates in the same manner that such services are provided to County inmates at the Alpharetta Jail Facility without any additional cost to the Johns Creek. When in the determination of the Sheriff off-site medical care or treatment, including emergency medical care or treatment, is required for a Johns Creek Inmate, the Sheriff will notify Johns Creek of same as soon as reasonably possible, so that Johns Creek may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of a Johns Creek Inmate to local healthcare facilities is required for emergency medical care/treatment, as determined at the sole discretion of the Sheriff, the Sheriff will provide emergency medical transport to local healthcare facilities. Security for Johns Creek Inmates while at local healthcare facilities will be the responsibility of Johns Creek; provided, however, when emergency transport has been provided at the discretion of the Sheriff, security will be provided by the Sheriff's detention officers until Johns Creek is able to provide law enforcement officers to relieve such detention officers. The Sheriff shall notify Johns Creek as soon as possible of all emergency medical cases requiring the Sheriff's emergency medical transport and removal of a Johns Creek Inmate from the Alpharetta Jail Facility, and Johns Creek agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to a Johns Creek Inmate, Johns Creek agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, Johns Creek does not assume any liability or responsibility for, or in any way release the Sheriff and/or County from any cost or liability arising out of or related to any negligent or willful act or omission of the County or Sheriff, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by a Johns Creek Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit the Johns Creek's right to reimbursements for the costs incurred for such medical care or treatment from a Johns Creek Inmate or a provider of insurance when insurance coverage is available for payment for such services. The County and Sheriff agree to cooperate with Johns Creek in Johns Creek's seeking reimbursement for the costs of medical care or treatment incurred by Johns Creek for a Johns Creek Inmate.

Section 9. Transition from Johns Creek Inmate Status.

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Johns Creek or other offense over which the Municipal Courts of the City of Johns Creek (the "Municipal Court") has jurisdiction shall be considered a Johns Creek Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State[1] or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Johns Creek or other offense over which the Municipal Court has jurisdiction shall be considered a Johns Creek Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Johns Creek or other offense over which the Municipal Court has jurisdiction shall cease to be considered a Johns Creek Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

Section 10. Costs of Other Inmates.

The Sheriff and County shall be liable and responsible for all costs associated with or related to any and all pre-trial detainees and inmates detained at the Alpharetta Jail Facility who are not Johns Creek Inmates.

Section 11. Coordination and Administration.

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Johns Creek City Manager shall be the City's primary representative and point of contact and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as designated, shall be the Sheriff's primary representative and point of contact. The Johns Creek City Manager may appoint a designee(s) as Johns Creek's representative(s) to whom all communications from the Sheriff with respect to the day-to-day operations performed under this Agreement may be addressed, and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as applicable, may appoint a designee(s) as the Sheriff representative(s) to whom all communications from Johns Creek with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

Section 12. Insurance.

[1] Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. The County shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

Section 13. Records; Audit; Billing.

The Sheriff and County agree upon request to furnish Johns Creek all records pertaining to the housing and maintenance of Johns Creek Inmates. Johns Creek shall have the right to audit all financial data pertaining to any fees or expenses for which Johns Creek is responsible under this Agreement, which right shall survive the term of this Agreement. The Sheriff shall maintain a record of each Johns Creek Inmate, which shall include the duration of confinement. The Sheriff shall submit invoices to Johns Creek every 30 days for the processing and holding fees for 30 days prior. The failure to timely submit an invoice shall not forgive payment by Johns Creek. Johns Creek agrees to pay said invoices to the County within 45 calendar days of receipt of an invoice.

Section 14. Notices.

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For County:
Office of the County Manager
Fulton County Government Center
141 Pryor Street, S.W.
Atlanta, Georgia 30303
Attn: County Manager

For Sheriff:
Patrick "Pat" Labat, Sheriff
Fulton County Sheriff's Office
185 Central Avenue
Atlanta, Georgia 30303

For City of Alpharetta:
Chris Lagerbloom City
Administrator
2 Park Plaza
Alpharetta, Georgia 30009

With Copies to:
John Robison

Director of Public Safety
City of Alpharetta, Georgia
2565 Old Milton Parkway
Alpharetta, Georgia 30009

For City of Johns Creek:
Ed Densmore
City Manager
11360 Lakefield Drive
Johns Creek, Georgia 30068

With Copies to:
Mark Mitchell
Chief of Police
11360 Lakefield Drive
Johns Creek, Georgia 30068

Section 15. Entire Agreement; Modification.

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by the County and Sheriff. No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

Section 16. Severability.

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

Section 17. Time of Performance.

Time is of the essence in the performance of this Agreement.

Section 18. Governing Law.

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 19. No Waiver of Immunity.

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 20. No Third Party Beneficiaries.

This Agreement shall not be constructed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 21. Survival.

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____ Date: _____
Jim Gilvin, Mayor

ATTEST:

By: _____ Date: _____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____ Date: 12.14.2022
John Bradberry, Mayor

ATTEST:

By: _____ Date: 12.14.2022
Allison Tarpley, City Clerk

APPROVED AS TO FORM:

By: _____ Date: 12.14.2022
E. Ronald Bennett, Jr., City Attorney

FULTON COUNTY SHERIFF's OFFICE

By: _____ Date: _____
Patrick "Pat" Labat
Sheriff, Fulton County, Georgia

FULTON COUNTY, GEORGIA

By: _____ Date: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____ Date: _____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

By: _____ Date: 12-21-22
County Attorney's Office

P:\CAContracts\Sheriff\Alpharetta Jail IGAs 2022\7.5.22 Alpharetta Jail IGA - Johns Creek

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: RESOLUTION: 2023 MUNICIPAL GENERAL ELECTION, QUALIFICATION PERIOD, AND QUALIFICATION FEES

A RESOLUTION TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO FIX CANDIDATE QUALIFICATION FEES; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Adopt a Resolution to establish a candidate qualification period; to fix candidate qualification fees; and for other 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:

O.C.G.A. 21-2-131(a)(131)(A0 requires that the City of Alpharetta fix and publish an election qualifying fee no later than February 1, 2023. Additionally, this Code determines that the qualification fee shall be 3% of the gross salary of the office paid in the preceding calendar year.

If approved, this resolution will:
1. Call for a City of Alpharetta General Election on Tuesday, November 7, 2023 to elect the Mayor and three (3) members of City Council (Post 4, 5, and 6) with each being elected for a full, four (4) year term.
2. Establish the election qualification period, beginning Monday, August 21, 2023 at 8:30 a.m. and closing on Wednesday, August 23 at 5:00 p.m.
3. Fix the qualification fee for Mayor at $900.00 andfor City Council (Post 4, 5, and 6) at $450.00

V. ALTERNATIVES:

There are no viable alternatives.

VI. ATTACHMENTS:

Resolution Election Qualifying

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO FIX CANDIDATE QUALIFICATION FEES; AND FOR OTHER PURPOSES

WHEREAS, Article V of the Charter of the City of Alpharetta prescribes that the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") shall be elected for staggered terms of four (4) years; and

WHEREAS, the terms for Mayor (Jim Gilvin) and City Council Post 4 (John Hipes), City Council Post 5 (Jason Binder), and City Council Post 6 (Dan Merkel) expire on December 31, 2023; and

WHEREAS, pursuant to the Charter of the City of Alpharetta and the laws of the State of Georgia, the City of Alpharetta will hold a non-partisan general election on Tuesday, November 7, 2023, to elect the Mayor and three (3) members of the City Council (Posts 4, 5, and 6). The Mayor and each City Council member shall be elected for a full, four (4) year term; and

WHEREAS, O.C.G.A. § 21-2-131(a)(1)(A) requires that the City of Alpharetta fix and publish an election qualifying fee no later than February 1, 2023, and said fee shall be 3% of the gross salary of the office paid in the preceding calendar year; and

WHEREAS, O.C.G.A. § 21-2-132 requires that the City of Alpharetta designate the general election qualifying period, which shall be no less than three days and shall not begin earlier than 8:30 a.m. on the third Monday in August immediately preceding the general election; and

WHEREAS, Section 2.22 of the Charter of the City of Alpharetta requires the Mayor and City Council consider an Ordinance for holding a general election, which will be brought forward a future City Council meeting prior to the election; and

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

Section 1: A non-partisan general election is hereby called to be held in the City of Alpharetta, Georgia on the 7th day of November 2023, to elect the Mayor and three (3) members of the City Council (Post 4, 5, and 6), with each being elected for a full, four (4) year term.

Section 2: Any resident seeking to qualify as a candidate for the 2023 general election shall file a notice of candidacy in the City Clerk's Office (located in Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009) no earlier than 8:30 a.m. on Monday, August 21, 2023 and no later than 5:00 p.m. on Wednesday, August 23, 2023. At the time of qualifying, all election candidates shall designate the post for which they are seeking election.

Section 3: The qualifying fee for Mayor shall be $900.00, and the qualification fee for members of City Council (Post 4, 5, and 6) shall be $450.00.

SO RESOLVED, the _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald F. Mitchell

_____
Brian Will

_____
Douglas J. Derito

_____
John Hipes

_____
Jason Binder

_____
Dan Merkel

ATTEST:

_____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

_____
Melissa Tracy, City Attorney

STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard
Sponsored By:
Meeting Date: January 17, 2023

I. AGENDA ITEM TITLE: COUNCIL CHAMBERS AUDIO VISUAL PROJECT
UPDATE FROM REPRESENTATIVES OF ONE DIVERSIFIED REGARDING ONGOING PROJECT DELAYS.

II. RECOMMENDATION:

This item is for workshop and discussion purposes only. No formal vote or action is requested.

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 July 26, 2021, the City awarded RFP 21-111: City Council A/V System Replacement Project to One Diversified LLC in an amount totaling $267,554.34 for equipment, software, installation, and project management services associated with the replacement of the audio / visual and streaming systems in the Council Chambers of City Hall. At the time of award, One Diversified advised the City that supplychain issues related to computer chips and other materials would likely delay the project until December 2021.

Since the time of the award, supplychain issues have continued to plague the project. The latest projection from the supplier of a primary component is for shipment sometime in the first quarter of 2023.

During this update, representatives of One Diversified will provide insight into the ongoing delays and respond to questions from the Mayor and City Council.

V. ALTERNATIVES:

VI. ATTACHMENTS: