



CITY COUNCIL MEETING & PUBLIC HEARING FEBRUARY 6, 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. PARTNERSHIP UPDATES

A. Cambridge High School Ag-Business Program Update

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 1/23/2023)

Approval of the City Council meeting minutes from the meeting of January 23, 2023.

B. Financial Management Report (Month Ending December 31, 2022)

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

C. Ratification of the Final Consent Order and Judgment in the case of City of Alpharetta v. Madan et al.

D. Ratification of Amended Intergovernmental Agreement between the City of Alpharetta and Fulton County, Georgia regarding utility relocation for the Webb Bridge Road Project

E. Ratification of a GDOT Bonding Letter confirming the City of Alpharetta's responsibility for completion and construction of projects pursuant to GDOT issued encroachment permits

VI. PUBLIC HEARING

A. Resolution to Authorize Eminent Domain - 500 Martha Way, Alpharetta, Georgia

REMOVED: This item has been removed from the City Council Meeting Agenda by staff. This item will not be heard, discussed, or considered during tonight's meeting.

A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 500 Martha Way, Alpharetta, Georgia (Tax Parcel 21 559012491107) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

VII. NEW BUSINESS

A. Ratification of Authorization to file an Amicus Brief before the Georgia Supreme Court in the case of Gwinnett County v. Schroeder Holdings LLC, et al.

B. ARC Livable Centers Grant Application for North Point District Infrastructure Framework Plan

Consideration of a 20% match for a \$200,000 grant application to the Atlanta Regional Commission for the purpose of planning a framework of public streets, public space, trails, and green infrastructure to advance the redevelopment of the 600-acre North Point Eco District.

C. Equestrian Arena 3 Renovation RFP # 23-104 Contract Award

Approval to award RFP # 23-104 contract to Longwood Arenas LLC for the renovation of Arena #3 at Wills Park Equestrian Center in an amount totaling \$434,085 and authorize the Mayor to sign all necessary documents.

VIII. WORKSHOP ITEMS

A. Mayfield Grow-A-Row Partnership | City of Alpharetta and City of Milton

This item has been deferred by Staff to the March 6, 2023 City Council Meeting.

- IX. PUBLIC COMMENT**
- X. REPORTS**
- XI. EXECUTIVE SESSION**
- XII. ADJOURNMENT**



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Amanda Musilli

Meeting Date: February 6, 2023

AGENDA ITEM:

Cambridge High School Ag-Business Program Update

STAFF RECOMMENDATION:

This item is presented for City Council discussion and information purposes. No vote or formal action is requested at this time.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: NONE.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

For three years, the City of Alpharetta and Cambridge High School have partnered on the senior-level Agri-Business class. The students spend two class periods per week at Old Rucker Farm, and three in the classroom at their school. In addition, the students spend 5-10 hours of work-based-learning each week at Old Rucker Farm, totaling their on-farm time to 8-10 hours. This requires the students to arrive at the farm at 7:45 a.m. every morning, even on days that are cold and rainy. The students are so dedicated that they even come to the farm on virtual school days, and "senior skip days".

City staff provides the students with a text book and a work book which is attached herein, which guides the students through each week of learning new and seasonally relevant topics. These topics also coincide with the in-class instructional content, and include business planning, marketing, crop rotation, companion planting, season extension practices, and more.

The Cambridge High School Agri-Business students have learned a lot in the first semester, and will be providing an overview of their learning and how this experience has impacted each of them. The five students enrolled in the class have each taken on different roles and responsibilities at Old Rucker Farm, and have grown their AGaretta Box business, gaining new customers each week.

ALTERNATIVES:

This is simply for acknowledgement purposes only, and there are no alternatives needed.

ATTACHMENTS:

Ag-Business Class

2022-2023

Name: _____

Rows: _____ Task Team: _____

Ag-Business and WBL Schedule

M|W|TH: 7:45 AM-9:00 AM

T|F: 7:45 AM-10 AM



Welcome

Welcome to the 2022-23 Ag-Business Class at Old Rucker Farm. The City of Alpharetta is excited to work with you this year, developing a deeper understanding of local, sustainable, regenerative organic agriculture.

Each week of this school year you will have new and repeating tasks to gain proficiency at the Farm. This booklet includes your weekly assignments, tasks, questions, and journal for reporting and record-keeping.

Meet the Farm Team



Amanda Musilli
Community Services Manager
City of Alpharetta



Emily Dillard
Community Agriculture Coordinator
City of Alpharetta

Emergency Contact:

In the event of an emergency at the Farm, call 911.

**The address to the Farm is
900 Rucker Road**

**For non-emergency issues, please contact:
Amanda Musilli
404-314-1245**

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Welcome

- Farm tour
- Overview of Parks and Agriculture
- Programs offered to public at Old Rucker Farm
- Requests of the Farm to all visitors
- Walking tour outside and inside
- Season of growing in annual cycle
- Textbook and workbook distribution

What are 3 things you hope to experience at Old Rucker Farm this year?

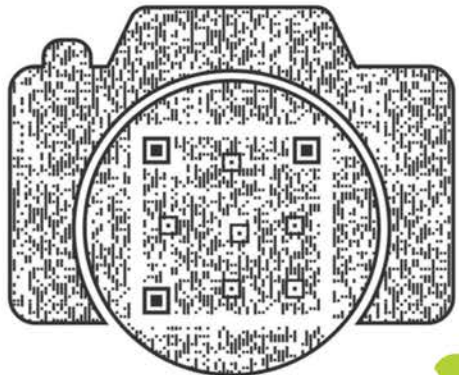
Friday's First Harvest - You will learn the basics of harvest at the Farm, including the process and tools used. All the produce will be washed (if needed), packed and delivered to NFCC Food Pantry.



NFCC
North Fulton
Community Charities

NOTES

WEEK 1 - AUGUST 22-26

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

What are Organic and Regenerative Farming?

SKILLS & PROCEDURES:

- Grow Room - Traying up, watering, cleaning procedures
- Farm Maintenance - Review daily/weekly tasks, cleaning and organizing the house, field, and tool shed, tool care and cleaning
- Tend - overview of the Farm's task app, log-in, functions
- Wash/pack - How to set up for harvest

Use QR code to view this week's readings and/or videos:

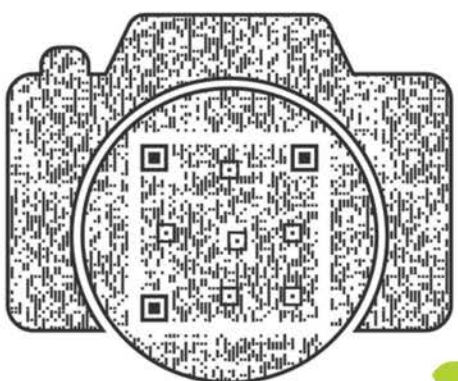


Second Harvest – During this week's harvest, we will focus on the post-harvest wash/pack station. What is washed? We will also review how to weigh, record and box the produce.

September 3 is the Fall Seed and Seedling pick up event for the Community Agriculture Program members. It's also a Farm Workday. We would love your help! The event is from 9-11 AM, set up begins at 8:30 AM.

NOTES

WEEK 2 - AUG 29-SEPT 1

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

Seed Starting 101 - Methods: Direct Sow/ Tray Sow

SKILLS & PROCEDURES:

- Different size trays, support trays, watering trays, etc.
- How to tray-up
- Difference between watering and support trays; when is each used
- Direct sowing in the field
- Check TEND for crops to Direct Sow and Greenhouse Sow

Use QR code to view this week's readings and/or videos:



1. What is the difference between transplanting and direct seeding?

2. What are some reasons to transplant verses direct seed?

3. What types of crops are better suited to transplanting? Direct seeding?

4. What are some environmental conditions most conducive to successful transplanting?

5. Why do crops need to be "hardened off" prior to transplanting?

9/5: NO SCHOOL
(LABOR DAY)

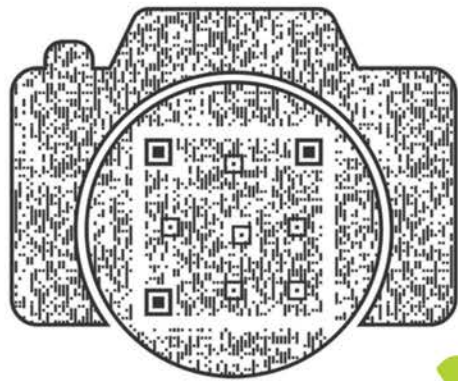
9/6: REMOTE
LEARNING DAY

Third Harvest - You will complete this week's harvest on your own. Remember:
Assess – Make a List – Assign – Do – Wash – Pack Up.
Always ask questions if you don't know.

September 10th, from 7AM-2 PM is the MABA Jr. Beekeepers Workshop at Old Rucker Farm. Let us know if you are interested in helping.

NOTES

WEEK 3 - SEPT 5 - 9

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Healthy Soil - NoTill - Weeds - Soil Testing

SKILLS & PROCEDURES:

- Weed management tools and techniques used at Old Rucker Farm.
- Process for removing old plants and weeds; where to put them.
- Soil testing, the why/where/how of it all. Not all soil tests are created equally, and you will learn the difference first-hand.

Use QR code to view this week's readings and/or videos:



1. Looking at the soil test from the farm on page 12, what was the pH of the farm's soil in 2021? What is the recommended soil pH for vegetable growing?

2. What are some examples of natural fertilizers that will add nitrogen to the soil?

It's all about the soil!

You will be taking multiple soil samples and sending them off to different laboratories to see the variety of soil test types available. The following paragraphs and pages, along with your assigned reading for this week, will give you detailed instructions on how to do this.

Sampling Tools

- Tools should be cleaned prior to taking the sample to avoid contamination.
- Tools used to take a soil sample include a soil-sampling probe or a spade.
- Tools should be either stainless steel or chrome-plated to avoid contamination of the sample.
- Preferably, collect in a clean, dry plastic container as soil may pick up zinc for example, if the container is galvanized.

Healthy Soil - NoTill - Weeds - Soil Testing

Determining the Areas to be Sampled

- Areas that differ in soil texture, color, plant growth, or treatment should be sampled separately, provided the areas can be treated separately. We will send off a total of nine (9) samples; one (1) from each student's rows, two (2) from the Grow-A-Row field, and one (1) from the Cut Flower Garden.
- Unless of specific interest, avoid corners of fields, end rows, and areas that are poorly drained or have had fertilizers or amendments dumped on them.
- Submitting at least two samples from different areas will help determine the degree of diversity, whereas one sample will provide only an average of all conditions present.

Collecting the Soil Sample

- The soil sample collected should be a composite from 10 to 20 locations within the area; a sufficient number to "average out" variations.
 1. Before collecting each subsample, scrape away surface residue then sample the top six inches or the depth of tillage.
- Deeper profiles may be sampled separately if a concern. For example, nitrogen may be sampled at one (1) foot increments down to three (3) feet or more. Sodium, chloride, boron, and lime may be more predominant deeper down.
- Mix cores or slices thoroughly in a clean plastic container, and send about two (2) cups of the composite sample to the laboratory.
- Submit a separate two (2) cup sample if you want to also conduct nematode testing.
- Do not send more than three (3) cups per sample.

Identifying and Submitting Samples

- A map of the areas sampled should be made in your notes on page 13.
- Identify each sample with numbers and/or letters so the location can be recalled when the soil report comes back from the lab. Example: Sample 4A
- Avoid numbering samples simply as 1,2,3, ... as it may lead to confusion later.
- If samples are very wet, they should be air-dried to a workable condition before packaging.
- Include a completed soil sample information sheet or cover letter with instructions within the same package. Processing will be delayed if sent separately.

Healthy Soil - NoTill - Weeds - Soil Testing



Ag & Environmental Services Labs

Soil, Plant, and Water Laboratory
2400 College Station Road
Athens, Georgia 30602-9105
Website: <http://aesl.ces.uga.edu>

Soil Test Report

Sample ID

(CEC/CEA Signature)

Client Information

Martin, Dakota
2845 Bethany Bend
Milton, GA 30004
Sample: 1B
Crop: Home Vegetable Garden

Lab Information

Lab #13075
Received: Oct 25, 2021
Completed: Oct 26, 2021
Tests: STK

County Information

Fulton County
1 Margaret Mitchell Square, Ste 109
Atlanta, GA 30303
phone: 404-332-2400
e-mail: uge1121@uga.edu

Results

Mehlich I Extractant

UGA Lime Buffer Capacity Method*

Nutrient					pH				
Very High					High				
High					Sufficient				
Medium					Low				
Low									
	Phosphorus (P)	Potassium (K)	Calcium (Ca)	Magnesium (Mg)	Zinc (Zn)	Manganese (Mn)	pH *	Lime Buffer Capacity (LBC)	Soil Test Index
Soil Test Index	282 lbs/Acre	191 lbs/Acre	5600 lbs/Acre	469 lbs/Acre	34 lbs/Acre	36 lbs/Acre	6.4	668	

Two Labs to Send Samples:

A & L Western Agricultural Laboratories, Inc.
1311 Woodland Avenue, Suite 1
Modesto, CA 95351
Phone (209) 529-4080 Fax (209) 529-4736

UGA Extension:

The Soil, Plant and Water Lab University of Georgia
2400 College Station Road
Athens, GA 30602-9105

Date Sample Sent: _____

Date Sample Sent: _____

"The soil is the great connector of lives,
the source and destination of all. It is
the healer and restorer and resurrector,
by which disease passes into health, age
into youth, death into life. Without
proper care for it we can have no
community, because without proper care
for it we can have no life."
- Wendell Barry



NOTES

WEEK 4 - SEPT 12 - 16

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	USE THIS PICTURE TO MARK THE AREAS OF EACH SAMPLE LOCATION:
	

Business Models – Options for AGaretta Box

SKILLS & PROCEDURES:

- Potting up – when and how
- Transplanting – when and how
- Square 101 - How to use, log in, logo, page development, etc.
 - Login Email - agarettabox@gmail.com
 - Phone Connected to Account: 404-931-7023
 - Pass Code - 1112

Use QR code to view this week's readings and/or videos:



1. What does “biointensive” mean?

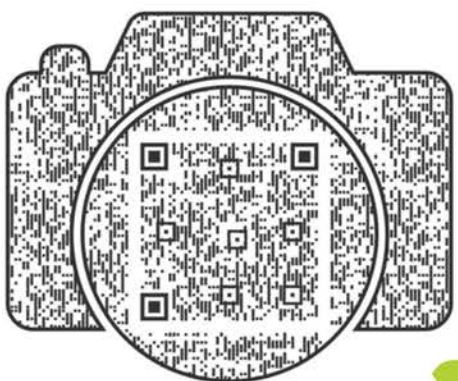
2. Why would a small-scale market grower space crops closer together than a conventional farmer?

“Don't you find it odd that people will put more work into choosing their mechanic or house contractor than they will into choosing the person who grows their food?”
– Joel Salatin

Saturday, September 24th from 6:30 – 9:00 PM is the Fall Harvest Picnic at Old Rucker Farm. Bring your family and a dish to pass that is inspired by the fall harvest.

NOTES

WEEK 5 - SEPT 19 - 23

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Crop Planning 101

- How do we know what we need and what we will have each week?
- How do we know the costs we have incurred, or will incur?

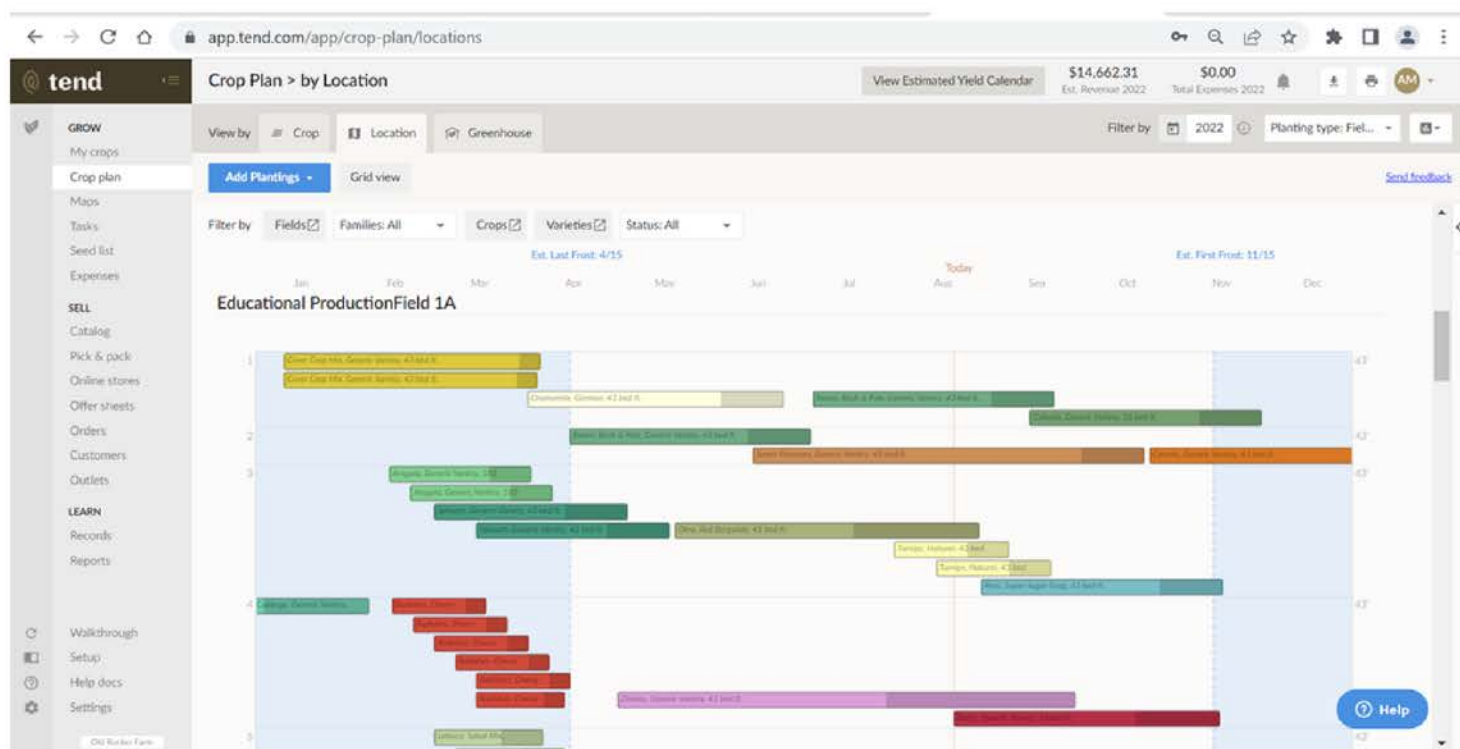
SKILLS & PROCEDURES:

- Potting up continued
- Transplanting continued

Use QR code to view this week's readings and/or videos:



Crop Plan Review – Look at the 2022/23 crop plan in TEND and try to predict what we will be growing this year.



During harvest this week, you will be packing two CSA boxes. Develop a plan for how you will assign the harvest tasks among the team. Make sure to take notes along the way of what's working and where the team has delays or challenges. Don't forget to take photos to share on social to help promote your CSA shares.

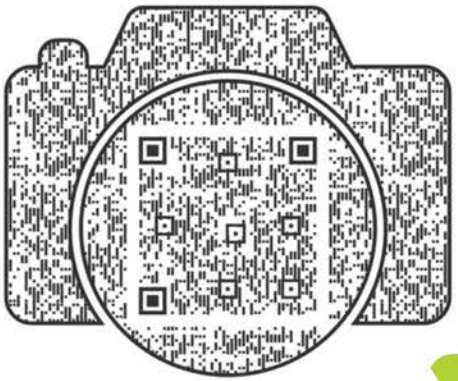
**Growth
Opportunity**

October 1 is the Crabapple Festival in downtown Milton. Would you like to help us spread the word about the Community Agriculture Program and AGaretta Box?



NOTES

WEEK 6 - SEPT 26 - 30

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Old Rucker Farm Brand

The brand of Old Rucker Farm and the Community Agriculture Program is specifically tailored to the demographic of North Fulton residents. The adults in the community are highly educated and they prioritize education for their children. They have higher than average HHI, and the median home price exceeds the national average.

The tone of the Program's content is professional and friendly, balancing educational content, gratitude for the generosity of the community volunteers and members, and general beauty of the Farm.

The Farm's primary channels are Facebook and Instagram because that is where the demographic of the community are at. While the program offers youth classes and camps, it is the adults caring for the youth who will be signing them up.

Use QR code to
view this week's
readings/videos:



SKILLS & PROCEDURES:

- Bed Preparation – Clear, sterilize and prepare a row bed for the next planting.
- Transplanting – Securely transplant seedlings into the row beds to ensure growth.

1. What are two things you notice about the social media presence of Old Rucker Farm that you like?

2. What are two things about the social media presence of Old Rucker Farm that you would change?

Farm Branding – Explore other farms and their brand.

This week, visit a local farmers market and observe the different ways booths are set up. The Alpharetta and Roswell farmers markets are both on Saturday mornings from 8AM-Noon.

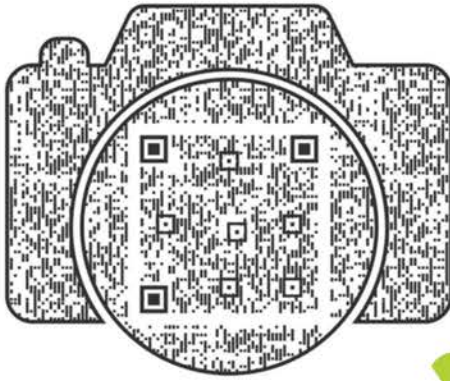
Take some time to virtually explore local farms on the Georgia Organics website and get a feel for the different ways growers brand themselves and their farms online.

1. What three farms did you like best, in terms of their branding?

2. What did you like about their branding?

NOTES

WEEK 7 - OCTOBER 3 - 7

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Square 102 – The AGaretta Box Online Store

SKILLS & PROCEDURES:

- Bed Preparation; continued from last week
- Transplanting; continued from last week

This week you will need to draft copy for each webpage, including About Us, Our Team, and Contact. Check the page titled More; it seems to be a mash-up for old content. Decide what your final website will look like in preparation for your re-launch.

As you finalize your plans for AGaretta Box, think about what will go in the box along with the produce. Will you include a printed newsletter? A recipe using the items in the box? Other promotional collateral?

Use QR code to
view this week's
readings and/or
videos:



About Us

Our Team

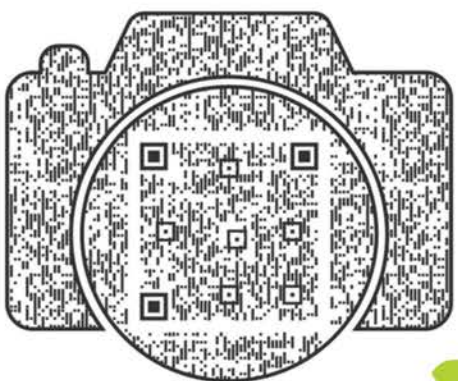
Contact

10/10 - 10/12:
NO SCHOOL

Saturday, October 15 is the Fall Plant Sale, in partnership with GNPS, from 10:00 AM – 2:00 PM. Come buy some native plants and promote AGaretta Box.

NOTES

WEEK 8 - OCTOBER 10-14

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Marketing from a Pro



SKILLS & PROCEDURES:

- Bed Preparation, continued from last week
- Transplanting, continued from last week

On Tuesday, Deanna McKay, the City of Alpharetta's Marketing Coordinator, will speak about branding, marketing and social media presence. She will also talk about some of the most effective tools in the social media toolbox for planning, scheduling, editing, tracking and reporting.

After learning from Deanna, continue to develop the AGaretta Box brand and website. Develop social content templates for your brand. Develop a social media content calendar for the year. What holidays do you need to include? What seasonal dates are important to your business and your customers?

"This magical, marvelous food on our plate, this sustenance we absorb, has a story to tell. It has a journey. It leaves a footprint. It leaves a legacy. To eat with reckless abandon, without conscience, without knowledge; folks, this ain't normal."

-- Joel Salatin

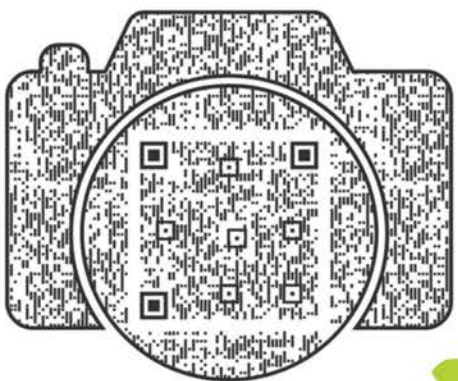
**Growth
Opportunity**

Saturday, October 22 is the last Farm Work Day of 2022, from 9:00 – 11:00 AM. We would love your help organizing the volunteers. It's a great way to demonstrate your skills and share them with the community.



NOTES

WEEK 9 - OCTOBER 17-21

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

AGaretta Box Brand

Let's talk about the AGaretta Box packaging, cadence of social posts and emails to customers, etc. Your website copy should be ready to go live (or already be live); social plan should also be finalized.



Next week you will begin AGaretta Box sales. How will you promote it this week to your community? What can you do this week to be best prepared for next week?

These are the most important elements for your customers. Think through these as a team and have a plan.

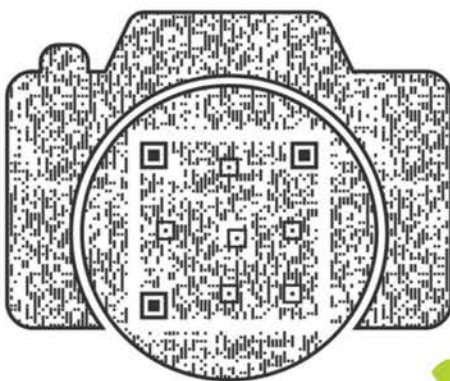
- Quality Product – All items should be in excellent condition, washed (depending on item), and packed neatly with labels if needed.
- Communication – Remind customers of pick-up location and time, send follow up message. If anything goes wrong, communicate quickly, and find a way to right the situation.
- Gratitude – Don't forget to thank your customers – in-person, via text, email, message – any and every way you can.

“Dreams do not come true just because you dream them. It's hard work that makes things happen. It's hard work that creates change.”

- Shonda Rhimes, Producer

NOTES

WEEK 10- OCTOBER 24-28

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Business Launch Week!

AGaretta Box Sales Begin this Week

It's time to put the last 10 weeks of learning to practice. Have a plan. Ask questions. Have fun!

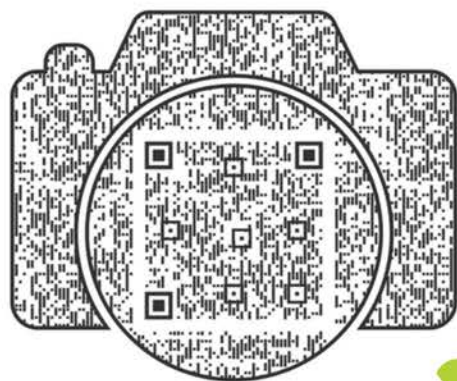
Take note of what you did for AGaretta Box on:

- Social Media
- Website
- Email
- Communication to Customers
- Pre-harvest Organization



NOTES

WEEK 11 - OCT 31-NOV 4

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

AGaretta Box Sales Week 2

1. What lessons were learned last week with the launch of AGaretta Box?

2. What changes need to be made?

3. Will there be a Thanksgiving Week edition of AGaretta Box? If so, how will it be promoted and priced? Is the team available to make it happen?

On Tuesday, Colleen Trickett, owner of Green Girl Basics, will speak about blending teas and will teach you how to do it for your AGaretta Box customers.

After learning from Colleen, you will mix and package tea blends using the loose organic teas and the herbs grown and dried at the Farm over the summer.

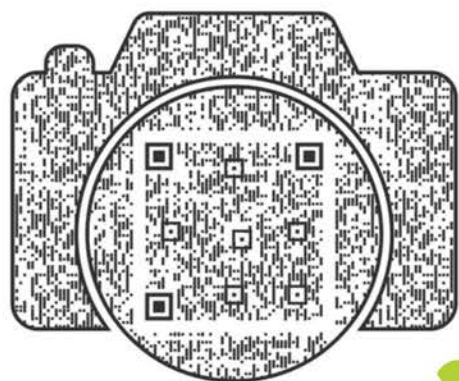
As you think about marketing and selling the tea, look at the crop plan and determine when you may have a dip in harvest-ready items. Because the tea is a stable added value item, you want to be strategic about the timing of your sale and marketing of it.



Over the next two weeks, make sure your rows' soil is covered with some type of top dressing. Choose between shredded leaves, coop poop (not for root rows), straw or shredded paper.

NOTES

WEEK 12 - NOVEMBER 7-11

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Sales Week 3

1. Will there be an AGaretta Box Thanksgiving edition? YES NO
2. How will you communicate this to your customers/community?



Use QR code to view this week's readings and/or videos:

3. What lessons were learned in the last two weeks with AGaretta Box?

4. Do you have marketing posts scheduled for over break?

SKILLS & PROCEDURES:

- How to install and secure frost cloth

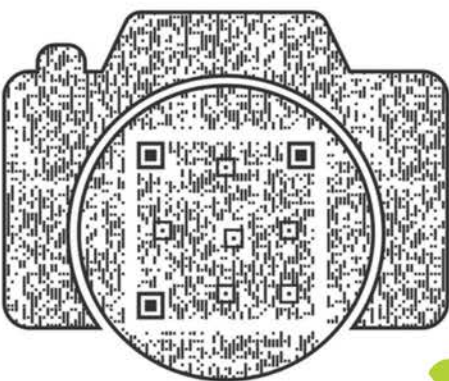
DON'T FORGET

Make sure your rows' soil is covered with some type of top dressing. Choose between shredded leaves, coop poop (not for root rows), straw or shredded paper.

Over break, we are going to challenge you to find out where the food on your holiday table is from. Can you trace it back to the farm?

NOTES

WEEK 13 - NOVEMBER 14-18

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

HOLIDAY TABLE NOTES

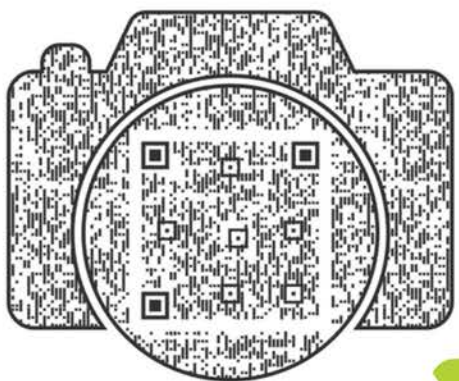
WEEK 14 - NOVEMBER 21-25

MAIN DISH:	DIG A LITTLE DEEPER INTO ONE OF YOUR FAVORITE DISHES. NAME OF DISH:
FAVORITE SIDE DISH:	CAN YOU TRACE ITS ORIGIN?
SECOND FAVORITE SIDE DISH:	WHAT IS THE MAIN INGREDIENT? WAS ITS MAIN INGREDIENT GROWN IN GEORGIA?
FAVORITE DESSERT:	WAS IT GROWN IN THE SOUTHEAST? WAS IT GROWN IN THE USA? HOW MANY MILES FROM YOUR HOUSE WAS THE MAIN INGREDIENT GROWN OR RAISED?



NOTES

WEEK 14 - NOVEMBER 21-25

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Sales Week 4

1. According to the Crop Plan, what items should we have in the CSA boxes this week?

Use QR code to
view this week's
readings and/or
videos:



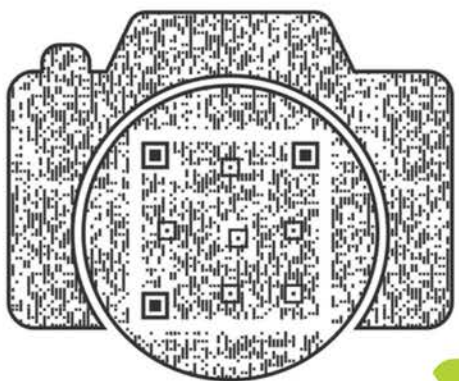
2. Does that match what is in the field and is harvest-ready? Make note of what doesn't match.

“Teaching kids how to feed themselves and
how to live in a community responsibly is
the center of an education.”

– Alice Waters

NOTES

WEEK 15 - NOV 28 - DEC 2

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Crop Planning 102

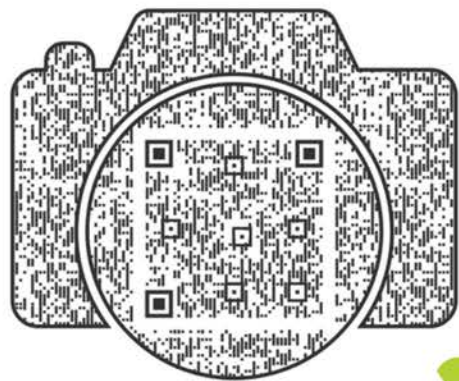
It's time to start thinking about spring crops! In the material this week, you will explore different ways farmers make crop plans. Scan the QR code to view this week's reading materials.

Break into two teams and share what you learned after harvest on Friday morning.



NOTES

WEEK 16 - DECEMBER 5 - 9

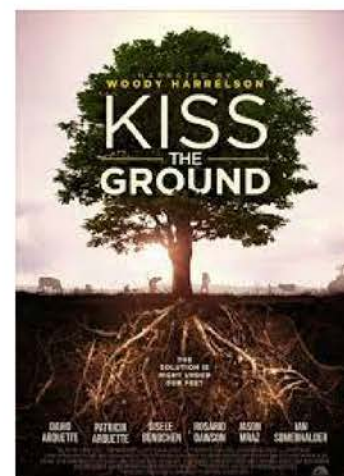
ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

How do Farmers Enjoy a Holiday?

It's time to make a plan for over the winter break. You will be gone for two weeks. Some of the team will be available, some will be out of town. Every business, and especially farm businesses, need to have a good plan in place when one of the business partners goes on vacation.

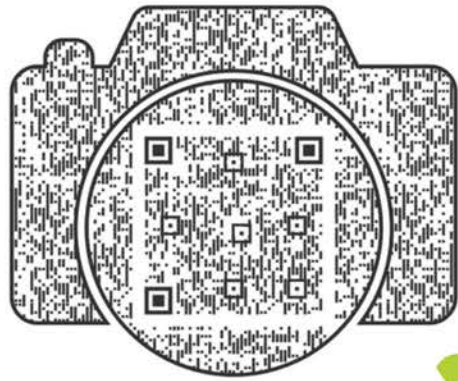
Who will check on the rows?	What will you do if there freezing temps and frost cloth is needed?	How will you communicate with your customers?
Do you have social posts scheduled?	Who will be checking and replying to comments?	What else do you need to remember?

Choose one of the following films to watch over the break:



NOTES

WEEK 17 - DECEMBER 12 - 16

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

NOTES

WEEK 18 - DECEMBER 19-23

Happy
Holidays!

NOTES

WEEK 19 - DECEMBER 26-30

Happy
Holidays!

Welcome Back!

The daily and weekly tasks have flipped, so you will be doing different work than last semester. Use the checklist in the back of this book, and switch to the *Second Semester* page for the remainder of the school year.

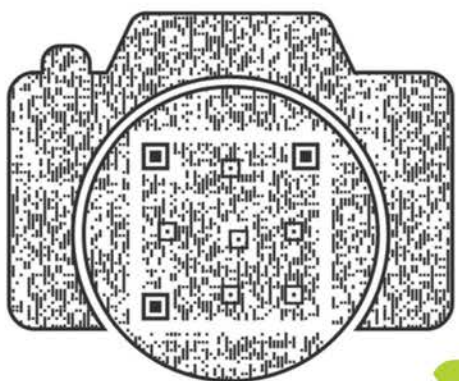
This week teach each other the tasks, processes, and tips you learned last semester.

If you have questions, just ask!



NOTES

WEEK 20 - JANUARY 1-6

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

Crop Planning & Seed Starting 102

SKILLS & PROCEDURES:

- Greenhouse set up and heat mat testing.

This is an exciting time at the Farm. We will start accelerating the work in the grow room and greenhouse in the coming days and weeks.

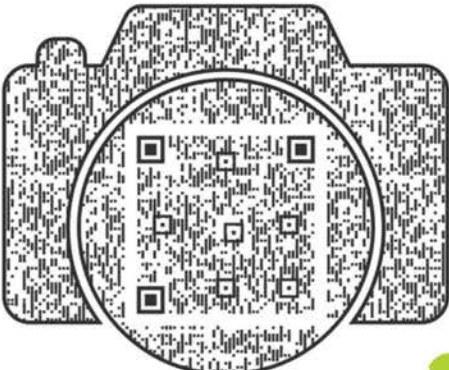
Use QR code to view this week's readings and/or videos:



"If you have to put on a haz-mat suit to visit a farm, you may not want to eat what comes from it." – Joel Salatin

NOTES

WEEK 21 - JANUARY 9-13

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

1/16: NO SCHOOL
(MLK JR. DAY)1/17: REMOTE
LEARNING DAY

Added Value Items + Seed Starting 103

SKILLS & PROCEDURES:

- Bed Preparation – First Semester Review;

Clear, sterilize and prepare a row bed for the next planting

Research creative ways farmers have added value to their farm business.

1. Name a few value-added product ideas that you found interesting in the reading.



2. Why do small-scale growers typically find it beneficial to transplant seedlings vs. direct sow?

3. What are some benefits of direct sowing seeds?

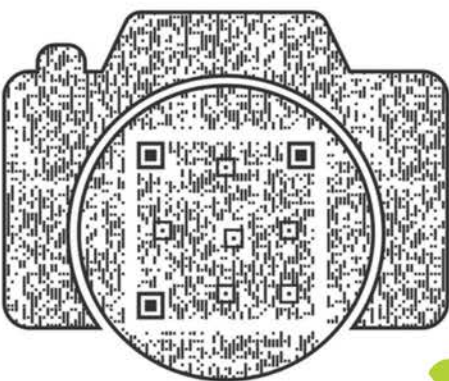
This year's jarred added value items were processed by the culinary program at Alpharetta High School. The labels were applied to the jars by the CBI students at Milton High School. How can you tell this story to your customers? What is the best format and platform to use?

This week you will be managing harvest without the Farm Team's assistance. Emily and Amanda will be at the GA Young Farmer Conference with Mr. Martin. Remember the important elements for your customer:

- Quality Product – All items should be in excellent condition, washed (depending on item), and packed neatly with labels if needed.
- Communication – Remind customers of pick-up location and time, send follow up message. If anything goes wrong, communicate quickly, and find a way to right the situation.
- Gratitude – Don't forget to thank your customers – in-person, via text, email, message – any and every way you can.

NOTES

WEEK 22 - JANUARY 16-20

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Soil Test Results and Action

SKILLS & PROCEDURES:

- Reading and deciphering a soil test analysis.

Use QR code to view this week's readings and/or videos:



1. What is the pH of your row, and is it in the ideal range?

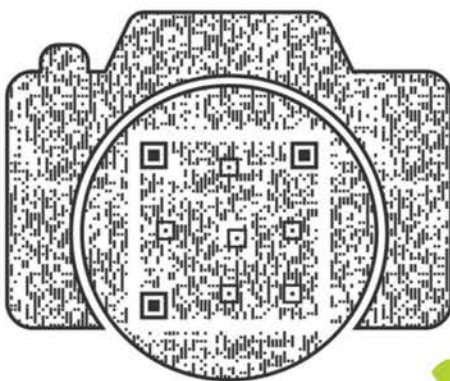
2. Are there micronutrient deficiencies in your row?

3. What recommendations did you learn in The Market Gardener reading that you would like to implement in your row?

Next week you will be presenting to the Alpharetta Mayor and City Council, sharing your learning and experience at Old Rucker Farm, the Ag-Business class and with the AGaretta Box. Discuss as a team what and how you want to share. Will you bring anything with you?

NOTES

WEEK 23 - JANUARY 23-27

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Companion Planting and Pest Management

In the reading for this week you will be researching companion planting and how it benefits farm production.

Use QR code to view this week's readings and/or videos:



1. What are two companion plants for the spring crop plan items, which are lettuce, kale, carrots, collards, chard, and radish?

2. What are two companion plants for the summer crop plan items, which are tomatoes, peppers, okra, eggplant, beans and cucumbers?

3. What are plant pests? Name two examples of pests.

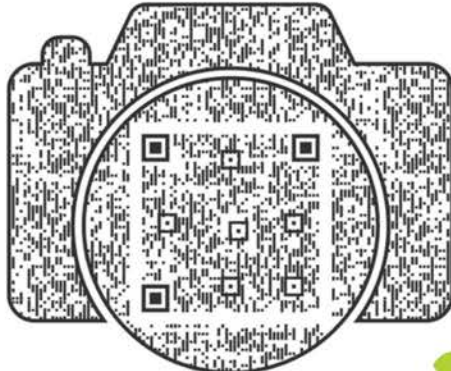
4. Name a predatory, or beneficial insect that can be used in controlling aphids as well as spider mites?

5. Explain Integrated Pest Management.

6. Name the organic methods to IPM (Integrated Pest Management).

NOTES

WEEK 24 - JAN 30 - FEB 3

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Organic, Biodynamic and Regenerative - What are they?

"The best farming systems are ones where animals and plants are put into a synergistic relationship." - Michael Pollan

Use QR code to view this week's readings and/or videos:



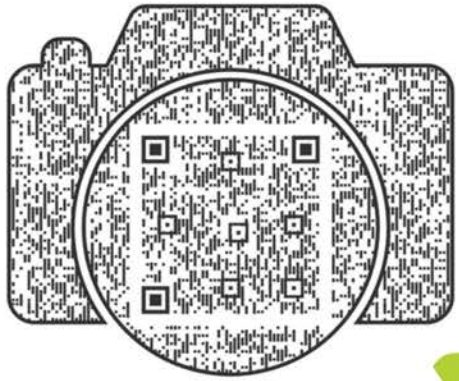
1. What is biodynamic?

2. Name two biodynamic principles, and what you find most interesting or appealing about them.

3. What biodynamic principles do you notice at Old Rucker Farm?

NOTES

WEEK 25 - FEBRUARY 6-10

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Cover Crops

Explore what types of cover crops are available, what benefits they provide, and how they are used.



Use QR code to view this week's readings and/or videos:



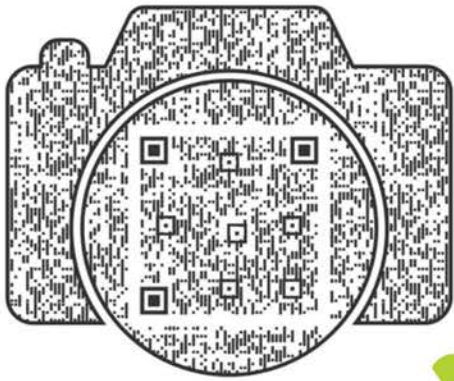
1. What is nitrogen fixation and why is it valuable to crops?

2. What is green manure?

3. What is intercropping with cover crops?

NOTES

WEEK 26 - FEBRUARY 13-17

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Compost - Benefiting the Garden and the Planet.



1. What are two ways to compost at home?

2. Can meat or fish bones be composted? Why or why not?

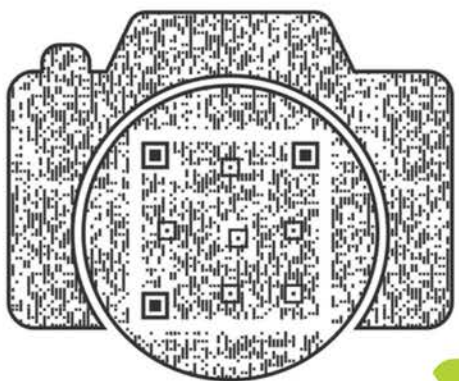
3. Name three benefits of composting.

Saturday, February 25, from 11 AM – 1 PM is the first Community Agriculture Program seed pick up event of 2023.
We'd love your help and it's a great place to promote AGaretta Box.

**2/20 AND 2/21
NO SCHOOL**

NOTES

WEEK 27 - FEBRUARY 20-24

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Business Planning and Forecasting

1. Why is it important to forecast for your farm business?

"Information is like compost:
it does no good
unless you spread it around."
- Eliot Coleman

2. What tools do you have to forecast your sales through the end of the school year?

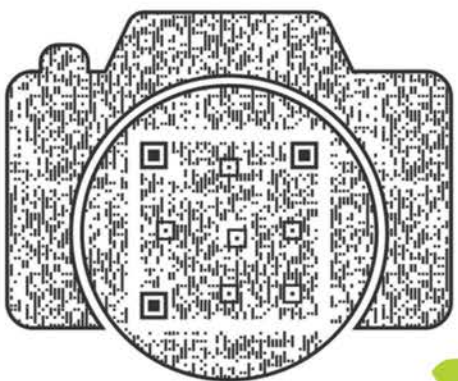
3. Look at the crop plan and determine the gross sales potential for AGaretta Box.



It's cold, but the Farm is still alive and needs your time and attention!

NOTES

WEEK 28 - FEB 27-MARCH 3

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Weed Management



You know
what to do

1. What is your favorite weeding tool to use?

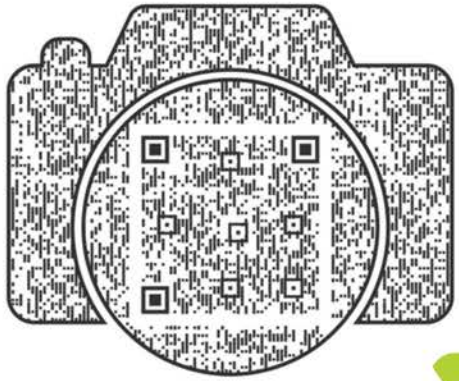
2. How does tilling contribute to the development of more weeds in the growing rows?



**THE
FARM
THREE
YEARS
AGO!**

NOTES

WEEK 29 - MARCH 6-10

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Tools of the Trade 101

1. Why is it important to not walk in the growing beds?



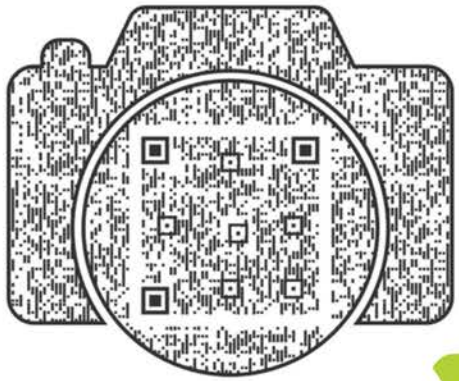
2. What is a broad fork and what is it used for?

Saturday, March 18, from 11 AM – 1 PM is the Community Agriculture Program spring plant pick up event. Please plan to attend and promote AGaretta Box.



NOTES

WEEK 30 - MARCH 13-17

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Tools of the Trade 102

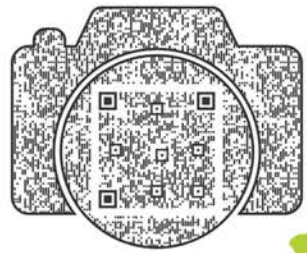
On Tuesday, James Graeme will teach us how to use the BCS, review the various attachments and their purpose. We will build a row bed and prepare it for planting using the tools of the trade.

Take lots of notes, this week will be hands-on and full of new information.

“Every tool on your farm should have a place. It should be in its place or in the hands of a worker. There is no third option. Use the tool, then put it back home.”
– Ben Hartman

NOTES

WEEK 31 - MARCH 20-24

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code

Designing Your Farm

How would you design a farm?

Over the next two weeks, think about the location of buildings and proximity to the growing fields.

Where would water ideally be located? Where is harvest stored? And how about vehicles – is there space for a vehicle to drive in to collect the harvest?

Make notes about the various elements you’d want to have at your farm.

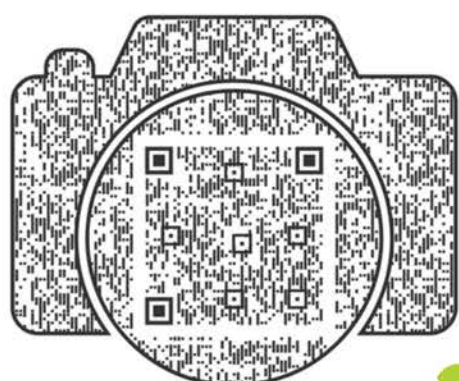


Location of Buildings	Water	Harvest and Storage Location
Traffic Patterns	Sun Path	Waste

*** Make sure the team has a plan for over spring break. Who will be available for emergencies at the Farm? Who is managing social media?

NOTES

WEEK 32 - MARCH 27-31

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

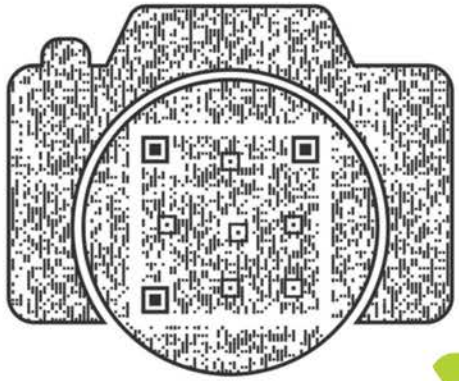
Designing Your Farm

Over break, think about your farm design, and be ready to draw it when we return.

*Have a
Great
Break!*

NOTES

WEEK 33 - APRIL 3-7

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Farm Design Ideas

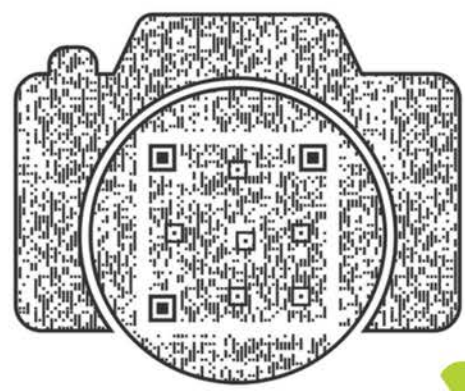
Now it's time to draw your dream farm. Add all the details you have been thinking about: pond, river, hills, house, barn, meadow, etc.

Don't forget to label all the areas of your farm design.

CREATE

NOTES

WEEK 34 - APRIL 10-14

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

Independent Study Part 1

This week you will choose two videos from the list. After you watch them you will teach the team something new. Consider sharing some of the videos you liked on your AGaretta Box channels.



1. Video #1 - What did you watch?
2. What did you learn that you want to share with the team?

1. Video #2- What did you watch?
2. What did you learn that you want to share with the team?

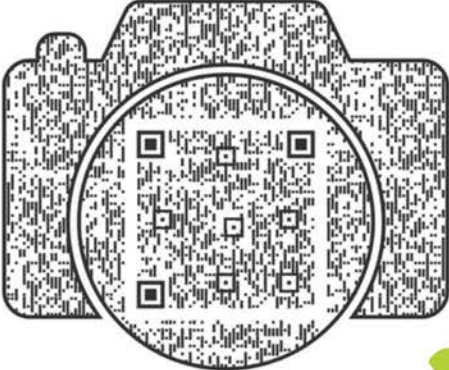
**Growth
Opportunity**

Saturday, April 22 from 9 AM – 12 PM is the Community Agriculture Program hot crop plant pick up and Farm Work Day. We would love your help!



NOTES

WEEK 35 - APRIL 17-21

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Independent Study Part 2

This week you will choose two different videos from the list. After you watch them you will teach the team something new. Consider sharing some of the videos you liked on your AGaretta Box channels.

1. Video #3 - What did you watch?
2. What did you learn that you want to share with the team?

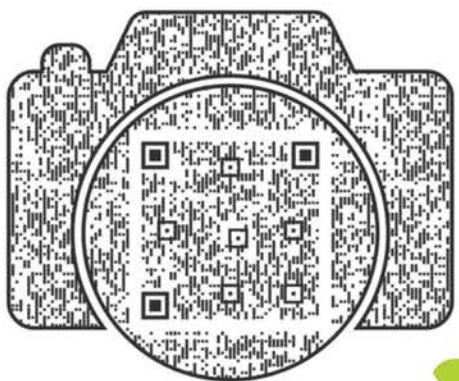


1. Video #4- What did you watch?
2. What did you learn that you want to share with the team?

Saturday, April 29 is the Community Agriculture Program spring plant sale, in partnership with GNPS, at Old Rucker Farm from 10:00 AM – 2:00 PM. What can you teach during one of the drop-in educational sessions? Choose from all the skills you've developed this year, and plan to host a 10-minute mini workshop.

NOTES

WEEK 36 - APRIL 24-28

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

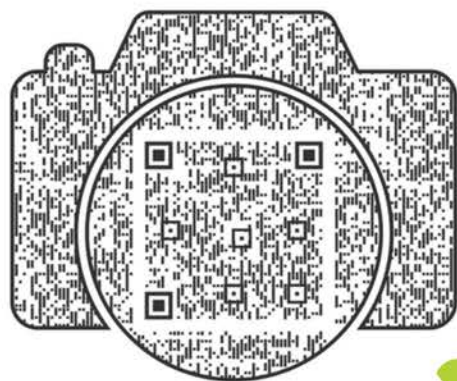
School Year Wrap Up

The end of the school year is near.

How will you communicate this to your AGaretta Box customers?

NOTES

WEEK 37 - APRIL 30-MAY 5

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS   Upload your photos using the QR Code 

School Year Wrap Up

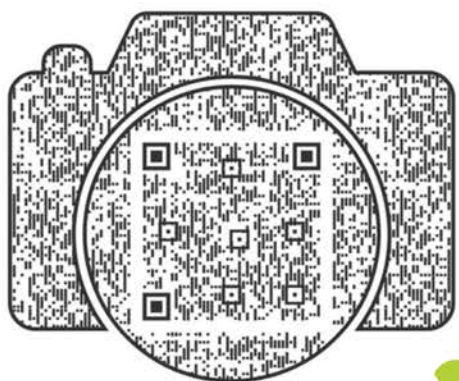
What are three things you learned this year working on the AGaretta Box project at Old Rucker Farm?

What do you recommend we change to the program for next year?

**"When tillage begins, other arts follow. The farmers, therefore, are the founders of human civilization."
— Daniel Webster**

NOTES

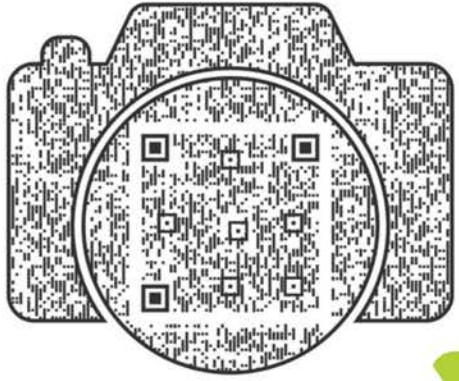
WEEK 38 - MAY 8-12

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

School Year Wrap Up

NOTES

WEEK 39 - MAY 15-19

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

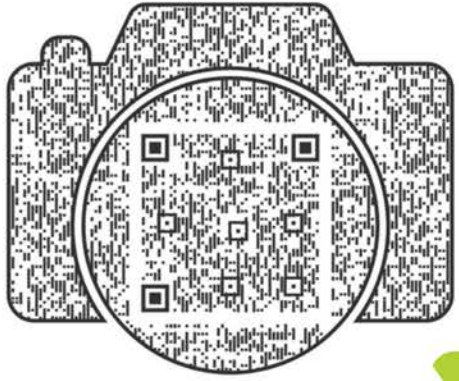
Last Week of School



**Have a great summer and
congratulations on your
high school graduation!**

NOTES

WEEK 40 - MAY 21-26

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Handwriting practice area with horizontal dashed lines.

Handwriting practice area with 20 sets of dashed lines for tracing on a white background.

Handwriting practice area with 20 sets of dashed lines for tracing on a white background.

Handwriting practice area with 20 sets of dashed lines for tracing on a white background.

Handwriting practice area with 20 sets of dashed lines on a white background.

First Semester

Team 1AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your rows, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Feed and water chickens and rabbits, remove eggs from nesting boxes, refresh shredded paper, check for injuries, illness, and attempted entry into coop by predator.

M	T	W	Th	F
---	---	---	----	---

Spray water on pre-compost to keep it moist.

M	T	W	Th	F
---	---	---	----	---

Straighten up any hoses, tools, clutter in classroom, greenhouse, and work table by greenhouse.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Farm Walk – Look for damage in fence, mark ant hills, check berry patch, pollinator garden, write down all observations.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Check tool shed for clutter and organize.

M	T	W	Th	F
---	---	---	----	---

Hose out entry of chicken coop – spray off all feed bins, scrub out water tanks, discard any debris.

M	T	W	Th	F
---	---	---	----	---

Wipe out shelves of refrigerator in tool shed and house.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum upstairs of house.

First Semester

Team 7AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your row + Row 11A/B, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Empty dehumidifiers in house into the grass outside.

M	T	W	Th	F
---	---	---	----	---

Water plants in house, greenhouse, and on hardening off shelves, when present.

M	T	W	Th	F
---	---	---	----	---

Bee Hive – Check for signs of damage or distress.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Rake out the pre-compost, empty wheelbarrows into compost.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Turn compost piles in 3-bin system.

M	T	W	Th	F
---	---	---	----	---

Check trash in classroom, empty if needed.

M	T	W	Th	F
---	---	---	----	---

Walk Community Garden – Look for overgrown beds and make note of plot #. Write down observations, share with Amanda/Emily.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum downstairs of house.

Second Semester

Team 1AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your row + Row 11A/B, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Empty dehumidifiers in house into the grass outside.

M	T	W	Th	F
---	---	---	----	---

Water plants in house, greenhouse, and on hardening off shelves, when present.

M	T	W	Th	F
---	---	---	----	---

Bee Hive – Check for signs of damage or distress.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

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M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Turn compost piles in 3-bin system.

M	T	W	Th	F
---	---	---	----	---

Check trash in classroom, empty if needed.

M	T	W	Th	F
---	---	---	----	---

Walk Community Garden – Look for overgrown beds and make note of plot #. Write down observations, share with Amanda/Emily.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum downstairs of house.

Second Semester

Team 7AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your rows, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Feed and water chickens and rabbits, remove eggs from nesting boxes, refresh shredded paper, check for injuries, illness, and attempted entry into coop by predator.

M	T	W	Th	F
---	---	---	----	---

Spray water on pre-compost to keep it moist.

M	T	W	Th	F
---	---	---	----	---

Straighten up any hoses, tools, clutter in classroom, greenhouse, and work table by greenhouse.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Farm Walk – Look for damage in fence, mark ant hills, check berry patch, pollinator garden, write down all observations.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Check tool shed for clutter and organize.

M	T	W	Th	F
---	---	---	----	---

Hose out entry of chicken coop – spray off all feed bins, scrub out water tanks, discard any debris.

M	T	W	Th	F
---	---	---	----	---

Wipe out shelves of refrigerator in tool shed and house.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum upstairs of house.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Council Meeting Minutes (Meeting of 1/23/2023)

Approval of the City Council meeting minutes from the meeting of January 23, 2023.

STAFF RECOMMENDATION:

Approve the City Council Meeting minutes from the meeting of January 23, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

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 23, 2023 at 6:30 p.m.

ALTERNATIVES:

ATTACHMENTS:

1.	CC Minutes 1.23.2023
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City Council Meeting & Public Hearing

JANUARY 23, 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.

II. ROLL CALL

• Council Members

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

• Council Members Absent

- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Melissa Tracy, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Parks, Recreation, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Thomas Harris, Director of Finance

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

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS AND PROCLAMATIONS

A. “Surya Namaskar Yajna” (Health for Humanity – Yogathon)

- Mayor Gilvin presented a proclamation to members of the Hindu Swayamsevak Sangh, USA Inc. non-profit organization.

B. Retirement of Information Technology Director, Randy Bundy

- Mayor Gilvin, Council Member Mitchell, and City Administrator, Chris Lagerbloom, came forward to send some well wishes to Randy Bundy as this is his last City Council meeting before his retirement.

V. BOARD AND COMMISSION APPOINTMENTS

A. Code Enforcement Board – Reappointment of Jill McMullan and Robyn MacDonald

- ❖ Council Member Mitchell offered a motion to reappoint Jill McMullan to the Code Enforcement Board.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-0).
- ❖ Mayor Pro Tem Merkel offered a motion to reappoint Robyn MacDonald to the Code Enforcement Board.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

B. Development Authority – Reappointment of Jack Nugent

- ❖ Council Member DeRito offered a motion to reappoint Jack Nugent to the Development Authority.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

C. Swearing-in of Board and Commission Members

- Alpharetta Municipal Court Judge David C. Will performed the swearing-in ceremony for appointed Board and Commission members.

VI. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 1/17/2023)

Approval of the City Council meeting minutes from the January 3, 2023 meeting.

- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Will seconded the motion.
 - The motion was approved (5-0).

VII. PARTNERSHIP UPDATES

A. Tech Alpharetta Update

Update from representatives of Tech Alpharetta regarding the organization's activities and achievements.

- Karen Cashion, with Tech Alpharetta, came forward and provided a presentation to Mayor and City Council and is attached hereto as Exhibit A.

VIII. PUBLIC HEARING

A. Z-23-01 / V-23-03 KJ Luxury Homes / 1580 Mayfield Road

DEFERRED: This item has been deferred by the applicant to a future City Council Meeting and Public Hearing. This item will not be heard or discussed during this City Council meeting.

Consideration of a rezoning and variances to allow for the construction of 7 'For-Sale' single-family detached homes on 5.66 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale', Residential) and variances are requested to reduce the right-of-way width of a local street from 50' to 44' and to have a sidewalk on 1 side of the street. The property is located at 1580 Mayfield Road and is legally described as being located in Land Lots 1057 and 1104, 2nd District, 2nd Section, Fulton County, Georgia.

B. Z-23-02 / V-23-01 92 Thompson Street Condominiums

Consideration of a rezoning and variance to allow for the construction of a 5-unit 'For-Sale' condominium building on 1.13 acres. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) and O-P (Office-Professional) to DT-LW (Downtown Live-Work) and variances are requested to allow a stream buffer encroachment and to allow hardscape within the 10' landscape strip along Thompson Street. The property is located at 82 & 92 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- This item was considered at the 1/5/2023 Planning Commission meeting. Staff recommended approval subject to 14 conditions. There were public comments with concerns over location of trash pick-up, downstream erosion issues on stream, and need to screen vehicles entering the parking deck. A representative from Academy Park requested that 4 conditions be added to the applicant's zoning conditions addressing stormwater and stream impacts. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and adding

'retaining walls' to condition #11 and adding the 4 conditions provided by Academy Park (approved by a vote of 7-0).

- CZIM was held on December 14, 2022. There were no public comments. The applicant had conversations with several residents in the area, including residents at Academy Park, Midwick, West of Main, and Voysey. Concerns were voiced related to the impacts to the stream buffer. According to the applicant, feedback was positive.
- Staff is recommending that Mayor and Council approve Z-23-02 / V-23-01 92 Thompson Street Condominiums, subject to the following conditions:
 1. The site, consisting of approximately 1.13 acres, shall be zoned DT-LW and developed substantially similar to site plan prepared by Travis Pruitt & Associates, Inc., revised 12/16/2022, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the renderings, labeled Exhibit A, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB.
 3. Thompson Street streetscape shall generally be improved, as follows: 30' half width right-of-way to incorporate an 8' sidewalk (concrete with brick banding), 6' planter, 8' on-street parking, 10' travel lane, and decorative pedestrian lighting, with final approval by Staff.
 4. Shade trees shall be required in the planter along Thompson Street and behind the sidewalk in the 10' landscape strip as a continuation of what has been planted or designed in the Downtown and outside of utility easements, as approved by DRB. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 5. Open space shall be developed as depicted on the site plan prepared by Travis Pruitt & Associates, revised 12/16/2022, including decorative landscaping, hardscape, walls and seating, as approved by DRB. Landscape plan shall include plant selections promoting the historic Downtown.
 6. Tree removal shall be limited to the site plan prepared by Travis Pruitt & Associates, Inc., revised 12/16/2022.

7. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.
8. Developer shall construct a minimum 8' concrete connection between the Alpha Loop and Thompson Street sidewalk, as depicted on the site plan prepared by Travis Pruitt & Associates, Inc, revised 12/16/2022. Alpha Loop connection shall be placed within a minimum 10' permanent easement and shall include bicycle access stair ramps, lighting (bollards), landscape, hardscape, wayfinding signage and crosswalk at Kingry Lane, as approved by Staff.
9. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff.
10. Prior to the issuance of an LDP, developer shall provide the City with an engineering justification showing that the proposed Alpha Loop connection and existing channel along eastern property line will function properly. Any modification to the existing channel would require a hydraulic trespass assessment.
11. Utility structures, headwalls, retaining walls, etc. shall be finished with decorative stone, where visible from the Alpha Loop, as approved by DRB.
12. Stream buffer encroachment shall be permitted as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., revised 12/16/2022.
13. To mitigate stream buffer encroachments, developer shall remove existing encroachments and comply with one or a combination of the following measures, as approved by Staff:
 - a. Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
 - b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment /impact. These can include, removing fallen trees from inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add enhanced buffer plantings where sparsely vegetated, and remove invasive vines.
 - c. Obtain any necessary state and federal approvals for the stream and buffer impacts.
 - d. Or alternative mitigation measures, as approved by Staff.
14. No more than 1 of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Academy Park Neighborhood Association Conditions:

15. The design and construction of the proposed underground detention pond will exceed capacity and functional standards required by regulations.
 16. The developer and subsequently the HOA via the covenants will perform annual inspections of the detention pond and will timely remediate any deficiencies noted within 6 months after inspection.
 17. Developer will perform an upstream creek study from Haynes Bridge Road to Academy Park's western property (approximately 700 feet of creek) to identify the creek's current condition and prepare a long-term erosion control/repair plan timeline to improve/prevent further issues in their section of the creek and downstream. Developer will need to get access/permission from the other landowners (Voysey, Alcovy 1, and 112 Thompson Street) and share the report with them and the City.
 18. The developer and subsequently the HOA via the covenants agrees to maintain the improvements associated with the project within the undisturbed buffer area, which include a new retaining wall, landscaping, and stormwater conveyance structure to sustain the aesthetics originally created by the developer.
- The submitted request, if approved, would allow for the construction of a five (5)-unit 'For-Sale' condominium building on 1.13 acres in the Downtown. The proposed density is 4.42 dwelling units per acre. A rezoning is requested from O-P (Office-Professional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work), as well as a variance to allow a stream buffer encroachment. The subject property is located at 82 and 92 Thompson Street at the northwest corner of Thompson Street and Kingry Lane.
 - The property represents two (2) parcels of land with frontage on Thompson Street. Both properties are developed with single-family detached homes. Surrounding properties are zoned MU (Mixed Use) and DT-R (Downtown Residential) to the north, O-P to the east, O-I (Office-Institutional) to the south and DT-LW to the west. Voysey and The Rows subdivisions are located to the north, Moss property to the east, Cadence Bank to the south and Alcovy Place is under construction to the west. The proposed use is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use Live Work'.
 - The applicant requests a variance from Unified Development Code (UDC) Section 3.3.6(C)(1)(a) Stream Buffer Protection – Land Development Requirements, which requires a 50' undisturbed natural vegetative buffer on a non-perennial stream and an additional 25' impervious setback for a total of 75'. Impervious cover is prohibited within the 75' impervious setback, which includes man-made structures that impede the natural infiltration of water into the ground. The site plan depicts approximately 315 square feet of the building encroaching into the 75' impervious setback. In addition, an

underground stormwater facility and pervious paver amenity patio is depicted within the 75' impervious setback and a new retaining wall is depicted within the 50' stream buffer.

- The applicant proposes to remove an existing encroachment into the City and State stream buffer; a 3,800 square foot parking lot at the rear of 82 Thompson Street. To mitigate the impacts from the stream buffer encroachment, the applicant's engineer proposes to remove approximately 3,370 square feet of existing impervious encroachments, revegetate the stream buffer and provide additional runoff reduction volume. With the proposed mitigation, there will be a net decrease of approximately 3,000 square feet of impervious area in the stream buffer.
- Access to parking is proposed from the Alcovy Place development to the west, which is currently under construction. Condominium units on the 1st and 2nd floors will be approximately 4,050 square feet and the 3rd floor unit will be approximately 8,450 square feet. Minimum building setbacks are consistent with the DT-LW development regulations.
- The basement-level parking deck includes twenty-one (21) parking spaces and four (4) on-street, parallel parking spaces are depicted along Thompson Street. The Downtown Code requires two and a half (2.5) parking spaces per unit for residents and guests for a total of thirteen (13) parking spaces.
- The site plan calls out 6,275 square feet, or fifteen percent (15%), open space, which includes a patio area at the rear of the building constructed of pervious pavers, the existing Alpha Loop and proposed Alpha Loop connection.
- The City completed construction of the Alpha Loop on the subject property in Spring 2020. The applicant's site plan depicts a nine-foot (9') concrete path connection between the Alpha Loop and Thompson Street sidewalk along the east side of the property. In addition, the connection also lines up with the future Alpha Loop alignment along Kingry Lane, which will facilitate an Alpha Loop connection over Old Milton Parkway.
- There is a 17" Dogwood that would be a good specimen tree save; however, that tree is located along Thompson Street and will be impacted with the installation of the required streetscape. Trees located in the stream buffers not being impacted by the stream buffer variance will be preserved.
- An underground stormwater management facility is depicted at the rear of the building and located within the 75' impervious setback.
- Staff estimates that the five (5) condominium units would generate three (3) AM and four (4) PM Peak Hour trips.

- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 1 school age children. Numbers provided by Fulton County Schools show that Alpharetta High School is approaching capacity.
- According to the applicant's architect, the proposed renderings reflect the Tudor Eclectic style. The City's Downtown Consultant reviewed the applicant's renderings. The following comments should be addressed prior to Design Review Board (DRB) consideration:
 - Address the areas of the building with flat roof massing;
 - Select areas could be detailed as flat roof massing with appropriate parapets and cornice treatment;
 - Balance of the top floor massing could be detailed in a mansard type roof;
 - All wall massing should be either stone or brick; and
 - Do not use cantilevered brick veneer walls on the side elevations; treat any projecting bays as timber framed or similar.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The proposed zoning is consistent with the comprehensive land use plan designation of the property and a variety of residential types will add to the character and interest along Thompson Street. In addition, the proposed density is lower than developments approved in the Downtown along Thompson Street.
- The property has topographic challenges and stream buffers impact more than half of the property. The proposed stream buffer mitigation will result in a net decrease of approximately 3,000 square feet of impervious area in the stream buffer and replanting the buffer and additional runoff reduction will enhance the ecology of the stream.
- The applicant, Jeff Pittman (with Piedmont Real Estate Group, Inc. 3380 Trickum Road, Woodstock, GA 30188) came forward to speak on behalf of this application.
- The applicant shared that they would be willing to provide an easement agreement with Alcovy in order to address the ingress/egress access to the development.
- Additionally, the applicant is in agreement with the conditions proposed from Academy Park Neighborhood.

CITY COUNCIL DISCUSSION

- Council Member Mitchell and Council Member Will asked about the trash pick-up for this development.
 - The applicant shared that the condos will use valet trash services which will be able to be removed from the underground garage easily.
- Council Member DeRito asked about the size of the development next to this condo building and the height of the building.

- Manager Woodman shared that there are 10 detached homes next door, and the parking structure will essentially be underground and not visible from Thompson Street.

PUBLIC COMMENTS

- Bob Collins (12504 Wexcroft Lane, Alpharetta, GA 30009) came forward to speak in favor of this application.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-23-02 / V-23-01 92 Thompson Street Condominiums, subject to the following conditions:
 1. The site, consisting of approximately 1.13 acres, shall be zoned DT-LW and developed substantially similar to site plan prepared by Travis Pruitt & Associates, Inc., revised 12/16/2022, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the renderings, labeled Exhibit A, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB.
 3. Thompson Street streetscape shall generally be improved, as follows: 30' half width right-of-way to incorporate an 8' sidewalk (concrete with brick banding), 6' planter, 8' on-street parking, 10' travel lane, and decorative pedestrian lighting, with final approval by Staff.
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 7. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.

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 - c. Obtain any necessary state and federal approvals for the stream and buffer impacts.
 - d. Or alternative mitigation measures, as approved by Staff.
14. No more than 1 of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Academy Park Neighborhood Association Conditions:

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17. Developer will perform an upstream creek study from Haynes Bridge Road to Academy Park's western property (approximately 700 feet of creek) to identify the creek's current condition and prepare a long-term erosion control/repair plan timeline to improve/prevent further issues in their section of the creek and downstream. Developer will need to get access/permission from the other landowners (Voysey, Alcovy 1, and 112 Thompson Street) and share the report with them and the City.
18. The developer and subsequently the HOA via the covenants agrees to maintain the improvements associated with the project within the undisturbed buffer area, which include a new retaining wall, landscaping, and stormwater conveyance structure to sustain the aesthetics originally created by the developer.
19. Applicant shall submit copy of easement agreement to the City Attorney for approval.
- Council Member DeRito seconded the motion.
 - Council Member Will offered a friendly amendment to add a condition that states that we receive a copy of a lock solid agreement with Alcovy for the use of the alleyway to get into the building.
 - Manager Woodman shared that he has not been provided a copy of the existing easement, but we would require that as part of the LDP and the final plat.
 - Eric Richards (21 Dobbs Road, Woodstock, Georgia 30188) came forward and shared that he is the one that signed this referenced easement and gave to his attorney to be recorded.
 - Council Member Will shared that if the city attorney is okay with the language in the easement then that would suffice, but he has not seen the easement.
 - City Attorney Tracy shared that Council could offer a motion that states that approval is contingent upon receiving a copy of the satisfactory and valid easement.
 - Mayor Pro Tem Merkel amended his original motion to add a Condition #19 that states "Applicant shall submit copy of easement agreement to the City Attorney for approval."
 - Council Member Will agreed with the amended motion.

- Council Member DeRito agreed with the amended motion.
- The motion was approved unanimously (5-0).

IX. NEW BUSINESS

A. Resolution: Representation of City Officials and Employees

Consideration of a resolution by the Mayor and City Council of the City of Alpharetta, Georgia adopting a policy with respect to the provision of representation for Alpharetta Officials and Employees in certain circumstances.

- City Attorney, Melissa Tracy, read the resolution title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- While we do have liability insurance, there is a state statute that allows for our City to expand liability coverage for our employees and officials, and this resolution would allow this Council to make a policy for this type of representation in certain situations.
- Allows for caps on legal expenses per event, and the employee or official has the ability to choose their own attorney.
- There could be an additional clause added to state that the City Administrator would provide notice to the City Council when this policy is used.

PUBLIC COMMENTS

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve a Resolution by the Mayor and City Council of the City of Alpharetta, Georgia adopting a policy with respect to the provision of representation for Alpharetta Officials and Employees in certain circumstances, with an addition of a provision read aloud by Mr. Lagerbloom that states "In the event that this policy is used, the City Administrator will update the City Council at its next regularly scheduled meeting, the details of its use."
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

B. Resolution: Municipal Election Superintendent

Adoption of a resolution by the Mayor and City Council of the City of Alpharetta, Georgia to authorize a municipal superintendent to conduct municipal elections.

- City Attorney, Melissa Tracy, read the resolution title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- There has been discussion between several cities in Fulton County about the possibility of hosting our own municipal elections as early as 2023.
- If this is approved, this sets into motion a future plan for the City to host its own elections. The first step in that plan is to recruit and hire a Municipal Election Superintendent.

- Mayor Gilvin shared that there are many cities in Georgia that already host their own elections. Further, there has been multiple proposed increases in the costs for Fulton County to conduct our municipal elections.

PUBLIC COMMENTS

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve a Resolution by the Mayor and City Council of the City of Alpharetta, Georgia to authorize a municipal superintendent to conduct municipal elections.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (5-0).

X. PUBLIC COMMENT

- There were no public comments.

XI. REPORTS

- There were no reports.

XII. EXECUTIVE SESSION

- ❖ Council Member Will offered a motion to recess to Executive Session.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).
- Mayor Gilvin recessed the meeting at 8:30 p.m.
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

XIII. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn.
 - Council Member Will 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 9:08 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



Tech Alpharetta 2022 Update

Tech Alpharetta
Chairman of the Board Paul Nagrowski, Siemens
Vice Chairman Bob Toupin, Clearwave
Treasurer Mackenzie Thompkins, Bank of America
CEO Karen Cashion
1/23/23

2022 was a Milestone Year for Tech Alpharetta

Thanks to the ongoing support of the City of Alpharetta, our board, and our exceptional partnership with the city's Economic Development team, Tech Alpharetta successfully grew its programs and its brand to new levels in 2022.

Tech Alpharetta has become an impactful and well-respected tech organization that has helped to fuel the growth of our booming, Alpharetta tech ecosystem and the recognition of Alpharetta as a well-known tech hub.





Tech Alpharetta is a Tech Economic Development Engine for the City of Alpharetta

We grow new companies & new jobs for the City

We help attract & retain tech companies in the City

We help to attract, retain & grow skilled tech workforce

We help to brand Alpharetta as a tech hub

We grow new companies & new jobs for the City

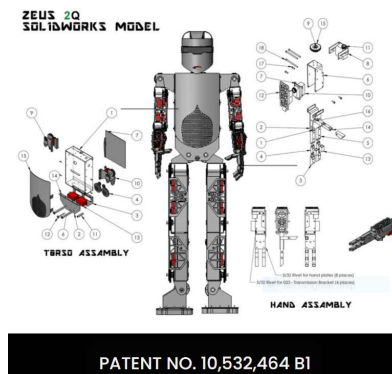
3 New Startup Graduates in 2022

- **40-50** tech startups incubate at our Center at any given time, creating new software, hardware, med devices, biotech

- **20** have graduated from our incubator since 2015, creating

1,188 new tech & service industry jobs for the City &

1854 total new jobs for the state of Georgia



That jobs-creation # won't be static for long—the following Alpharetta-based startup grads & current companies are actively hiring more employees:



Current startup member graduating into Alpharetta space 1st quarter

\$16 million Series A round of investor funding in 12/22

Actively hiring

www.terzocloud.com (contract management software)

6 Startup graduates actively hiring in Alpharetta



(Windward Plaza) (50 employees+ in Alpharetta, 50 in India)



Fusmobile (Windward Parkway)(5 local, 7 int'l, 4 out of state)



(8000 Avalon Blvd.)(15 local, 250 int'l, 20 oos)



(8000 Avalon Blvd.)(7 local, 3 oos)(\$55 million

Morgan Stanley Energy Partners Investment)



(Great Oaks Way)(nearly 40 employees in Alpharetta)



(Lakeview)(10 local, 34 oos)(\$32 million series A)

Tech Alpharetta Startups' Fundraising Success?

- Our startups have successfully raised > **\$221 million** in investor funding since 2015
- This is an increase of nearly \$40 million from 1 year ago (\$182 million in 12/21)



Startup fun fact: Did you know that through our partnership with FCS, we placed 20 FCS high school interns with our Tech Alpharetta startups in 2022?

We help to attract & retain tech companies in the City.

- By growing & supporting a thriving tech ecosystem in Alpharetta

EVENTS **27 Events served >2000** tech exec attendees in 2022

INCUBATOR Running a renowned & successful **tech startup incubator**,
connecting startups & enterprise

BOARD **Offering Board member & Board company engagement** & thought
leadership to our 36 board tech companies



A thriving tech ecosystem & opportunities for engagement attract more tech companies & help to retain the ones that are already here.

...HPE, DataSeers, Bank of America, LexisNexis Risk Solutions, Equifax, Tier4, Hi-Rez Studios, CIOX, Pyramid Consulting, Digital Scientists, Siemens, BitPay, Jackson Healthcare, Morgan Stanley, WrightNow Solutions, Relevantz, Park Ave. Gaming...



Tech Alpharetta also helps to attract & retain tech companies in the City by working in partnership with the City's Economic Development Team, to help to recruit new companies & to participate in Economic Development's Meet & Greet with established tech companies.



Microsoft visit-RSA Conference-State Ec. Dev. Tour-German American Chamber

We help to attract, retain & grow Skilled Tech Workforce for the City

- Growing & Supporting a Thriving Tech Ecosystem in Alpharetta
- Tech Alpharetta's Women's Forum's STEAM mentoring program is helping to grow the next generation STEAM workforce in Alpharetta



FCS Innovation Academy
Dedicated To Excellence In Education



- Tech Alpharetta's participation in the *ATL Unlocked* initiative provided tremendous visibility to Tech Alpharetta and the City
- **NEW for 2023!** Our Tech Studio Technical & Leadership Development Training, powered by TLG & WNS

TECH ALPHARETTA PRESENTS



We help to brand Alpharetta as a Tech Hub

- 758 social media posts in 2022 (Linked In, Twitter, FB)
- 827 articles mentioned Tech Alpharetta
- 179 million media impressions
- 28 Blogs
- 6 Podcasts
- 4 Executive Spotlight Videos
- 4 Press Releases
- 90 newsletters sent weekly to our contact list of >5000 tech executives

Special thanks to our PR & digital marketing services, in-kind sponsor firm-



and to our commercial video production, in-kind sponsor firm-



Tech Alpharetta's Board

In 2022, we added **4** new board companies & 2 new Community Partner organizations, ending 2022 with **35** Tech Leaders on our board and 49 total board members

New Board Companies



New Community Partner Board Member Organizations



Tech Alpharetta Board as of 12/31/22

35 Tech Co. Leaders/5 NonTech/7 Partners/2 City=49 vs. 34 Tech/47 total on 12/31/22

25 (51%) Women/Persons of Color YTD vs. 49% as of 12/31/22

Strong Market Representation with 23 Enterprise; 9 Midmarket; 8 Emerging

City of Alpharetta Board Members

Mayor Gilvin

Economic Dev. Manager Lance Morsell

Tech Alpharetta Chairman of the Board

Paul Nagrowski, Siemens Financial Services

Tech Alpharetta Vice Chair

Tech Alpharetta Treasurer

Dave Albano, RestorePoint

ADP-E

AT&T-E

Bank of America-E

BitPay-MM

Chick-fil-A-E

CIOX Health-E

Colonial Pipeline-E

DataSeers-EM

Digital Scientists-EM

Edge Solutions-MM

Equifax-E

EY-E

Flexential-E

Global Payments-E

Hi-Rez Studios-MM

HPE-E

Jackson Healthcare-E

KORE Wireless-MM

LeasePlan USA-E

LexisNexis Risk Solutions-E

Microsoft-E

Morgan Stanley/E*trade-E

Nursing/Allied Services-EM

OneSpring-EM

Park Avenue Gaming-EM

Pfizer-E

Priority Payment Systems-MM

Pyramid-MM

Relevantz-E

Scientific Games-E

Skillshot Media-EM

Taylor English-MM

Tier 4 Advisors-EM

TireHub-MM

UPS Supply Chain Solutions-E

Verint-E

Verizon Wireless-E

WrightNow Solutions-EM

Community Partner Board Members

Alpharetta Convention & Visitors Bureau

Alpharetta Chamber of Commerce

ATDC

GNFCC

Gwinnett Tech

KSU Coles College of Business

MACOC

Board companies' level of financial participation:

\$186,000 2022 (>10x 2018)

\$168,000 2021

\$121,000 2020

\$76,500 2019

\$17,500 in 2018

2022: 100% of our Board companies were sponsors (88% cash).

2021 92% (84% cash)

2020 87% (77% cash)

2019 70% (60% cash)

2018 22%

Tech Industry Verticals Represented on the Tech Alpharetta Board as of 12/31/22:

Biotech-1 (*Pfizer*)

Data Center/IT/Hosting Services-3 (*Edge, Flexential, Tier4*)

Big Data/data analytics-3 (*LexisNexis Risk Solutions, Equifax, RestorePoint*)

Communications/IoT-3 (*Verizon, AT&T, KORE*)

Fintech-6, incl. crypto (*ADP, BitPay, DataSeers, Global Payments, PPS, Morgan Stanley/ E*trade*)

Healthcare (med device, healthcare IT)-2 (*JHC, CIOX/Datavant*)

Gaming & Lottery-4 (*Hi-Rez, Park Avenue Gaming, Scientific Games, Skillshot*)

Logistics-1 (*UPS Supply Chain Solutions*)

Infrastructure & Software-8 (*Digital Scientists, HPE, Microsoft, OneSpring, Pyramid Consulting, Relevantz, Siemens, Verint*)

Transportation-2 (*LeasePlan, TireHub*)

Tech Upskilling/Training-1 (*WrightNow Solutions*)

Tech Alpharetta 2022 Financial Update

- ✓ Exceeded 2022 revenue projections
- ✓ Net Profit
- ✓ Record level of Sponsorship Revenue in 2022
- ✓ Hired new, part-time Programs Director in 2022 (2 f/t, 2 p/t staff members) to enable new programs

TECH

2022 Financial Projections/Actual

Details	Actual 2017	Actual 2018	Actual 2019	Actual 12/31/20	Projections for Calendar Year 2021	Actual 12/31/21	Projections 2022	Actual 12/31/22
Cash Revenue (Operations, sponsorships events, other)	\$177,733	\$229,972 * *(does not incl. 2018 AgTech Conference)	\$292,774	\$306,924	\$250,000	\$319,806	\$260K	\$380,611
Support: City of Alpharetta	\$122,083	\$125,000	\$114,583	\$105,833	\$95,000 7/20-6/21 (City fiscal year)	\$95,000	\$95K	\$95K
=Total Combined Revenue	\$299,816	\$354,972	\$407,357	\$412,758	\$350,000	\$415,806	\$355K	\$475,611
Expense	\$299,049	\$327,277	\$346,629	\$326,189	\$350,000	\$324,131	\$355K	\$410,141
EBIT			\$60,728	\$86,569	\$0	\$90,675	\$0	\$65,470
In-kind sponsorships		\$222,000 in-kind services	\$242,000 in-kind services (incl. new website)	\$234,000 in-kind services	\$222,000 in-kind services	\$275,000 in-kind services (PR, video, webmaster)	\$275K	\$295K

Sponsors in 2017 = 0

Sponsors as of 12/31/22: 46



TECH

ALPHARETTA

PREMIER ORGANIZATIONAL SPONSORS

ALPHARETTA GEORGIA, ALPHARETTA CONFERENCE & EXHIBITION, TRAVELINNOVATIONS, vLink SOLUTIONS

PLATINUM SPONSORS

AT&T, BANK OF AMERICA, DELL Technologies, FLEXENTIAL, Morgan Stanley, Relevantz, STELLAR, taylor english

PREMIER SUSTAINING SPONSORS

RestorePoint.ai, UPS, VERINT

EVENT SPONSORS

GOLD

ADP, CIOX, Colonial Pipeline Company, EQUIFAX, EY, globalpayments, Hewlett Packard Enterprise, JACKSON, LexisNexis, HPCC, Park Avenue Gaming, pyramid, Pfizer, Rati, SERAPH

SILVER

bitpay, HIREZ, ONESPRING, Microsoft, SG, WRIGHTNOW SOLUTIONS

BRONZE

Chick-fil-A

INNOVATION CENTER SPONSORS

BOARD ROOM SPONSOR: PRIORITY

PITCH ROOM SPONSOR: GEORGIA'S OWN CREDIT UNION

STARTUP LOUNGE SPONSOR: ALPHARETTA

THINK TANK SPONSOR: CLARE

CENTER SUSTAINING SPONSORS: CAGLE, EZ Innovation, ZKTeco

SIGN STREAM SPONSOR: SignStream

WOMEN'S FORUM STEAM MENTORING COMMUNITY SPONSORS

Chick-fil-A, verizon, VERABLE

+ 24 2022 Golf Sponsors

THANK YOU TO OUR SPONSORS!

UPS Healthcare, STELLAR, bitpay, EDGE SOLUTIONS, iVision, FULCRUM, pyramid, TERZO, Synergis, STONE, Hewlett Packard Enterprise, ALPHARETTA, Thompson, Morgan Stanley, FLEXENTIAL, WRIGHTNOW SOLUTIONS, WealthWorth, Relevantz, FAJUNK, deep instinct, ATP, DIGITAL SCIENTISTS, TOPGOLF, TRC



Thank you for your partnership and support!

Tech Alpharetta
Chairman of the Board Paul Nagrowski,
Siemens
Vice Chairman Bob Toupin, Clearwave
Treasurer Mackenzie Thompkins, Bank of
America
CEO Karen Cashion



STAFF REPORT

Department: Finance

Submitted By:

Meeting Date: February 6, 2023

AGENDA ITEM:

Financial Management Report (Month Ending December 31, 2022)

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

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending December 31, 2022 (period 6 of Fiscal Year 2023).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

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.

ALTERNATIVES:

Do not approve the financial management report for month ending December 31, 2022 as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1.	FY 2023 Financial Management Report (6-December)
----	--

Financial Management Reports



**for the month ending
December 31, 2022
(period 6 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	



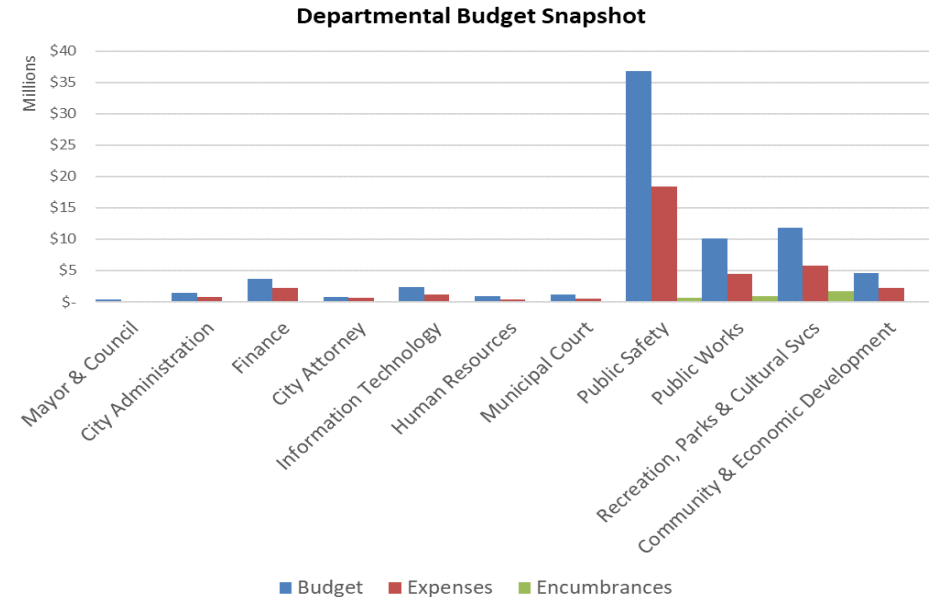
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended December 31, 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	↑	\$433,392
Hotel/Motel Tax (City portion)	↑	\$618,750
Other Revenues	↔	\$148,809
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$3M allocated in the budget)		\$12M
Less: Projected Revenue Gain		(\$5.6M)
Less: Projected Expenditure Savings		(\$3.5M)
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$2.9M)



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$734,092
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$229,254
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)	\$2,229,195
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	\$298,551

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 *TH*

DATE: FEBRUARY 6, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF DECEMBER 31, 2022

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending December 31, 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 December 31, 2022, actual revenue collections total 66% or \$52 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of \$5.6 million with the detail as follows:

• Property Taxes (current year):	\$ 950,000
• LOST:	2,325,000
• Franchise Tax:	(350,000)
• Insurance Premium Taxes:	593,627
• Alcohol Beverage Excise Taxes:	325,000
• Court/Traffic Fines:	380,500
• Recreation/Special Event Fees:	433,392
• Hotel Taxes:	618,750
• Other:	<u>298,809</u>
Estimated Gain:	\$ 5,575,079 (rounded)

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

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 10% higher than FY 2022 (\$20.6 million). Collection estimates for FY 2023 total \$21.3 million which is \$2.3 million greater than budget.

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 (Bellsouth primarily) collections will not meet budget as the 2023 forecast was based off prior-year trend data that may have included non-recurring audit collections. Staff is communicating with Bellsouth to obtain clarity on the franchise fee remittances. Overall, the Franchise Tax collection estimates for FY 2023 total \$6.8 million which is \$350,000 less 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.

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.

Collections for Municipal Court Fines is trending 43% higher than FY 2022. Current estimates for FY 2023 total \$1.8 million which is \$100,000 greater than budget. Collections for School Zone Speed Citations is trending -20% lower than FY 2022 and is estimated to generate \$1 million which is \$300,000 greater than budget.

Recreation/Special Event fee collections is trending 14% higher than FY 2022 and, according to departmental program registration trends, is expected to accelerate heading into the summer season. Corresponding program instructor funding will be included within the FY 2023 Mid-Year Budget request tentatively scheduled for two readings in February 2023.

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

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 December 31, 2022, city departments (not including General Government¹) have encumbered and expensed 54%, or \$40 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 \$734,092.

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 \$118,454. 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.

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

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$13.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.2 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).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$25 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 \$31.3 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 December 31, 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 December 31, 2022 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 4,032	\$ 3,168
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	\$ 440	\$ 3,560
Post #5: Jason Binder	\$ 4,000	\$ 39	\$ 3,961
Post #6: Dan Merkel	\$ 4,000	\$ 324	\$ 3,676

Development Authority² (Component Reporting Unit)

As of December 31, 2022, the Development Authority has \$298,551 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. Please Note: this figure will be reduced by initiatives approved in January 2023: \$20,000 for AlphaLoop Foundation MOU; \$20,000 for Atlanta Urban Land Institute.

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 December 31, 2022

	Current Fiscal Year					Prior Fiscal Year		
	2023 Budget	2023 YTD	% Collected	2023 Estimated	Variance	2022 Actual	2022 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 26,300,000	\$ 25,907,307	98.5%	\$ 27,250,000	\$ 950,000	\$ 26,738,657	\$ 25,100,677	93.9%
Delinquent	147,000	383,007	260.5%	145,779	(1,221)	167,407	(56,612)	-33.8%
Motor Vehicle Tax	55,000	33,261	60.5%	55,000	-	79,585	27,662	34.8%
Motor Vehicle Title Fee	3,000,000	1,414,459	47.1%	3,150,000	150,000	3,142,797	1,044,411	33.2%
Local Option Sales Tax	18,925,000	9,010,653	47.6%	21,250,000	2,325,000	20,552,835	8,213,409	40.0%
Franchise Tax	7,100,000	433,401	6.1%	6,750,000	(350,000)	6,634,631	566,135	8.5%
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	1,237,417	48.1%	2,900,000	325,000	2,764,435	1,114,092	40.3%
Building Permit Fees	1,850,000	1,337,491	72.3%	2,000,000	150,000	1,987,196	959,524	48.3%
Business and Occupational Tax	1,000,000	152,780	15.3%	1,000,000	-	1,063,180	150,766	14.2%
Court/Traffic Fines	2,370,000	1,696,053	71.6%	2,750,500	380,500	2,970,763	1,450,488	48.8%
Recreation/Special Event Fees	2,824,339	1,097,946	38.9%	3,257,731	433,392	2,566,047	966,864	37.7%
Hotel/Motel Tax (City portion)	2,812,500	1,242,764	44.2%	3,431,250	618,750	2,975,786	1,173,116	39.4%
subtotal	\$ 73,783,839	\$ 49,365,167	66.9%	\$ 79,358,887	\$ 5,575,048	\$ 76,402,722	\$ 45,469,934	59.5%
Other Revenues	5,005,443	2,859,155	57.1%	5,005,473	30	4,743,356	2,489,253	52.5%
Total Revenues	\$ 78,789,282	\$ 52,224,322	66.3%	\$ 84,364,361	\$ 5,575,079	\$ 81,146,078	\$ 47,959,187	59.1%
Carryforward Fund Balance	12,639,800							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of December 31, 2022

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 399,287	\$ 5,895	\$ 168,869	\$ 224,523	43.8%	42.3%	\$ 350,347	\$ 192,337	54.9%
City Administration	1,445,733	61,381	732,749	651,603	54.9%	50.7%	1,440,308	1,022,596	71.0%
Finance	3,698,826	43,591	2,185,379	1,469,856	60.3%	59.1%	3,451,127	1,910,771	55.4%
City Attorney	750,000	-	606,033	143,967	80.8%	80.8%	1,062,905	340,384	32.0%
Information Technology	2,350,617	30,713	1,142,139	1,177,765	49.9%	48.6%	1,894,045	998,733	52.7%
Human Resources	855,513	18,078	427,180	410,255	52.0%	49.9%	606,075	324,440	53.5%
Municipal Court	1,148,200	37,770	543,431	566,999	50.6%	47.3%	1,080,027	534,508	49.5%
Public Safety	36,733,287	653,579	18,438,495	17,641,213	52.0%	50.2%	32,217,831	16,853,378	52.3%
Public Works	10,112,573	856,322	4,528,308	4,727,943	53.2%	44.8%	8,853,638	4,216,296	47.6%
Recreation, Parks & Cultural Svcs	11,803,191	1,656,884	5,777,502	4,368,806	63.0%	48.9%	10,281,112	5,045,177	49.1%
Community & Economic Development	4,630,115	62,156	2,274,788	2,293,170	50.5%	49.1%	4,081,289	1,928,592	47.3%
subtotal	\$ 73,927,342	\$ 3,426,368	\$ 36,824,873	\$ 33,676,101	54.4%	49.8%	\$ 65,318,703	\$ 33,367,211	51.1%
General Government:									
Insurance Premiums (Risk)	\$ 823,300	\$ -	\$ 411,650	\$ 411,650	50.0%	50.0%	\$ 779,750	\$ 389,875	50.0%
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	-	7,819,900	7,819,900	50.0%	50.0%	7,486,799	3,743,400	50.0%
Contingency	750,000	9,400	6,508	734,092	2.1%	0.9%	60,167	44,340	73.7%
subtotal	\$ 17,501,740	\$ 9,400	\$ 8,279,878	\$ 9,212,462	47.4%	47.3%	\$ 8,616,356	\$ 4,222,435	49.0%
Total Expenditures	\$ 91,429,082	\$ 3,435,768	\$ 45,104,751	\$ 42,888,563	53.1%	49.3%	\$ 73,935,059	\$ 37,589,646	50.8%



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of December 31, 2022

									Prior Fiscal Year		
Current 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	\$ -	\$ 15,380,861	\$ 17,786,423	46.4%	46.4%			\$ 28,833,638	\$ 13,734,746	47.6%
Overtime	2,193,913	-	1,383,545	810,368	63.1%	63.1%			2,452,865	1,112,825	45.4%
Group Insurance	10,081,080	-	4,421,938	5,659,142	43.9%	43.9%			8,085,777	4,364,898	54.0%
FICA and Social Security	2,705,978	-	1,218,261	1,487,717	45.0%	45.0%			2,277,379	1,070,531	47.0%
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	-	1,455,873	1,443,137	50.2%	50.2%			2,548,264	1,219,084	47.8%
(2) Other	1,535,231	-	1,095,678	439,553	71.4%	71.4%			1,402,233	980,605	69.9%
subtotal	\$ 55,452,208	\$ -	\$ 27,825,867	\$ 27,626,341	50.2%	50.2%			\$ 48,418,816	\$ 25,301,349	52.3%
Maintenance & Operations:											
Professional Services	\$ 2,893,420	\$ 709,302	\$ 1,416,577	\$ 767,541	73.5%	49.0%			\$ 2,848,177	\$ 1,456,318	51.1%
Legal Services	750,000	-	606,033	143,967	80.8%	80.8%			1,062,905	340,384	32.0%
Vehicle Fuel/Maintenance	1,065,060	7,433	570,056	487,571	54.2%	53.5%			1,237,660	539,203	43.6%
Maintenance Contracts	3,725,691	1,665,353	1,650,548	409,790	89.0%	44.3%			3,005,871	1,193,871	39.7%
IT Professional Services	2,414,248	680,915	1,356,322	377,011	84.4%	56.2%			1,962,573	1,250,812	63.7%
General Supplies	982,058	135,093	448,815	398,149	59.5%	45.7%			893,611	470,627	52.7%
Utilities	2,900,941	-	1,223,043	1,677,898	42.2%	42.2%			2,748,597	1,146,721	41.7%
Insurance Premiums (Risk)	823,300	-	411,650	411,650	50.0%	50.0%			779,750	389,875	50.0%
Other	3,049,908	228,272	1,328,335	1,493,301	51.0%	43.6%			2,462,929	1,109,310	45.0%
subtotal	\$ 18,604,626	\$ 3,426,368	\$ 9,011,379	\$ 6,166,879	66.9%	48.4%			\$ 17,002,074	\$ 7,897,119	46.4%
Capital:											
OSSI/Fire Truck Leases	\$ 659,858	\$ -	\$ 396,752	\$ 263,106	60.1%	60.1%			\$ 675,893	\$ 558,618	82.6%
Other	33,950	-	2,525	31,425	7.4%	7.4%			1,671	-	0.0%
subtotal	\$ 693,808	\$ -	\$ 399,277	\$ 294,531	57.5%	57.5%			\$ 677,563	\$ 558,618	82.4%
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	-	7,819,900	7,819,900	50.0%	50.0%			7,486,799	3,743,400	50.0%
Contingency	750,000	9,400	6,508	734,092	2.1%	0.9%			60,167	44,340	73.7%
subtotal	\$ 16,678,440	\$ 9,400	\$ 7,868,228	\$ 8,800,812	47.2%	47.2%			\$ 7,836,606	\$ 3,832,560	48.9%
Total Expenditures	\$ 91,429,082	\$ 3,435,768	\$ 45,104,751	\$ 42,888,563	53.1%	49.3%			\$ 73,935,059	\$ 37,589,646	50.8%

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 December 31, 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	-	-	-	670		(670)
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	2,250		(75)
	subtotal			\$ -	\$ 72,175	\$ 72,175	\$ 72,920		\$ (745)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	1,582		\$ (1,582)
22090200-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(243)		243
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	(766)		766
22090200-395000	CARRYFORWARD FUND BALANCE			-	117,013	117,013	-		117,013
	subtotal			\$ -	\$ 117,013	\$ 117,013	\$ 572		\$ 116,441
	Total			\$ -	\$ 242,584	\$ 242,584	\$ 75,815		\$ 166,769



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of December 31, 2022

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
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	12,537	-	10,711
		subtotal			\$ -	\$ 90,898	\$ 90,898	\$ 12,537	\$ -	\$ 78,361
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	2,100	-	75
		subtotal			\$ -	\$ 89,188	\$ 89,188	\$ 12,610	\$ 50,900	\$ 25,678
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	\$ 25,147	\$ 50,900	\$ 166,537



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

Account #Project			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	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	\$ 67,412		\$ 935,995
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	\$ 149,012		\$ 979,595
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 3,554		\$ (3,554)
34090200-362000		REALIZED GAIN/LOSS ON INVS			-	-	-	(784)		784
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(2,458)		2,458
34090200-395000		CARRYFORWARD FUND BALANCE			-	148,441	148,441	-		148,441
subtotal					\$ -	\$ 148,441	\$ 148,441	\$ 312		\$ 148,129
Total					\$ -	\$ 3,565,567	\$ 3,565,567	\$ 913,542		\$ 2,652,025



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

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
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	\$ 135,227	\$ 1,045,399	\$ 1
34074150-521200	C2114	S MAIN ST ARC STUDY	160,000	54,400	-	105,600	105,600	62,000	43,600	-
		subtotal			\$ -	\$ 1,286,227	\$ 1,286,227	\$ 197,227	\$ 1,088,999	\$ 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	\$ 889,740	\$ 1,607,965	\$ 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 December 31, 2022

Account #			Project Snapshot: FY2013 - FY2022		FY 2023				
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	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
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-	333,925
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)
30161150-392400		SALE OF NON CAPITAL ASSETS	400	-	-	400	400	400	-
30161150-371000	C1911	EQUESTRIAN CTR (FOUNDATION)	-	-	-	-	-	28,410	(28,410)
30161150-371000	C1926	NORTHSIDE MOU (PARKS)	-	-	-	-	-	-	-
30161150-371000	C1929	COMM AG PROGRAM	58,989	50,135	-	8,854	8,854	10,574	(1,720)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	22,700	11,100	-	11,600	11,600	11,600	-
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	33	-	-	33	33	32	1
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			\$ -	\$ 4,345,076	\$ 4,345,076	\$ 166,419	\$ 4,178,657
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	5,719,900	5,719,900
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	(37,293)	37,293
30190200-362000		REALIZED GAIN/LOSS INV			-	-	-	(17,366)	17,366
30190200-361000		INTEREST EARNINGS			155,000	-	155,000	106,016	48,984
		subtotal			\$ 14,094,800	\$ 6,101,350	\$ 20,196,150	\$ 5,771,257	\$ 14,424,893
		Total			\$ 14,094,800	\$ 10,446,426	\$ 24,541,226	\$ 5,937,676	\$ 18,603,550



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

				Project Snapshot: FY2013 - FY2022		FY 2023																	
						Original		Transfers /		Revised		Collections /		Available									
Account #		Project		Total Project		Authorization		Prior Year		Appropriation		Adjustments		Budget		Expenditures		Encumbrances		Budget			
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	
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		875		842		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		44,928		128,585		347,268		
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		\$ 58,303		\$ 651,801		\$ 1,111,496	
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		\$ 2,800		\$ 3,900		\$ -		
subtotal												\$ -		\$ 6,700		\$ 6,700		\$ 2,800		\$ 3,900		\$ -	



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Account #Project			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	7,916,893	6,142,656	\$ 1,375,000	\$ 399,237	\$ 1,774,237	\$ 59,322	\$ 202,884	\$ 1,512,031
30131150-541300	C1229	PS ROOF REPAIR	1,197,111	904,690	300,000	(7,579)	292,421	69,419	198,001	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	124,985	61,489	186,868
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	169,119	85,690	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
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	10,666	-	644
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	\$ 447,620	\$ 650,207	\$ 7,028,020
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	35,405	53,124	133,705
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	479,543	207,186	-	272,357	272,357	6,852	7,779	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	101,711	36,317	61,972
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	31,271	6,508	82,991
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	61,029	4,983	46,383
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	30,250	8,044	61,706
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	31,649	54,138	63,055
30141100-542200	C1223	FLEET REPLACEMENT	1,469,452	1,091,468	195,000	182,984	377,984	76,655	299,656	1,673
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	76,266	73,454	425
30141100-541300	C1902	FIRE STATION RENOVATIONS	510,003	419,519	75,000	15,484	90,484	-	4,461	86,023



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As of December 31, 2022

Account # Project		Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
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	38,544	8,407	17,254
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	37,342	61,265	66,363
30141100-541500	C2050 REC FACILITY MAINTENANCE	120,000	46,645	30,000	43,355	73,355	12,395	8,570	52,390
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	145,351	36,582	100,000	8,769	108,769	4,925	24,350	79,494
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-	-	333,925
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	24,054	20,829	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	12,978	23,881	248,142
30141100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	247,403	-	-	247,403	247,403	-	-	247,403
subtotal				\$ 2,823,000	\$ 4,786,125	\$ 7,609,125	\$ 1,161,579	\$ 3,667,881	\$ 2,779,665
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,014,966	464,966	\$ 550,000	\$ -	\$ 550,000	\$ 347,297	\$ 169,761	\$ 32,942
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	98,123	62,325	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
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	20,579	5,701	510,295
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	830,877	521,159	300,000	9,718	309,718	201,908	-	107,810
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	490,721	277,238	150,000	63,483	213,483	-	-	213,483



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			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
30161150-544100	C1807	PUBLIC ARTS PROGRAM	231,000	170,000	45,000	16,000	61,000	32,550	13,950	14,500
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)	-	-	-	-	-	-	-	-
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	58,993	35,170	-	23,823	23,823	6,187	11,600	6,036
30161150-541500	C2010	PARK ENHANCEMENTS	610,179	465,437	125,000	19,742	144,742	82,387	20,699	41,656
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	-	250,000	-	250,000	-	29,500	220,500
30161150-541500	C2031	INNOVATION ACADEMY IGA	249,992	249,638	-	354	354	354	-	-
30161150-541500	C2051	FOUNTAIN MAINTENANCE	36,306	27,309	-	8,997	8,997	-	-	8,997
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	10,000	74,461	30,774
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)	33	-	-	33	33	-	-	33
subtotal					\$ 2,940,000	\$ 762,142	\$ 3,702,142	\$ 1,282,743	\$ 633,947	\$ 1,785,452
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	59,932	-	68
30174150-541410	C1603	DESIGN SERVICES	526,003	376,257	40,000	109,746	149,746	22,172	79,714	47,859
30174150-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	78,500	52,670	-	25,830	25,830	22,624	3,206	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	15,500	10,900	-
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	-	-	60,000	60,000	-	-	60,000
subtotal					\$ 100,000	\$ 620,374	\$ 720,374	\$ 135,228	\$ 123,960	\$ 461,186



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Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 2,645,490	\$ (416,295)	\$ 2,229,195	\$ -	\$ -	\$ 2,229,195
30190200-579011	GRANTS UNDER REVIEW			-	-	-	-	-	-
subtotal				\$ 2,645,490	\$ (416,295)	\$ 2,229,195	\$ -	\$ -	\$ 2,229,195
Total				\$ 14,094,800	\$ 10,446,426	\$ 24,541,226	\$ 3,089,062	\$ 5,738,246	15,713,917



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Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
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Account #	Project	Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
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			\$ -	\$ -	\$ -	\$ 28,169		\$ (28,169)
30290200-362000	REALIZED GAIN/LOSS ON INVS						(5,029)		5,029
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	(8,809)		8,809
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	2,100,000		2,100,000
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
	subtotal			\$ 4,200,000	\$ 1,716,691	\$ 5,916,691	\$ 2,114,331		\$ 3,802,360
	Total			\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 2,118,827		\$ 3,802,360
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	\$ 150,000	\$ 226,493	\$ 376,493	\$ 75,380	\$ 27,404	\$ 273,710
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	26,700	10,975
	subtotal			\$ 4,200,000	\$ 1,648,324	\$ 5,848,324	\$ 310,027	\$ 1,233,939	\$ 4,304,359
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	\$ 310,027	\$ 1,233,939	\$ 4,377,222



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American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
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		Project Snapshot: FY2017 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	2,445,511	\$ -	\$ -	\$ -	\$ -		\$ -
30390200-395000	CARRYFORWARD FUND BALANCE			-	4,199,000	4,199,000	432,767		3,766,233
	Total			\$ -	\$ 4,199,000	\$ 4,199,000	\$ 432,767		\$ 3,766,233
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	228,915	976,593	-
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	269,139	-	1,054,862	1,054,862	202,740	77,929	774,193
	subtotal			\$ -	\$ 2,260,415	\$ 2,260,415	\$ 431,659	\$ 1,054,522	\$ 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	\$ 432,767	\$ 1,079,518	\$ 2,686,715



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2016 Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)

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			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
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				-	-	-	20,247		(20,247)
	subtotal				\$ -	\$ 298,370	\$ 298,370	\$ 20,247		\$ 278,123
	Total				\$ -	\$ 298,370	\$ 298,370	\$ 20,247		\$ 278,123
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	79,731	10,479	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	\$ 230,480	\$ 44,729	\$ 23,161



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2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
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			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 406,195		\$ (406,195)
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	\$ 406,195		\$ 28,869,804
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 406,195		\$ 28,869,804
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	68,194	1,187,920	3,732,222
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	25,342	631,600	4,889,327
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	21,019	321,520	2,881,709
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	69,300	288,600	2,621,930
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	11,773	2,078	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	15,127	-	1,234,874	1,234,874	1,861	1,233,012	1
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	\$ 249,963	\$ 3,943,364	\$ 25,082,672



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

Account #Project			Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778			\$ 41,589,778
33541100-361000	INTEREST EARNINGS				-	-	-	587,418		(587,418)
Total					\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 587,418	\$ 41,002,360	
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 1,960,853	\$ 39,147	\$ -
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	33,067	1,621,742	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
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	3,000	43,000	2,297,000
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	178,334	59,301	5,708,207
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	468,433	-	16,498,017
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	\$ 2,880,302	\$ 6,981,519	\$ 31,727,957



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of December 31, 2022

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33690200-313400	TSPLOST II				\$ -	\$ 48,335,327	\$ 48,335,327	\$ 6,086,543		\$ 42,248,784
33641100-361000	INTEREST EARNINGS				-	-	-	79,912		(79,912)
33690200-395000	CARRYFORWARD FUND BALANCE				-	3,648,408	3,648,408	-		3,648,408
	Total				\$ -	\$ 51,983,735	\$ 51,983,735	\$ 6,166,455		\$ 45,817,280
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	114,424	23,450	12,848,253
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	-	-	10,000,000	10,000,000	1,473	736,826	9,261,701
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	102,950	529,859	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	45,751	11,560,440	393,398
	Total				\$ -	\$ 51,983,735	\$ 51,983,735	\$ 576,847	\$ 13,415,807	\$ 37,991,081



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

				Project Snapshot: FY2013 - FY2022		FY 2023					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
27074110-341321	IMPACT FEES STREETS & HIGHWAYS					\$ -	\$ 200,000	\$ 200,000	\$ 85,633		\$ 114,367
27074110-341323	IMPACT FEES RECREATION & PARKS					350,000	34,089	384,089	155,288		228,801
27074110-341324	IMPACT FEES PUBLIC SAFETY					-	-	-	8,635		(8,635)
27074110-395000	CARRYFORWARD FUND BALANCE					1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-362000	REALIZED GAIN/LOSS ON INVS					-	-	-	(7,603)		7,603
27074110-363000	UNREALIZED GAIN/LOSS					-	-	-	(20,502)		20,502
27074110-361000	INTEREST EARNINGS					-	-	-	49,271		(49,271)
Total						\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 270,721		\$ 5,216,644
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 December 31, 2022

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
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

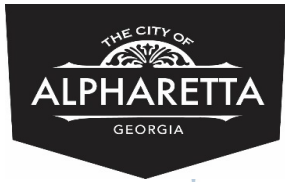


CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of December 31, 2022

		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
Revenue									
27590150-314100	HOTEL/MOTEL TAXES			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 4,019,388		\$ 3,480,612
27590150-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(2,058)		2,058
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	(6,762)		6,762
27590150-361000	INTEREST EARNINGS			-	-	-	14,121		(14,121)
	subtotal			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 4,024,688		\$ 3,475,312
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	\$ 4,024,688		\$ 4,618,484
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	1,242,764	-	1,569,736
	subtotal			\$ 2,853,537	\$ 550,485	\$ 3,404,022	\$ 1,245,679	\$ -	\$ 2,158,343
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	270,536	38,833	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	\$ 832,499	\$ 110,524	\$ 1,014,877
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 3,525,736	\$ 110,524	\$ 5,006,913

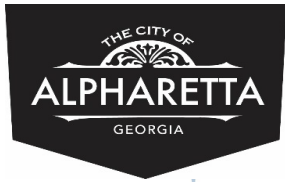


OTHER REPORTS



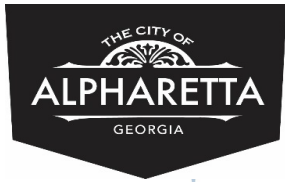
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended November 30, 2022

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 LORENSEN 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 & LANDSCAPING 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
December 31, 2022

	Major Governmental Funds							Non-Major	Total
	General	Capital	Capital	2016	2022	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
ASSETS									
Cash / Cash Equivalents / Investments	\$ 51,242,275	\$ 11,350,038	\$ 204,500	\$ 38,222	\$ 29,437,231	\$ 39,397,260	\$ 9,268,934	\$ 21,828,277	\$ 162,766,738
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	1,930,434	-	-	-	-	-	-	-	1,930,434
Other Taxes	1,242,839	-	-	-	-	-	-	-	1,242,839
Interest	-	-	-	-	-	-	-	-	-
Accounts	-	-	-	-	-	-	-	402,864	402,864
Due from Other Funds	34,968	-	-	-	-	-	-	6,161	41,129
Intergovernmental Receivable	15,143	186,695	143,275	-	-	-	-	-	345,113
Cash - Restricted	95,135	300,504	-	-	-	-	-	-	395,640
Total Assets	54,560,795	11,837,238	347,775	38,222	29,437,231	39,397,260	9,268,934	22,237,302	167,124,757
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	387,363	-	-	-	-	-	-	290	387,653
Retainage Payable	-	200,578	32,256	58,084	5,000	100,367	30,918	64,540	491,743
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	196,520	-	-	-	-	-	-	-	196,520
Due to Other Funds	-	-	-	-	-	-	-	8,854	8,854
Deferred Revenue	3,199,575	186,695	143,275	-	-	-	-	409,025	3,938,570
Unearned Revenue	621,083	-	-	-	-	-	-	3,802,961	4,424,044
Non-Current									
Unclaimed Property	107,393	-	-	-	-	-	-	-	107,393
Claims Payable	41,671	-	-	-	-	-	-	-	41,671
Total Liabilities	4,553,605	387,273	175,531	58,084	5,000	100,367	30,918	4,285,670	9,596,448
Fund Balances:									
Restricted for:									
Capital Projects	-	3,482,523	(1,426,542)	(82,273)	25,426,813	31,930,996	(4,177,792)	4,394,822	59,548,547
Law Enforcement	-	-	-	-	-	-	-	93,459	93,459
Emergency Telephone Activities	-	-	-	-	-	-	-	133,578	133,578
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	4,946,838	4,946,838
Promotion of Tourism	-	-	-	-	-	-	-	945,579	945,579
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	96,107	96,107
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,547,818	-	-	-	-	-	-	-	10,547,818
Encumbrances	3,435,768	5,738,246	1,607,965	44,729	3,943,364	6,981,819	13,415,808	4,879,145	40,046,843
Remaining 2023 Net Spend	7,248,556	-	-	-	-	-	-	-	7,248,556
Projected Net Surplus/2025 Capital	9,075,048	-	-	-	-	-	-	-	9,075,048
Unallocated	-	2,229,195	(9,179)	17,682	62,055	384,079	-	2,462,103	5,145,935
Total Fund Balances	50,007,191	11,449,965	172,244	(19,862)	29,432,231	39,296,894	9,238,016	17,951,631	157,528,309
Total Liabilities and Fund Balances	\$ 54,560,795	\$ 11,837,238	\$ 347,775	\$ 38,222	\$ 29,437,231	\$ 39,397,260	\$ 9,268,934	\$ 22,237,302	\$ 167,124,757

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

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	\$ 27,738,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,489,899	\$ 34,227,933
Local Option Sales Tax	9,010,653	-	-	-	-	-	-	-	9,010,653
Transportation SPLOST	-	-	-	-	-	-	6,086,543	-	6,086,543
Other Taxes	7,642,780	-	-	-	-	-	-	4,019,388	11,662,167
Licenses and permits	2,480,765	-	-	-	-	-	-	-	2,480,765
Intergovernmental	71,699	-	913,231	-	-	-	-	435,091	1,420,020
Charges for services	2,038,237	-	-	-	-	-	-	1,681,490	3,719,727
Impact Fees	-	-	-	-	-	-	-	249,556	249,556
Fines/Forfeitures	1,702,003	-	-	-	-	-	-	54,515	1,756,518
Investment earnings (Loss)	201,131	51,358	312	20,247	406,195	587,418	79,912	65,495	1,412,067
Contributions and Donations	30,332	155,443	-	-	-	-	-	-	185,774
Misc Revenue	44,381	10,574	-	-	-	-	-	-	54,956
Other	-	-	-	-	-	-	-	4,496	4,496
Total revenues	50,960,013	217,376	913,542	20,247	406,195	587,418	6,166,455	12,999,929	72,271,175
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	6,217,430	61,892	-	-	-	-	-	1,450,473	7,729,795
Public safety	18,438,495	447,620	47,394	-	-	-	-	2,817,765	21,751,274
Public works	4,528,308	1,161,579	645,119	230,480	-	2,880,302	576,847	821,783	10,844,418
Economic and community development	2,274,788	135,228	197,227	-	-	-	-	-	2,607,243
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	5,777,502	1,282,743	-	-	249,963	-	-	516,091	7,826,299
Contingency	6,508	-	-	-	-	-	-	-	6,508
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									
Principal	-	-	-	-	-	-	-	-	-
Interest	41,820	-	-	-	-	-	-	2,233,146	2,274,966
Other Costs	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	37,284,851	3,089,062	889,740	230,480	249,963	2,880,302	576,847	7,839,258	53,040,503
Excess (deficiency) of revenues over (under) expenditures	13,675,162	(2,871,686)	23,802	(210,232)	156,232	(2,292,885)	5,589,608	5,160,671	19,230,672
OTHER FINANCING SOURCES (USES)									
Transfers in	1,242,764	5,719,900	-	-	-	-	-	2,100,000	9,062,664
Transfers out	(7,819,900)	-	-	-	-	-	-	(1,242,764)	(9,062,664)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	21,045	-	-	-	-	-	-	-	21,045
Sale of non-capital assets	500	400	-	-	-	-	-	-	900
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(6,555,591)	5,720,300	-	-	-	-	-	857,236	21,945
Net change in fund balances	7,119,571	2,848,614	23,802	(210,232)	156,232	(2,292,885)	5,589,608	6,017,907	19,252,617
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	\$ 50,007,191	\$ 11,449,965	\$ 172,244	\$ (19,862)	\$ 29,432,231	\$ 39,296,894	\$ 9,238,016	\$ 17,951,631	\$ 157,528,309

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

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,669,179	\$ 5,080,537	\$ 290,027	\$ 35,591	\$ 167,682	\$ 1,522,144	\$ 3,775,663	\$ 5,761,963	\$ 3,525,492	\$ 21,828,277
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	402,864	-	402,864
Intergovernmental Receivable	-	-	-	-	6,161	-	-	-	-	6,161
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,669,179	5,080,537	290,027	35,591	173,843	1,522,144	3,775,663	6,164,827	3,525,492	22,237,302
LIABILITIES										
Accounts Payable	-	-	-	-	-	290	-	-	-	290
Retainage Payable	27,054	28,056	-	-	-	-	9,430	-	-	64,540
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	8,854	-	-	-	8,854
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	6,161	-	-	402,864	-	409,025
Unearned Revenue	-	-	-	-	-	-	3,766,233	36,728	-	3,802,961
Total Liabilities	27,054	28,056	-	-	6,161	9,145	3,775,663	439,592	-	4,285,670
FUND BALANCES										
Restricted:										
Capital Projects	-	3,235,157	-	-	-	-	(1,079,518)	-	2,239,183	4,394,822
Law Enforcement	-	-	57,868	35,591	-	-	-	-	-	93,459
Promotion of Tourism	945,579	-	-	-	-	-	-	-	-	945,579
Emergency Telephone Activities	-	-	-	-	-	133,578	-	-	-	133,578
Debt Service	-	-	-	-	-	-	-	4,946,838	-	4,946,838
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	96,107	-	-	-	-	96,107
Encumbrances	110,524	1,698,853	2,904	-	50,900	723,000	1,079,518	-	1,213,447	4,879,145
Unallocated	586,022	118,471	229,254	-	20,675	656,421	-	778,397	72,863	2,462,103
Total Fund Balances	1,642,125	5,052,480	290,027	35,591	167,682	1,512,999	-	5,725,235	3,525,492	17,951,631
Total Liabilities and Fund Balances	\$ 1,669,179	\$ 5,080,537	\$ 290,027	\$ 35,591	\$ 173,843	\$ 1,522,144	\$ 3,775,663	\$ 6,164,827	\$ 3,525,492	\$ 22,237,302

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

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 4,019,388	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 4,019,388
Property tax	-	-	-	-	-	-	-	6,489,899	-	6,489,899
Charges for Service	-	-	-	-	72,920	1,608,570	-	-	-	1,681,490
Impact Fees	-	249,556	-	-	-	-	-	-	-	249,556
Forfeiture Income	-	-	44,583	9,932	-	-	-	-	-	54,515
Intergovernmental	-	-	-	-	2,323	-	432,767	-	-	435,091
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings (Loss)	5,300	21,166	-	-	572	4,355	-	19,770	14,331	65,495
Other	-	-	-	-	-	-	-	-	4,496	4,496
Total revenues	4,024,688	270,721	44,583	9,932	75,815	1,612,925	432,767	6,509,669	18,827	12,999,929
EXPENDITURES:										
Tourism	1,447,558	-	-	-	-	-	-	-	-	1,447,558
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	474,893	27,480	-	-	12,610	-	1,108	-	-	516,091
Public Safety	-	18,690	57,466	12,408	12,537	2,716,663	-	-	-	2,817,765
Public Works	-	75,347	-	-	-	-	431,659	4,750	310,027	821,783
General Government	2,915	-	-	-	-	-	-	-	-	2,915
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	357,606	-	-	-	-	-	-	1,875,540	-	2,233,146
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	2,282,972	121,517	57,466	12,408	25,147	2,716,663	432,767	1,880,290	310,027	7,839,258
Excess (deficiency) of revenues over expenditures	1,741,716	149,204	(12,883)	(2,476)	50,668	(1,103,738)	0	4,629,379	(291,199)	5,160,671
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(1,242,764)	-	-	-	-	-	-	-	2,100,000	857,236
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(1,242,764)	-	-	-	-	-	-	-	2,100,000	857,236
Net change in fund balances	498,952	149,204	(12,883)	(2,476)	50,668	(1,103,738)	0	4,629,379	1,808,801	6,017,907
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	\$ 1,642,125	\$ 5,052,480	\$ 290,027	\$ 35,591	\$ 167,682	\$ 1,512,999	\$ 0	\$ 5,725,235	\$ 3,525,492	\$ 17,951,631

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

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,591,885
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	219,455
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,811,341</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,811,341</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	1,843
Accounts Payable/ Customer Credit Balances	50,351
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	9,774
Payroll Liabilities	144
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>62,111</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>62,111</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,749,230
Total Net Assets	<u>1,749,230</u>
Total Liabilities & Net Assets	<u>\$ 1,811,341</u>

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

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 3,872,325
Misc Revenue	1,405
Total operating revenues	<u>3,873,730</u>
Operating expenses:	
Administration	5,926,853
Non-departmental	-
Total operating expenses	<u>5,926,853</u>
Operating Gain (loss)	(2,053,123)
Non-operating revenues (expenses):	
Investment earnings (Loss)	(4,054)
Total non-operating revenue (expenses)	<u>(4,054)</u>
Income (loss) before transfers	(2,057,177)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(2,057,177)
Total net assets-beginning	<u>115,976</u>
Total net assets-ending (net of encumbrances)	<u>(1,941,201)</u>
Adjustments to GAAP basis:	
Encumbrances	3,690,431
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,749,230</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

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

GEORGIA

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ 234,750	\$ 234,750	\$ -	
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000	-	
(2) 99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	7,061		16,639
	subtotal	\$ 353,450	\$ 336,811	\$ 16,639	
(1) 99575100-395000	Carryforward Fund Balance	\$ 214,749	\$ -	\$ 214,749	
	subtotal	\$ 214,749	\$ -	\$ 214,749	
	Total	\$ 568,199	\$ 336,811	\$ 231,388	
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) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 12,000	\$ 2,986	\$ 3,750	\$ 5,264
(2) 99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	436	-	664
(2) 99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	600	629	-	(29)
(2) 99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	1,748	-	3,252
(2) 99575100-531230-C1535	Innovation Center Operations (Electricity)	5,000	1,711	-	3,289
	subtotal	\$ 23,700	\$ 7,509	\$ 3,750	\$ 12,441
99575100-579000	Reserve	\$ 298,551	\$ -	\$ -	\$ 298,551
	Total	\$ 568,199	\$ 95,009	\$ 51,250	\$ 421,940

- (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 December 31, 2022 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 214,749		
Revenues collected to date			336,811		
Expenditures incurred to date			(95,009)		
Fund Balance (current)			\$ 456,550		
Forecasted revenue collections			449		
Fund Balance (forecasted)			\$ 456,999		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 158,448		
Spendable (available for investment by the Board)*			298,551		
			\$ 456,999		

* To be reduced by initiatives approved in January 2023: \$20,000 for AlphaLoop Foundation MOU; \$20,000 for Atlanta Urban Land Institute.

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

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

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 457,642
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	457,642

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	298,102
Total Fund Balance	456,550

Total Liabilities & Fund Balance	\$ 457,642
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended December 31, 2022

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 7,061
State Grant	-
Fees	234,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	<u><u>336,811</u></u>
Expenditures	
Economic Development	135,000
Maintenance Contracts	6,736
Donation to private source	-
Utilities - Miscellaneous	4,523
Debt Service:	
Principal	-
Interest	-
Total Expenditures	<u><u>146,259</u></u>
Excess (deficiency) of revenues over (under) expenditures	190,551
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	190,551
Fund Balance, Beginning of Year	<u><u>214,749</u></u>
Encumbrances	51,250
Fund Balance, End of Year	<u><u>456,550</u></u>





STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Ratification of the Final Consent Order and Judgment in the case of City of Alpharetta v. Madan et al.

STAFF RECOMMENDATION:

Approve this item as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Attorney, Patrick Jaugstetter, settled the case of City of Alpharetta v. Madan, et al, as it relates to Parcel 10 of this McGinnis Ferry Road Widening Project.

Attached is the draft of Consent Order for Final Judgment that the City Attorney will file with the Court. This Order will not become final until it has been submitted to the Court and signed by the Judge.

In order to remove this case from the trial calendar, the City Attorney needed to file the Final Consent Order and Judgment in this case prior to the February 6, 2023 City Council meeting. As such, staff is seeking ratification by the Mayor and City Council of this action.

ALTERNATIVES:

ATTACHMENTS:

1.	Consent Order for Final Judgment - Madan (DRAFT)
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**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CITY OF ALPHARETTA, GEORGIA,

Condemnor,

v.

The hereinafter described real property and interests and rights in the same ABHISHEK MADAN; MEENU NAGPAL; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; HON. KENYA JOHNSON, Probate Court Judge, Fulton County, Georgia; CITY OF ALPHARETTA, GEORGIA; and any and all others claiming any interest or right in the hereinafter described real property interests and rights,

Condemnees.

CIVIL ACTION No.: 2021-CV-349768

IN REM

JUDGE ERIC K. DUNAWAY

CONSENT ORDER FOR FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnees (*insert names of those who filed appeals*) (collectively “Condemnee”), and Condemnor City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, Pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on May 21, 2021; and,

WHEREAS, Condemnor previously deposited the sum of Forty Thousand One-Hundred Dollars (\$41,100.00) into the Registry of the Clerk of Superior Court of Fulton County as the City of Alpharetta’s estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, _____ timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnee have stipulated and agreed that the total sum of Eighty-Seven Thousand Five-Hundred Dollars (\$87,500.00) constitutes just and adequate compensation for the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, the Condemnor has previously deposited the sum of \$41,100.00 into the registry of the Court; and,

WHEREAS, Condemnee, by the signature of its Counsel below, wishes to accept the total amount of Eighty-Seven Thousand Five-Hundred Dollars (\$87,500.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding.

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action is Eighty-Seven Thousand Five-Hundred Dollars (\$87,500.00) and Judgment is hereby entered on that amount.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Forty-Six Thousand Four Hundred Dollars (\$46,400.00).

3.

That Clerk of the Superior Court shall disburse the funds held in the registry of the Court in accordance with law.

4.

That upon payment and distribution of the funds as set forth above, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this _____ day of _____, 2023.

THE HONORABLE ERIC DUNAWAY
JUDGE, SUPERIOR COURT OF FULTON COUNTY

[ATTORNEY SIGNATURE LINES LOCATED ON THE FOLLOWING PAGE]

Prepared and consented to by:

JARRARD & DAVIS, LLP

Patrick D. Jaugstetter, Esq.
Georgia Bar No. 389680
Stephanie D. Banks, Esq.
Georgia Bar No. 036378

222 Webb Street
Cumming, GA 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
sbanks@jarrard-davis.com

*Attorneys for Condemnor
The City of Alpharetta, Georgia*

Consented to by:

BECK ZWALD AND ASSOCIATES, LLC

Luther H. Beck, Jr. Esq.
Georgia Bar No. 046010

2711 Buford Highway
Buford, Georgia 30518
(678) 756-8844 – telephone
(678) 765-8841 – facsimile
lbeck@bzalaw.com

*Attorney for Condemnees
Abhishek Madan and Meenu Nagpal*



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Ratification of Amended Intergovernmental Agreement between the City of Alpharetta and Fulton County, Georgia regarding utility relocation for the Webb Bridge Road Project

STAFF RECOMMENDATION:

Approve this item as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

This Intergovernmental Agreement was brought before Mayor and City Council, and was approved unanimously during the December 12, 2022 City Council Meeting and Public Hearing. This Intergovernmental agreement with Fulton County discusses waterline work associated with the Webb Bridge Road project East of North Point Parkway to Greenway Construction.

However, upon review and forwarding of the Agreement to the Fulton County Board of Commissioners, it was identified that the incorrect Exhibit A was included in the agenda materials for the December 12, 2022 meeting. The incorrect Exhibit A was renderings and visual images of the project, whereas the true and correct Exhibit A is documentation of plans and specifications for the project. The Intergovernmental Agreement with the correct Exhibit A is attached hereto, as well as the incorrect Exhibit A (for comparison purposes).

In order to perfect this Intergovernmental Agreement, Staff is seeking ratification of this amended Intergovernmental Agreement between the City of Alpharetta and Fulton County, Georgia regarding utility relocation for the Webb Bridge Road Project.

ALTERNATIVES:

ATTACHMENTS:

1.	IGA Fulton County Webb Bridge Road Sewer Relocation - Correct
2.	IGA with Incorrect Exhibit A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF ALPHARETTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of the _____ day of _____, 2022, by and between **CITY OF ALPHARETTA, GEORGIA (“CITY”)**, a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA (“COUNTY”)**, a political subdivision of the State of Georgia. The term “Party” refers individually to either CITY or COUNTY and the term “Parties” refers to both CITY and COUNTY.

WHEREAS, CITY proposes to undertake a transportation project identified as “Webb Bridge Road from East of North Point Parkway to Big Creek Greenway Bridge Replacement and Roadway Improvements” (“**PROJECT**”) by contract through its competitive bidding procedures; and

WHEREAS, COUNTY has fire hydrant, water main, water meter, service lines, and valves (“**UTILITIES**”), as shown on construction plans for the PROJECT, which must be adjusted or relocated as a result of the PROJECT (“**UTILITIES RELOCATION**”); and

WHEREAS, COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES or for other reasons considers it advantageous to have the UTILITIES RELOCATION included in the PROJECT contract to be let to bid by the CITY; and

WHEREAS, the plans and specifications for the UTILITIES RELOCATION have been approved by both CITY and COUNTY and are attached hereto and incorporated herein as **Exhibit “A” (“PLANS”)**; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, COUNTY and CITY desire to enter into this IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for CITY performing the UTILITIES RELOCATION, COUNTY will reimburse the cost of the UTILITIES RELOCATION to CITY; and

WHEREAS, COUNTY and CITY have determined that this IGA serves the best interest of all Parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes

herein contained and provided for, COUNTY and CITY covenant, agree, and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary objective of this IGA is to promote a public purpose—specifically, the improvement of transportation and utility infrastructure.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding estimate of the total cost of the UTILITIES RELOCATION work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is **\$333,925.00 (Three Hundred Thirty-Three Thousand and Nine Hundred Twenty-Five Dollars)**. COUNTY shall pay to CITY 100% of the final cost of the UTILITIES RELOCATION work, as such cost is determined pursuant to the terms of this IGA, performed on behalf of COUNTY. It is agreed that the compensation specified includes both direct and indirect costs incurred in the performance of this IGA.
2. As soon as practicable after the opening of bids and acceptance of a bid by CITY, CITY shall notify COUNTY in writing of the cost amount due CITY. COUNTY shall promptly respond to CITY with either its acceptance of the amount payable by COUNTY for the UTILITIES RELOCATION or its reasonable determination that there is a material discrepancy or error in the calculation of the amount due CITY. The parties agree that if COUNTY has not responded to CITY's notice of the accepted bid contract amount within fourteen (14) days after COUNTY's receipt of such notice, COUNTY will be deemed to have accepted such amount and, therefore, CITY will proceed with the work necessary for the UTILITIES RELOCATION as provided herein.
3. CITY will provide COUNTY with monthly invoices in amounts equal to the amounts CITY has paid each month to the contractor performing the UTILITIES RELOCATION. COUNTY shall pay such invoices within thirty (30) days from receipt. Upon completion of the UTILITIES RELOCATION, CITY shall submit a final invoice to COUNTY as provided herein.
4. Subject to the provisions of Section X below, in the event there is a change in the PROJECT or it becomes necessary to add pay items that are not provided for in the contract, CITY shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. COUNTY shall bear 100 percent of the additional cost of the UTILITIES RELOCATION, including, without limitation, the cost of any improvements or betterments to the UTILITIES requested by COUNTY, as determined in accordance with this IGA.

5. The final cost of the UTILITIES RELOCATION work performed on behalf of COUNTY shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the UTILITIES RELOCATION has been completed, CITY shall determine the final cost to be borne by COUNTY and, as the case may be, shall refund to COUNTY or shall request of COUNTY an additional payment in the amount of the difference between the final cost to be borne by COUNTY and the amount which COUNTY has previously paid to CITY. In the event additional payment is due to CITY, COUNTY agrees to pay same within thirty (30) days after the invoice is received from CITY. In the event a refund is due COUNTY, CITY agrees to pay COUNTY within thirty (30) after the refund amount is determined by CITY.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the UTILITIES RELOCATION for the PROJECT. Upon completion of the work and upon certification by CITY and COUNTY's engineers that the work has been completed in accordance with the PLANS, COUNTY will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities without further cost to CITY or its contractor. The maintenance and operations activities of the facilities will be subject to the COUNTY's rules, policies, procedures, standards, and specifications. The COUNTY agrees that these facilities will be subject to CITY's rules, policies, procedures, standards, and specifications related to utility accommodations within the CITY's right-of-way.

IV. COUNTY'S RESPONSIBILITIES.

1. COUNTY agrees that the PROJECT and UTILITIES RELOCATION design are accurately shown in the PLANS attached hereto as Exhibit "A".
2. In accordance with Section X below, COUNTY shall have the right to visit and to inspect the work and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for COUNTY's UTILITIES at any time and to advise CITY's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. COUNTY shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II above, COUNTY is responsible to reimburse all material and labor costs to CITY related to the UTILITIES RELOCATION for the PROJECT.

V. CITY'S RESPONSIBILITIES.

1. CITY shall undertake the contracting and assume responsibility for the PROJECT's management and completion.
2. All work necessary for the UTILITIES RELOCATION in accordance with the PLANS shall be included in the contract and let to bid by CITY.
3. All construction, engineering, and contract supervision shall be the responsibility of CITY. CITY shall keep accurate records with regard to the activities conducted under this IGA and provide COUNTY access to such records upon request. In accordance with Section X below,

CITY shall consult with COUNTY for its approval as provided herein before authorizing any changes or deviations which affect COUNTY's UTILITIES.

4. CITY shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the UTILITIES RELOCATION and the PROJECT and full reimbursement by COUNTY to CITY for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, to the extent permitted by law each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers, and employees of the Parties. Under the construction contract between CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to indemnify and hold harmless COUNTY as an additional indemnified party under the construction contract with respect to the UTILITIES RELOCATION work.

IX. INSURANCE.

Under the construction contract between CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to include COUNTY, as the owner of the UTILITIES affected by the UTILITIES RELOCATION work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not

less than \$300,000 per occurrence. Certificates of insurance stating coverages and policy limits and showing CITY, COUNTY, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of COUNTY may at all reasonable times review and inspect the UTILITIES RELOCATION work under the terms of this IGA and any amendments thereto. If requested by COUNTY under the terms hereof, its review recommendations shall be reviewed and considered by CITY's Project Manager / Engineer-in-Charge. Should CITY's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of CITY is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify COUNTY and, should COUNTY so request, the Parties will meet within seven (7) days to discuss and review COUNTY's recommendations. Should the Parties be unable to agree after meeting, COUNTY's recommendations shall be incorporated into the work activities if they relate solely to COUNTY's UTILITIES. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event COUNTY requests any changes in the work related to the UTILITIES RELOCATION after the PROJECT work is underway, COUNTY shall cooperate in a prompt and timely manner to any requests by CITY in the processing of any change orders to avoid delays on the progress of the UTILITIES RELOCATION. Specifically, COUNTY shall respond within fourteen (14) days of receiving any change order related request from CITY, including, without limitation, a request for acceptance by COUNTY of the additional cost associated with the change order. COUNTY further acknowledges that CITY will suffer financial loss if the PROJECT is not completed in accordance with the PROJECT contract because of COUNTY's failure to timely cooperate in the processing of change orders. Accordingly, the Parties agree that if COUNTY has not responded to any change order related request from CITY within fourteen (14) days after COUNTY's receipt of such request, COUNTY will be deemed to have accepted the terms of such change order as specified by CITY in its request, including, without limitation, the amount of additional cost associated with such change order, and, therefore, CITY will proceed with incorporating such change order into the work necessary for the UTILITIES RELOCATION as provided herein.

XII. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor any other departure consented to by the Parties, shall be effective unless the same is in writing and signed by COUNTY and CITY, and then such

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to any conflict of laws rules.
- C. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) upon execution this IGA will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1, *et seq.*
 - 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the generality of the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).
- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of both COUNTY and

CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any other person or entity, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Exhibits.** Each and every exhibit referred to in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- H. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- I. **Notices.** Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

TO CITY:

Pete Sewczwicz
Director
City of Alpharetta Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Molly Esswein, Esq.

- J. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF ALPHARETTA, GEORGIA

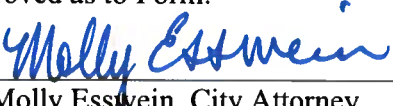
By: 
Jim Gilvin
Mayor

Attest:
By: 
Lauren Shapiro
City Clerk

Approved as to Substance:

By: 
Pete Sewczwicz, Director of Public Works

Approved as to Form:

By: 
Molly Esswein, City Attorney

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Y. Soo Jo, County Attorney
Office of the County Attorney

EXHIBIT “A”

[ATTACH PLANS AND SPECIFICATIONS FOR THE UTILITIES RELOCATION]



LOCATION SKETCH

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Fulton County Proposed Waterline Plans

*WEBB BRIDGE ROAD EAST OF NORTH POINT
PARKWAY TO BIG CREEK GREENWAY - PHASE III*

INDEX

44-CS-FC	Coversheet
44-000A	FC Water Notes
44-000B	FC Standard Details
44-000C	FC Standard Details
44-000D	FC Standard Details
44-0001	FC Summary of Quantities
44-0002	FC Waterline Relocation Plan
44-0003	FC Waterline Relocation Plan
44-0004	FC Waterline Relocation Plan
44-0005	FC Waterline Relocation Plan
44-0006	FC Waterline Relocation Plan
44-0007	FC Waterline Relocation Plan
44-0008	FC Waterline Relocation Plan



DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

Fulton County Proposed Waterline Notes

WEBB BRIDGE ROAD EAST OF NORTH POINT

PARKWAY TO BIG CREEK GREENWAY

Fulton County Utility Notes:

1. All existing water line; valves, valve boxes, meter boxes shall be field located and verified, including all existing sanitary sewer manholes and clean outs. All sanitary sewer clean outs shall be relocated just outside of the R/W.
2. All existing water line services shall be connected to the newly installed water line and all water service apparatus (WV/WM/etc) shall be adjusted to the proposed grade.
3. All existing water and sanitary sewer utilities locations shown on the construction drawings are approximate locations; therefore, the contractor shall field locate and verify their existing horizontal and vertical locations, prior to the commencement of the project.
4. All Fire Hydrants shall be installed at +/- 400 feet interval along the newly installed water line. Contractor to install air release valves and blow off valves at no additional cost.
5. The Contractor shall install along the new water line isolation Gate Valves at +/- 800 feet interval (i.e. at every other Fire Hydrants).
6. The proposed water line (D.I.P) shall be Pressure Class 350 psi, and thickness Class 51.
7. The minimum cover of four (4) feet is required over the proposed water line from the finished ground and five (5) feet of cover at finished paved surface.
8. All abandoned water lines (larger than 6" ID) shall be filled with flowable fill material.
9. Electronic locator tape to be installed 2 ft above of the pipe. Cost of electronic tape shall be included in the unit cost for installing the waterline.
- Fulton County's Standard drawings can be found at, Website:
<http://www.fultoncountygga.gov/fcwr-developer-information/fcwr-standard-details>
- If not found, please contact FC Project Manager.
10. During the construction, any utility conflict(s) that may occur and change the original layout design plans shall be approved by FC Project Manager prior to making the change.
11. All cost associated with saw cut of pavement and required by GDOT or MUTCD shall be included in the unit cost for pipe installation.
12. Contractor to install a concrete bridge for all sanitary sewer lines and laterals located under retaining walls within project limits.
13. Contractor to tie in all sanitary sewer laterals into existing sanitary sewer system. If needed, Contractor to construct doghouse if necessary.
14. If possible, all laterals to be installed above or below storm sewer piping system and maintain adequate slope for proper drainage.
15. FC water meters to be placed at the back of the permanent easement. Backflow preventers to be placed and/or relocated (by others) on private property or as approved by FC Project Manager.
16. As-Built Drawings to be submitted to the County by the Contractor prior to the completion of the project and accepted/approved by FCPW. Acceptance of As-Built Drawings to include final walk-thru with the Contractor and FC representatives before final payment by GDOT; see SP 670.

FULTON COUNTY GENERAL NOTES

1. EXISTING WATER METER LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY EXISTING WATER METER LOCATIONS, PRIOR TO THEIR RELOCATION, DURING CONSTRUCTION. CONTRACTOR SHALL RECONNECT AND/OR CONNECT EXISTING WATER SERVICE LINES AND WATER METERS TO WATER MAIN. ALL EXISTING WATER LINE SERVICES SHALL BE CONNECTED TO THE NEWLY INSTALLED WATER LINE.
2. ALL EXISTING FIRE HYDRANTS AND VALVES REMOVED DUE TO ROAD CONSTRUCTION SHALL BE DELIVERED TO THE FULTON COUNTY DEPARTMENT OF WATER AND SEWER MAINTENANCE DIVISION.
3. THE CONTRACTOR SHALL NOT INCLUDE THE PAYMENT FOR CUT AND PLUG OF EXISTING PIPE INTO THE LINEAR FEET UNIT PRICE FOR NEW PIPES. THE CONTRACTOR SHALL PROVIDE UNIT PRICE FOR AN ESTIMATED AMOUNT OF CUTS AND PLUGS TO EXISTING WATER PIPE, AND IT SHALL BE INCLUDED IN THE PROJECT'S WATER UTILITY BID ITEM. THE EXISTING PIPES CUT AND PLUG LOCATIONS SHALL BE COORDINATED WITH FULTON COUNTY PROJECT MANAGER PRIOR TO PERFORMING THE WORK.
4. SERVICE TIE-INS FOR COMMERCIAL SITES & SUBDIVISION MAINS MAY BE PERFORMED AT NIGHT AND SHALL BE COORDINATED WITH FULTON COUNTY PROJECT MANAGER.
5. CONTRACTOR IS RESPONSIBLE TO NOTIFY WATER CUSTOMERS AND PUBLIC SEVEN (7) DAYS PRIOR TO WATER SERVICE DISRUPTION, DUE TO PROJECT ACTIVITIES (I.E. WATER MAIN SHUT-OFF, ISOLATION AND SERVICE TIE-IN), IN ACCORDANCE WITH FULTON COUNTY STANDARD.
6. CONTRACTOR SHALL RAISE ALL EXISTING AND NEWLY INSTALLED WATER VALVE BOXES, EXISTING AND NEWLY INSTALLED SANITARY SEWER MANHOLES, EXISTING AND NEWLY INSTALLED WATER METERS TO PROJECT'S FINISH GRADE, INCLUDING ALL EXISTING AND NEWLY INSTALLED FIRE HYDRANTS WITHIN THE PROJECT LIMITS, AS REQUIRED BY FULTON COUNTY STANDARDS AND SPECIFICATIONS.
7. CONTRACTOR SHALL RAISE EXISTING VALVE BOXES AS REQUIRED. IF VALVE BOX BECOMES DEEPER THAN 6', CONTRACTOR SHALL INSTALL STEM EXTENSION (AT NO ADDITIONAL COST) PER FULTON COUNTY STANDARDS AND SPECIFICATIONS.
8. THE CONTRACTOR IS RESPONSIBLE TO PROTECT EXISTING WATER MAINS, VAULTS AND APPURTENANCES DURING PROJECT STAGING, PRIOR TO THE PROJECT START-UP, AND WHILE ROAD WORK CONSTRUCTION ACTIVITIES ARE IN PROGRESS.

WATER/SEWER DISTRIBUTION NOTES

1. ALL WORK ACTIVITIES AND MATERIALS SHALL CONFORM TO CURRENT FULTON COUNTY STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY FULTON COUNTY PUBLIC WORKS DEPARTMENT WATER AND SEWER DIVISION TWENTY FOUR (24) HOURS PRIOR TO THE START OF WATER LINE CONSTRUCTION ACTIVITIES.
3. THE CONSTRUCTOR SHALL CONTACT GEORGIA UTILITIES PROTECTION ENTER AT (811), BEFORE INITIATING ANY EXCAVATION. CALL BEFORE YOU DIG.
4. WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF FOUR (4) FEET BELOW THE GROUND SURFACE OF FINISH GRADE, AND MINIMUM OF FIVE (5) FEET BELOW THE ROADWAY PAVEMENT SURFACE.
- ALL SHORT SIDE WATER SERVICE CONNECTIONS SHALL BE ONE (1) INCH DIAMETER COPPER.
- ALL LONG SIDE WATER SERVICE CONNECTIONS SHALL BE ONE (1) INCH DIAMETER COPPER.
- WATER METERS ARE TO BE RELOCATED AT THE OUTER LIMITS OF THE PERMANENT EASEMENT OR JUST OUTSIDE OF THE ROW ON THE SHORT SIDE AND LONG SIDE OF THE WATERLINE.
- ALL FIRE HYDRANTS ARE TO BE 3-WAY 5-1/4"TYPE, OR AS APPROVED BY FULTON COUNTY PUBLIC WORKS WATER SERVICE DIVISION.
- CONCRETE VALVE MARKERS ARE TO BE INSTALLED AT ALL WATER VALVES, EXCEPT AT FIRE HYDRANTS PER FULTON COUNTY STANDARDS.
- CONCRETE BLOCKING SHALL BE PLACED AT ALL BENDS, TEES, FITTINGS AND PLUGS. COST OF CONCRETE FOR THURST BLOCKS AND ANCHORS (COST SHALL BE INCLUDED IN THE BID PRICE FOR THE PIPE) SHALL BE PAID VIA LINE ITEM 500-3101 (CLASS A CONCRETE).
- THE CONTRACTOR SHALL INSTALL 300 PSI CURB STOPS AND CORPS STOPS AS REQUIRED PER FULTON COUNTY SPECIFICATIONS AND STANDARDS.
- ALL TAPS SHALL BE DIRECT TAPS, OR AS APPROVED BY FULTON COUNTY PUBLIC WORKS, WATER SERVICE DIVISION.
- WATER LINE SYSTEMS SHALL BE PRESSURE AND BACTERIA TESTED, BY THE CONTRATOR, PER FULTON COUNTY PUBLIC WORKS, WATER SPECIFICATIONS AND PAID FOR BY THE CONTRACTOR.
- ALL INSTALLED WATER LINE SYSTEMS WILL NOT BE ACCEPTED BY THE FULTON COUNTY, PUBLIC WORKS, WATER SERVICES DIVISION, AND PROJECT MANAGER, UNLESS THE PROJECT'S WATER LINE AS-BUILT DRAWINGS ARE UPDATED, COMPLETED, AND ARE SUBMITTED, BY THE CONTRACTOR TO THE COUNTY PROJECT MANAGER FOR REVIEW AND APPROVAL. THE COUNTY REVIEW AND APPROVAL PROCESS SHALL INCLUDE ONSITE INSPECTION WALK THROUGH, WITH COUNTY AND CONTRACTOR STAFF, AND THE CONTRACTOR IS REQUIRED TO FURNISH A COPY OF THE SUBMITTED AS-BUILT WATER LINE DRAWINGS ON SITE (SEE SP 670).
- THE CONTRACTOR SHALL NOTIFY FULTON COUNTY PUBLIC WORKS PROJECT MANAGER OF ANY DESCRIPENCIES PRIOR TO CONSTRUCTION START, DUE TO THE PROJECT'S SITE CURRENT CONDITION.
- THE CONTRACTOR SHALL RESTRAIN THE CONNECTIONS AT ALL PIPE BENDS FOR PIPES OVER 18 INCHES.
- ALL TEST ASSOCIATED WITH WATERLINE AND SANITARY SEWER LINE INSTALLATION SHALL BE PAID FOR BY THE CONTRACTOR, INCLUDING SOIL COMPACTION.
- BEFORE, DURING AND AFTER CONSTRUCTION, BMP SHALL BE MAINTAINED AS PER GDOT/FC SPECIFICATIONS.
- NO EXTRA PAYMENT SHALL BE MADE FOR ROAD SAW-CUT, ASPHALT REMOVING, GRADING & TRAFFIC CONTROL. ALL ABOVE SHALL BE CONSIDERED LINE ITEMS FOR WATERLINE INSTALLATION. FULTON COUNTY PROJECT MANAGER TO OVERSEE THE INSTALLATION OF PROPOSED WATERLINE.
- CONTRACTOR TO INSTALL CONCRETE SHOCK COLLAR 2'X2'X12" AROUND ALL FIRE HYDRANTS, AS A PART OF THE TYPICAL FIRE HYDRANT DETAIL.
- THE EXISTING WATERLINE HORIZONTAL LOCATION AND ALIGNMENT SHOWN ON PROJECT DRAWINGS ARE, AS PER COUNTY GIS AND MAY NOT REFLECT CURRENT SITE CONDITIONS. THEREFORE, PRIOR TO START OF PROPOSED WATERLINE INSTALLATION, CONTRACTOR SHALL FIELD LOCATE (I.E. POT HOLE) TO VERIFY EXISTING WATERLINE DEPTH, AND HORIZONTAL ALIGNMENT.
- THE CONTRACTOR SHALL INCLUDE IN THEIR SUBMITTED BID DOCUMENTS, A BID ITEM WITH ITS UNIT COST, AND ESTIMATED QUANTITY/HOURS, FOR EXISTING WATERLINE FIELD VERIFICATION, COORDINATION AND LOCATION (SEE NOTE 21).

WATER/SEWER DISTRIBUTION NOTES CONT.

23. ALL INSTALLED VALVES SHALL BE GATE VALVE, EXCEPT AS PRESCRIBED ON PROJECT'S APPROVED DRAWINGS, BY FCPW DEPARTMENT, WATER SERVICE DIVISION.
24. THE CONTRACTOR SHALL RELOCATE EXISTING WATER METERS, WATER VAULTS AND ALL INTERNAL EQUIPMENT, AND COMPONENTS, PER FULTON COUNTY STANDARDS AND SPECIFICATIONS.
25. THE CONSTRUCTOR IS RESPONSIBLE TO COORDINATE THE PROPOSED WATER LINE INSTALLATION AND STORM WATER CONSTRUCTION TO AVOID POTENTIAL CONFLICTS.
26. RELOCATE EXISTING BACKFLOW PREVENTER, VAULT, METER, VALVES, AND ALL INTERNAL EQUIPMENT AND COMPONENTS PER FULTON COUNTY SPECIFICATIONS AND STANDARDS.
27. CONTRACTOR WILL COORDINATE WATERLINE CONSTRUCTION AND STORM DRAINAGE CONSTRUCTION TO AVOID CONFLICTS.
28. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED ENTIRELY IN PREFABRICATED, 8MIL POLYETHYLENE SLEEVES, WHICH SHALL BE SLIPPED OVER THE PIPE DURING INSTALLATION, OVERLAPPED WHERE NECESSARY, AND SECURED WITH DETECTOR TAPE ALONG THE PIPE.
29. ADDITIONAL NOTES ARE PROVIDED ON THE DRAWINGS.

Fulton County Emergency Contact Numbers:

WATER

24 Hour Contact Phone Number

(770)640-3040

SEWER

24 Hour Contact Phone Number

(404)713-3217

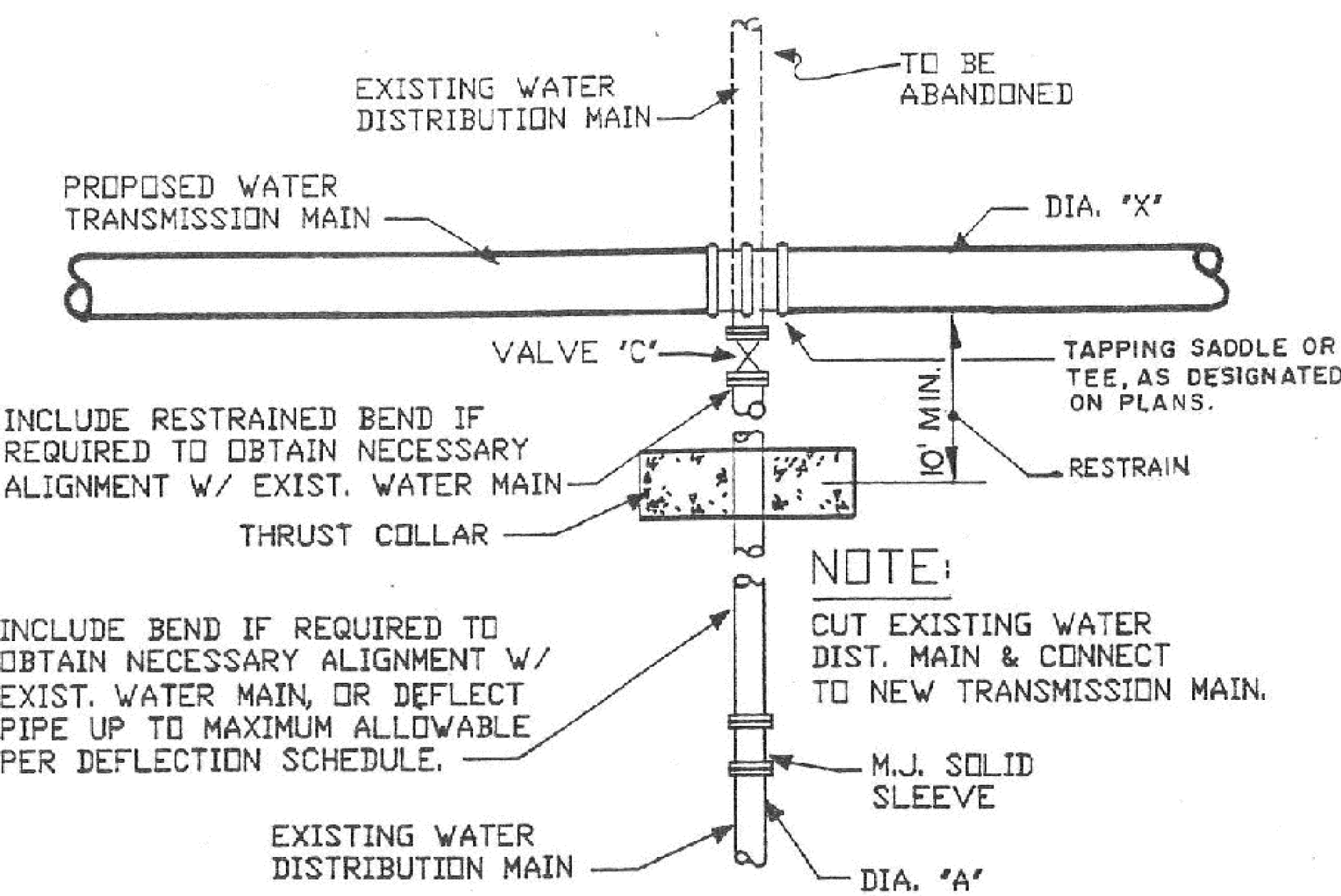


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44-000A

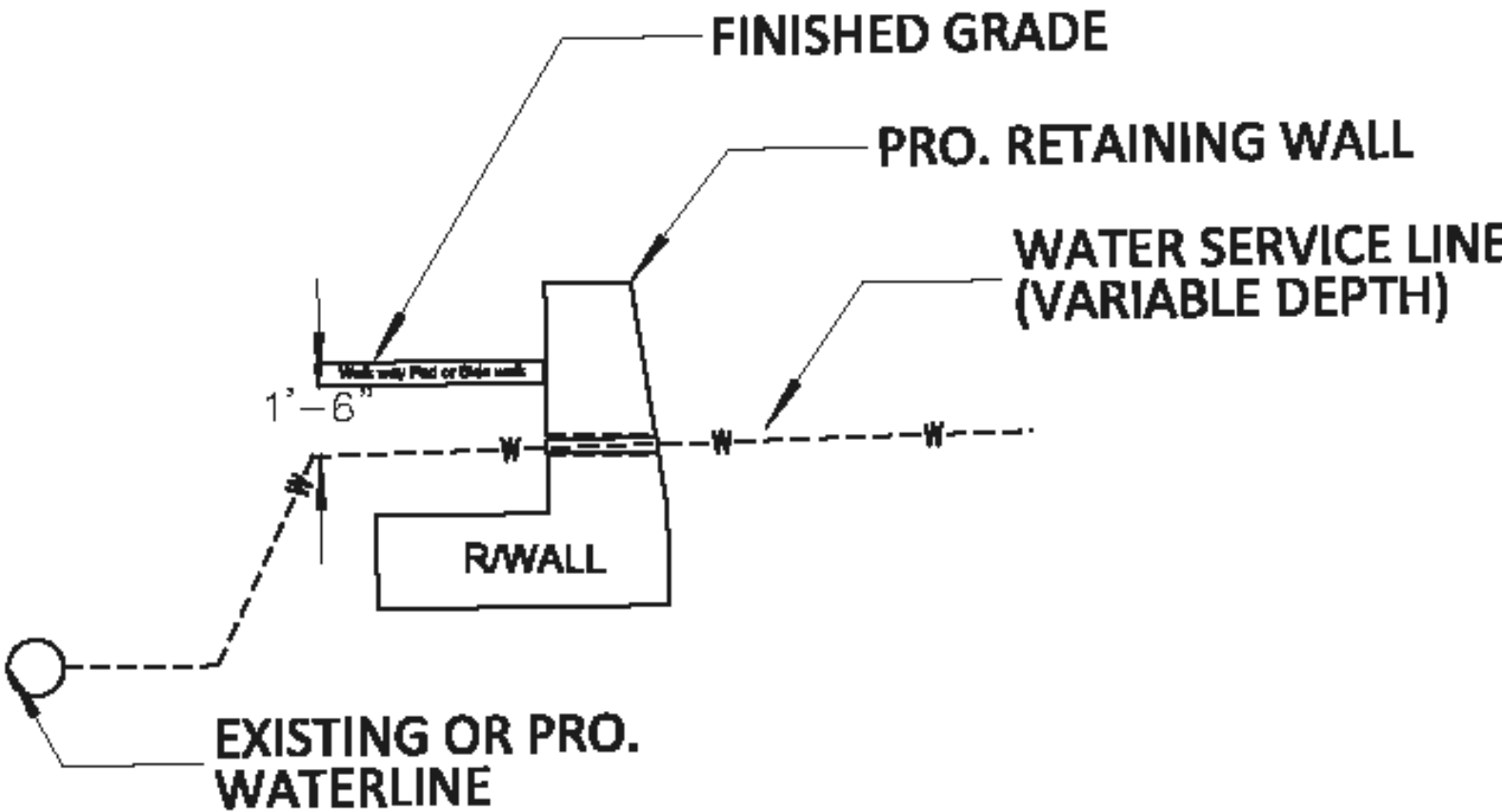
FULTON COUNTY PUBLIC WORKS

STANDARD DETAILS

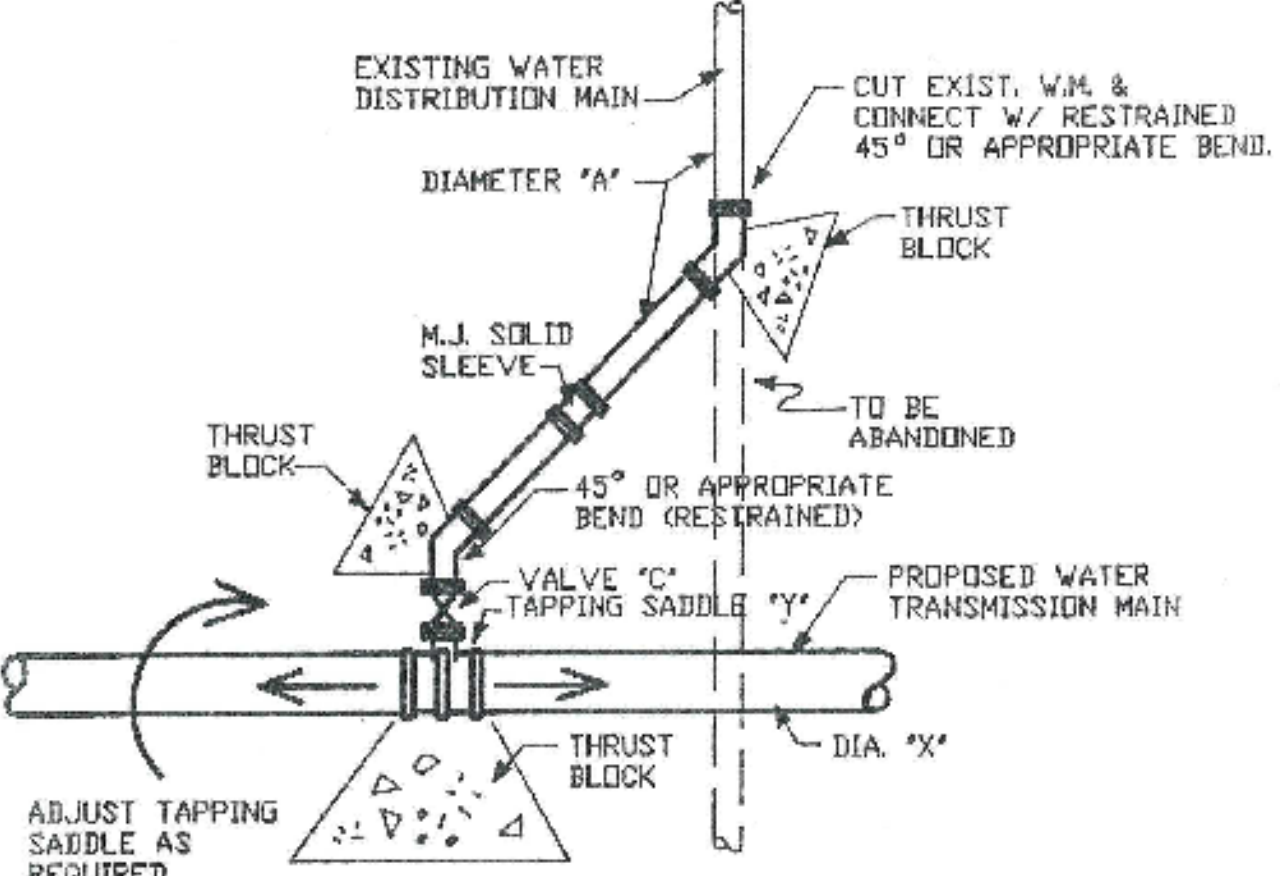


CONNECTION TO EXISTING WATER MAIN

TYPE D



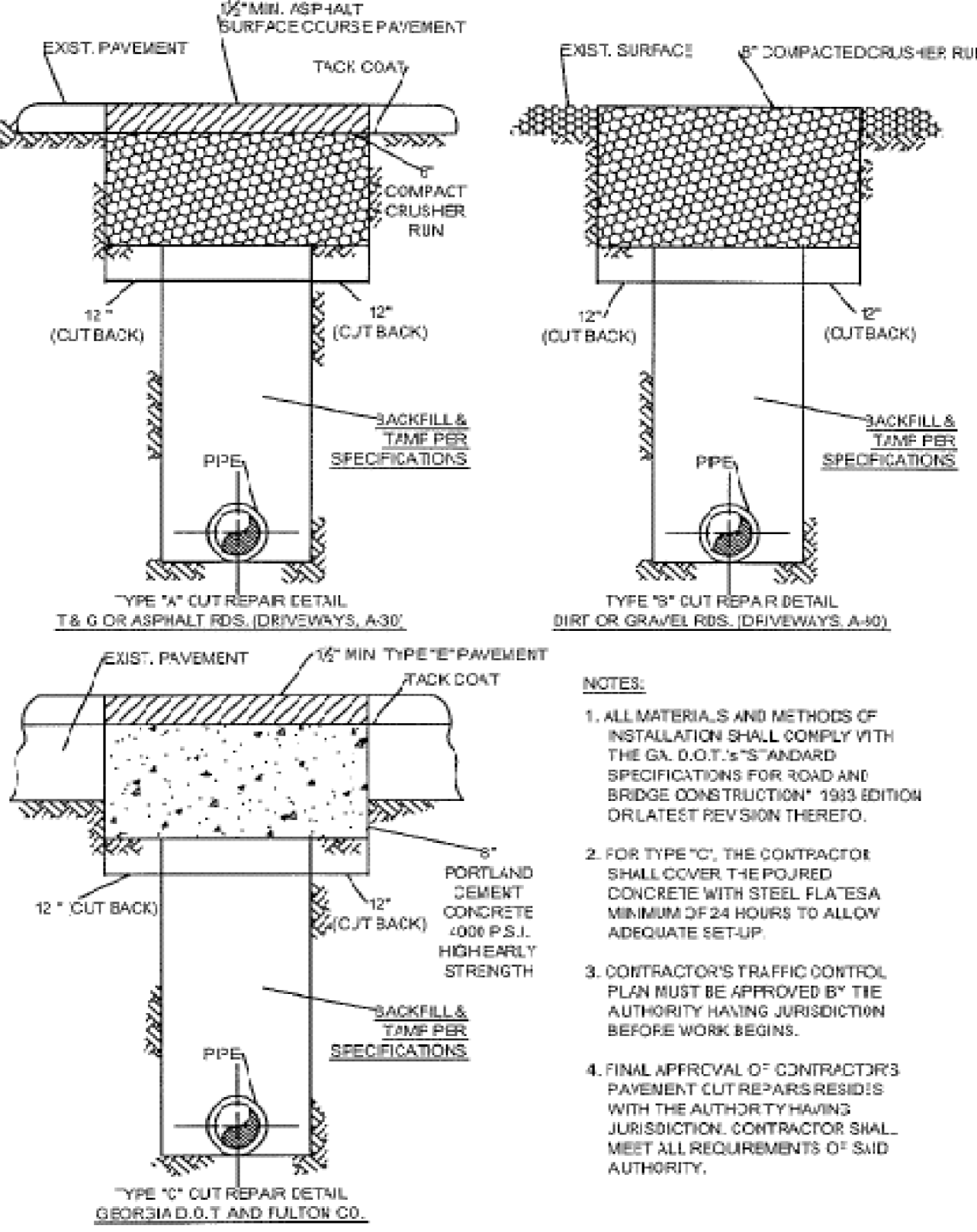
WATER SERVICE LINE FOR R/WALL DETAILS



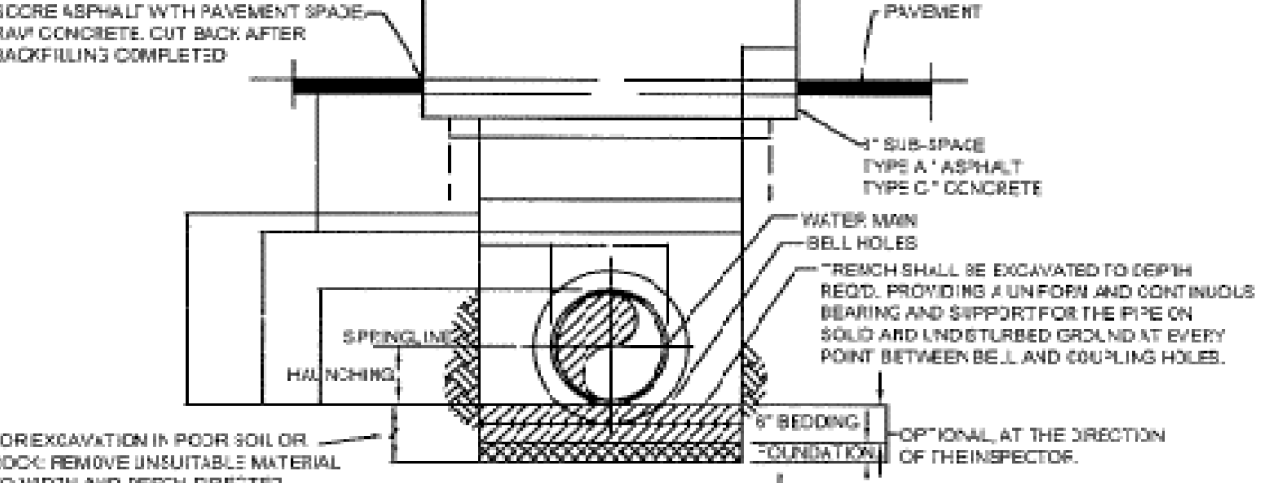
CONNECTION TO EXISTING WATER MAIN

TYPE C

N.T.S.



- NOTES:
1. ALL MATERIALS AND METHODS OF INSTALLATION SHALL COMPLY WITH THE GA. D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1993 EDITION OR LATEST REVISION THEREOF.
 2. FOR TYPE 'C', THE CONTRACTOR SHALL COVER THE REPAIRED CONCRETE WITH STEEL PLATES MINIMUM OF 24 HOURS TO ALLOW ADEQUATE SET-UP.
 3. CONTRACTOR'S TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION BEFORE WORK BEGINS.
 4. FINAL APPROVAL OF CONTRACTOR'S PAVEMENT CUT REPAIRS RESIDES WITH THE AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL MEET ALL REQUIREMENTS OF SAID AUTHORITY.



ALLOWABLE TRENCH WIDTHS

PIPE SIZE (NOM)	A SIDE CLEARANCE INCH		B DITCH WIDTH INCH			C SHORING WIDTH (ADDITIONAL INCH)		D CJT REPAIR W.D.T.H FEET			
	SOIL		ROCK					SOIL			
			MJ	SJ	MJ			MJ	SJ	MJ	SJ
3/4" - 2"	2	6	NA	8	NA	14	AS APPROVED	NA	3.00	NA	3.17
4"	9	12	25	23	27	23	AS APPROVED	4.08	3.92	4.25	4.06
6"	9	12	28	28	30	30	AS APPROVED	4.33	4.33	4.50	4.50
8"	9	12	32	30	34	32	AS APPROVED	4.67	4.50	4.63	4.67
10"	9	12	34	32	36	34	AS APPROVED	4.83	4.67	5.00	4.83
12"	9	12	36	34	36	36	AS APPROVED	5.00	4.83	5.17	5.00
14"	9	14	39	36	41	38	AS APPROVED	5.23	5.00	5.42	5.17
16"	9	14	42	38	44	40	AS APPROVED	5.50	5.17	5.57	5.33
20"	9	14	45	44	47	46	AS APPROVED	5.75	5.67	5.92	5.63
24"	9	14	50	48	52	50	AS APPROVED	6.17	6.00	6.33	6.17
30"	9	18	58	54	60	56	AS APPROVED	6.83	6.50	7.00	6.67
36"	9	18	64	61	66	63	AS APPROVED	7.33	7.08	7.50	7.25
42"	9	18	72	64	74	66	AS APPROVED	8.00	7.33	8.17	7.50
48"	9	18	78	73	80	76	AS APPROVED	8.50	8.08	9.34	8.25

ALLOWABLE TRENCH WIDTHS

FULTON COUNTY STANDARD DETAIL 109
PAVEMENT CUT REPAIRS
TYPE A, B & C

DATE	REVISIONS	DATE	REVISIONS

DOS/DRN/CHKD: CMS
APPROVED: REV
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0468

DRAWING NO.
109

FULTON COUNTY STANDARD DETAIL 103
ALLOWABLE TRENCH WIDTHS

DATE	REVISIONS	DATE	REVISIONS

DOS/DRN/CHKD: CMS
APPROVED: REV
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0468

DRAWING NO.
103

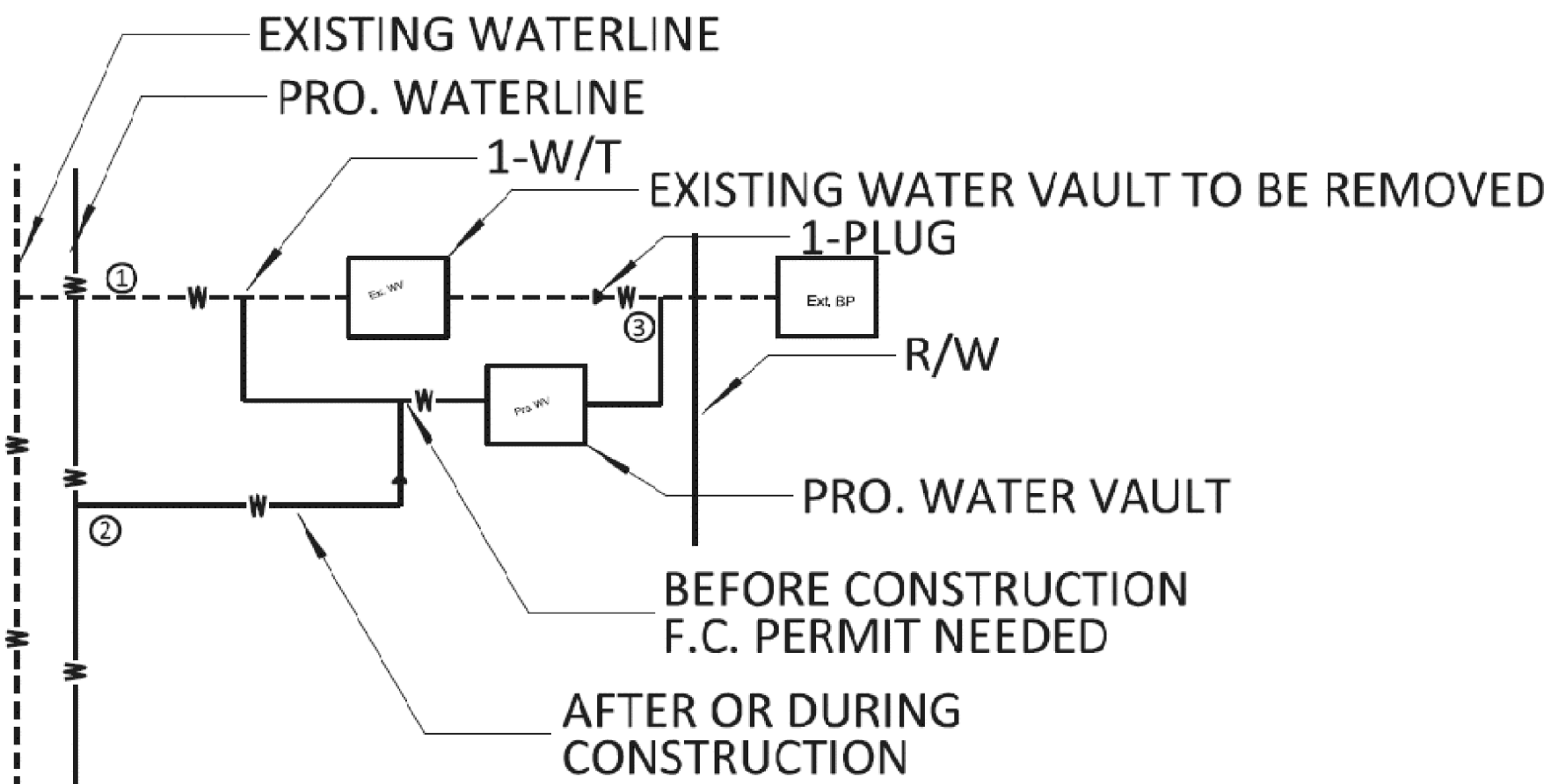


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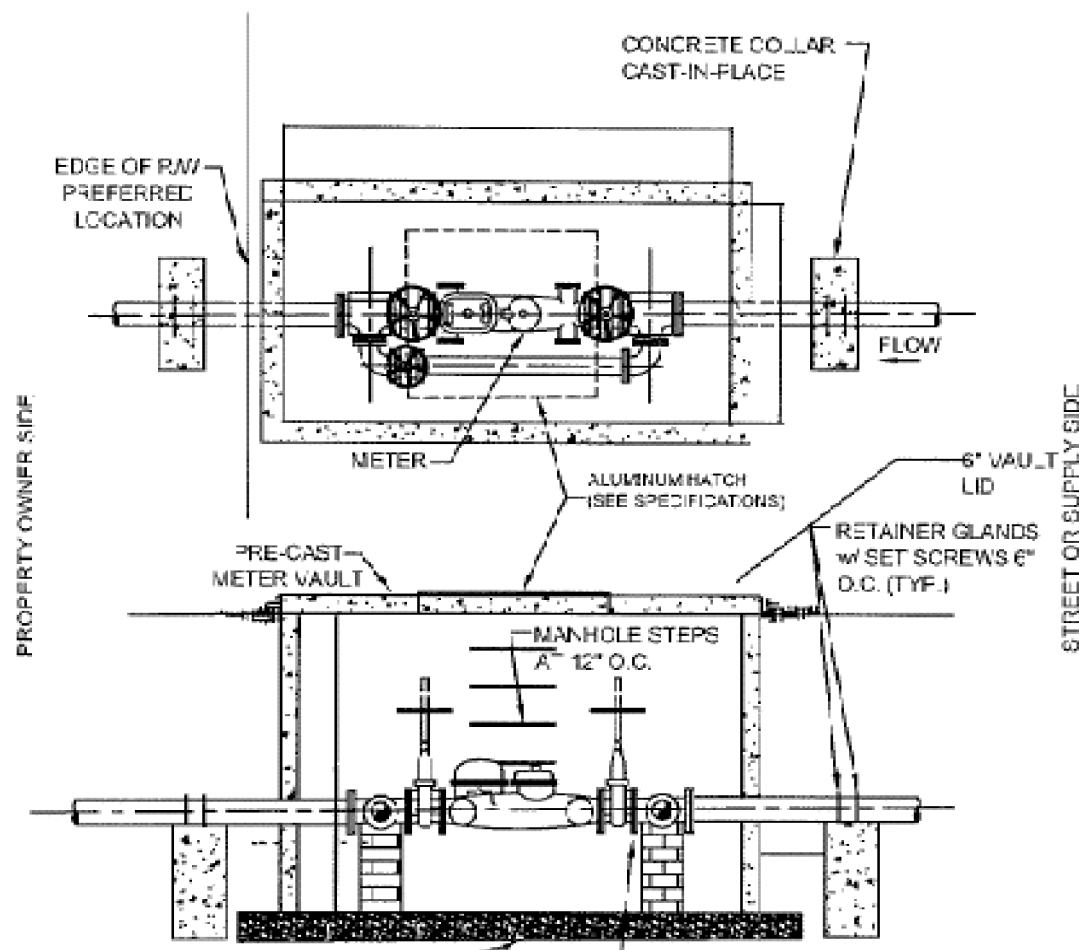
FULTON COUNTY PUBLIC WORKS

STANDARD DETAILS



SERVICE LINE FOR WATER VAULT DETAILS

NOTE:
1. TO USE EXISTING WATER MAIN FOR TIE-IN.
2. TO USE THE PROPOSED WATER MAIN FOR TIE-IN.
3. SERVICE CONNECTION TO BE BEFORE BACKFLOW PREVENTER.



NOTES:
1. BOXES EXCEEDING 9\"/>

METER SIZE	VAULT L	VAULT W	VAULT D	HATCH SIZE
3"	3'	9"	6"	36" X 36"
4"	4'	9"	6"	36" X 36"
6"	12'	6'	6"	4' X 6'
8"	12'	6'	6"	4' X 3'

FULTON COUNTY STANDARD DETAIL 805
LARGE METERS AND VAULT

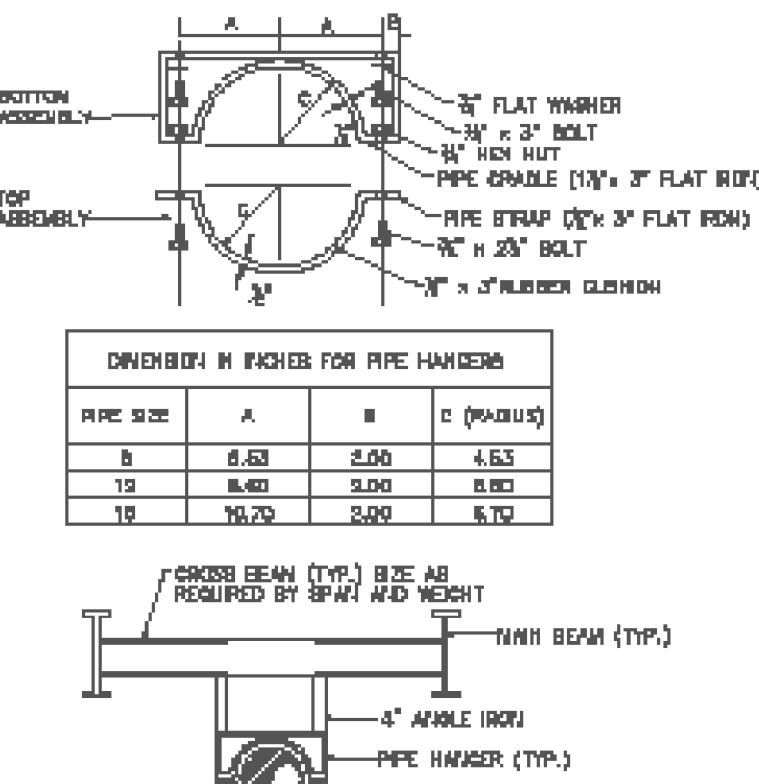
DATE	REVISIONS	DATE	REVISIONS

DESIGNED BY: JMS
APPROVED BY: RWM
DATE: 12-2-05

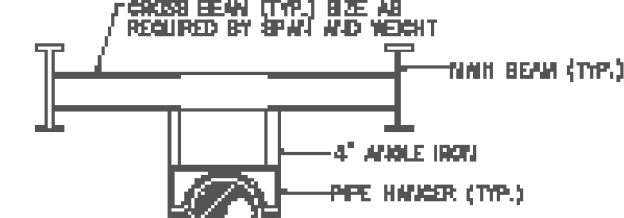


FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA 30303
404-730-7400 FAX 404-224-0488

DRAWING NO.
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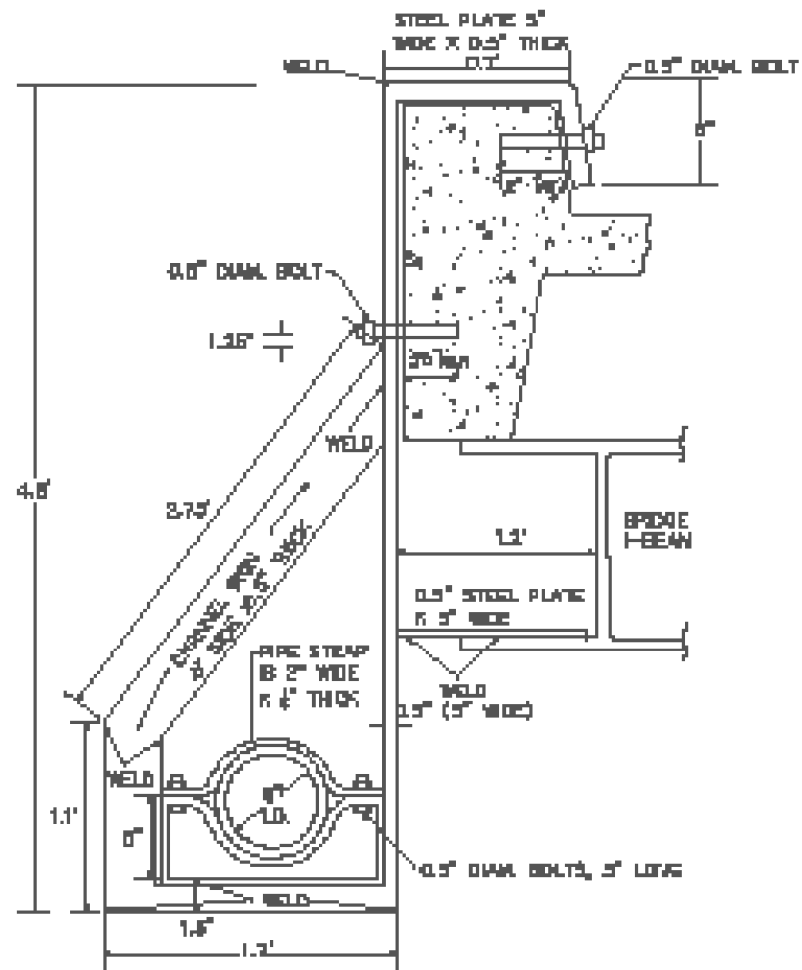


PIPE SIZE	A	B	C (MAXIMUM)
8	8.63	2.00	4.63
12	8.60	2.00	8.80
18	10.70	2.00	6.70

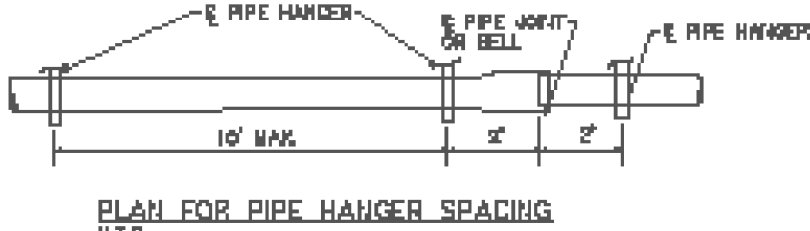


TYPICAL WATER MAIN SUPPORT DETAILS

NOTES:
1. PRIMER SHALL BE NO. 1-A ORANGE PRIMER AND CONFORM TO GEORGIA D.O.T. ARTICLE 600.02 PRIMER SHALL BE APPLIED TO A MINIMUM THICKNESS OF 4 MILS.
2. PAINT SHALL BE RD. 3-A GELCO BRUSHING ROLLER, UNLESS TYPE AND DENSITY TO GEORGIA D.O.T. ARTICLE 600.02. PAINT SHALL BE APPLIED TO A MINIMUM THICKNESS OF 10 MILS. FOR SOME INSTALLATIONS.
3. TWO BOTTOM ANCHORS PER JOINT. TWO FEET FROM JOINT.
4. DESIGN SUPPORT DETAILS FOR WATER MAIN LARGER THAN 18\"/>



NOTES:
1. PROVIDE TWO SUPPORTS PER JOINT, TWO FEET FROM JOINT.
2. EXPOSED SHALL DESIGN SUPPORT DETAILS FOR WATER MAINS LARGER THAN 18\"/>



PLAN FOR PIPE HANGER SPACING

FULTON COUNTY STANDARD DETAIL 118
TYPICAL PIPE HANGER AND SUPPORT DETAILS

DATE	REVISIONS	DATE	REVISIONS

DESIGNED BY: JMS
APPROVED BY: RWM
DATE: 12-2-05



FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA 30303
404-730-7400 FAX 404-224-0488

DRAWING NO.
118



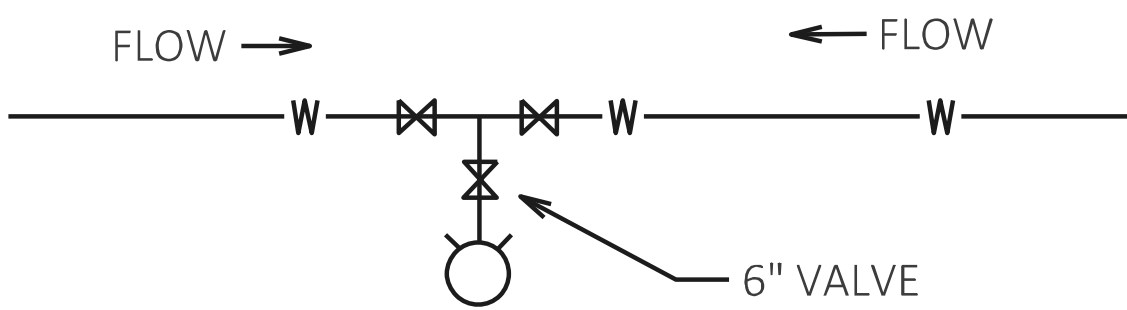
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44-000C

07/31/2015
08/03/2016
08/03/2016
08/03/2016
08/03/2016

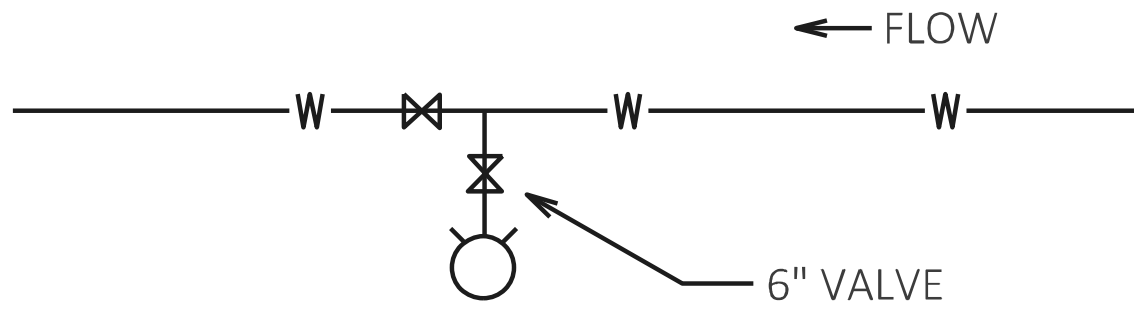
07/31/2015
08/03/2016
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08/03/2016



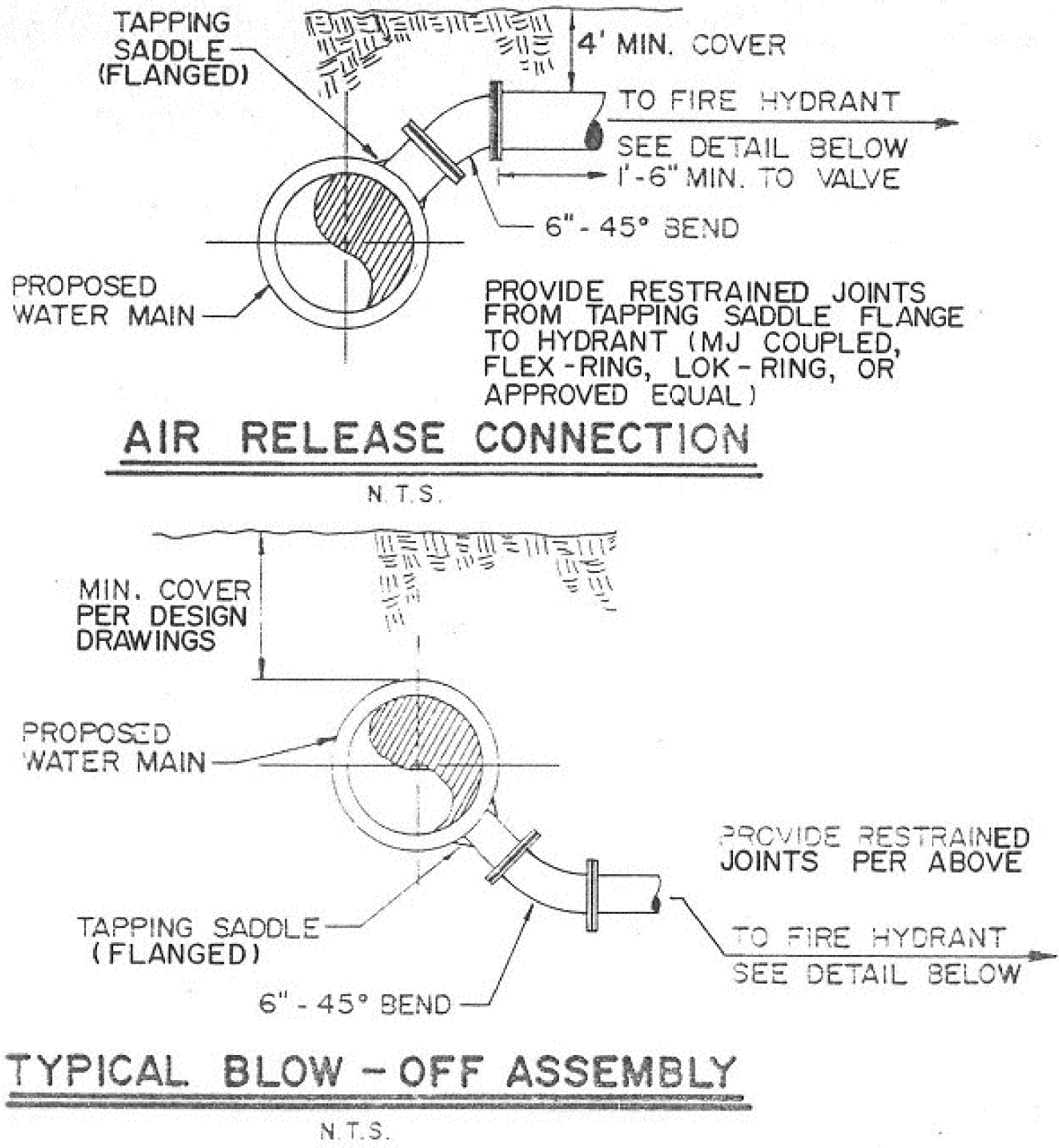
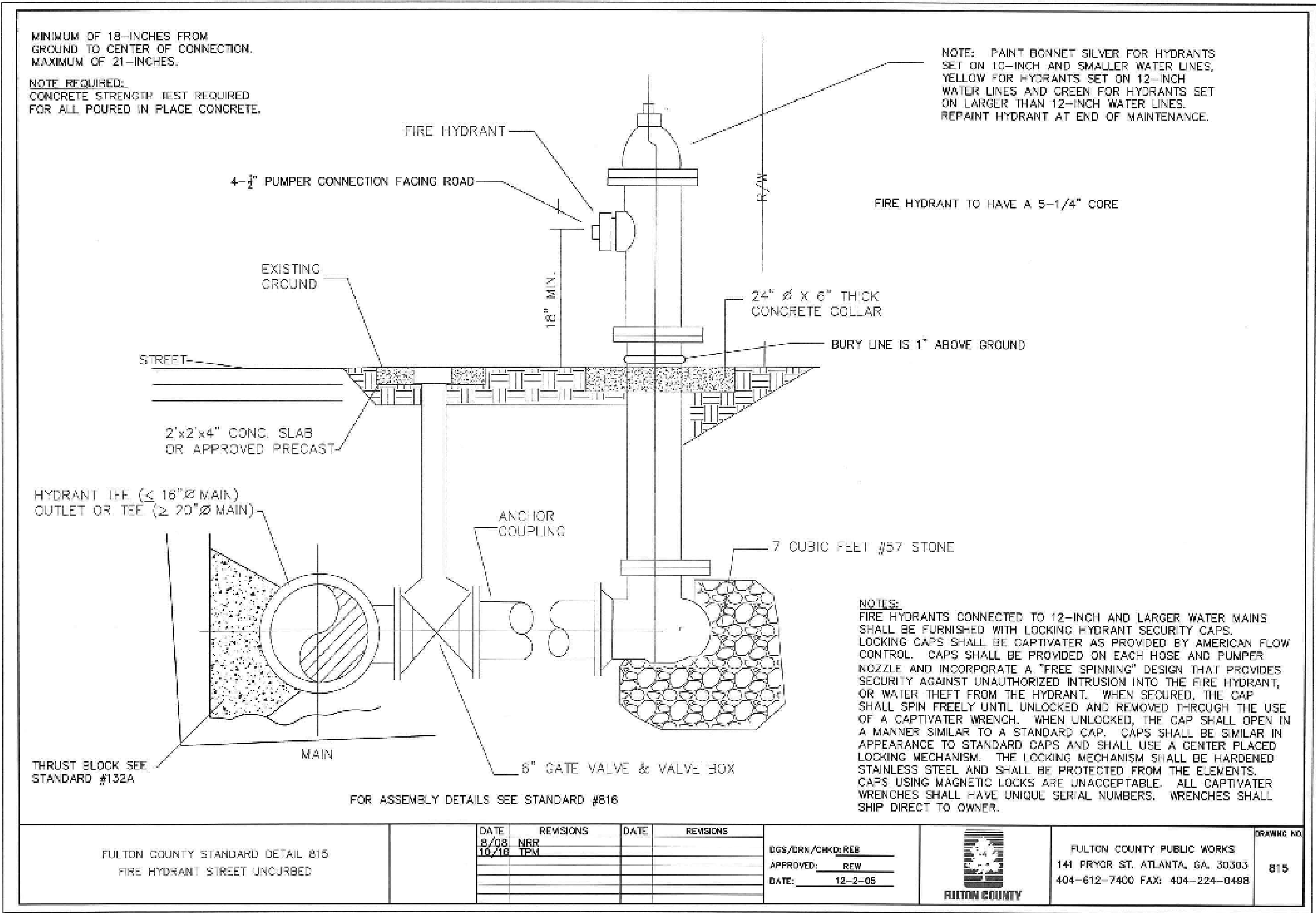
FH INSTALL W/ 2 WAY FEED
(NTS)

Double Directional Flow:
See Fulton County Utility Note 5 - Newly installed/proposed
waterline at alternating FH locations; no additional cost.



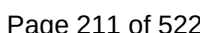
FH INSTALL W/ 1 WAY FEED
(NTS)

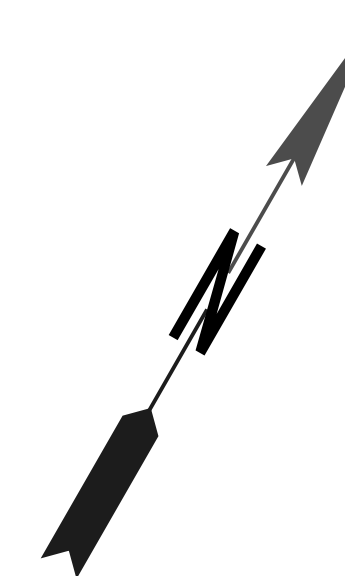
Single Directional Flow:
See Fulton County Utility Note 5 - Newly installed/proposed
waterline at alternating FH locations; no additional cost.



Note:
Alternate Air Release / Blow -Off
connection(s) to be approved by
County Project Manager (PM).







STA. 113+36 -
GPC 65'-2
MGNV=YES
NEUT=29'6"
ST LT=24'11"
CATV=23'9"
AT&T=21'8"
9' BOC

ADJUST TO GRADE

AT&T STRAND (FOC)
ARE RESTING ON
TRAFFIC ARM @ 24'5"

-AT-3492MT-288
SR-5B92MT-216
SR-5B92MR-288
(TYP)

- STA. 111+38
GPC 65'-2
MGNV=YES
NEUT=25'5"
NEUT=24'9"
ST LT=20'8"
CATV=19'7"
CATV=19'5"
AT&T=18'5"
6' ROC

— STA. 115+56
GPC NPI
MGNV=YES
NEUT=29'6"
CATV=25'6"
AT&T=24'5"
18' BOC

YI
TOP=1065.81
IN(A)=1062.1
IN(B)=1059.0
OUT=1058.95

STMH
TOP=1071.83
IN=1063.65
OUT=1067.37

WOODS LINE
(B)

SWCB
TOP=10
IN=106
OUT=10

YI
TOP=1063.0
IN=1055.80
OUT=1055.6

STMH
TOP=106
IN=1054
OUT=10

3	7	8	3
---	---	---	---

SWCB
TOP=10

OUT=10

MATCH LINE STA. 111+00.00
SHEET 44-0001

MATCH LINE STA. 116+50.00
SEE SHEET 44-0000

- STA. 111+27
GPC 45'-3
MGNV=NO
PWR OHG=36'10"
CATV OHG=26'7"
AT&T OHG=25'8"
16' BOC

O.C.S
TOP=1074.40
NOTCH=1067.
OUT=1066.01

(4) ST
TO
IN(

IN(

OU

BHAG-150 ABANDONED
 T T T T T
 KGAW-314 ABANDONED

EXISTING:
4" PLASTIC GAS MAIN
NOP: 60 PSIG

ROADWAY CONST. LIMITS
CURB TO CURB
MILL AND OVERLAY

INTERMITTENT STREAM

FULTON COUNTY BOARD OF EDUCATION
TAX ID: 22 551012440200
DB 30026, PG 193

PROPERTY AND EXISTING R/W LINE -----P-----
 REQUIRED R/W LINE -----
 CONSTRUCTION LIMITS -----G-----F-----
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS _____
REQ'D R/W & LIMIT OF ACCESS _____

TREE PROTECTION / LIMITS OF
DISTURBANCE FENCING

[illegible]

CITY OF ALPHARETTA

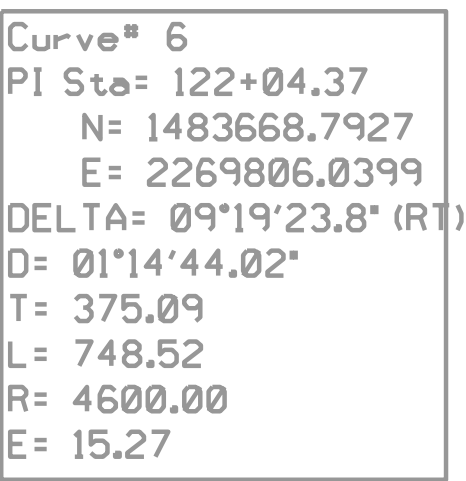
OFFICE: PUBLIC WORKS

UTILITY PLANS

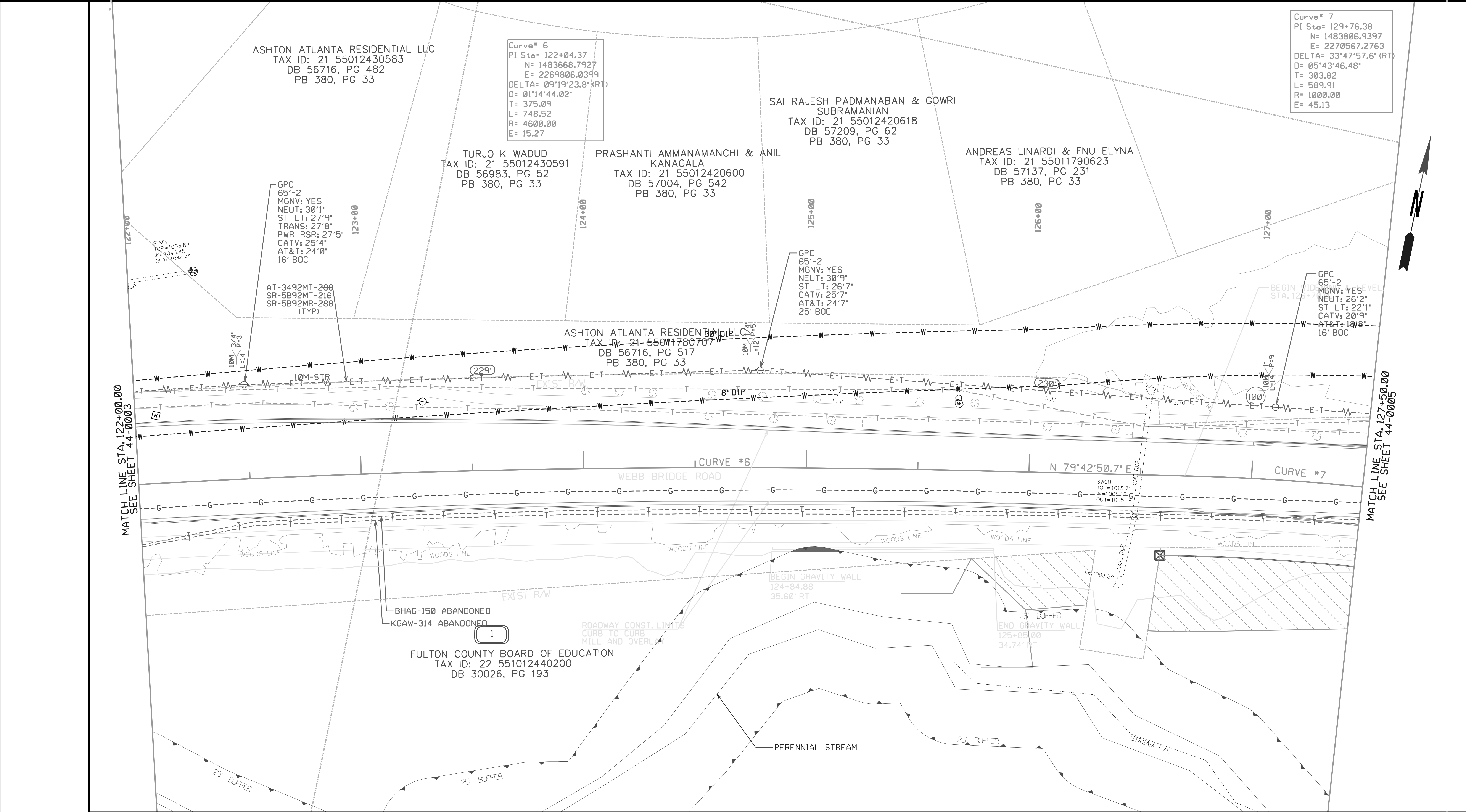
WEBB BRIDGE ROAD EAST OF
NORTH POINT PARKWAY TO BIG
CREEK GREENWAY

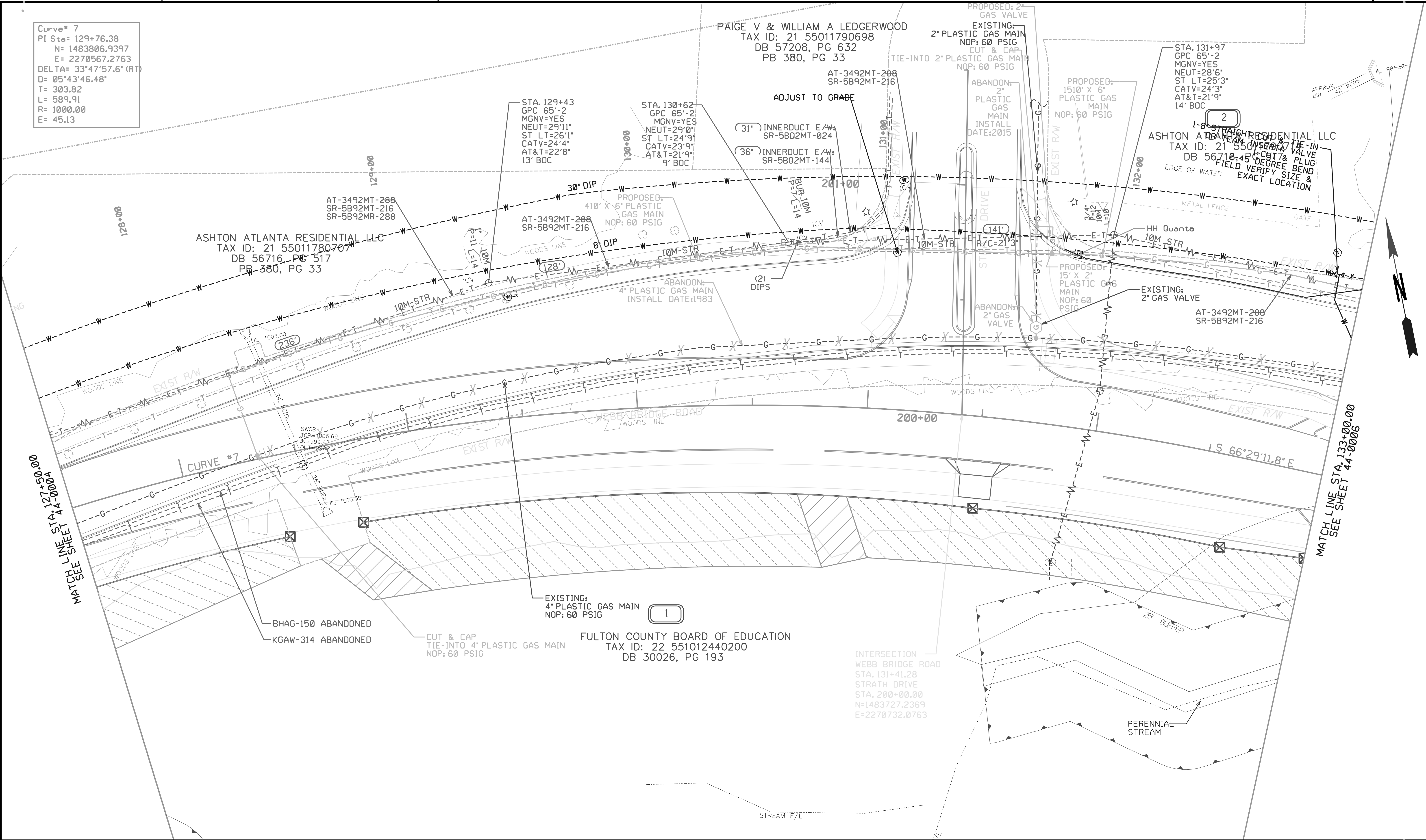
DRAWING No.

44-00002



				CITY OF ALPHARETTA
				OFFICE: PUBLIC WORKS
				UTILITY PLANS
				WEBB BRIDGE ROAD EAST OF NORTH POINT PARKWAY TO BIG CREEK GREENWAY
				DRAWING No. 44-0003





Curve# 7
PI Sta= 129+76.38
N= 1483806.9397
E= 2270567.2763
DELTA= 33°47'57.6" (RT)
D= 05°43'46.48"
T= 303.82
L= 589.91
R= 1000.00
E= 45.13

ASHTON ATLANTA RESIDENTIAL LLC
TAX ID: 21 5501178070
DB 56716, PG 317
PB 380, PG 33

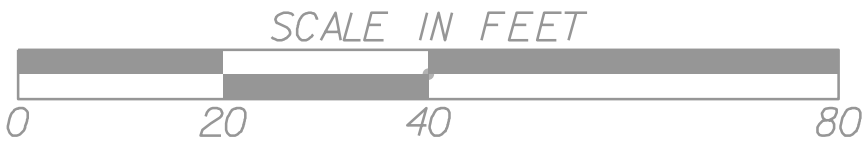
PAIGE V & WILLIAM A LEDGERWOOD
TAX ID: 21 55011790698
DB 57208, PG 632
PB 380, PG 33

ASHTON ATLANTA RESIDENTIAL LLC
TAX ID: 21 5501178070
DB 56716, PG 317
PB 380, PG 33

FULTON COUNTY BOARD OF EDUCATION
TAX ID: 22 551012440200
DB 30026, PG 193

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
TREE PROTECTION / LIMITS OF
DISTURBANCE FENCING

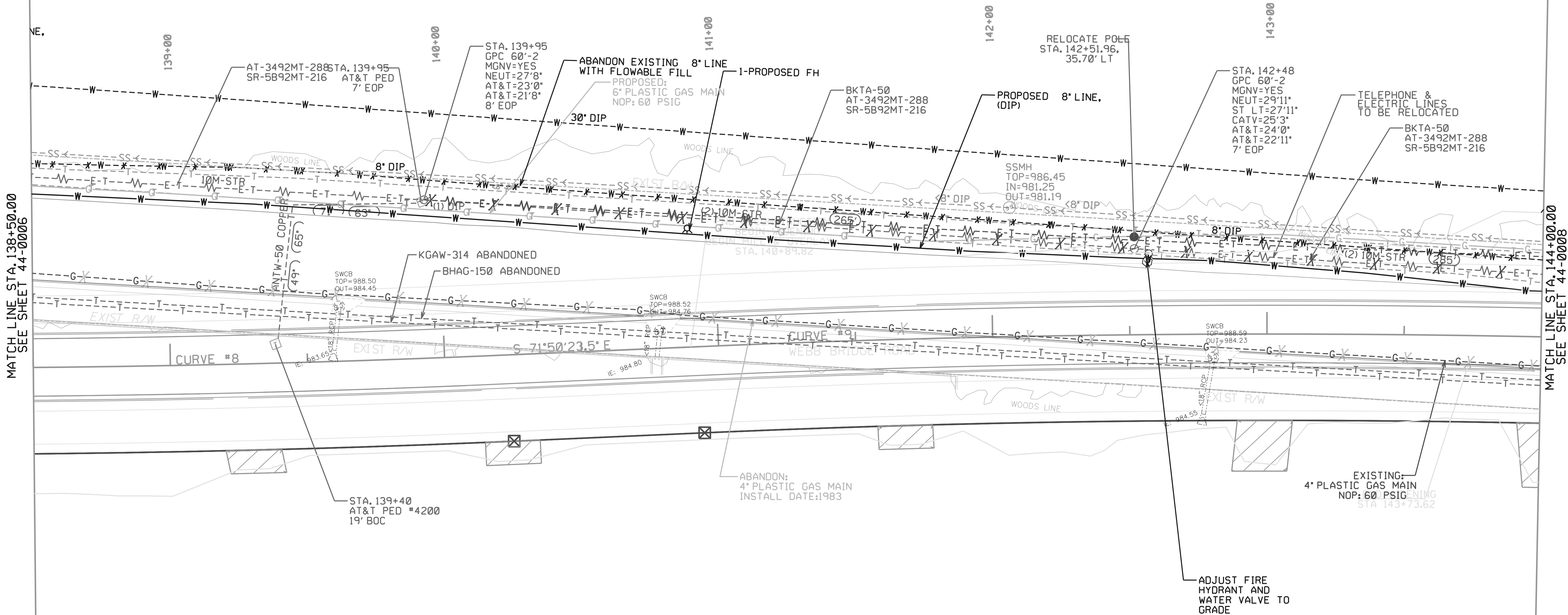
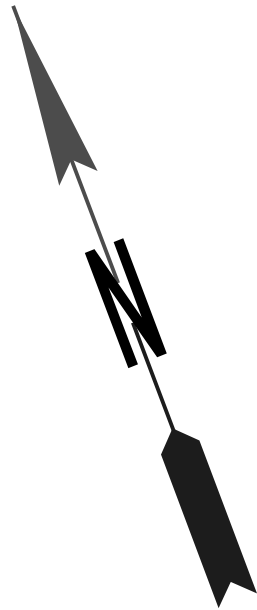


REVISION DATES			CITY OF ALPHARETTA	
			OFFICE: PUBLIC WORKS	
			UTILITY PLANS	
			WEBB BRIDGE ROAD EAST OF NORTH POINT PARKWAY TO BIG CREEK GREENWAY	
			DRAWING No. 44-0005	

Curve# 8
PI Sta= 137+90.65
N= 1483475.0036
E= 2271330.1893
DELTA= 05°21'11.7" (LT)
D= 01°08'45.30"
T= 233.75
L= 467.16
R= 5000.00
E= 5.46

CITY OF ALPHARETTA
TAX ID: 21 555012410246
DB 26462, PG 29

Curve# 9
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E= 2271852.2104
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E= 6.37

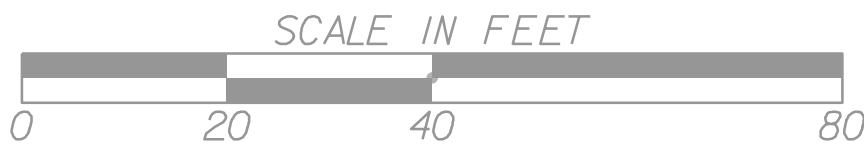


3

CITY OF ALPHARETTA
TAX ID: 21 555012410253
DB N/A, PG N/A

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
TREE PROTECTION / LIMITS OF
DISTURBANCE FENCING



REVISION DATES

CITY OF ALPHARETTA

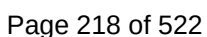
OFFICE: PUBLIC WORKS

UTILITY PLANS

WEBB BRIDGE ROAD EAST OF
NORTH POINT PARKWAY TO BIG
CREEK GREENWAY

DRAWING No.

44-0007



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

TREE PROTECTION / LIMITS OF DISTURBANCE FENCING

SCALE IN FEET

0

20

40

80

REVISION DATES

CITY OF ALPHARETTA

OFFICE: PUBLIC WORKS

UTILITY PLANS

WEBB BRIDGE ROAD EAST OF NORTH POINT PARKWAY TO BIG CREEK GREENWAY

DRAWING No.

44-0008

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF ALPHARETTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of the _____ day of _____, 2022, by and between **CITY OF ALPHARETTA, GEORGIA (“CITY”)**, a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA (“COUNTY”)**, a political subdivision of the State of Georgia. The term “Party” refers individually to either CITY or COUNTY and the term “Parties” refers to both CITY and COUNTY.

WHEREAS, CITY proposes to undertake a transportation project identified as “Webb Bridge Road from East of North Point Parkway to Big Creek Greenway Bridge Replacement and Roadway Improvements” (“**PROJECT**”) by contract through its competitive bidding procedures; and

WHEREAS, COUNTY has fire hydrant, water main, water meter, service lines, and valves (“**UTILITIES**”), as shown on construction plans for the PROJECT, which must be adjusted or relocated as a result of the PROJECT (“**UTILITIES RELOCATION**”); and

WHEREAS, COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES or for other reasons considers it advantageous to have the UTILITIES RELOCATION included in the PROJECT contract to be let to bid by the CITY; and

WHEREAS, the plans and specifications for the UTILITIES RELOCATION have been approved by both CITY and COUNTY and are attached hereto and incorporated herein as **Exhibit “A” (“PLANS”)**; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, COUNTY and CITY desire to enter into this IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for CITY performing the UTILITIES RELOCATION, COUNTY will reimburse the cost of the UTILITIES RELOCATION to CITY; and

WHEREAS, COUNTY and CITY have determined that this IGA serves the best interest of all Parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes

herein contained and provided for, COUNTY and CITY covenant, agree, and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary objective of this IGA is to promote a public purpose—specifically, the improvement of transportation and utility infrastructure.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding estimate of the total cost of the UTILITIES RELOCATION work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is **\$333,925.00 (Three Hundred Thirty-Three Thousand and Nine Hundred Twenty-Five Dollars)**. COUNTY shall pay to CITY 100% of the final cost of the UTILITIES RELOCATION work, as such cost is determined pursuant to the terms of this IGA, performed on behalf of COUNTY. It is agreed that the compensation specified includes both direct and indirect costs incurred in the performance of this IGA.
2. As soon as practicable after the opening of bids and acceptance of a bid by CITY, CITY shall notify COUNTY in writing of the cost amount due CITY. COUNTY shall promptly respond to CITY with either its acceptance of the amount payable by COUNTY for the UTILITIES RELOCATION or its reasonable determination that there is a material discrepancy or error in the calculation of the amount due CITY. The parties agree that if COUNTY has not responded to CITY's notice of the accepted bid contract amount within fourteen (14) days after COUNTY's receipt of such notice, COUNTY will be deemed to have accepted such amount and, therefore, CITY will proceed with the work necessary for the UTILITIES RELOCATION as provided herein.
3. CITY will provide COUNTY with monthly invoices in amounts equal to the amounts CITY has paid each month to the contractor performing the UTILITIES RELOCATION. COUNTY shall pay such invoices within thirty (30) days from receipt. Upon completion of the UTILITIES RELOCATION, CITY shall submit a final invoice to COUNTY as provided herein.
4. Subject to the provisions of Section X below, in the event there is a change in the PROJECT or it becomes necessary to add pay items that are not provided for in the contract, CITY shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. COUNTY shall bear 100 percent of the additional cost of the UTILITIES RELOCATION, including, without limitation, the cost of any improvements or betterments to the UTILITIES requested by COUNTY, as determined in accordance with this IGA.

5. The final cost of the UTILITIES RELOCATION work performed on behalf of COUNTY shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the UTILITIES RELOCATION has been completed, CITY shall determine the final cost to be borne by COUNTY and, as the case may be, shall refund to COUNTY or shall request of COUNTY an additional payment in the amount of the difference between the final cost to be borne by COUNTY and the amount which COUNTY has previously paid to CITY. In the event additional payment is due to CITY, COUNTY agrees to pay same within thirty (30) days after the invoice is received from CITY. In the event a refund is due COUNTY, CITY agrees to pay COUNTY within thirty (30) after the refund amount is determined by CITY.

III. OVERVIEW.

The work contemplated by this IGA consists of constructing the UTILITIES RELOCATION for the PROJECT. Upon completion of the work and upon certification by CITY and COUNTY's engineers that the work has been completed in accordance with the PLANS, COUNTY will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities without further cost to CITY or its contractor. The maintenance and operations activities of the facilities will be subject to the COUNTY's rules, policies, procedures, standards, and specifications. The COUNTY agrees that these facilities will be subject to CITY's rules, policies, procedures, standards, and specifications related to utility accommodations within the CITY's right-of-way.

IV. COUNTY'S RESPONSIBILITIES.

1. COUNTY agrees that the PROJECT and UTILITIES RELOCATION design are accurately shown in the PLANS attached hereto as Exhibit "A".
2. In accordance with Section X below, COUNTY shall have the right to visit and to inspect the work and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for COUNTY's UTILITIES at any time and to advise CITY's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.
3. COUNTY shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.
4. Subject to the provisions of Section II above, COUNTY is responsible to reimburse all material and labor costs to CITY related to the UTILITIES RELOCATION for the PROJECT.

V. CITY'S RESPONSIBILITIES.

1. CITY shall undertake the contracting and assume responsibility for the PROJECT's management and completion.
2. All work necessary for the UTILITIES RELOCATION in accordance with the PLANS shall be included in the contract and let to bid by CITY.
3. All construction, engineering, and contract supervision shall be the responsibility of CITY. CITY shall keep accurate records with regard to the activities conducted under this IGA and provide COUNTY access to such records upon request. In accordance with Section X below,

CITY shall consult with COUNTY for its approval as provided herein before authorizing any changes or deviations which affect COUNTY's UTILITIES.

4. CITY shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the UTILITIES RELOCATION and the PROJECT and full reimbursement by COUNTY to CITY for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, to the extent permitted by law each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers, and employees of the Parties. Under the construction contract between CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to indemnify and hold harmless COUNTY as an additional indemnified party under the construction contract with respect to the UTILITIES RELOCATION work.

IX. INSURANCE.

Under the construction contract between CITY and the contractor performing the UTILITIES RELOCATION, such contractor shall agree to include COUNTY, as the owner of the UTILITIES affected by the UTILITIES RELOCATION work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not

less than \$300,000 per occurrence. Certificates of insurance stating coverages and policy limits and showing CITY, COUNTY, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of COUNTY may at all reasonable times review and inspect the UTILITIES RELOCATION work under the terms of this IGA and any amendments thereto. If requested by COUNTY under the terms hereof, its review recommendations shall be reviewed and considered by CITY's Project Manager / Engineer-in-Charge. Should CITY's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of CITY is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify COUNTY and, should COUNTY so request, the Parties will meet within seven (7) days to discuss and review COUNTY's recommendations. Should the Parties be unable to agree after meeting, COUNTY's recommendations shall be incorporated into the work activities if they relate solely to COUNTY's UTILITIES. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event COUNTY requests any changes in the work related to the UTILITIES RELOCATION after the PROJECT work is underway, COUNTY shall cooperate in a prompt and timely manner to any requests by CITY in the processing of any change orders to avoid delays on the progress of the UTILITIES RELOCATION. Specifically, COUNTY shall respond within fourteen (14) days of receiving any change order related request from CITY, including, without limitation, a request for acceptance by COUNTY of the additional cost associated with the change order. COUNTY further acknowledges that CITY will suffer financial loss if the PROJECT is not completed in accordance with the PROJECT contract because of COUNTY's failure to timely cooperate in the processing of change orders. Accordingly, the Parties agree that if COUNTY has not responded to any change order related request from CITY within fourteen (14) days after COUNTY's receipt of such request, COUNTY will be deemed to have accepted the terms of such change order as specified by CITY in its request, including, without limitation, the amount of additional cost associated with such change order, and, therefore, CITY will proceed with incorporating such change order into the work necessary for the UTILITIES RELOCATION as provided herein.

XII. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor any other departure consented to by the Parties, shall be effective unless the same is in writing and signed by COUNTY and CITY, and then such

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to any conflict of laws rules.
- C. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) upon execution this IGA will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1, *et seq.*
 - 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the generality of the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).
- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of both COUNTY and

CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any other person or entity, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Exhibits.** Each and every exhibit referred to in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- H. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- I. **Notices.** Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

TO CITY:

Pete Sewczwicz
Director
City of Alpharetta Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Molly Esswein, Esq.

- J. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin
Mayor

Attest:

By: _____

Lauren Shapiro
City Clerk

Approved as to Substance:

By: _____

Pete Sewczwicz, Director of Public Works

Approved as to Form:

By: _____

Molly Esswein, City Attorney

FULTON COUNTY, GEORGIA

By: _____

Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____

Tonya R. Grier
Clerk to the Commission

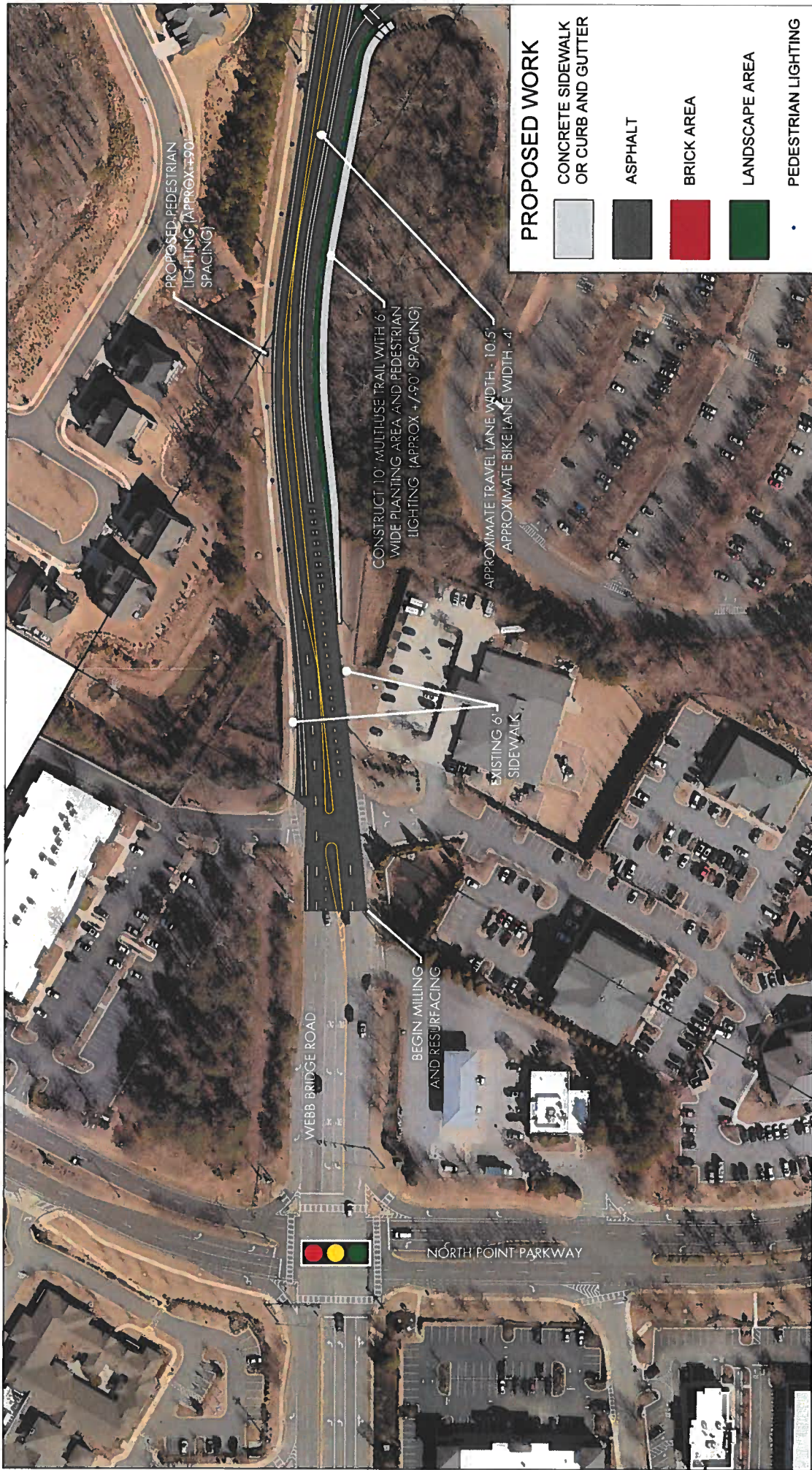
Approved as to Form:

By: _____

Y. Soo Jo, County Attorney
Office of the County Attorney

EXHIBIT “A”

[ATTACH PLANS AND SPECIFICATIONS FOR THE UTILITIES RELOCATION]



NOVEMBER 22, 2022

WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 3

SHEET 1 OF 5





PROPOSED WORK

	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	BRICK AREA
	LANDSCAPE AREA
	PEDESTRIAN LIGHTING



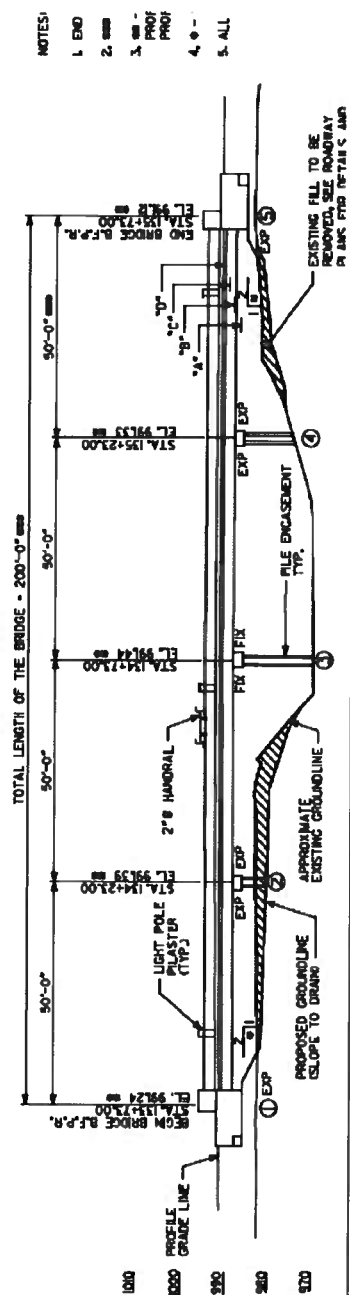
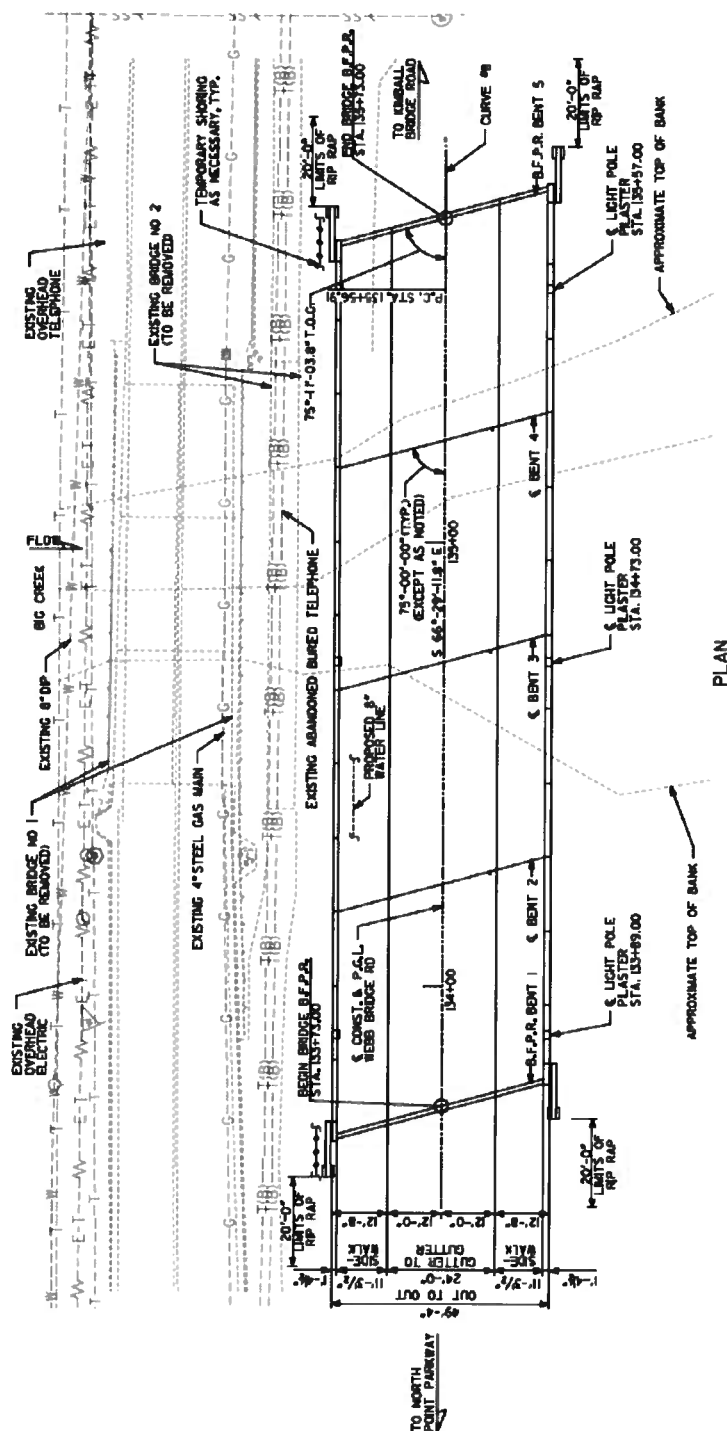


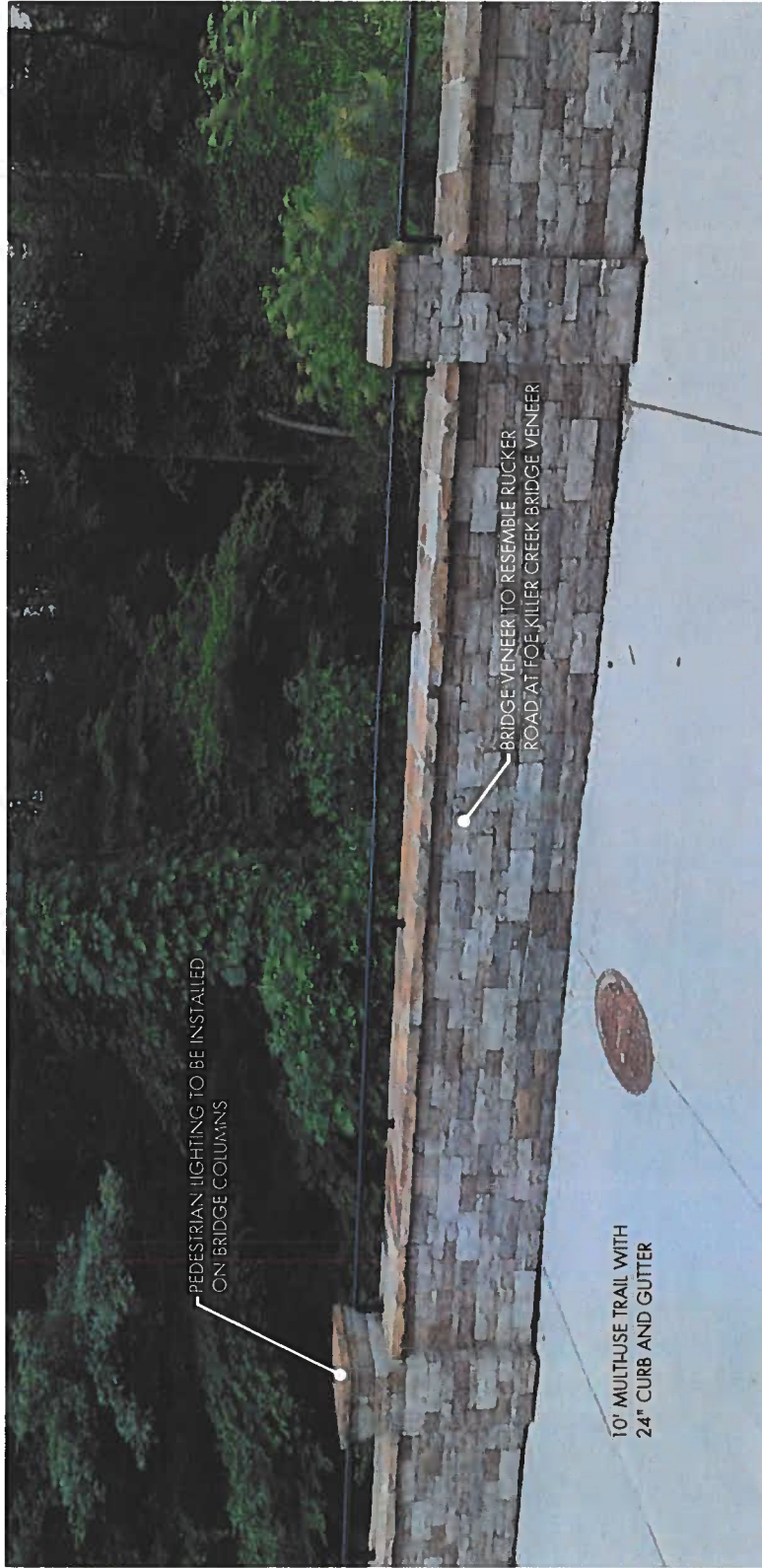


NOVEMBER 22, 2022

WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 3

SHEET 3 OF 5







STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Ratification of a GDOT Bonding Letter confirming the City of Alpharetta's responsibility for completion and construction of projects pursuant to GDOT issued encroachment permits

STAFF RECOMMENDATION:

Approve this item as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Each year, the Georgia Department of Transportation requires the City of Alpharetta to execute what they define as a "Bonding Letter."

In the letter, GDOT asserts that the City of Alpharetta agrees to comply with all stipulations, requirements, and specifications, and accepts responsibility for satisfactory completion and construction activities of any and all permit numbers assigned between the above dates which the Georgia Department of Transportation (GDOT) approves and issues to the City of Alpharetta.

The City Attorney reviewed and executed this letter prior to the Mayor's execution. This letter was to be submitted to GDOT as soon as possible, and as such, staff is seeking ratification by the Mayor and City Council of this action.

ALTERNATIVES:

ATTACHMENTS:

1. GDOT Bonding Letter



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

February 6, 2023

Georgia Department of Transportation
Traffic Operations
5025 New Peachtree Road
Chamblee, Georgia 30341

Subject: Bonding Requirements for Encroachment Permits Applied for
March 1, 2023 – March 1, 2024

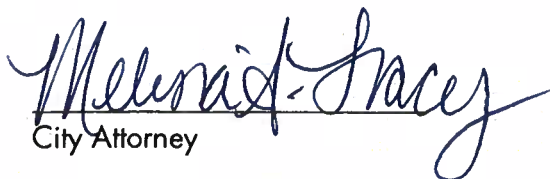
To Whom It May Concern:

This is to advise that the City of Alpharetta agrees to comply with all stipulations, requirements, and specifications, and accepts responsibility for satisfactory completion and construction activities of any and all permit numbers assigned between the above dates which the Georgia Department of Transportation (GDOT) approves and issues to the City of Alpharetta. Approved permits are to authorize certain construction work as described therein within the rights-of-way of any highway, road or street under GDOT jurisdiction within the City of Alpharetta, at any location requiring a permit from the GDOT.

Sincerely,



Jim Gilvin
Mayor



Melvin Stacey
City Attorney

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

CC: Pete Sewczwicz, PE, Public Works Director
Chris Lagerbloom, City Administrator



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Resolution to Authorize Eminent Domain - 500 Martha Way, Alpharetta, Georgia

REMOVED: This item has been removed from this City Council meeting agenda by staff. This item will not be heard, discussed, or considered during tonight's meeting.

A Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 500 Martha Way, Alpharetta, Georgia (Tax Parcel 21 559012491107) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

STAFF RECOMMENDATION:

Adopt a Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 500 Martha Way, Alpharetta, Georgia (Tax Parcel 21 559012491107) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City has determined that it is necessary to make bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way. This road project is known as the Webb Bridge Road Project (the "Project").

In order to construct the Project, it is necessary to acquire certain rights (through the use of eminent domain) to, in, over, under, through and across the property now or formerly owned by Carlos Alberto Campos and Ryan Campos located at 500 Martha Way, Alpharetta, Georgia (Tax Parcel No.: 21 559012491107) within the City of Alpharetta, Georgia (reference: Project Parcel 20). Further, the use of eminent domain is not only necessary for the public interest, but also must be carried out expeditiously to ensure the timely completion of the Project.

Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property located at 500 Martha Way, Alpharetta, Georgia (Tax Parcel No.: 21 559012491107) in order to ensure the timely completion of the Project Webb Bridge Road from Big Creek Greenway to Webb Bridge Way. Further, this resolution authorizes the Mayor and the City Administrator to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for

Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

ATTACHMENTS:

1.	Eminent Domain Resolution - 500 Martha Way
2.	Condemnation Order - 500 Martha Way
3.	Exhibit A Declaration of Taking - 500 Martha Way

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA
GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE
CERTAIN PROPERTY LOCATED AT 500 MARTHA WAY, ALPHARETTA,
GEORGIA (TAX PARCEL 21 559012491107) FOR RIGHT OF WAY PROPOSED
WEBB BRIDGE ROAD BIKE & PEDESTRIAN IMPROVEMENTS FROM BIG
CREEK GREENWAY TO WEBB BRIDGE WAY**

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to make bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way, such road project being known as the Webb Bridge Road Project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Carlos Alberto Campos and Ryan Campos. located at 500 Martha Way, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 559012491107) within the City of Alpharetta, Georgia (reference: **Project Parcel 20**), as further described and shown in Exhibit "A" attached hereto and incorporated herein by this reference; and

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

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

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 500 Martha Way, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 559012491107) in order to ensure the timely completion of the Project Webb Bridge Road from Big Creek Greenway to Webb Bridge Way. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Donald Mitchell

Brian Will

Douglas DeRito

John Hipes

Jason Binder

Dan Merkel

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk



City Attorney

POND										DATE		REVISIONS		DATE		REVISIONS		STATE OF GEORGIA		DEPARTMENT OF TRANSPORTATION		RIGHT OF WAY MAP		PROJECT NO. 19353		SHEET NO. 10		DATE 10/14/2020		SHEET NO. 40		60-0033	
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LEGAL DESCRIPTION

PROJECT NO.:	Webb Bridge Road Bike & Pedestrian Improvements
Project	C1933
P.I. NO.:	N/A
PARCEL NO.:	20
DATE OF R/W PLANS:	October 14, 2021
REVISION DATE:	None

Required Temporary Easement

This temporary easement grants the right to execute certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as City of Alpharetta may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement area shown on the attached plats. Said easement will expire on February 1, 2024, or upon completion and final acceptance of the Project above by City of Alpharetta, whichever shall first occur.

Beginning at a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 140+51.56 thence S 40°24'37.4" E a distance of 102.200 feet to a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 141+55.00 thence S 64°26'15.8" E a distance of 24.153 feet to a point 50.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 141+78.48 thence S 37°57'23.1" W a distance of 9.719 feet to a point 40.395 feet left of DE1 - WEBB BRIDGE ROAD at Station 141+80.03 thence along an arc 93.453 feet to the right, having a radius of 1234.470 feet, the chord of which is N 42°10'50.3" W for a distance of 93.431 feet, to a point 38.569 feet left of DE1 - WEBB BRIDGE ROAD at Station 140+84.41 thence N 40°20'33.0" W a distance of 30.358 feet to a point 38.476 feet left of DE1 - WEBB BRIDGE ROAD at Station 140+54.05 thence N 5°16'26.5" E a distance of 3.543 feet to a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 140+51.56 and the POINT OF BEGINNING.

The above-described parcel contains ± 359.445 sq. ft. (0.01 acres)

ORDER OF THE CITY OF ALPHARETTA, CITY COUNCIL TO CONDEMN
PROPERTY FOR PURPOSES OF BIKE & PEDESTRIAN IMPROVEMENTS FROM
BIG CREEK GREENWAY TO WEBB BRIDGE WAY PROJECT

WHEREAS, the City Council for the City of Alpharetta has determined that it is necessary to make bike and pedestrian improvements for the City of Alpharetta at parcel identification number 21 559012491107, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking.

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights: 359.44 square feet of temporary easement.

Owner(s): Carlos Alberto Campos and Ryan Campos.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City Council for the City of Alpharetta that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit “A” of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for bike and pedestrian improvements.

IT IS ORDERED that the City of Alpharetta proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking by condemnation under the provisions of said Code, and that the City Attorney or its designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title,

estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the City of Alpharetta City Council, this _____ day of _____ 2023.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

CHRIS LAGERBLOOM, City Administrator

APPROVED AS TO FORM:



Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
678-455-7150 (telephone)
678-455-7149 (facsimile)
patrickj@jarrard-davis.com
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Attorneys for City of Alpharetta, Georgia

EXHIBIT “A”

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit “A,” and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.*, and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit “A,” and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix C to Exhibit “A,” and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit “A,” City of Alpharetta, Georgia estimates \$2,300.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit “A” which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit “A,” which

is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

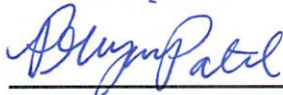
This ____ day of _____, 2023.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

CHRIS LAGERBLOOM, City Administrator

APPROVED AS TO FORM:



Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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Attorneys for City of Alpharetta, Georgia



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 6, 2023

AGENDA ITEM:

Ratification of Authorization to file an Amicus Brief before the Georgia Supreme Court in the case of Gwinnett County v. Schroeder Holdings LLC, et al.

STAFF RECOMMENDATION:

Approve, as a ratification, the authorization of the City Attorney to file an Amicus Brief before the Georgia Supreme Court in the case of Gwinnett County v. Schroeder Holdings LLC, et al.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: COST OF FILING THIS BRIEF IS TO BE SPLIT AMONG NEIGHBORING JURISDICTIONS AT AN ESTIMATED AMOUNT OF \$1,333.33 OWED BY THE CITY OF ALPHARETTA.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Attorney, Ken Jarrard, requested the City's permission to file an amicus brief (friend of the court legal brief) on the City's behalf in the Georgia Supreme Court case, Gwinnett County v. Schroeder Holdings LLC, et al.

This case, specifically, involves an issue of zoning. If the Court takes this brief into consideration and applies it to its holding, it could provide legal reasoning on an area of case law that tremendously needs clarity.

Because the amicus brief was required to be filed by Friday, February 3, 2023, staff is seeking ratification by the Mayor and City Council of this action.

ALTERNATIVES:

ATTACHMENTS:

1. Gwinnett v. Schroeder Petition

IN THE SUPREME COURT
STATE OF GEORGIA

GWINNETT COUNTY,	)	
	)	CASE NO. _____
Petitioner,	)	
	)	On Appeal from the Court of
v.	)	Appeals, Case No. A22A1585
	)	
SCHROEDER HOLDINGS LLC, ET AL,	)	
	)	
Respondent.	)	

PETITION FOR WRIT OF CERTIORARI AND BRIEF IN SUPPORT
TO THE GEORGIA SUPREME COURT

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**PETITION FOR WRIT OF CERTIORARI AND BRIEF IN SUPPORT
TO THE GEORGIA SUPREME COURT**

NOW COMES Petitioner Gwinnett County, Georgia, (Appellee in the Court of Appeals), and files its Petition for Writ of Certiorari and Supporting Brief seeking review and reversal as stated herein of the attached opinion of the Court of Appeals and its far reaching and dire consequences.

INTRODUCTION

Allowing an inverse condemnation claim, including a claim for damages, to proceed in a rezoning denial case like this will be disastrous for all 159 counties, and the many municipalities in Georgia, and will threaten to bankrupt many local governments throughout the state. The consequences would be severe, and result in not only threatening the coffers of every local government, but would also deter them from properly exercising their police powers in zoning cases for fear of being exposed to money damages, resulting in great harm to the health, safety, morals, and general welfare of the public, and there would be many other grave consequences as well.

This Court has previously noted that the Court has “identified no zoning case where the party claiming inverse condemnation received a ‘takings’ remedy, that is, financial damages to compensate for the loss of their property.” Diversified Holdings, LLP v. City of Suwanee, 302 Ga. 597, 611 (2017). Thus, this would be a departure from decades of jurisprudence. Because our law does not support such

a claim based on the undisputed facts of this case, and because the results would be crippling for our local governments and devastating to the public, the opinion of the Court of Appeals allowing the inverse condemnation claim must be reversed.

Additionally, after Flowers and Diversified were decided by this Court in 2017, lawyers and judges throughout the state have relied on this precedent in regards to rezoning denials being quasi-judicial decisions that can only be challenged by means of writ of certiorari, and the Court of Appeals' opinion holding otherwise must be reversed.

GROUND FOR CERTIORARI

Rule 40 of this Court provides that a "petition for the writ will be granted only in cases of great concern, gravity or importance to the public." As shown in the introduction above, and as is plain from reading the Court of Appeals' opinion, this criteria has been met.

JURISDICTIONAL STATEMENT

The Georgia Supreme Court has jurisdiction to review the opinion of the Court of Appeals pursuant to Ga. Const. of 1983, Article VI, Section VI, Paragraph V. This petition for writ of certiorari is filed pursuant to O.C.G.A. § 5-6-15 and Georgia Supreme Court Rules 38 through 45.

JUDGMENT APPEALED

Petitioner appeals and seeks review and reversal as stated herein, and certiorari of the Opinion and Judgment of the Court of Appeals rendered and filed in the Court of Appeals, Case No. A22A1585, on January 5, 2023, a copy of which is attached hereto.

FACTUAL AND PROCEDURAL BACKGROUND

Respondents in this case sought to rezone a particular tract of land. (R - 362, R - 390). As shown in Respondents' Complaint, the subject particular tract of land had this same zoning prior to Respondents acquiring any interest in the property. (R - 26, R - 33). On October 22, 2019, at its public meeting, a rezoning hearing regarding the subject particular tract of land was held before the Gwinnett County Board of Commissioners ("the Board"). (R - 41). On December 3, 2019, after conducting a hearing where Respondents were given the opportunity to be heard, the Board denied Respondents' rezoning application. (R - 45). On December 26, 2019, the Board entered its written resolution regarding its December 3rd denial of the rezoning application writing that it was denied without prejudice. (R - 243-244).

On January 2, 2020, Respondents filed their Complaint and Rezoning Appeal and Petition for Certiorari, ("Respondents' Complaint"), which only named a single Defendant (Gwinnett County), and significantly did not name any

Respondent whatsoever. (R - 25). Respondents' Complaint did not name the Gwinnett County Board of Commissioners, in either their official or their individual capacities, as parties to this case. (R - 25).¹ In addition, and also of great significance, at this time on January 2, 2020, the trial court had not yet entered its Order sanctioning the petition. (R – 363, R – 391).

On January 3, 2020, the trial court entered its Order Sanctioning Petition for Writ of Certiorari and Directing Service, (“the trial court’s January 3rd Order”), which made it clear it was not in any way addressing the content of the Complaint, including Respondents’ request of injunctive relief and damages, and directed that all parties comply with all applicable requirements and procedures set forth in O.C.G.A. § 5-4-1, et seq. (R – 363-364, R – 391). The trial court’s January 3rd Order only included the same parties as in Respondents’ Complaint, and did not name any Respondent, and did not name the Gwinnett County Board of Commissioners, in any capacity, as parties. (R – 364, R – 391; R - 178-179). Also on January 3, 2020, the Clerk of Superior Court issued a Writ of Certiorari, which similarly only included the same parties as in Respondents’ Complaint, and did not name any Respondent, and did not name the Gwinnett County Board of Commissioners, in any capacity, as parties. (R – 364, R – 391; R - 180-181).

¹ See also Respondents’ Court of Appeals Brief, page 7, admitting that their Complaint did not name the members of the County’s Board in either their official capacities or their individual capacities.

On January 30, 2020, Gwinnett County filed a Special Appearance Answer and Defenses, and a Motion to Dismiss this case with prejudice. (R - 201, R - 185). Gwinnett County's Special Appearance Answer and Defenses and Motion to Dismiss included jurisdictional grounds, including sovereign immunity, as well as Respondents' fatal failures to comply with the statutory mandates of O.C.G.A. § 5-4-1, et seq. (R - 201-221, R - 185-195). The trial court denied the Motion to Dismiss. Respondents were then given time to conduct discovery, and at the close of discovery, Gwinnett County filed its motion for summary judgment.

On October 1, 2021, the trial court conducted a hearing where both sides were given the opportunity to be heard,² and on January 21, 2022, after considering the arguments presented and carefully reviewing the record along with the authority cited by counsel, the trial court found there were no genuine issues as to any material fact(s), and Gwinnett County's motion for summary judgment was granted. (R - 10-22). The trial court found that Respondents had failed to produce any evidence that this case involves anything other than a zoning decision. (R - 10-22).

Respondents were afforded the opportunity to conduct discovery, and failed to produce any evidence that there had been any physical invasion upon their property, or that the County had caused any nuisance upon their property, or

² (T - 1 - 72 - Vol 5).

exercised any eminent domain powers upon their property, or trespassed upon their property, or flooded their property, or in any way physically entered into and thereby damaged Respondents' property. (R - 10-22). Respondents' own expert witness testified that the subject property had a market value of \$430,000 under the current zoning. (R – 516, R – 519-520). Respondents filed their expert's report into the record showing that the subject property had a market value as zoned under the existing zoning of \$430,000. (R – 644). Respondents' expert further testified that he had not done a general appraisal, and had no opinion of the value of the property being sold for something besides development. (R – 514). After denying Gwinnett County's motion to dismiss, and affording Respondents the opportunity to conduct discovery, at the summary judgment stage the trial court found that there was the absence of any evidence to support any claims for taking,³ eminent domain, inverse condemnation, or any damages. (R - 10-22).

Subsequently, Respondents appealed the trial court's order granting summary judgment to this Court, which declined to take the appeal and transferred it to the Court of Appeals. This Court's transfer order noted that whether the trial

³ Respondents' own expert agreed that this case did not involve a taking, but rather involved the exercise of police power. (R - 514). Further, Respondents did not raise the trial court's grant of summary judgment on their taking claim in their Enumerations of Error in their Court of Appeals Brief, but rather only argued that sovereign immunity did not bar their claims for inverse condemnation or claims seeking judicial review of a rezoning decision. See, Respondents' Court of Appeals Brief, page 10.

court correctly ruled that Respondents' claims against the County were barred by sovereign immunity would require only application of well-settled constitutional principles, and trial court's decisions rested in part upon its interpretations of this Court's precedent. Thus the case went to the Court of Appeals, which rendered the attached opinion for which certiorari and review by this Court is sought.

ENUMERATION OF ERRORS

1. The Court of Appeals erred in reversing the trial court's order granting Gwinnett County summary judgment and allowing an inverse condemnation claim to proceed from the rezoning denial in this case.
2. The Court of Appeals erred in reversing the trial court's order concluding that rezoning denials are quasi-judicial decisions that can only be challenged by means of writ of certiorari and granting Gwinnett County summary judgment based on Respondents' failures to comply with applicable writ of certiorari statutes.

The Georgia Supreme Court has jurisdiction to review the opinion of the Court of Appeals pursuant to Ga. Const. of 1983, Article VI, Section VI, Paragraph V, and O.C.G.A. § 5-6-15, and Georgia Supreme Court Rules 38 through 45.

STANDARD OF REVIEW

The trial court employed the proper standard in granting Petitioner's Motion for Summary Judgment. As the trial court correctly noted, Petitioner (as the Defendant in the trial court), who would not bear the burden at trial, in order to prevail and receive summary judgment, needed only show that Respondents could not prove an essential element of their claims, and if this is done, Respondents'

claims fail. See, Holiday Inns v. Newton, 157 Ga. App. 436, 278 S.E.2d 85 (1981).

A Defendant in the trial court who will not bear the burden of proof at trial need not affirmatively disprove the nonmoving party's case. Rather, the burden on the moving party may be discharged by pointing out by reference to the evidence in the record that there is an absence of evidence to support the non-moving party's case. If the moving party discharges this burden, the non-moving party cannot then rest on its pleadings, but rather must point to specific evidence giving rise to a triable issue. O.C.G.A. § 9-11-56(e); Lau's Corp. v. Haskins, 261 Ga. 491, 491 (1991); Duncan v. City of Macon, 221 Ga. App. 710 (1996).

On appeal, the appellate court reviews the grant or denial of a motion for summary judgment de novo, and views the evidence in the light most favorable to the non-movant. The Court of Appeals noted that the relevant facts in this case are not in dispute.

ARGUMENT AND CITATION OF AUTHORITY

- 1. The Court of Appeals erred in reversing the trial court's order granting Gwinnett County summary judgment and allowing an inverse condemnation claim to proceed from the rezoning denial in this case.**

This Court has previously noted that “we have identified no zoning case where the party claiming inverse condemnation received a ‘takings’ remedy, that is, financial damages to compensate for the loss of their property.” Diversified

Holdings, LLP v. City of Suwanee, 302 Ga. 597, 611 (2017). Because our law does not support such a claim based on the undisputed facts of this case, and because the results would be crippling for our local governments and devastating to the public, this must not be allowed, and the opinion of the Court of Appeals allowing the inverse condemnation claim to proceed must be reversed.

A. The denial of an application to rezone property does not give rise to a claim for inverse condemnation.

In Stanfield v. Glynn County, this Court held the “County’s approval of the construction and waste transfer facility and its issuance of building permits does not subject it to any liability for inverse condemnation or for any claim rising to that level.” 280 Ga. 785, 786 (2006). This Court made it clear that plaintiffs would need to show a trespass or nuisance in order to be able to recover.

[T]he plaintiffs may recover if and **only if the [trespass or nuisance]** amounted to the taking of property without just compensation.

Stanfield v. Glynn County, 280 Ga. 785, 786 (2006). **Emphasis Added.**

In a persuasive opinion, the Court of Appeals in City of Tybee Island v. Live Oak Group, LLC, with citations to this Court’s precedent, addressed this issue head on and found it was reversible error to allow an inverse condemnation claim to proceed from the denial of an application for a zoning amendment. 324 Ga. App. 476 (2013). Citing this Court’s precedent in Columbia County v. Doolittle, 270 Ga. 490, 491-492 (1), (1999), Stanfield v. Glynn County, 280 Ga. 785, 786 (1)

(2006), and Rabun County v. Mountain Creek Estates, 280 Ga. 855, 857(1), (2006), the Court of Appeals in City of Tybee Island v. Live Oak Group, LLC, held that an inverse condemnation claim required proof of an “unlawful interference” arising from some affirmative action causing a nuisance or trespass. 324 Ga. App. 476, 478-479, (2013).

Live Oak’s complaint here fails to set forth an inverse condemnation claim. Such a claim is properly set forth where the county or municipality takes ‘some affirmative action for public purposes causing a nuisance or trespass which, in turn, result[s] in the diminished utility and functionality of a private owner’s land.’ Rabun County v. Mountain Creek Estates, 280 Ga. 855, 857(1), 632 S.E.2d 140 (2006).

City of Tybee Island v. Live Oak Group, LLC, 324 Ga. App. 476, 479, (2013).

In the case at hand, because Gwinnett County’s rezoning denial cannot be said to be unlawful interference, nor was it some affirmative action causing nuisance or trespass, the trial court was correct in granting Gwinnett County summary judgment on the inverse condemnation claim.

In Rabun County v. Mountain Creek Estates, this Court held that a viable claim for inverse condemnation could not be stated, and the County was entitled to sovereign immunity, when the County has created neither a nuisance nor a trespass upon plaintiff’s property.

This contention fails to comprise a viable claim for inverse condemnation for a number of reasons. ... Second, irrespective of whether there has been any physical invasion, the County’s inaction has created neither a nuisance nor a trespass upon Mountain Creek’s property.

Rabun County v. Mountain Creek Estates, 280 Ga. 855, 857 (2006).

Further, this Court went on to hold, as an additional reason, that no viable claim for inverse condemnation could be stated where plaintiff's ability to use and enjoy the property remained the same as the day the property was purchased.

Third, as a result, the County's ****144** inaction has not caused diminished utility or functionality of Mountain Creek's property, although the value of the property might be higher if it did have county-maintained roads. Mountain Creek's **ability to use and enjoy the property remains exactly the same as the day that the property was purchased**, at which time the property had no county-maintained roads. Mountain Creek remains free to use the property in any legal manner it wishes without encumbrance. **Therefore, it cannot be said that the County has inversely condemned Mountain Creek's property, and, as a result, the County was entitled to sovereign immunity against Mountain Creek's claim for damages.**

Rabun County v. Mountain Creek Estates, 280 Ga. 855, 857 (2006). **Emphasis Added.**

In the case at hand, review of Respondents' Complaint shows that this subject particular tract of land had this same zoning prior to Respondents acquiring any interest in the property. Thus, there are multiple reasons the inverse condemnation claim in this case could not proceed as a matter of law, including the County creating neither a nuisance, nor a trespass, upon plaintiff's property, and also because Respondents' ability to use and enjoy the property remains exactly the same as the day that they acquired their interest in it.

B. Because a rezoning denial involves the use of police powers by the County there is no claim for inverse condemnation.

This Court has held that where the County acts pursuant to its police powers the provisions of the Constitution of Georgia, Art. I, Sec. III, Para. I, are not applicable and have no relevance.

^[3] ^[4] ^[5] This chain of events clearly shows that the county in breaching the dam acted pursuant to its police powers. The provisions of Constitution of the Georgia, Art. I, Sec. III, Para. I (Code Ann. § 2–301), prohibiting the taking of private property for a public purpose without compensation have no relevance to the exercise of the police power by the state or its political subdivisions. *McCoy v. Sanders*, 113 Ga.App. 565, 148 S.E.2d 902 (1966).

Lewis v. DeKalb County, 251 Ga. 100, 102, (1983).

In Amica Mut. Ins. Co. v. Gwinnett County Police Dept., the Court of Appeals, citing Lewis v. DeKalb County and other authority from this Court, held that the County was entitled to sovereign immunity against an inverse condemnation claim. 319 Ga. App. 780 (2013). The Court of Appeals in Amica noted the important distinction between the power of eminent domain and the police power.

The power of eminent domain is that sovereign power to take property for a public use or purpose, and this cannot even be done without just and adequate compensation. On the other hand, the police power is that power by which the Government may destroy or regulate the use of property in order to promote the health, morals and safety of the community, and the police power may be exercised without making compensation for the impairment of the use of property or any decrease in the value of property. (Citation and punctuation omitted.) *McCoy v. Sanders*, 113 Ga.App. 565, 569–570, 148 S.E.2d 902 (1966).

Amica Mut. Ins. Co. v. Gwinnett County Police Dept, 319 Ga. App. 780, 781 (2013).

This Court has recognized that important distinction as well and made it clear that zoning involves the use of police powers and the available remedy does not involve financial damages.

As we have explained, ‘There is a basic distinction between police power and that of eminent domain. The police power of the governing authority is properly used to regulate property to prevent its use in a manner detrimental to the public interest, while the exercise of eminent domain involves the taking of property because it is needed for public use.’ ... ^[18] ^[19] ^[20] When the property owner’s right to the unfettered use of his property confronts the police power under which zoning is effected, due process guarantees act as a check against the arbitrary and capricious use of that police power. See, e.g., *Dep’t of Transp. v. City of Atlanta*, 260 Ga. 699, 398 S.E.2d 567 (1990). The balance our law strikes is that a zoning classification that substantially burdens a property owner may be justified if it bears a substantial relation to the public health, safety, morality, or general welfare. *Guhl*, 238 Ga. at 323, 232 S.E.2d 830; see also *Holy Cross Lutheran Church, Inc. v. Clayton Cty.*, 257 Ga. 21, 23, 354 S.E.2d 151 (1987). Lacking that kind of justification, the zoning may be set aside as arbitrary or capricious. *Id.* If a land-use regulation is arbitrary and capricious then the regulation cannot stand. The remedies available in such cases include declaring the regulation unlawful as applied to the property at issue, although we’ve been clear that courts should give local governing bodies a reasonable opportunity to reconsider rezoning applications or otherwise take action to conform their regulations to the law. See *Town of Tyrone v. Tyrone, LLC*, 275 Ga. 383, 384, 565 S.E.2d 806 (2002) (citing *Cobb Cty. v. Wilson*, 259 Ga. 685, 686, 386 S.E.2d 128 (1989)). But we have identified no zoning case where the party claiming inverse condemnation received a ‘takings’ remedy, that is, financial damages to compensate for the loss of their property.

Diversified Holdings, LLP v. City of Suwanee, 302 Ga. 597, 605, 611 (2017).

The Court of Appeals in Amica, citing additional authority from this Court, went on to hold as a matter of law that the County had sovereign immunity against a claim based on damage caused by the exercise of police powers.

As a matter of law, the County is entitled to sovereign immunity against a claim based on damage caused by an exercise of police power. See *Bray v. Houston County*, 180 Ga.App. 166, 168, 348 S.E.2d 709 (1986) (“The safeguarding of society by the prosecution of crimes against it is a sovereign attribute inherent in all governments, and for mistakes in exercising this sovereign right there can be no liability against the government without its consent.”) (citations and punctuation omitted). Because the exercise of police power is distinct from the exercise of the power of eminent domain and does not fall within the waiver of sovereign immunity set forth in the Georgia Constitution’s eminent domain provision, there is no evidence that Amica could introduce within the framework of its complaint that would allow it to avoid sovereign immunity and obtain relief from the County. Consequently, the trial court did not err in dismissing Amica’s claim against the County.

Amica Mut. Ins. Co. v. Gwinnett County Police Dept, 319 Ga. App. 780, 782 (2013).

In Pope v. City of Atlanta,⁴ this Court recognized zoning as a valid land use regulation where no compensation to the property owner is required.

Many regulations restrict the use of property, diminish its value or cut off certain property rights, but no compensation for the property owner is required. Among the valid regulations of property are....zoning.

Pope v. City of Atlanta, 242 Ga. 331, 334 (1978); See also, McCoy v. Sanders, 113 Ga. App. 565 (1966), (holding there is no action for damages for the use of police

⁴ This Court in Pope distinguished Pennsylvania Coal Co. v. Mahon, 260 U.S. 393 (1922), and noted that the state law in Mahon came after the mining company had acquired its interest in the subject property. Mahon and the distinctions showing its inapplicability, including it not involving a zoning regulation by a local government, but rather a state-wide law which the Court found to be of limited public interest, will be further addressed in Section 1.D. below.

powers and citing authority from the U.S. Supreme Court and this Court, including Atlantic Coast Line R. Co. v. State, 135 Ga. 545, 557 (1910), which holds that “Damages cannot be recovered by one because he incurs expense in obeying a police regulation enacted for the common welfare and safety of the public. * * * The police power has never been surrendered by the states. * * * (and) (t)o the exercise of police power, all rights of natural persons and corporations are subject.”).

C. The trial court properly found at the summary judgment stage that there was the absence of any evidence to support a claim for inverse condemnation.

Respondents in this case were provided the opportunity to conduct discovery, and failed to produce any evidence that there had been any physical invasion upon their property, or that the County had caused any nuisance upon their property, or exercised any eminent domain powers upon their property, or trespassed upon their property, or flooded their property, or in any way physically entered into and thereby damaged Respondents’ property.

Respondents’ own expert’s testimony and report showed that the subject property had a market value of \$430,000 under the current zoning. Respondents’ expert further testified that he had not done a general appraisal, and had no opinion of the value of the property being sold for something besides development.

Accordingly, after denying Gwinnett County’s motion to dismiss, and affording Respondents the opportunity to conduct discovery, at the summary judgment stage the trial court properly found that there was the absence of any evidence to support any claim for inverse condemnation, and the Court of Appeals’

reversal of that, which would allow an inverse condemnation claim to proceed in this case, must be reversed by this Court.

D. The subject particular tract of land at issue in this case had this same zoning prior to Respondents acquiring any interest in the property.

Respondents' Complaint shows that the subject particular tract of land at issue had this same zoning prior to Respondents acquiring any interest in the property. This is an important distinction. In Pennsylvania Coal Co. v. Mahon, the Court noted the importance of the fact that the property rights at issue existed prior to the passage of the state law which then entirely destroyed them.

But the plaintiffs say that whatever may have been the Coal Company's rights, they were taken away by an Act of Pennsylvania, approved May 27, 1921 (P. L. 1198), commonly known there as the Kohler Act...
[7] It is our opinion that **the act** cannot be sustained as an exercise of the police power, so far as it affects the mining of coal under streets or cities **in places where the right to mine such coal has been reserved.**

Pennsylvania Coal Co. v. Mahon, 260 U.S. 393, 412, 414 (1922). **Emphasis Added.**

In the case at hand, there has been no act that changed any of Respondents' existing property rights in regards to the subject property. The Court in Penn Central recognized this important distinction when addressing Mahon.

There the claimant had sold the surface rights to particular parcels of property, but expressly reserved the right to remove the coal thereunder. A Pennsylvania statute, **enacted after the transactions**, forbade any mining of coal.

Penn Cent. Transp. Co. v. City of New York, 438 U.S. 104, 127 (1978). **Emphasis Added.**

Another important distinction in Mahon is that the regulation at issue was not a zoning regulation by a local government, but rather a state-wide law, which the Court found to be of limited public interest.

The extent of *414 the public interest is shown by the statute to be limited, since the statute ordinarily does not apply to land when the surface is owned by the owner of the coal.

Pennsylvania Coal Co. v. Mahon, 260 U.S. 393, 412, 413-414 (1922).

This important distinction was also recognized in Penn Central, which also did not involve a local government's zoning regulation, but rather involved a law restricting property rights to a greater extent than under applicable zoning laws.

The question presented is whether a city may, as part of a comprehensive program to preserve historic landmarks and historic districts, place restrictions on the development of individual historic landmarks—in **addition to those imposed by applicable zoning ordinances**—without effecting a ‘taking’ requiring the payment of ‘just compensation.’

Penn Cent. Transp. Co. v. City of New York, 438 U.S. 104, 107 (1978). **Emphasis Added.**

Indeed the Court in Penn Central recognized that zoning regulations are to be upheld even where they destroy recognized real property interests.

More importantly for the present case, in instances in which a state tribunal reasonably concluded that “the health, safety, morals, or general welfare” would be promoted by prohibiting particular contemplated uses of land, this Court has upheld land-use regulations that destroyed or adversely affected recognized real property interests. See *Nectow v. Cambridge*, 277 U.S. 183, 188, 48 S.Ct. 447, 448, 72 L.Ed. 842 (1928). Zoning laws are, of course, the classic example.

Penn Cent. Transp. Co. v. City of New York, 438 U.S. 104, 125 (1978).

Similar to Mahon, the law at issue in Lucas v. South Carolina Coastal Council, was not a zoning regulation by a local government, but rather a state-wide law passed after the plaintiffs had acquired their interest in the property.

In 1986, petitioner David H. Lucas paid \$975,000 for two residential lots on the Isle of Palms in Charleston County, *1007 South Carolina, on which he intended to build single-family homes. In 1988, however, the South Carolina Legislature enacted the Beachfront Management Act, S.C.Code Ann. § 48–39–250 *et seq.* (Supp.1990), which had the direct effect of barring petitioner from erecting any permanent habitable structures on his two parcels.

Lucas v. South Carolina Coastal Council, 505 U.S. 1003, 1006-1007 (1992).

*1027 ^[7] Where the State seeks to sustain regulation that deprives land of all economically beneficial use, we think it may resist compensation only if the logically antecedent inquiry into the nature of the owner’s estate shows that the proscribed use interests **were not part of his title to begin with.**¹⁴ This accords, we think, with our “takings” jurisprudence, which has traditionally been guided by the understandings of our citizens regarding the content of, and the State’s power over, the “bundle of rights” that they acquire **when they obtain title to property.** It seems to us that the property owner necessarily expects the uses of his property to be restricted, from time to time, by various measures **newly enacted by the State** in legitimate exercise of its police powers; “[a]s long recognized, some values are enjoyed under an implied limitation and must yield to the police power.” *Pennsylvania Coal Co. v. Mahon*, 260 U.S., at 413, 43 S.Ct., at 159.... In the case of land, however, we think the notion pressed by the Council that title is somehow held subject to the “implied limitation” that the State may **subsequently eliminate** all economically valuable use is inconsistent with the historical compact recorded in the Takings Clause that has become part of our constitutional culture.¹⁵... **this recognition that the Takings Clause does not require compensation when an owner is barred from putting land to a use that is proscribed by those ‘existing rules or understandings’ is surely unexceptional.**

Lucas v. South Carolina Coastal Council, 505 U.S. 1003, 1027-1028, 1031 (1992).
Emphasis Added.

In Murr v. Wisconsin, the Court found that a reasonable restriction that predates a landowner's acquisition was a factor to be given substantial weight, and was the first factor the Court considered in holding that the subject regulations did not give rise to a claim under Lucas as well as Penn Central.

Petitioners' land was subject to this regulatory burden, moreover, only because of voluntary conduct in bringing the lots under common ownership **after the regulations were enacted.**

Petitioners cannot claim that they reasonably expected to sell or develop their lots separately given the regulations **which predated their acquisition of both lots.** Finally, the governmental action was a reasonable land-use regulation, enacted as part of a coordinated federal, state, and ***1950** local effort to preserve the river and surrounding land.

Murr v. Wisconsin, 137 S. Ct. 1933, 1949-1950 (2017).

In Mann v. Georgia Dept. of Corrections, this Court found significant that Mann had purchased his home and thereafter child care facilities located themselves within 1,000 feet so as to trigger the state law. Mann v. Georgia Dept. of Corrections, 282 Ga. 754 (2007). Further, Mann did not involve the exercise of police powers in the form of zoning by a local government, but rather situation where the state law placed "the State's police power into the hands of private third parties." Mann v. Georgia Dept. of Corrections, 282 Ga. 754, 760 (2007). Thus, Mann, and the other cases distinguished above, have no applicability here, and the trial court's grant of summary judgment to the County must be reinstated.

E. The addition of the term “damaged” to the Just Compensation Provision of the Georgia Constitution in 1877 could not have been intended to include regulatory takings, as that concept did not exist at that time and only first appeared forty-five years later.

In Mixon, this Court traced the history of the Just Compensation Provision found in the Georgia Constitution at Article I, Section III, Paragraph I, including prior versions of our Constitution, and noted that the language adding “or damaged” was first inserted into the Georgia Constitution of 1877. Dept. of Transportation v. Mixon, 312 Ga. 548, 553 (2021). In his concurring opinion in Diversified, Justice Peterson questioned this textual difference from the 5th Amendment of the U.S. Constitution, but noted that was for another day and would require careful consideration of text, context, and history.

Review of text, context, and history shows that this new language adding “or damaged” in 1877 could not have been referencing zoning laws, as Georgia did not have zoning laws at that time, and as such did not then exist in our country. The first zoning case did not appear in the U.S. Supreme Court until 1926. See, Euclid v. Amber Realty, 272 U.S. 365 (1926). Further, the addition of “damaged” to Georgia’s Just Compensation Clause in 1877 could not have been intended to encompass regulatory takings, as that concept did not exist at that time either, and only first appeared forty-five years later, in Pennsylvania Coal Co. v. Mahon, 260 U.S. 393 (1922).

What did exist prior to 1877 and had recently occurred was Pumpelly v. Green Bay & Mississippi Canal Co., 80 U.S. 166 (1871). Pumpelly involved a trespass claim based on the flooding of portions of the plaintiff's property, destroying trees, filling drains, and leaving deposits of sand on other parts of the property. Id. at 167. Analyzing the claim under the Wisconsin Constitution's Takings Clause, which at the time required that "The property of no person shall be taken for public use without just compensation therefor," the Supreme Court held that the damage to the property was a taking of land within the meaning of the constitutional provision. Id. at 181. In so holding, the Court rejected the defense that the constitutional takings provision should not apply because although the property had been unlawfully physically damaged, it had not been "taken" for public use in the narrowest sense of that word. Id. at 177-78.

Six years after the Supreme Court's decision in Pumpelly, the Georgia Constitution was amended to add "damaged" to the State's Just Compensation Clause. However, within the context of Pumpelly, and our history, this was clearly added to clarify the protection against unlawful physical invasions amounting to a trespass or nuisance, and not to address some sort of a claim of regulatory taking, which conceptually did not even exist at the time.

This contextualization is consistent with this Court's opinion in Mixon, which shows that Georgia's Just Compensation Provision applies only when

property is actually condemned or acquired or where there has been some unlawful physical invasion resulting in physical damage to the property.

What is important is that, as of the time *Baranan* was decided, this Court had held that the Just Compensation Provision’s language — “[p]rivate property shall not be taken, or damaged, for public purposes, without just and adequate compensation being first paid” — waived sovereign immunity for inverse condemnation claims for injunctive relief to stop a government **encroachment on private land that amounted to a trespass**, until the property is condemned. And that holding was largely consistent with the body of case law preceding it, dating back to the previous century. See, e.g., *Butler*, 74 Ga. at 575-576 (2). It is of no matter that the earliest cases largely involved **outright acquisition** of private property, as opposed to a **physical invasion that merely damaged the property**, given that those early cases **predated the 1877 change to the Just Compensation Provision that applied a prepayment requirement to both “taking” and “damaging.”**

Dept. of Transportation v. Mixon, 312 Ga. 548, 557-558 (2021) **Emphasis Added.**

Accordingly, the opinion of the Court of Appeals allowing the inverse condemnation claim to proceed in this case must be reversed, and the trial court’s grant of summary judgment to the County must be reinstated.

2. **The Court of Appeals erred in reversing the trial court’s order concluding that rezoning denials are quasi-judicial decisions that can only be challenged by means of writ of certiorari and granting Gwinnett County summary judgment based on Respondents’ failures to comply with applicable writ of certiorari statutes.**

With City of Cumming v. Flowers, this Court made it clear that quasi-judicial zoning decisions must be challenged by petition for certiorari pursuant to O.C.G.A. § 5-4-1, et seq.

That line of procedural precedent was founded on unsound reasoning, and we now abandon it in order to ensure that quasi-judicial zoning decisions are

appealed the same way under OCGA § 5-4-1 throughout the State, just as OCGA § 5-4-1 is consistently applied to other quasi-judicial decisions of local entities.

City of Cumming v. Flowers, 300 Ga. 820, 820 (2017).

This holding was not limited to variances, but rather applied to all “quasi-judicial zoning decisions.” Id. When this clear authority is applied to the undisputed facts of this case, involving a specific tract of land, and an assessment of facts and circumstances pertaining to specific parties and their property, the result is that the zoning decision at issue was quasi-judicial. See, Diversified Holdings, LLP v. City of Suwanee, 302 Ga. 597 (2017).

Diversified was a rezoning case, involving the denial of an application to rezone a particular tract of land, where this Court made it clear that denials of applications to rezone property are quasi-judicial. 302 Ga. 597 (2017).

Respondents have argued that the quasi-judicial decision in Diversified was the superior court’s order and not the local government body’s denial of the rezoning application. This cannot be correct, because if that were true the result would be that every appeal from the superior court would have to be by Application for Discretionary Appeal, as the superior court always acts in a judicial and not legislative capacity.

Moreover, review of Diversified shows that it was the local government body's denial of the rezoning application that was considered and found to be quasi-judicial in nature.

Diversified's complaint alleges that the current zoning is unlawful for *this* property, not that the adopted zoning scheme is unlawful for *any* property. And **the City's decision to reject that claim** was immediate in application, specific in effect, and involved an individualized assessment of the Property.

Diversified Holdings, LLP v. City of Suwanee, 302 Ga. 597, 603 (2017).
Emphasis Added.

The analysis in Division IV below only **confirms that the local authority's decision is adjudicative in nature**. The inquiry in this type of request is a fact-specific one, evaluating the balance between factors to conclude whether a zoning ordinance substantially burdens a property owner in the first place, and, if it does, whether that same ordinance is also substantially related to the public health, safety, morality, or general welfare. See *infra* at 611-614, 807 S.E.2d 876. And this Court plainly has no authority to "legislate" for a local zoning authority should we determine that the authority's decision was incorrect. But ***605** what we can do, and what petitioners ask for us to do, is adjudicate whether a particular zoning ordinance is unconstitutional as applied to a particular piece of land. That leaves the ultimate remedial measures open to the judgment of the zoning authority, which may or may not choose to take (or recommend) legislative action. **Nonetheless, its decision in the first instance, just like ours, was adjudicative in nature.**

Diversified Holdings, LLP v. City of Suwanee, 302 Ga. 597, 604-605, (2017).
Emphasis Added.

The opinion of the Court of Appeals acknowledges this, but holds that this conclusion is for purposes of determining whether a discretionary application is required under O.C.G.A. § 5-6-35(a)(1), and not for purposes of challenging the rezoning denial in the superior court. Respectfully, this holding cannot be

reconciled with Diversified. The local government body's denial of a rezoning application cannot morph from adjudicative to legislative, depending on the purpose for which it is being reviewed. In both instances, the local government's denial of the rezoning application involves a specific tract of land, and an assessment of facts and circumstances pertaining to specific parties and their property. In both instances, the local government's denial of the rezoning application is adjudicative.

Accordingly, when Diversified is considered in conjunction with Flowers, which requires that "quasi-judicial zoning decisions" must be challenged by petition for certiorari pursuant to O.C.G.A. § 5-4-1, et seq., the conclusion is that Respondents were required to bring their challenge to denial of their rezoning application via petition for certiorari filed in the superior court, and all of the statutory mandates for petitions and writs of certiorari were applicable in this case.

Respondents cited O.C.G.A. § 33-66-3(4)(C) for the argument that the zoning decision at issue in this case was legislative. However, this code section does not support their argument, and only further shows that the zoning decision at issue in this case was not legislative.

The version of O.C.G.A. § 33-66-3(4) applicable to Respondents' claims in this case read as follows:

(4) "Zoning decision" means final legislative action by a local government which results in:

- (A) The adoption of a zoning ordinance;
- (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
- (C) The adoption of an amendment to a zoning ordinance which rezones property from one zoning classification to another;
- (D) The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality; or
- (E) The grant of a permit relating to a special use of property.

O.C.G.A. § 33-66-3(4).

As subsection (C) above shows, it applied only to the “adoption of an amendment to a zoning ordinance which rezones property from one zoning classification to another.” That is not what happened here. The undisputed evidence shows that the zoning decision at issue was a denial, more specifically a denial without prejudice, and that this specific property was not rezoned from one classification to another.

Effective July 1, 2022,⁵ O.C.G.A. § 33-66-3(4) was amended to change the language in subsection (C) to include the “adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another.” This further demonstrates that under the prior version of O.C.G.A. § 33-66-3(4)

⁵ SEE HB 1405, SECTION 2, showing this new amendment is not applicable to the case at hand and only applies to zoning and quasi-judicial decisions occurring on or after July 1, 2022.

applicable to Respondents' claims, a rezoning denial was not a legislative decision.⁶

Additionally, IDI Logistics, LLC v. City of Douglasville, 312 Ga. 288, 862 S.E.2d 324 (2021), shows that trial courts and seasoned zoning attorneys accepted the position that Flowers changed review of rezoning denials to certiorari pursuant to O.C.G.A. § 5-4-1, et seq., and that after Flowers and Diversified in 2017, this was the law in Georgia. Review of IDI Logistics shows that all the attorneys understood that a challenge to a rezoning denial was required to be brought by certiorari, as did the trial judge who noted that Flowers “changed the review of zoning decisions to certiorari pursuant to O.C.G.A. § 5-4-1.” Justice Warren raised the issue of whether certiorari was appropriate for the appeal of a rezoning denial in concurrence to the decision to deny the discretionary appeal. But seven other Justices declined to join that concurrence and only one other Justice joined it, and the Court did not grant the discretionary application to decide the issue. Not long after that, this Court chose not to take this case either, transferring it to the Court of Appeals and noting the trial

⁶ SEE also, O.C.G.A. § 33-66-5.1 which also is not applicable to the case at hand and only applies to zoning and quasi-judicial decisions occurring on or after July 1, 2022, which going forward purports to change judicial review of denials of amendments to rezone property from one zoning classification to another to de no review, further showing that under the former, well-settled law applicable to the present case before this Court, such is not by de no review, but rather by certiorari based on the afore-described well-settled binding precedent from this Court.

court's decisions involved only well-settled constitutional principles and rested in part upon its interpretations of this Court's precedent and provided no basis for taking the appeal.

Despite the law being well-settled after Flowers and Diversified were handed down in 2017, Respondents, and now the Court of Appeals, cite cases that pre-date Flowers and Diversified. However Flowers made it clear that it changed the law in Georgia, and that is binding, along with Diversified, as they were decided most recently.

In any event, to the extent these two Supreme Court cases are in tension, we are bound to follow *Flowers*, which was decided more recently in 2017.

Riverdale Land Group, LLC v. Clayton County, 354 Ga. App. 1, 8 (2020), see also n. 38 citing White v. State, 305 Ga. 111, 122 (2019) and Houston v. Lowes of Savannah, Inc., 235 Ga. 201, 203 (1975), and n. 51 stating “to the extent that *Moon* conflicts with *Flowers*, we are bound to follow *Flowers* because it is the more recent precedent.”

Because certiorari pursuant to O.C.G.A. § 5-4-1, et seq., was applicable to Respondents' claims, which only involved the denial without prejudice of the application to rezone this particular tract of land, the trial court properly found the only way to assert this case in the superior court was by writ of certiorari, and Respondents' lack of compliance with the certiorari statutes was fatal to their claims, and waived any other potential claims, including any constitutional claims.

And we have expressly held that “[p]arties who choose not to follow [the] procedure [for seeking certiorari review] are barred from seeking relief by filing a new action in superior court, *even if they are arguing constitutional*

violations by the municipality.”⁴⁵ Thus, because RLG did not apply for ***10** certiorari review in the superior court, it waived its constitutional challenges.

Riverdale Land Group, LLC v. Clayton County, 354 Ga. App. 1, 9-10 (2020).

The cases cited in footnote 45 referenced above support this point as well.

10950 Retail, LLC v. City of Johns Creek, 299 Ga. App. 458, 460 (1), 682 S.E.2d 637 (2009) (emphasis supplied); see *City of Cedartown v. Pickett*, 193 Ga. 840, 843 (3), 20 S.E.2d 263 (1942) (“Even [when] a case involves directly and primarily a property right, and even though equity may afford to the person so injured a more adequate and complete remedy than he would have under the procedure at law, yet [when] he, as the defendant in a proceeding before a municipal judicatory, has elected to maintain his rights under that proceeding and has thus had his day in court . . ., he cannot ordinarily thereafter be heard on a petition in equity, to question the constitutionality of the ordinance involved in the decision; but his remedy was to have made his defense before the municipal judicatory, and to have corrected by certiorari any error in its decision.” (citations omitted)); *Soerries v. City of Columbus*, 222 Ga. App. 745, 746, 476 S.E.2d 64 (1996) (holding that “[t]he exclusive mechanism by which [the property owner] could challenge [a City] Council’s revocation of his liquor license was by filing a petition for certiorari, “and thus, the trial court did not err in dismissing his claims, which included constitutional challenges).

Riverdale Land Group, LLC v. Clayton County, 354 Ga. App. 1, n. 45 (2020).

This is consistent with Flowers’ holding that quasi-judicial decisions can only be challenged by a petition for certiorari.

The defendants argued that they were entitled to summary judgment against the homeowners because the zoning variance decision **was a quasi-judicial decision** that can be challenged in the superior court **only by a petition for certiorari under OCGA § 5-4-1**. They were right, and we therefore reverse the trial court’s denial of summary judgment.

City of Cumming v. Flowers, 300 Ga. 820, 820 (2017). **Emphasis Added.**

CONCLUSION

Whether local governments should be faced with the impossible decision of facing claims for damages which could bankrupt them or declining from exercising their police powers in zoning cases for fear of being exposed to money damages, resulting in great harm to the health, safety, morals, and general welfare of the public is of great concern, gravity and importance to the public, as is whether after Flowers and Diversified, rezoning denials are quasi-judicial decisions that can only be challenged by means of writ of certiorari. Accordingly, this Court must grant a writ of certiorari, and review and reverse the opinion of the Court of Appeals, such that the judgment of the trial court granting summary judgment to Gwinnett County is upheld, which is the relief that is most respectfully hereby requested and prayed for.

Submitted this 24th day of January, 2023.

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IN THE SUPREME COURT
STATE OF GEORGIA

GWINNETT COUNTY,	)	
	)	CASE NO. _____
Petitioner,	)	
	)	On Appeal from the Court of
v.	)	Appeals, Case No. A22A1585
	)	
SCHROEDER HOLDINGS LLC, ET AL,	)	
	)	
Respondent.	)	

CERTIFICATE OF SERVICE

This is to certify that I have this day served the parties involved and/or their counsel of record in this matter with a copy of the attached **Petition for Writ of Certiorari and Brief in Support to the Georgia Supreme Court** by depositing a true copy of same in the United States Mail, proper postage prepaid, addressed as follows, and also by email, addressed as follows:

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This 24th day of January, 2023.

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**SECOND DIVISION
RICKMAN, C. J.,
MILLER, P. J., and PIPKIN, J.**

NOTICE: Motions for reconsideration must be *physically received* in our clerk's office within ten days of the date of decision to be deemed timely filed.
<https://www.gaappeals.us/rules>

January 5, 2023

In the Court of Appeals of Georgia

**A22A1585. SCHROEDER HOLDINGS, LLC et al. v. GWINNETT
COUNTY.**

RICKMAN, Chief Judge.

Schroeder Holdings, LLC (“Schroeder”), SunTrust Bank, as the Executor of the Estate of Douglas Nash McCurdy, Centzil Partners, LP, Centzil Management, LLC, DMC, Inc., and Y&M Corp. (collectively, “Appellants”) appeal from the superior court’s order granting Gwinnett County’s motion for summary judgment on Appellants’ claims arising from the County’s denial of Schroeder’s request to rezone a parcel of land. On appeal, Appellants argue that the superior court erred by concluding that the rezoning decision was quasi-judicial and that sovereign immunity bars their claims against the County. In the alternative, Appellants contend that the superior court erred in concluding that they failed to comply with one or more of the

statutory prerequisites for seeking certiorari review. For the following reasons, we affirm in part and reverse in part.

We review de novo a grant or denial of summary judgment, viewing the evidence and all reasonable conclusions and inferences drawn from it in the light most favorable to the nonmovant. *City of St. Marys v. Reed*, 346 Ga. App. 508, 508-509 (816 SE2d 471) (2018). Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. *Id.* at 508; see OCGA § 9-11-56 (c).

Although we review the record in the light most favorable to Appellants as the nonmovants, the relevant facts are not in dispute. In May 2019, Schroeder filed an application to amend the County’s official zoning map, requesting that an approximately 100-acre tract of land be rezoned. In support of its application, Schroeder asserted that the property had no “reasonable economic use as currently zoned” because “the cost to improve this type of property would not yield enough return with the larger tracts” required under the existing zoning classification. The Gwinnett County Board of Commissioners considered Schroeder’s application at a public meeting in October 2019. In December 2019, the Board denied Schroeder’s rezoning application.

On January 2, 2020, Appellants filed a complaint and petition for certiorari in Gwinnett County Superior Court. In their complaint, Appellants sought a reversal of the denial of the rezoning application and asserted claims for regulatory taking, inverse condemnation, and substantive due process violations, in addition to seeking a review of the zoning decision pursuant to a writ of certiorari. On January 3, the superior court sanctioned Appellants' petition for certiorari and issued the writ of certiorari.

The County filed a motion to dismiss, asserting that Appellants' claims were barred by sovereign immunity and that Appellants had failed to comply with the legal requirements for a certiorari petition and writ, including naming a respondent as well as a defendant. In their response, Appellants moved to add the Gwinnett County Board of Commissioners and its five members as parties.

After the close of discovery, the County moved for summary judgment on all of Appellants' claims, arguing that because the Board's decision was quasi-judicial, Appellants' only remedy was review under a writ of certiorari, but that Appellants had failed to comply with the procedural requirements for seeking that review. In addition, the County contended that sovereign immunity barred Appellants' claims,

and that claims for inverse condemnation and regulatory taking are not allowed as a matter of law in zoning cases such as this one.

Following a hearing, the superior court entered an order granting the County's summary judgment motion. The court found that Appellants could only obtain relief by seeking certiorari review of the Board's decision, and that they had failed to comply with the statutory requirements for seeking that relief, including failing to name the Board as the respondent. The court also found that Appellants' claims were barred by the doctrine of sovereign immunity. This appeal followed.

1. Appellants contend that the superior court erred by concluding that rezoning denials are quasi-judicial decisions that can only be challenged by means of a writ of certiorari. We agree.

OCGA § 5-4-1 (a) provides, in relevant part: "The writ of certiorari shall lie for the correction of errors committed by any inferior judicatory or any person exercising judicial powers[.]" Accordingly, "certiorari is not an appropriate remedy to review or obtain relief from the judgment, decision or action of an inferior judicatory or body rendered in the exercise of legislative, executive, or ministerial functions, as opposed to judicial or quasi-judicial powers." (Citation and punctuation omitted.) *City of Cumming v. Flowers*, 300 Ga. 820, 823 (3) (797 SE2d 846) (2017).

The Supreme Court of Georgia has distinguished between two types of zoning cases and explained that the procedures are different in the two types of cases. See *Moon v. Cobb County*, 256 Ga. 539, 539 (350 SE2d 461) (1986). In the first type, “a constitutional attack is made against a zoning ordinance[.]” *Id.* The constitutional issue “must be raised before the local governing body . . . in order to afford that body the opportunity to amend its ordinance to bring it within constitutional limits.” *Id.*; *Village Centers, Inc. v. DeKalb County*, 248 Ga. 177, 178 (2) (281 SE2d 522) (1981) (“Before litigants seek a declaration by a court of equity that a zoning ordinance is unconstitutional as applied to their property, they must apply to the local authorities for relief by rezoning.”) Local governing boards hearing such rezoning applications “are not sitting as judges,” rather, “the requirement of notice is afforded to them so that they may amend the zoning ordinance if it needs to be amended, not so they can hold the ordinance constitutional or unconstitutional.” (Citation and punctuation omitted.) *Ashkouti v. City of Suwanee*, 271 Ga. 154, 155 (516 SE2d 785) (1999). “When a zoning authority either grants or denies an application for re-zoning, it acts in a legislative capacity, and when the constitutionality of that legislative enactment is challenged in court, it is afforded de novo review, i.e., the superior court is not limited to examination of the evidence presented to the zoning authority.” *Stendahl*

v. Cobb County, 284 Ga. 525, 526 (1) (668 SE2d 723) (2008); see *Mayor & Aldermen of the City of Savannah v. Rauers*, 253 Ga. 675, 675 (1) (324 SE2d 173) (1985) (rejecting the proposed procedure of deciding a “constitutional challenge to the zoning ordinance on the basis of the evidence before the city council,” such that “no trial de novo” would be permitted, because “the zoning authority is acting in a legislative capacity, and the constitutionality of its action in denying rezoning (adhering to the existing zoning ordinance) is being challenged in court.”)

The second type of zoning case is “where a special permit is sought under terms set out in the ordinance. In these circumstances the landowner must present his case on its facts and the law to the local governing body. That body acts in a quasi-judicial capacity to determine the facts and apply the law.” (Citation and punctuation omitted.) *Moon*, 256 Ga. at 539. The second type of case is appealed to the superior court by writ of certiorari. *Flowers*, 300 Ga. at 825 (4) (“an administrative zoning body’s quasi-judicial decision comes within the scope of OCGA § 5-4-1 and thus is subject to appeal to the superior court by petition for certiorari.”) “When a party seeks certiorari review in the trial court of a decision of an administrative body acting in a quasi-judicial capacity, the trial court is bound by the facts and evidence presented to the administrative body.” (Citation and

punctuation omitted.) *Forsyth County v. Mommies Properties, LLC*, 359 Ga. App. 175, 184 (2) (855 SE2d 126) (2021). “The appropriate standard of review to be applied to issues of fact on writ of certiorari to the superior court is whether the decision below was supported by any evidence.” (Citation and punctuation omitted.) *Id.* at 176.

In *Diversified Holdings, LLP v. City of Suwanee*, 302 Ga. 597, 600-605 (II) (807 SE2d 876) (2017), the Supreme Court of Georgia concluded that, for purposes of determining whether a discretionary application under OCGA § 5-6-35 (a) (1) must be filed instead of a notice of appeal under OCGA § 5-6-34 (a) (1), rulings on rezoning applications are adjudicative in nature. The Supreme Court’s conclusion in *Diversified* calls into question the longstanding Georgia rule that a zoning authority’s grant or denial of a rezoning application is a legislative act subject to de novo review by a superior court. See *Stendahl*, 284 Ga. at 526 (1); *Rauers*, 253 Ga. at 675 (1). We recognize that there is a strong argument that, after *Diversified*, rezoning decisions must be treated as quasi-judicial acts which may be reviewed only by writ of certiorari.¹ However, in *Diversified*, the Supreme Court did not address whether a

¹ Under the recently enacted OCGA § 36-66-5.1, “zoning decisions,” which are defined by OCGA § 36-66-3 (4) to include “final legislative action by a local government which results in . . . [t]he adoption or denial of an amendment to a zoning

party challenging the denial of a rezoning application must file its suit as a petition for certiorari to the superior court under OCGA § 5-4-1. And a decision of our Supreme Court “is not precedent for a point it does not actually address and resolve[,]” *Ga. Dept. of Human Svcs. v. Addison*, 304 Ga. 425, 434 (4) n. 9 (819 SE2d 20) (2018), so *Diversified* is not precedent for the issue of whether the denial of a rezoning application may only be challenged by way of a writ of certiorari.² Under existing law, the superior court erred in concluding that the Board’s denial was a quasi-judicial zoning decision that could only be challenged by way of certiorari. See *Stendahl*, 284 Ga. at 526 (1); *Rauers*, 253 Ga. at 675 (1).

ordinance to rezone property from one zoning classification to another[,]” may be challenged by way of de novo review by the superior court in declaratory judgment or equity actions. OCGA § 36-66-5.1 (a) (1). In contrast, quasi-judicial decisions may be challenged only by petition for certiorari. OCGA § 36-66-5.1 (a) (2). However, OCGA § 36-66-5.1 only applies to zoning and quasi-judicial decisions occurring on or after July 1, 2022. See Ga. L. 2022, Act 881, § 2. Schroeder’s rezoning application was denied in 2019. Consequently, OCGA § 36-66-5.1 is inapplicable here.

² We note that in her concurrence in the denial of a discretionary application in *IDI Logistics, LLC v. City of Douglasville*, 312 Ga. 288, 288-289 (862 SE2d 324) (2021), Justice Warren (with Chief Justice Nahmias joining), citing *Stendahl*, *Rauers*, and *Diversified*, questioned whether “a party challenging the denial of a rezoning application must, in all instances, file its suit as a petition for certiorari to the superior court under OCGA § 5-4-1 et seq.”

2. Appellants argue that the superior court erred by concluding that the doctrine of sovereign immunity bars their claims against the County. Specifically, Appellants contend that sovereign immunity does not bar claims for inverse condemnation or claims seeking judicial review of a rezoning decision.³ We agree in part and disagree in part.

“The burden of demonstrating a waiver of sovereign immunity rests upon the party asserting it.” (Citation and punctuation omitted.) *Dept. of Transp. v. Mixon*, 312 Ga. 548, 550 (2) (a) (864 SE2d 67) (2021).

(a) *Inverse condemnation claim.*

“Inverse condemnation claims draw their meaning and remedies from the eminent domain provisions in the Fifth Amendment of the United States Constitution and Article I, Section III, Paragraph I of the Georgia Constitution, each of which protects against uncompensated ‘takings.’” *Diversified*, 302 Ga. at 605 (III). Article I, Section III, Paragraph I (a) of the Georgia Constitution (the “Just Compensation Provision”) provides that, as a general matter, “private property shall not be taken or

³ Although the Georgia Constitution was recently amended to provide a waiver of sovereign immunity in certain actions seeking declaratory relief, that amendment applies only to “acts which occur on or after January 1, 2021.” Ga. Const. of 1983, Art. I, Sec. II, Par. V (b) (1). Appellants do not contend that the recent amendment applies here.

damaged for public purposes without just and adequate compensation being first paid.”

In *Diversified*, the Supreme Court described inverse condemnation as a type of regulatory taking in which the government has effectively taken property without providing just compensation. *Id.* at 606-607 (III). “A plaintiff seeking to challenge a government regulation as an uncompensated exercise of the government’s eminent domain power must show that the regulation is so onerous that its effect is tantamount to a direct appropriation or ouster.” (Citation and punctuation omitted.) *Id.* at 607 (III). As the Court explained, “zoning is unlikely to be a fertile ground for inverse condemnation claims” because zoning “does not ordinarily present the kind of affirmative public use at the expense of the property owner that effects a taking[.]” *Id.* at 610 (III). The Court identified “the permanent, physical occupation of (or impact on) property” as the most straightforward type of inverse condemnation claim, *id.* at 607 (III), but did not limit inverse condemnation claims to such cases.

The Supreme Court of Georgia has long held that the Just Compensation Provision “waives sovereign immunity for inverse condemnation claims seeking monetary compensation.” *Mixon*, 312 Ga. at 548. In *Mixon*, the Supreme Court held that the Just Compensation Provision also waives sovereign immunity for claims

seeking injunctive relief “(1) where the Just Compensation Provision’s requirement of prepayment before a taking or damaging applies and has not yet been met; or (2) where the authority effecting a taking or damaging has not invoked the power of eminent domain.” *Id.*

Appellants’ complaint alleges an inverse condemnation claim and requests both damages and equitable relief. We find no evidence in the record that the County invoked the power of eminent domain with respect to the property at issue. Consequently, the superior court erred in finding that there was no waiver of sovereign immunity with respect to Appellants’ inverse condemnation claim. See *Mixon*, 312 Ga. at 548.

(b) *Substantive due process claim.*

In *Diversified*, the Supreme Court discussed the distinction between eminent domain and police power: “The police power of the governing authority is properly used to regulate property to prevent its use in a manner detrimental to the public interest, while the exercise of eminent domain involves the taking of property because it is needed for public use.” (Citation and punctuation omitted.) 302 Ga. at 605 (III). “When the property owner’s right to the unfettered use of his property confronts the

police power under which zoning is effected, due process guarantees act as a check against the arbitrary and capricious use of that police power.” Id. at 611 (III).

Appellants’ complaint includes a substantive due process claim. Appellants contend that because the power to zone land derives from constitutional provisions similar to those that permit the exercise of eminent domain, sovereign immunity does not bar superior court review of zoning ordinances under a substantive due process claim. In addition, Appellants argue that sovereign immunity does not bar superior court review of zoning cases because before sovereign immunity was enshrined in the Georgia Constitution, common law permitted superior courts to review zoning ordinances under substantive due process inquiries.

In *Dawson County Bd. of Commrs. v. Dawson Forest Holdings, LLC*, 357 Ga. App. 451, 454-456 (2) (850 SE2d 870) (2020), the Court of Appeals considered and rejected the argument that the doctrine of sovereign immunity does not apply to zoning cases. As we discussed in *Dawson*, in *Lathrop v. Deal*, 301 Ga. 408, 444 (IV) (801 SE2d 867) (2017), the Supreme Court of Georgia held that

[t]he constitutional doctrine of sovereign immunity bars any suit against the State to which it has not given its consent, including suits against state departments, agencies, and officers in their official capacities, and including suits for injunctive and declaratory relief from the

enforcement of allegedly unconstitutional laws. If the consent of the State is to be found, it must be found in the constitution itself or the statutory law.

In their complaint, Appellants assert claims against the County seeking injunctive and declaratory relief from the enforcement of an allegedly unconstitutional ordinance. And, counties are entitled to sovereign immunity. See *Harry v. Glynn County*, 269 Ga. 503, 504 (1) (501 SE2d 196) (1998). Thus, these claims fall within the above-cited rule articulated in *Lathrop*. See 301 Ga. at 444 (IV). Although Appellants argue that sovereign immunity does not apply because the zoning power derives from constitutional provisions *similar to* those that permit the exercise of eminent domain, they do not cite any constitutional or statutory authority that expressly or impliedly waives sovereign immunity for all zoning cases. Consequently, Appellants have not established that sovereign immunity has been waived for their substantive due process claim. See *Mixon*, 312 Ga. at 550 (2) (a); *Dawson*, 357 Ga. App. at 454-456 (2).

3. Because of our conclusion in Division 1 that the superior court erred in holding that the Board's denial of Appellants' rezoning request could only be challenged by way of certiorari, we need not address Appellants' alternative

arguments that they filed a proper petition for writ of certiorari and sovereign immunity is inapplicable to certiorari proceedings.

Judgment affirmed in part and reversed in part. Miller, P. J., and Pipkin, J., concur.



STAFF REPORT

Department: Community & Economic Development

Submitted By: Kathi Cook

Meeting Date: February 6, 2023

AGENDA ITEM:

ARC Livable Centers Grant Application for North Point District Infrastructure Framework Plan

Consideration of a 20% match for a \$200,000 grant application to the Atlanta Regional Commission for the purpose of planning a framework of public streets, public space, trails, and green infrastructure to advance the redevelopment of the 600-acre North Point Eco District.

STAFF RECOMMENDATION:

Approve authorization for submittal of the North Point Infrastructure Framework Plan grant application to the Atlanta Regional Commission.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$200,000 WITH PROPOSED FUNDING SOURCES CONSISTING OF GRANT PROCEEDS (\$160,000) AND CITY MATCH (\$40,000) FUNDED FROM NON-ALLOCATED WITHIN THE CAPITAL PROJECT FUND (FORECASTED BALANCE OF \$2.2 MILLION AFTER APPROVAL OF THIS REQUEST).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
North Point District Infrastructure Framework Plan (Grant Fund; 34074150-521200-TBD)	\$160,000
North Point District Infrastructure Framework Plan - City Match (Capital Project Fund; 30174150-521200-TBD)	\$40,000
Funding from Non-Allocated to Cover City Match (Capital Project Fund; 30190200-579000)	-\$40,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
ARC LCI Grant (34074150-331150-TBD)	\$160,000
-	\$0.00
-	\$0.00

ITEM DESCRIPTION:

The Atlanta Regional Commission (ARC) has issued a call for projects under its Livable Centers Initiative (LCI). This opportunity is specifically focused on supporting studies that will promote the program's goals to "re-envision communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services." Support comes in the form of grants that cover 80% of the cost of each project, with a 20% match being required of the recipient.

Staff is requesting authorization to apply for an LCI Study to continue our work in the North Point Eco District by developing concept plans and regulations that promote creation of the transportation and environmental infrastructure envisioned in the 2008 North Point LCI Plan, 2018 plan update, and the 2019 North Point Placemaking

Plan. The overall goal will be to create pedestrian scale blocks and reestablish environmental features as the properties are redeveloped.

The expected total cost of the study is \$200,000, so if funding is awarded, the grant would be \$160,000 and the City would be required to pay matching funds of \$40,000.

The application is due by February 28, and the ARC anticipates announcing the successful award recipients in April or May.

BACKGROUND:

Funded with federal transportation dollars, ARC's Livable Centers Initiative has invested over \$312 million since 2000 in more than 130 communities throughout the Atlanta region, helping pay for planning studies and the construction of transportation projects such as sidewalks and intersection improvements, to bring those visions to life. The ARC board has allocated \$600 million through 2050 for transportation projects resulting from completed LCI studies.

The LCI Program has four primary goals:

- Encourage a diversity of housing, employment, commercial, shopping and recreation land uses at the transit station, local and regional center level accessible by people of all ages, abilities, and income levels,
- Provide access to a range of travel modes including transit, roadways, walking and biking and increase roadway connectivity to provide optimal access to all uses within the study area
- Foster public-private partnerships and sustained community support through an outreach process that promotes the involvement of all stakeholders, including those historically underserved or underrepresented, and
- Encourage mixed-income residential neighborhoods, employment, shopping, and recreation options.

The City of Alpharetta has leveraged the LCI Program to develop studies and plans to guide the redevelopment of Downtown Alpharetta and the North Point Eco District and to fund construction of public infrastructure such as the bridge and pedestrian amenities on Encore Parkway and portions of the AlphaLoop.

ALTERNATIVES:

ATTACHMENTS:

1.	Resolution
2.	North Point Development Framework Plan Scope Outline
3.	North Point Development Framework - Placemaking Plan Exhibits
4.	North Point Infrastructure Study Area



RESOLUTION NO.

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE NORTH POINT DISTRICT INFRASTRUCTURE FRAMEWORK GRANT APPLICATION TO THE ATLANTA REGIONAL COMMISSION.

WHEREAS, the Alpharetta City Council adopted the North Point LCI Plan in 2008; and

WHEREAS, the Alpharetta City Council adopted the North Point LCI Plan update in 2018; and

WHEREAS, the Alpharetta City Council adopted the North Point Creative Placemaking Plan in 2019; and

WHEREAS, ARC provides local assistance programs to develop facets of the LCI plan within the designated study area, including the Catalytic LCI Study and Tactical LCI Study; and

WHEREAS, the City of Alpharetta seeks to participate in the LCI Program to prepare a Tactical LCI study within the North Point LCI Area to provide site level design concepts and transportation recommendations; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Alpharetta hereby that the submission of the North Point Infrastructure LCI grant application is hereby approved, and if awarded the Mayor is hereby authorized to execute award package with directives under the LCI Program; and

IT IS HEREBY FURTHER RESOLVED, that the Mayor and Council do hereby acknowledge and agree to provide up to \$40,0000 to fund their portion of a cash match equivalent to twenty percent (20%) of the total study amount.

North Point Development Framework Plan Scope Outline

Purpose	Building on the recommendations of the LCI and North Point Placemaking Plan, provide a framework of public streets, public space, trails and green infrastructure to guide high-value, sustainable redevelopment of auto-centric properties in the North Point area.
Duration	10-12 months
Disciplines	Planning, Landscape Architecture, Transportation Planning, Environmental Engineering, Civil Engineering

Background

The streets and blocks of the North Point District will create the framework on which all private investment is arrayed. This network of public ways can be designed to create both a walkable environment and high-value development parcels.

North Point currently has very large development blocks bordered by high-volume arterials. The recommended Development Framework creates a much finer-grained network of streets to encourage compact development and walkability. This network can be developed incrementally and built around existing major arterials and intersections.

The success of this approach hinges on how streets and adjacent development address features that drive value. There are two types of high-value frontages in North Point that can be leveraged: transportation corridors and green spaces.

In alignment with the LCI and North Point overlay, transportation corridors, such as North Point Parkway, are envisioned to support development that will address the street. This re-orientation of development creates valuable visibility and access for commercial uses and also contributes to traffic calming and the creation of a more walkable environment.

The second type of high-value frontage - green space - is largely untapped. All major urban parks and greens have public frontage which creates tremendous “beachfront” value for adjacent real estate and creates vital public access to park amenities.

North Point Placemaking Plan



North Point Development Framework Plan Scope Outline

Background, cont.

The Big Creek Greenway and North Point Mall Stormwater Park are examples of green assets that can provide this valuable frontage, and recent development is starting to leverage these amenities.

In addition to driving real estate value, green spaces can serve critical, multi-functional roles such as water quality infrastructure, community parks, and greenway transportation networks that provide tremendous benefits for economic and community development and fit perfectly with North Point's Eco-District designation.

One of the key features of the Big Creek stream corridor that has been largely lost over time is the network of tributaries that feed into the creek. Urban tributaries and floodplains are not suitable for development as homes or businesses, but are perfectly suited as public green spaces, public parks, and critical green infrastructure.

Alpharetta has a vested interest in the water quality within the Big Creek watershed, and improvements that protect and enhance the watershed should be considered priorities. Historic photos and the examination of extant stormwater infrastructure and topographical conditions suggest the locations of these former tributaries and offers exciting possibilities for the design of public space and development within the district. The exposure or re-creation of these tributaries allows the potential for significant water quality improvements as well as major improvements to habitat and habitat connectivity within the region.

The Development Framework for North Point recommends a comprehensive and bold approach to envisioning future development within the district that is anchored around these tributaries. By identifying the appropriate location for these tributaries within the district, they can serve as:

Green Infrastructure Regional stormwater management facilities that address water quality, and potentially water quantity, BMPs as well as improving the health of the stream and floodplain ecosystem.

Social Infrastructure Public parks and greens that provide community benefit and also serve as amenities which create value for adjacent real estate and development

Transportation Infrastructure Trail systems and greenways that serve local bicycle and pedestrian trips, increasing internal trip capture between local origins and destinations (reducing local vehicular trips), and providing highly visible and legible locations for bike and pedestrian crossings over the North Point Parkway.

North Point Development Framework Plan Scope Outline**Study Overview**

To ensure that redevelopment within the North Point District aligns with community-based plans and vision for a walkable, mixed-use district, the North Point Development Framework Plan will provide actionable guidance that aligns public policy, regulatory tools, public capital investment, and private investment. The Development Framework will provide clarity around the arrangement of public streets, public spaces, and infrastructure on which the private market can plan their development and investment.

Major Tasks*Development Planning*

Public Realm Planning: Develop the system of public parks, urban spaces, and preservation of natural features that will anchor development plans.

Development Scenarios & Development Capacity: Prepare conceptual development scenarios that provide both illustrative vision and land use data/metrics to guide transportation and utility planning.

Transportation Planning

Network Planning: Develop high-level demand calculations and distribution scenarios for vehicular and bike/ped traffic across proposed local street network

Local Transit Planning: Prepare functional diagrams for transit and multi-modal access for planned facilities (i.e., MARTA BRT)

Street Typologies: Prepare preliminary right-of-way requirements and cross-sections for proposed local network, and major intersection treatments at connection points to existing arterials.

Stormwater & Utility Planning

Watershed & Hydrologic Functional Alignment: Investigate and design infrastructure compatibly with historic site hydrology and natural flow patterns.

Stormwater Tributary Area & Capacity Planning: Prepare planning-level stormwater capacity and sizing based on development planning scenarios

Utility Capacity & Route Planning: Conduct high-level assessment of public/private utility capacity/condition and potential expansion routes to serve redevelopment.

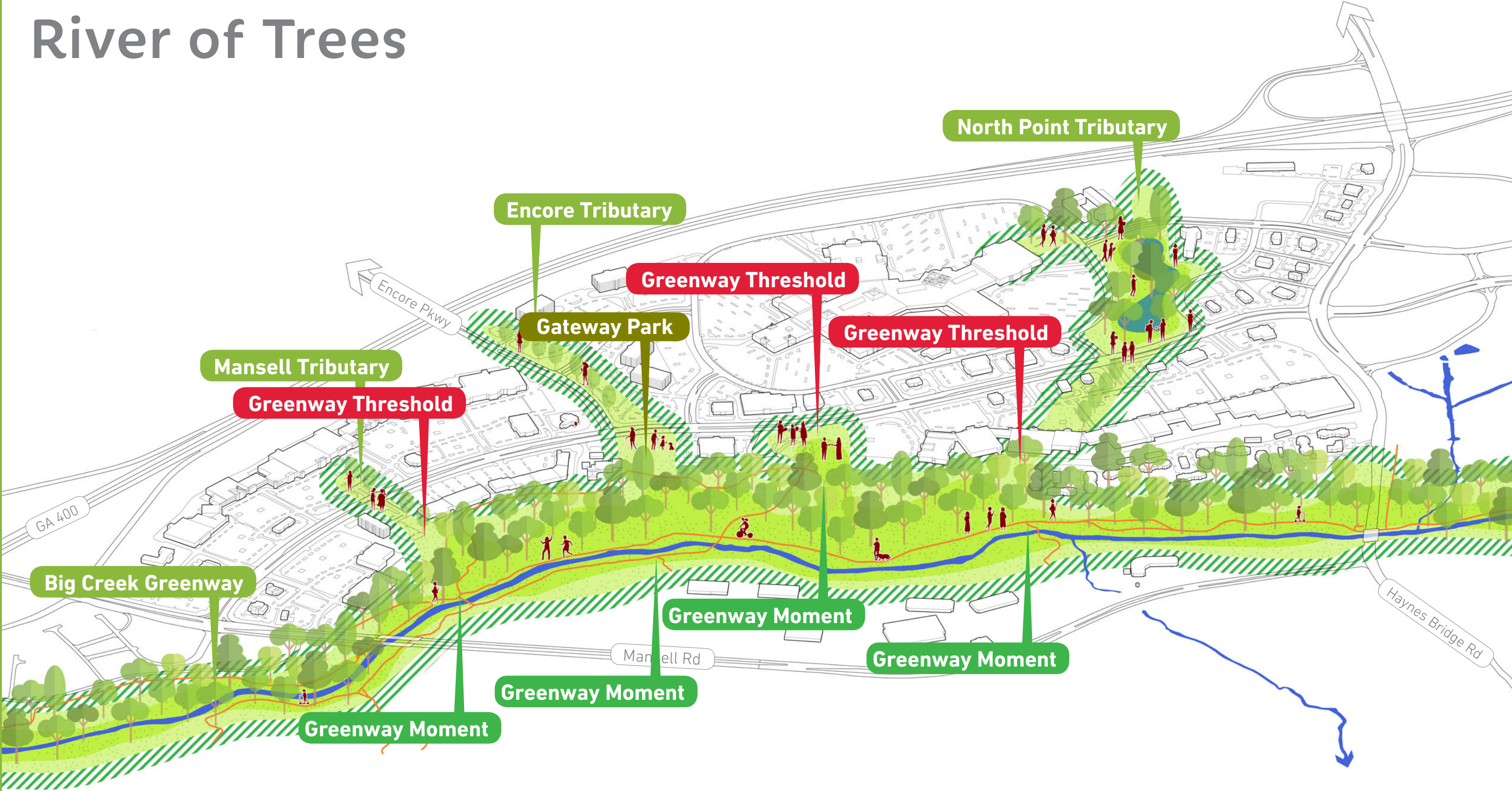
Final Deliverable and Usage

The Development Framework Plan deliverable will be a digital tool with supporting narrative documentation to proactively guide (and review) development proposals. The information will include planning-level design and engineering of a network of public streets, public spaces, utility infrastructure, and green (stormwater) infrastructure. The Development Framework may be paired with the creation of site and architectural design guidelines to further inform the character and quality of development within the district.

The PARKway

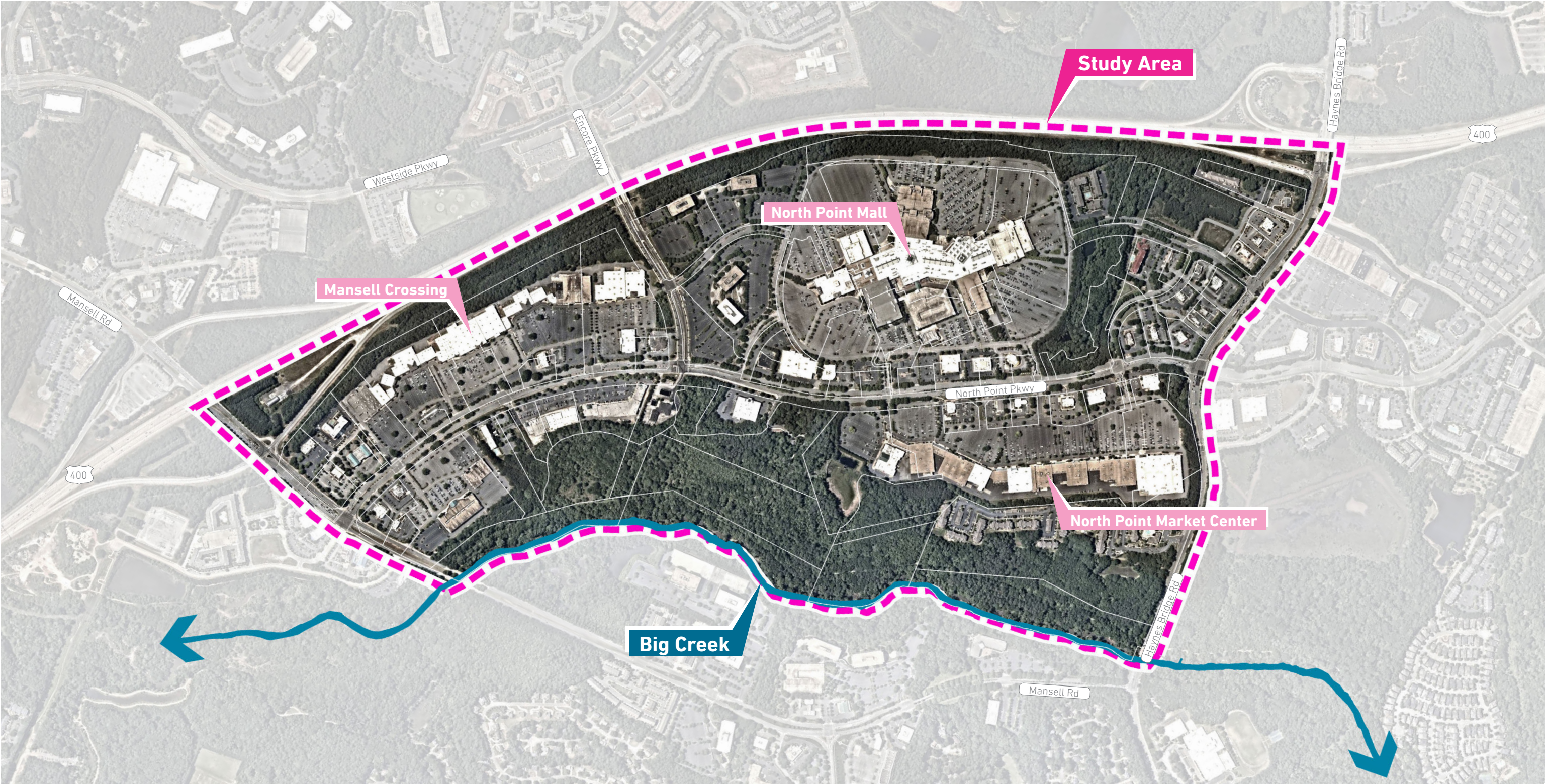


River of Trees



Aerial Image

Existing Conditions





STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By: N/A

Meeting Date: February 6, 2023

I. AGENDA ITEM TITLE: EQUESTRIAN ARENA 3 RENOVATION RFP # 23-104 CONTRACT AWARD
APPROVAL TO AWARD RFP # 23-104 CONTRACT TO LONGWOOD ARENAS LLC FOR THE RENOVATION OF ARENA #3 AT WILLS PARK EQUESTRIAN CENTER IN AN AMOUNT TOTALING \$434,085 AND AUTHORIZE THE MAYOR TO SIGN ALL NECESSARY DOCUMENTS.

II. RECOMMENDATION:

Award, as presented, the contract to Longwood Arenas, LLC for the renovation of Arena #3 at Wills Park Equestrian Center in an amount not to exceed \$434,085 and authorize the mayor to sign 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: \$434,085

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Wills Park Equestrian Center (Series 2022 Bond Fund; 31861150 541500 / C1911)	\$434,085

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

BACKGROUND & PROJECT DESCRIPTION:

With Competition Arena #1 complete, the Recreation, Parks, & Cultural Services Department staff has pivoted to the construction and renovation of the next arena as a continuation of the Wills Park Equestrian Center Master Plan. As part of the 2021 Bond Referendum, the next project is the renovation of the existing Competition Arena #3 at the Wills Park Equestrian Center. Following the permitted plans, the project will include enhancing the existing footing, fencing, irrigation, drainage, amenities, and storm water management.

Most of the design specifications, as provided by Pond & Company, for the renovation of Competition Arena #3 at Wills Park Equestrian Center are the same as was established for Competition Arena #1; same size arena, same fencing, same drainage system, and same footings. The differences between the two scopes are that the scope for Arena #3 includes demolition of existing fencing; demolition of the existing irrigation system; removal of existing footings; and minor work on the existing drainage inlets.

This project will be funded with a fifty percent match with the Wills Park Equestrian Foundation as agreed in the current MOU with the City of Alpharetta.

VENDOR SELECTION:

At City Council's request, staff worked with the Department of Finance to complete an RFP process for the project. RFP #23-104 proposals were due December 15, 2022. Staff then thoroughly reviewed the submittals to determine which vendor could provide the best quality of work within the project's scope and budget.

Longwood Arenas, LLC's proposed cost for construction of Competition Arena #3 totaled \$434,085 and they were the lowest responsive and responsible bidder. Included in the bid price is \$69,450 associated with the scope differences noted above. The base price after adjusting for the scope difference totals \$364,635 and is essentially flat with Arena #1. Additionally, staff has reviewed the \$69,450 costs associated with the

scope differences and believes them to be competitive given market conditions.

RECOMMENDATION EXPLANATION:

On October 18, 2021, ITB 22-004 was awarded to Longwood Arenas, LLC for construction of the Competition Arena #1 as the low-cost bidder on that project. Longwood Arenas, LLC completed the project expeditiously and exceeded staff expectations. Completion of Arena #1 was not only on-time and on-budget but included workmanship that exceeded staff and Foundation expectations.

Having been competitively priced and the added benefit of utilizing the same installer resulting in consistent maintenance requirements between both arenas, staff, in addition to the Equestrian Foundation, recommend Longwood Arenas, LLC as the vendor for renovation of Competition Arena #3.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. Deny awarding the RFP #23-104 contract to Longwood Arenas, LLC, and direct staff to undertake another formal RFP process to solicit bids from qualified companies for provision of design and renovation of Competition Arena #3 at Wills Park Equestrian Center.
2. Deny awarding the RFP #23-104 contract to Longwood Arenas, LLC, and cessation of the renovation of Competition Arena #3.

VI. ATTACHMENTS:

23-104 - Longwood Contract WP Equestrian Arena 3 Renovation, RFP 23-104 - WP Arena 3 Renovation, RFP 23-104 - WP Arena Reno Ph 4 (Q-58FJ), 23-104 - Wills Park Equestrian Arena 3 Renovation - Scoring Summary

**CONTRACT AGREEMENT
WILLS PARK EQUESTRIAN CENTER ARENA 3 RENOVATION,
PHASE 4 EXPANSION**

This Contract for Services for the City of Alpharetta is made and entered into and is effective _____, made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **LONGWOOD ARENAS LLC**, a Florida limited liability company with its principal office located at 10011 NW Hwy 225A, Ocala, FL 34482 (hereinafter, "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-104, dated November 10, 2022 (the "RFP"), including any addenda thereto, and the Contractor's Proposal, dated December 15, 2022, all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.
2. Scope of Services. The Contractor's duties and scope of services (the "Work") and, in general, include the following: all labor, material, and equipment to renovate and enhance the existing Competition Equine Arena 3 located at Wills Park Equestrian Center, within the City of Alpharetta.
3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **FOUR HUNDRED THIRTY-FOUR THOUSAND, EIGHTY-FIVE DOLLARS AND 00/100 (\$434,085.00)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the 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 shall be submitted to:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Kurt Kirby, kkirby@alpharetta.ga.us
CC: Ruby Flynn, rflynn@alpharetta.ga.us

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 shall submit 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 render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render 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 shall 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 shall 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 and/or for any liquidated damages due to the City. Acceptance of final payment shall 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. Commencement of Services and Final Completion.

- (a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.
- (b) Final Completion. When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.
- i. Time for Performance and Contract Term. Contractor shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion, and

fully complete the Work (i.e., achieve final completion) **within seventy-five (75) calendar days** of commencement of the Work following receipt of the Notice to Proceed.

- ii. Liquidated Damages. Liquidated damages will apply per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City for liquidated damages for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and liable to the City for liquidated damages per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.
 - (c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
 - (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.
5. Duration of Contract.
- (a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.
6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be

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

7. 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 shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall 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 shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall 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 shall 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, shall owe its primary duty of loyalty to the City.
8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. 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 shall provide copies of any such licenses, certifications or permits to the City upon request.
9. Insurance.
 - (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall 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 shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) 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 shall contain 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 shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall 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 shall 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 shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall 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 shall 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 shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (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 Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

11. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.
12. No Subcontractors. No subcontractor or consultant shall 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. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall 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 shall 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.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Longwood Arenas, LLC
10011 NW Hwy. 225A
Ocala FL 34482
Attn: Joseph Watkins
352-804-8932
joe@longwoodarenas.com

(b) If to the City, at the following address:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers
678-297-6103
mrodgers@alpharetta.ga.us

(c) With a copy to City's Project Manager:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Kurt Kirby
678-297-6162
kkirby@alpharetta.ga.us

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

16. 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 shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.
17. Compliance with Illegal Immigration Reform and Enforcement Act:
E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the 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 shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
 - 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?IS=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, shall comply with the requirements of O.C.G.A. § 13-10-91.
 - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall 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 A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall 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 shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
 - iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the 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 shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.
- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

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.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Jeff Strickland, City Attorney

LONGWOOD ARENAS, LLC

By: _____

Joseph Watkins, Member

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-104

RFP Title: Wills Park Equestrian Center Arena 3 Renovation, Phase 4 Expansion

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the conditions and requirements of any proposed Work within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within ninety (90) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified. O.C.G.A. § 36-91-50(c)

Acknowledging these statements, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or proposals, to reject any bid or proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or proposal that shows that a Offeror cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including

copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Proposals:

The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal by the Offeror;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document and contract draft. Vendors must notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Vendor must make this in writing notification either as a written question sent before the question deadline or with the Vendor's response.

We will address any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

1. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

2. Time for Completion & Liquidated Damages

The Contractor shall commence performance of the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed or otherwise in the Contract or by Special Provision. The Contractor shall be required to continuously pursue the Work without interruption to completion, and to achieve **Final Completion** of the Work **within seventy-five (75) calendar days**. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same.

Liquidated damages will apply per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City for liquidated damages for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and liable to the City for liquidated damages per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

3. Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

4. Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

5. Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

6. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

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

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

- b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>, operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A*, hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

7. Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

8. Termination

This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

9. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

10. Ownership of Work Product

In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

11. General Insurance Requirements

A. Required with each bid:

Bidders shall provide certificate of current Proof of Insurance.

B. Insurance Requirements:

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this ITB. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to

the City as to form or substance, or any of the carries issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
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Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

12. Retainage Requirements

For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

In the instance that change order is added to the contract value, total retainage to be withheld will increase proportionately.

No retainage shall be held from design services. Contractor must submit separate invoices for design services

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

13. Sample Contracting Documents

Subcontractor E-Verify Affidavit and Sub-Subcontractor E-Verify Affidavit: It is the responsibility of the awarded contractor to require all subcontractors and sub-subcontractors to complete the correct affidavit. It will be the duty of the awarded 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.

14. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

15. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English ability.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

16. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

17. Bonding Requirements

A. Bid Bond

A bid bond for 5% of bid total required and must be submitted with bid prior to bid due date/time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon will be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid will be returned to the **BIDDER**.

Refer to ITB Forms, Bid Bond for required Bid Bond form.

B. Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, must give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

“Performance bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond must be payable to, in favor of, and for the protection of the City.

“Payment bond” means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds must extend through the Final Completion date of the Project for an added sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Refer to Appendix C at the end of this document for Sample Performance and Payment Bond forms.

18. Invoicing, Payment Processing, ePayables

Replying to this ITB confirms Bidder's agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

Appendix A: City Truck Route Allowed Truck Routes and Map

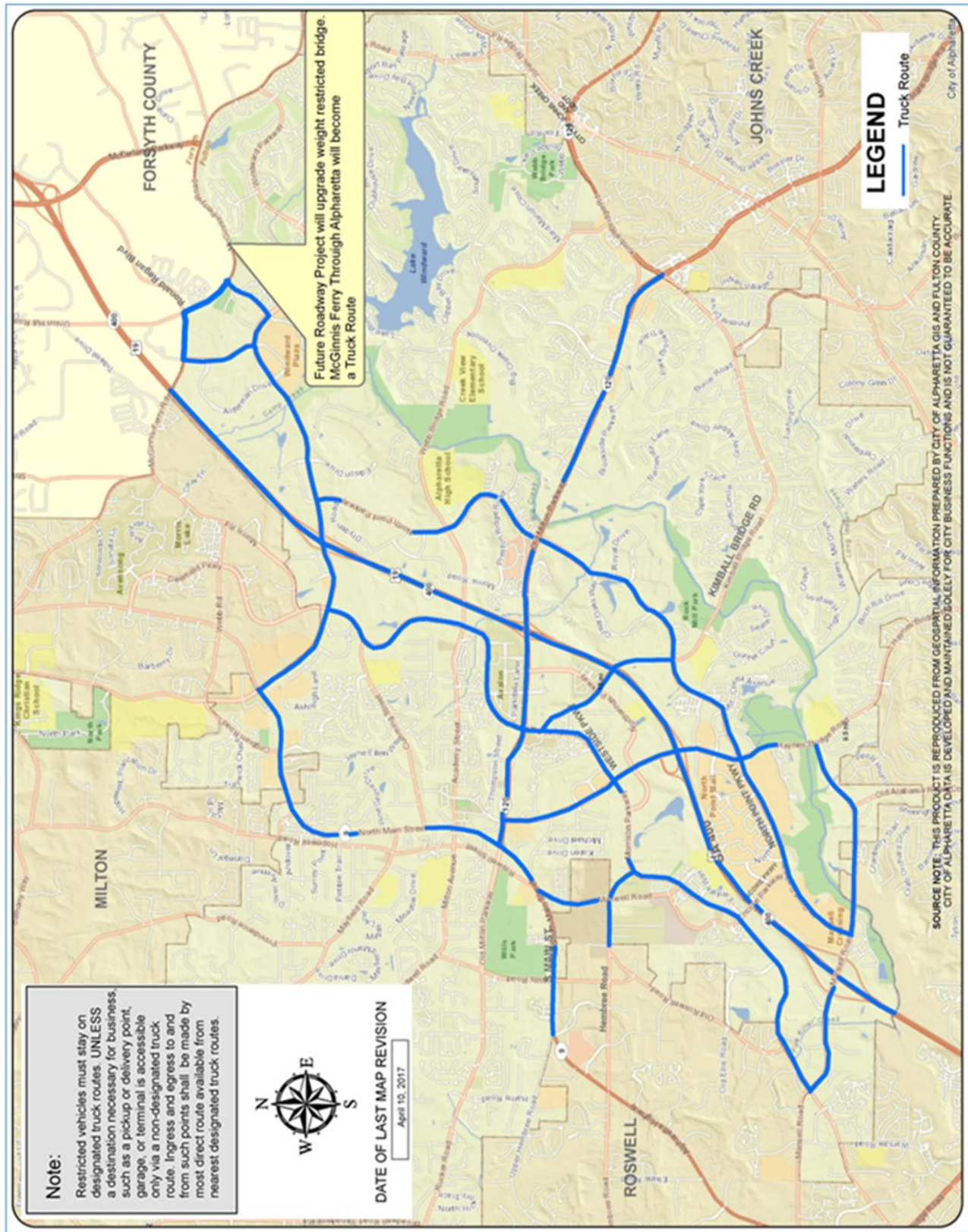
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.





Appendix B: Informational Forms

Do not return these forms with proposals. Only the awarded contractor will have to supply these bonds.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

**AFFIDAVIT VERIFYING SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires



Appendix C: Sample Contract Bond Forms

Do not return these forms with proposals. Only the awarded contractor will have to supply these bonds.

- A. 100% Performance Bond
- B. 100% Labor and Material Payment Bond

[The rest of page intentionally blank]

**100% Performance Bond**

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, 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 obligee, hereinafter called **CITY** and their successors and assigns, in the penal amount of _____ DOLLARS (\$_____) 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 _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

WILLS PARK EQUESTRIAN CENTER ARENA 3 RENOVATION, PHASE 4 EXPANSION more particularly described in the **CONTRACT** (hereafter called the **PROJECT**), including, but is not limited to, all labor, materials, and equipment to complete erosion control, demolitions, site preparation, grading, storm sewer structures, arena footing, fencing and gates, irrigation, gravel surfacing, landscaping, and cleanup as further described in plans and specifications. All work is within the City of Alpharetta 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

Page 2 of 2

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 _____ day of _____, 201____ .

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

Witness

By: _____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

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.



BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, 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 obligee, hereinafter called **CITY** and their successors and assigns, in the penal amount of _____ DOLLARS (\$_____) 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 _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

WILLS PARK EQUESTRIAN CENTER ARENA 3 RENOVATION, PHASE 4 EXPANSION more particularly described in the **CONTRACT** (hereafter called the **PROJECT**), including, but is not limited to, all labor, materials, and equipment to complete erosion control, demolitions, site preparation, grading, storm sewer structures, arena footing, fencing and gates, irrigation, gravel surfacing, landscaping, and cleanup as further described in plans and specifications. All work is within the City of Alpharetta

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

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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 is 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 _____ day of _____, 201____ .

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

SURETY: _____

Witness

By: _____ (Seal)
Georgia Representative



100% Labor and Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address:

Phone:

Fax:

Email:

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.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-104

RFP Title: Wills Park Equestrian Center Arena 3 Renovation, Phase 4 Expansion

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP November 10, 2022 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: December 15, 2022, 10:00 AM.**
We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this RFP.
4. **Pre-Proposal Site-Visit:** The City will hold a pre-proposal meeting to discuss specific project points. While this meeting is not mandatory, we highly recommend attendance by all interested Offerors.
 - a. **Meeting Date and Time: December 1, 2022 beginning at 2:00 PM Eastern**
 - b. Attendance is optional. Not a mandatory requirement.
 - c. The meeting will take place at the Wills Park Equestrian Center Concession Stand, 11915 Wills Road, Alpharetta, GA. (★ Shown in aerial photo below, circled in yellow.) Parking is available near Wills Road entry.
 - d. The intent of this meeting is to allow discussion and questions between bidders and our team members.

- e. Only project clarifications will be made verbally.
- f. Content changes are only made in writing by an official addendum issued by the City. Content changes may be in response to a bidder's written question.
- g. All written questions must be posted through the Bonfire bid posting page for this RFP.



5. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page, <https://cityofalpharetta.bonfirehub.com/>.
6. In each question, clearly state the RFP document and section, with page number, that is in question.
7. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
8. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that proposal have basic requirements and information.

3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a “best and final offer” to finally decide the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
 - a. Cover letter, business profile, and business information is required but not scored.
 - b. Required Forms are Pass/Fail.
 - c. Questionnaire scoring depends on information requested. Some questionnaire responses will be information only, while others may be pass fail such as addendum acknowledgement.
 - d. Bid Bond is Pass/Fail.

Evaluation Criteria	Maximum Points
Company experience and past performance, references for similar type work.	25
Technical Proposal, Project Approach, Timeline.	25
Experience / resume of proposed site project manager or crew leader. Lead person on site. Specialized expertise.	20
Cost Proposal,	30
Total Maximum point score	100

WHAT WE WANT TO DO

1. City’s Intent

The City of Alpharetta requesting proposals from qualified contractors to renovate and enhance the existing Competition Equine Arena 3 located at Wills Park Equestrian Center, within the City of Alpharetta. The arena is used throughout the year for horse shows contracted with our City.

The Synthetic/Fiber blend of arena footing noted in the plans and specifications must provide the highest quality competition surface available on the market, breed specific for the

Hunter/Jumper discipline. Using the approved civil plans provided, the contractor will submit a proposal to include, but may not be limited to, the necessary materials, equipment, and related work to renovate the arena to the plans and specifications provided by the City.

A review committee with representatives from the City and the equestrian foundation will evaluate the proposals presented to determine the best overall vendor for this Project. The project will be funded by 50% match, with funds provided by the City as well as the Wills Park Equestrian Foundation.

2. General Description

This renovation project is the final phase of a four-phase project. Under the same land disturbance permit, each prior phase has been completed in progression as funds have come available. Phase 4 is a revision of the current land disturbance permit (LDP) therefore the plans are part of an entire set of plans which include all four phases.

The remaining area that needs to be constructed is considered Arena 3 (Phase 4 in plan set). Specific related items of this phase are shown on these plan sheets: CD-102, CS-103, CG-104, CU-103, CE-102, CE-203, and CE-302. Sheets marked "ALL" have general project notes, details, etc. related to all project phases including this Phase 4 for Arena 3 Renovations. Please note that areas that do not need to be considered in pricing are screened back.

The specification manual provided is only related to the construction area for this Phase 4. In the specification manual, you will see that the construction entrance has changed to avoid damage to new construction completed in previous phases. No landscaping will be included in this phase.

3. Project Specific Scope of Work

- A. The Bidder shall commence the Work with adequate force and equipment within **ten (10)** calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work in **seventy-five (75) calendar days from Notice to Proceed**.
- B. The Bidder shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- C. Bonds:
 - 1. Bidders must submit a bid bond for 5% of Cost Proposal total and it must be submitted with each proposal prior to due date/time.
 - 2. Performance and Payment Bonds each in the amount of 100% of the awarded contractor's contract will be required.
- D. The City will withhold retainage of 5% of the gross value from each invoice or pay application submitted and approved for payment.

- E. Liquidated damages will apply per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. The following chart is from the referenced GDOT document and is provided here for reference only. This chart is in effect as of November 10, 2022. If this GDOT Standard Specifications document changes prior to an awarded contract for this project, any new liquidated damages chart will then apply.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
\$0	\$2,000,000	\$298	\$213
\$2,000,000	\$4,000,000	\$893	\$638
\$4,000,000	\$7,000,000	\$1,636	\$1,169
\$7,000,000	\$12,000,000	\$2,826	\$2,019
\$12,000,000	\$20,000,000	\$4,759	\$3,399
\$20,000,000	\$30,000,000	\$7,436	\$5,311
\$30,000,000	\$40,000,000	\$8,328	\$5,949
\$40,000,000	\$50,000,000	\$10,707	\$7,648
\$50,000,000		\$11,897	\$8,498

- F. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.

G. Permitted hours for Construction:

- Between the hours of 7:00 AM and 7:00 PM Monday through Friday.
- 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:
 - request is made at a minimum of 72 hours in advance of the start of the Saturday workday,
 - no events are scheduled at the Wills Park Equestrian Center, **and**
 - the workday is pre-approved by the Wills Park Manager.
- If pre-approved, work, is only permitted of Saturday between the hours of 9:00 AM and 5:00 PM.
- Work on Sunday is not permitted

H. Traffic control measures should not be required, but if necessary:

- 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.
- Should the Contractor decide to use police officers as part of their traffic control, only City of Alpharetta Police may be so used. Contact Sergeant Jomo Bent (678-297-6350) or Sergeant Dan Lambert (678-297-6361) with the City of Alpharetta Department of Public Safety.

- I. Where required, the Contractor shall be responsible for all required testing as set forth in the Technical Specifications. Testing services must be provided by an independent source. All testing costs shall be incorporated into the unit price for the associated line items.
- J. Utility coordination shall be the responsibility of the Contractor. Costs for utility relocations will be paid by the City directly to the utility owner.
- K. No landscaping is included with this phase of work. Contractor WILL NOT be responsible for the purchase or installation of trees, shrubs, or other plants shown on the Landscape Plans.
- L. Contractor WILL be responsible for inspection, maintenance, and repair of erosion and sedimentation control measure, including, but not limited to the purchase and installation of temporary or permanent seeding, mulch, and/or other stabilization items shown on the Erosion and Sediment Control.

4. Public Works Construction

According to Georgia Public Works Law, public works construction means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property *other than* road construction or the routine operation, repair, or maintenance of existing structures, buildings, or real property.

- A. No federal permits are anticipated for this project. Land Disturbance Permit from the City has been issued for this project.
- B. The City of Alpharetta has applied for a Stream Buffer Variance for this project. No work can commence until this permit is approved.
- C. Contractor shall submit an updated construction schedule with each application for payment.
- D. No rights of way and/or easements are required for this project. The work is within existing easements or within City-owned parcels or right of way.
- E. The Schedule of Items form will be used as the primary representation of each Bidder's cost/price. Evaluation of cost for this project will be by base bid plus selected alternates, if any.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal.

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats.

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
 - Format your documents using this outline:
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color (excludes photos, charts, section separators or headings), and
 - ☐ upload proposal in PDF format.

3. Proposal Submittal.

- 70 Points Combined Criteria:
 - a) Company Information (not in evaluation criteria, but required)
 - b) Company experience and past performance, references for similar type work.
 - c) Technical Proposal, Project Approach, Timeline.
 - d) Experience / resume of proposed site project manager or crew leader. Lead person on site. Specialized expertise.
- 30 Points for Cost Proposal

Section 1: Company Information.

- This document must be no more than **two (2)** pages,
- Each section below will make up the Company Information document. This document must be in the following order:
 - A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.
 - B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
 - C. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.

Section 2: Company experience and past performance, references for similar type work

- This document must be no more than six (6) pages,
- Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.
- **NOTE:** We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

Section 3: Technical Proposal, Project Approach, Timeline.

- This document must be no more than five (5) pages,

- A. Explain how the project team will approach this project.
- B. Discuss how the team will approach the project within a reasonable budget.
- C. Comment on how the team will manage interaction with City staff during construction.
- D. Discuss team organization, logical sequence of work, staff coordination, quality control, value engineering, life cycle costing, maintenance considerations, and other critical project components.
- E. Provide a preliminary schedule for the construction of the project noting major milestones. Comment on schedule options and how those will affect costs.
- F. Explain why your project approach is the most beneficial for our City. What are the specific reasons why your company and your approach will be successful, efficient, and cost effective?

Section 4: Experience / resume of proposed site project manager or crew leader. Lead person on site. Specialized expertise

- This document must be no more than five (5) pages,
 - A. Identify the proposed site manager or crew leader that will be on site for construction phase. Include the following information:
 1. How long has this individual been employed by this respondent?
 2. Years of experience as a project or site manager.
 3. Years of experience construction equestrian arenas such as we have described in this project.
 4. List any specialized expertise.
 5. What is the availability of this individual to devote time to the project?
 6. What is this individual's length of experience or employment with your company?
 7. Give 3 examples of specific experience relevant to this project.
 - B. Provide a one page resume for all key personnel and sub-consultants to work at this project..
 - C. Discuss how the location of the respondent and project staff will impact the project schedule, the coordination with the City's staff, and the project budget.

4. Cost Proposal *(Do not include with other proposal submittal sections 1 – 4 above)*

A cost proposal form is provided separately in Excel format and must be completed with each proposal. The Cost Proposal form requests costs to complete this project as outlined in plans and specifications.

In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City

Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified. O.C.G.A. § 36-91-50(c)

5. Bid Bond

We do not often require bid bonds in an RFP. But when we do need a bid bond, we will supply the bid bond form as a separate document for you to download. You will return the completed bid bond to us as a separate document.

6. Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your scoring if you return the forms separately.
- Below are the required forms for all proposals:
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
- ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A,B,Cs.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed

- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

7. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Addenda Acknowledgement, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Contract and T&C review Acknowledgement, Response Type: Yes, No entry.
- Insurance Requirement Acknowledgement, Response Type: Yes, No entry.
- Payment & Performance Bond, and Retainage Acknowledgment, Response Type: Yes, No entry.
- Note any Exceptions to Contract T&Cs, Response Type: text entry.

CIVIL GENERAL NOTES:

- THE CONTRACTOR SHALL COMPLY WITH ALL CITY OF ALPHARETTA AND STATE OF GEORGIA GUIDELINES AND REGULATIONS APPLICABLE TO CONSTRUCTION OF THIS SITE.
2. ALL DIMENSIONS ARE TAKEN FROM/TO FENCELINES, PROPERTY LINES, EDGE OF PAVEMENT, CENTERLINE OF UTILITY, CENTERLINE OF MANHOLE OR CATCH BASIN, CENTERLINE OF ROAD, FACE OF CURB, CENTER OF PAINT STRIPE, AND FACE OF WALL OR BUILDING UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROL MEASURES DAILY AND DURING PROLONGED PERIODS OF CONTINUOUS RAINFALL EVENTS TO ENSURE THAT ALL CONTROLS ARE FUNCTIONING PROPERLY. DAMAGED CONTROLS SHALL BE REPLACED BY THE END OF THE WORKDAY. SEE SHEET CE-101 - CE-504 FOR EROSION AND SEDIMENTATION CONTROL PLANS.
4. CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS, DURING ALL PHASES OF CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED-UP SET OF DESIGN DRAWINGS SHOWING "AS-BUILT" CONDITIONS. THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO THE OWNER UPON REQUEST. THE MARK-UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS.
6. ALL INITIAL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES MUST BE IN PLACE PRIOR TO ANY LAND DISTURBANCE.
7. EXISTING CONDITIONS SHOWN ARE FROM A BOUNDARY AND TOPOGRAPHIC SURVEY OF WILLS PARK, PREPARED BY: TETRA TECH, DATED 09/27/2019.
8. THERE ARE NO KNOWN EXISTING LANDFILLS OR PROPOSED ON-SITE BURY PITS.
9. THERE IS NO FLOODPLAIN LOCATED ON-SITE.
10. CONTRACTOR SHALL PROVIDE ONE COMPLETE HARD COPY, PDF, AND CAD FILE FOR THE AS-BUILT SURVEY OF EACH STORMWATER MANAGEMENT AREA, INCLUDING A DETAILED SKETCH OF ALL AS-BUILT OUTLET CONTROL STRUCTURES. ALL PREPARED AND SEALED BY A REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA. THE PROVIDED SURVEY SHOULD MEET ALL REQUIREMENTS OF THE CITY OF ALPHARETTA, AND SHOULD BE FULLY ADEQUATE FOR MODELING. IF ISSUES ARE DISCOVERED DURING MODELING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING UPDATED SURVEY THAT MEETS THE REQUIREMENTS ABOVE, AND FOR THE ADDITIONAL MODELING COSTS BY THE ENGINEER. THIS SHALL APPLY TO EACH ITERATION OF MODIFICATIONS REQUIRED.
11. CONTRACTOR TO ENSURE ALL EXISTING TOPS OF MANHOLES AND VALVE BOXES ARE RAISED OR LOWERED TO BE FLUSH WITH FINISHED GRADES, UNLESS NOTED OTHERWISE.
12. ALL NEW PAVEMENT AND SIDEWALKS SHALL BE CONSTRUCTED FLUSH WITH EXISTING HIGH ON PONDING OF STORMWATER, UNLESS NOTED OTHERWISE.
13. CONTRACTOR SHALL GRADE ALL DISTURBED AREAS TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND TO DRAINAGE STRUCTURES OR DITCHES. NATURAL FLOW OF SURROUNDING WATERS SHALL NOT BE DISTURBED DURING CONSTRUCTION, UNLESS SHOWN OTHERWISE.
14. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, COORDINATES, AND DIMENSIONAL INFORMATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BRING ALL DISCREPANCIES TO THE ATTENTION OF THE DESIGNER PRIOR TO STARTING CONSTRUCTION.
15. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY.
16. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER IMMEDIATELY.
17. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS.
18. THE CONTRACTOR SHALL COORDINATE DISCONNECTION OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY PROVIDER.
19. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED RECORD EASEMENTS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE, SHALL BE FULLY BORNE BY THE CONTRACTOR.
20. CONTRACTOR SHALL FURNISH AND MAINTAIN ANY AND ALL NECESSARY BARRICADES AROUND THE WORK AND PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION. IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
21. CONTRACTOR TO MOVE ALL CONSTRUCTION DEBRIS OFF THE PROPERTY AND DISPOSE DEBRIS AT A LEGAL, PERMITTED LANDFILL CONSISTENT WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.

SURVEY REFERENCE NOTES:

1. SEE THE INCLUDED SURVEY (SHEET C003-006) FOR APPLICABLE SURVEY NOTES

GENERAL SITE DEMOLITION NOTES:

1. "DEMOLISH" SHALL MEAN TO REMOVE AN OBJECT IN ITS ENTIRETY. RESTORE GRADES AND SURFACE IMPROVEMENTS TO MATCH EXISTING CONDITIONS OR PER REQUIREMENTS OF NEW WORK, WHICHEVER IS APPLICABLE.
2. EROSION AND SEDIMENTATION CONTROL MEASURES AND TEMPORARY CONSTRUCTION FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OR CONCURRENT WITH DEMOLITION. SEE SHEETS CE-101 AND CE-505 FOR THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN.
3. CONTRACTOR SHALL ESTABLISH SURVEY CONTROL NETWORK OUTSIDE LIMITS OF DEMOLITION PRIOR TO COMMENCEMENT OF WORK. THIS WORK MUST BE PERFORMED BY A GEORGIA LICENSED LAND SURVEYOR.
4. ALL DEMOLITION WORK SHALL BE COORDINATED WITH CONTRACTOR'S SCHEDULE, LOGISTICS PLAN (APPROVED BY OWNER), EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PRIOR TO WORK.
5. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.

GRADING AND EARTHWORK NOTES:

1. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES TO PREVENT SATURATION OF EXPOSED SOILS IN CASE OF SUDDEN RAINS. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION.
2. CONTRACTOR SHALL INSTALL ALL PERIMETER EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO ANY SITE CLEARING OR EXCAVATION.
3. ALL SITES SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION OF ORGANIC MATTER AND WASTE. ELEVATIONS SHOWN ARE BASED ON N.A.D. 1983. (SEE SURVEY). THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING AND MAINTAINING A BENCHMARK FOR THE PROJECT, AND FOR ANY REQUIRED ELEVATION TRANSLATION.

EROSION CONTROL NOTES:

1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES PRIOR TO, LAND DISTURBING ACTIVITIES.
2. EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION AND SEDIMENT CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
3. SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES INDICATING THE 1/3 FULL VOLUME.
4. MAINTENANCE OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES, WHETHER TEMPORARY OR PERMANENT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. A 50-FOOT UNDISTURBED BUFFER AND A 75-FOOT IMPERVIOUS SETBACK IS TO BE MAINTAINED ADJACENT TO ALL STREAMS.
6. TEMPORARY SEDIMENT STORAGE FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY CONSTRUCTION OR GRADING.
7. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY VEGETATION OR MULCH IF LAND-DISTURBING ACTIVITIES CEASE FOR MORE THAN 14 CALENDAR DAYS.
8. ALL FILL SLOPES SHALL HAVE SILT FENCE PLACED AT THE SLOPE'S TOE.
9. CONCENTRATED FLOW AREAS AND ALL SLOPES STEEPER THAN 3:1 WITH A HEIGHT OF TEN FEET OR GREATER SHALL BE STABILIZED WITH THE APPROPRIATE EROSION CONTROL MATTING OR BLANKET.
10. THE PROFESSIONAL WHO SEALS THIS PLAN CERTIFIES UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HERIN BY THE PROFESSIONAL OR THE PROFESSIONAL'S AUTHORIZED AGENT, UNDER THE PROFESSIONAL'S DIRECT SUPERVISION.

ABBREVIATIONS

PRVT	PRIVATE
PROP	PROPOSED
PSI	POUND PER SQUARE INCH
PSUS	PALMETTO STATE UTILITY SERVICES
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RD	UNDERGROUND ROOF DRAIN
RECP	ROLLED EROSION CONTROL PRODUCT
R/W	RIGHT-OF-WAY
S	SOUTH
SD	STORM DRAIN
SDWK	SIDEWALK
SF	SQUARE FEET
SN	SIGN
S.R.	STATE ROUTE
SS	SANITARY SEWER
SSMH	SANITARY MANHOLE
STA	STATION
STD	STANDARD
STRUC.	STRUCTURE
TBM	TOPOGRAPHY BENCH MARK
TEMP.	TEMPORARY
TOS	TOP OF SLAB
T.S.	TOP OF STAIR (LAST TREAD)
TYP	TYPICAL
TOW	TOP OF WALL
UDP	UNIFIED DEVELOPMENT PLAN
VCP	VITRIFIED CLAY PIPE
W/	WITH
WM	WATER METER
WOS	WATERS OF THE STATE
WV	WATER VALVE
B&B	BALLED AND BURLAPPED
CAL	CALIPER

CITY OF ALPHARETTA NOTES:

1. SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBING ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.
2. APPROVED PLANS AND NPDES DAILY LOG MUST BE ON SITE AT ALL TIMES.
3. CONTRACTOR MUST ATTEND CITY OF ALPHARETTA PRE-CONSTRUCTION CLASS PRIOR TO SITE INITIATION.
4. ALL STORM DRAINS AND DROP INLETS WILL HAVE 4" PERMANENT POLLUTION PREVENTION MARKERS INSTALLED PRIOR TO INSPECTION. MARKERS ARE AVAILABLE AT CITY OF ALPHARETTA ENGINEERING/PUBLIC WORKS DEPARTMENT 678-297-6200.

ABBREVIATIONS

&	AND
Ø	DIAMETER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS
A.K.A.	ALSO KNOWN AS
APPROX.	APPROXIMATE
ASTM	AMERICAN SOCIETY FOR TESTING OF MATERIALS
ATFP	ANTI-TERRORISM/FORCE PROTECTION
AWWA	AMERICAN WATER WORKS ASSOCIATION
BLDG.	BUILDING
BC	BACK OF CURB
BFP	BACKFLOW PREVENTER
BMP	BEST MANAGEMENT PRACTICE
BOW	BOTTOM OF WALL AT FINISHED GRADE
B.S.	BOTTOM OF STAIR (LAST TREAD)
BSTP	TELEPHONE PEDESTAL
BVCE	BEGINNING VERTICAL CURVE ELEVATION
BVCS	BEGINNING VERTICAL CURVE STATION
CL	CENTERLINE
CB	CATCH BASIN
C&G	CURB AND GUTTER
C.O.	CLEAN OUT
COR	CONTRACTING OFFICER'S REPRESENTATIVE
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
C.I.	CAST IRON
CJ	CONTRACTION JOINT
CONC.	CONCRETE
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARDS
DI	DROP INLET
DIA.	DIAMETER
D.I.	DROP INLET
DIP	DUCTILE IRON PIPE
DOT	DEPARTMENT OF TRANSPORTATION
DWG	DRAWING
E	EASTING
EISA	ENERGY INDEPENDENCE SECURITY ACT
EJ	EXPANSION JOINT
ELEV.	ELEVATION
EOI	END OF INFORMATION
EP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
ESMT	EASEMENT
EVCE	ENDING VERTICAL CURVE ELEVATION
EVCS	ENDING VERTICAL CURVE STATION
EW	EACH WAY
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FKA	FORMERLY KNOWN AS
FOM	FIBER OPTICS MARKER
FT.	FEET
G	GAS
G.A.B.	GRADED AGGREGATE BASE
GAL	GALLON
GP	GUARD POST
GV	GATE VALVE
HDPE	HIGH-DENSITY POLYETHYLENE
HP	HIGH POINT / DRAINAGE DIVIDE
HW	HEADWALL
HYD	HYDRANT
ICV	IRRIGATION CONTROL VALVE
I.E.	INVERT ELEVATION
IPF	IRON PIN FOUND
INV.	INVERT
IPS	IRON PIN SET
IN.	INCH
JB	JUNCTION BOX
L	LENGTH
LEV	LOW EMISSION VEHICLE
LF	LINEAR FEET
LP	LOW POINT
LVC	LENGTH OF VERTICAL CURVE
M	METER
MAX.	MAXIMUM
M.E.	MATCH ELEVATION
MECH	MECHANICAL
MH	MANHOLE
MIN.	MINIMUM
MNS	MAGNETIC NAIL SET
MON	MONUMENT
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
NBCB	NORTH CAROLINA BUILDING CODE
N	NORTHING
N/A	NOT APPLICABLE
N/F	NOW OR FORMERLY
NIC	NOT IN CONTRACT
NSA	NATIONAL STONE ASSOCIATION
O.C.	ON CENTER
PCC	PORTLAND CEMENT CONCRETE
PIV	POST INDICATOR VALVE
POB	POINT OF BEGINNING
POV	PRIVATELY OWNED VEHICLE
PP	POWER POLE

SYMBOLS LEGEND

EXISTING	NEW	DESCRIPTION
N/A		DEMOLISH AND REMOVE EXISTING ASPHALT AND CONCRETE PAVEMENT
N/A		DEMOLISH SITE UTILITY
N/A	X	DEMOLISH SITE FEATURE
N/A	— LOD —	LIMITS OF DISTURBANCE
--- 3 ---	— 33 —	1' CONTOUR
--- 5 ---	— 35 —	5' CONTOUR
		DOUBLE WING CATCH BASIN
N/A		DROP INLET
N/A		FLARED END SECTION
N/A		GRATE INLET
N/A		JUNCTION BOX
-----		STORM DRAIN PIPE
N/A	-----	UNDERGROUND ROOF DRAIN PIPE
N/A		SURFACE FLOW DIRECTION
x ELEV	ELEV	SPOT ELEVATION
N/A	-----	DRAINAGE SWALE
N/A		RIP RAP
--- SS ---	--- SS ---	SANITARY SEWER LINE - GRAVITY
		SANITARY SEWER MANHOLE
		SANITARY SEWER CLEANOUT
--- W ---	--- F ---	WATER MAIN - FIRE PROTECTION
--- W ---	--- W ---	WATER MAIN - DOMESTIC
		WATER METER
N/A		POST INDICATOR VALVE
		WATER VALVE
N/A		FIRE DEPARTMENT CONNECTION
		FIRE HYDRANT
N/A		REDUCER
N/A	--- G ---	GAS LINE
	N/A	GAS VALVE
--- ~ ---	N/A	OVERHEAD ELECTRIC
--- UE ---	--- E ---	UNDERGROUND ELECTRIC
--- UC ---	N/A	UNDERGROUND COMMUNICATION
	N/A	COMMUNICATION MANHOLE
--- FO ---	N/A	UNDERGROUND FIBER OPTIC
		TRANSFORMER
N/A		NUMBER OF PARKING SPACES
	N/A	POWER POLE
	N/A	LIGHT POLE
-x-x-x-x-x-x-	--- X --- X ---	CHAINLINK FENCE
18"P	N/A	TREE
N/A	--- SF ---	SILT FENCE
N/A	--- TPF ---	TREE PROTECTION FENCE
		SIGN
N/A		HEADWALL
N/A		JUNCTION BOX
	N/A	MONITORING WELL
	N/A	MAIL BOX
N/A	--- UD ---	UNDER DRAINS
x	x	SPOT ELEVATION
-----	-----	PROPERTY LINE
N/A	ME	MAINTENANCE EASEMENT
N/A	AE	ACCESS EASEMENT
N/A	DE	DRAINAGE EASEMENT



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3500 Parkway Ln, Ste. 500
Peachtree Corners, GA 30092,
Phone 678.336.7740

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[illegible]

DESIGNED BY:	DATE: NOVEMBER 3, 2020	
DWN BY:	CKD BY:	SOLICITATION NO.:
HEB	KOH	-
SUBMITTED BY:	CONTRACT NO.:	
HEB	-	
FILE NAME:	FILE NUMBER:	
-	-	
SIZE:	PLOT SCALE:	PLOT DATE:
27" x 34"		

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND**

CULTURE

1825 OLD MILTON PKWY,
ALPHARETTA, GA. 30009

POND PROJECT No. 1200671

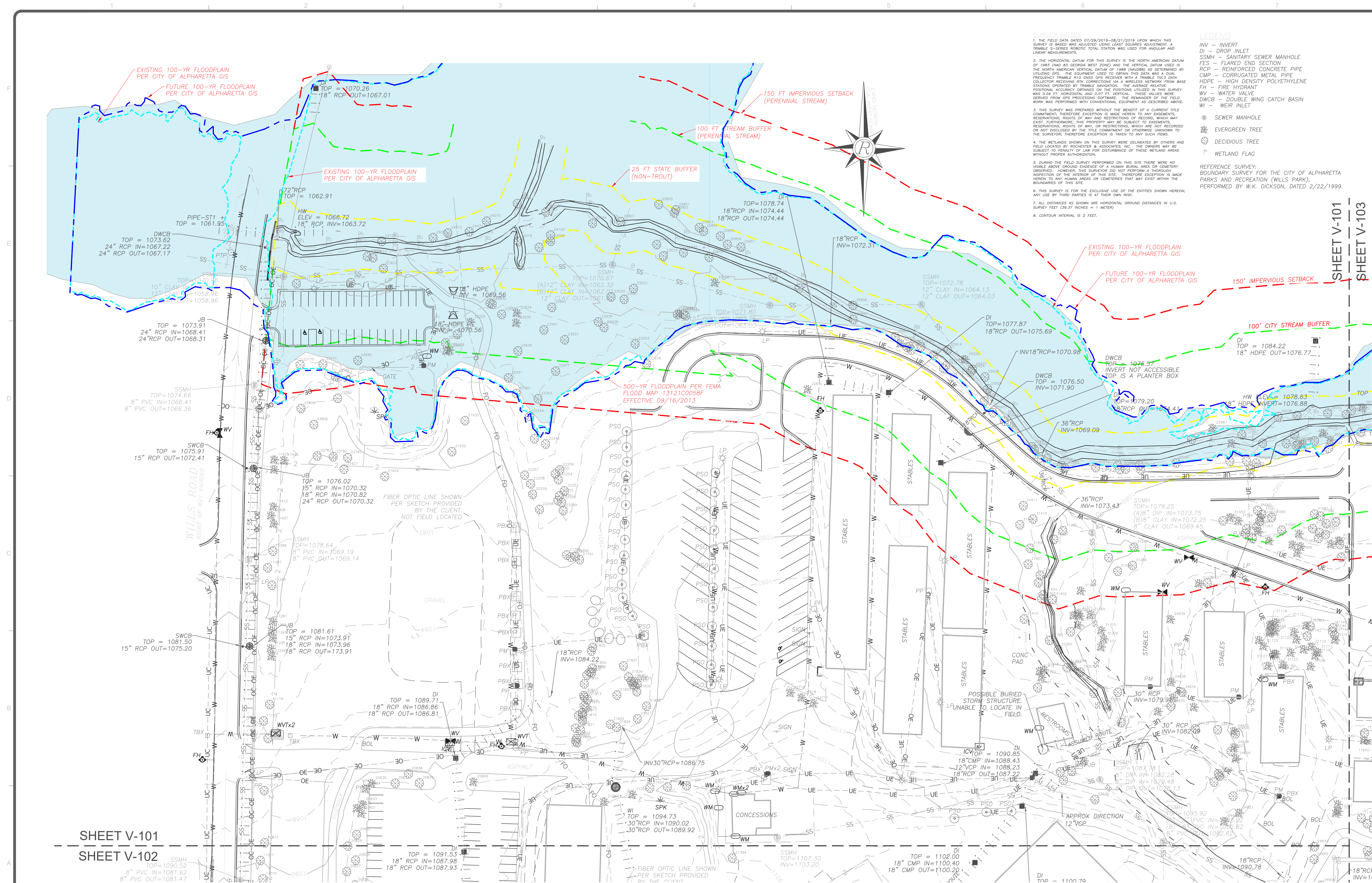
WILLS PARK EQUESTRIAN CENTER

11915 WILLS RD,
CITY OF ALPHARETTA, GEORGIA, 30009

GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND

SHEET
IDENTIFICATION
NUMBER

C-001



SURVEY NOTES

1. THE FIELD DATA DATED 07/29/2019-08/21/2019 UPON WHICH THIS SURVEY IS BASED WAS ADJUSTED USING LEAST SQUARES ADJUSTMENT. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE) AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R10 GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING PPK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR. THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
4. THE WETLANDS SHOWN ON THIS SURVEY WERE DELINEATED BY OTHERS AND FIELD LOCATED BY ROCHESTER & ASSOCIATES, INC. THE OWNERS MAY BE SUBJECT TO PENALTY OF LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION.
5. DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WERE NO VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
6. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
7. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (0.937 INCHES = 1 METER).
8. CONTOUR INTERVAL IS 2 FEET.

LEGEND

- INV - INVERT
DI - DROP INLET
SSMH - SANITARY SEWER MANHOLE
FES - FLARED END SECTION
RCP - REINFORCED CONCRETE PIPE
CMP - CORRUGATED METAL PIPE
HDPE - HIGH DENSITY POLYETHYLENE
FH - FIRE HYDRANT
WV - WATER VALVE
DWCB - DOUBLE WING CATCH BASIN
WI - WEIR INLET
- SEWER MANHOLE
EVERGREEN TREE
DECIDUOUS TREE
WETLAND FLAG

REFERENCE SURVEY:
BOUNDARY SURVEY FOR THE CITY OF ALPHARETTA
PARKS AND RECREATION (WILLS PARK),
PERFORMED BY W.K. DICKSON, DATED 2/22/1999.

SHEET V-101
SHEET V-103

TETRA TECH



MARK	DATE	DESCRIPTION
BY	9/27/19	EXISTING CONDITIONS

CITY OF ALPHARETTA
WILLS PARK
EXISTING CONDITIONS

Project No.: F216011.113
Designed By:
Drawn By:
Checked By:

V-101

Bar Measures 1 inch

C-004

SHEET V-101
SHEET V-102

SSMH
TOP=1090.52
8" PVC IN=1081.62
8" PVC OUT=1081.47

SWCB
TOP = 1092.23
15" RCP OUT=1085.83

JB
TOP = 1092.43
15" RCP IN=1085.68
18" RCP IN=1081.93
18" RCP OUT=1081.83

DI
TOP = 1092.99
18" RCP OUT=1089.79

SSMH
TOP=1099.39
(A) 6" DIP IN=1090.19
(B) 8" PVC IN=1089.64
8" PVC OUT=1089.59

SWCB
TOP = 1105.57
15" RCP OUT=1100.97

JB
TOP = 1105.81
15" RCP IN=1099.81
18" RCP OUT=1099.81

SWCB
TOP = 1119.63
18" RCP IN=1109.78
18" RCP OUT=1109.78

SSMH
TOP=1122.82
8" PVC IN=1111.82
8" PVC OUT=1110.02

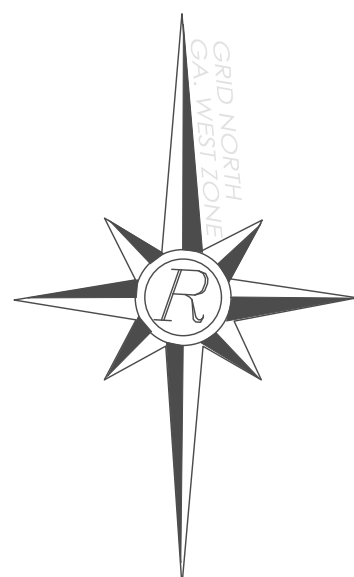
SSMH
TOP=1128.82
6" PVC IN=1121.42
8" PVC IN=1121.37
8" PVC OUT=1120.47

SSMH
TOP=1145.52
8" PVC IN=1134.42
8" PVC OUT=1134.42

SSMH
TOP=1148.07
8" PVC OUT=1138.07

LEGEND
INV - INVERT
DI - DROP INLET
SSMH - SANITARY SEWER MANHOLE
FES - FLARED END SECTION
RCP - REINFORCED CONCRETE PIPE
CMP - CORRUGATED METAL PIPE
HDPE - HIGH DENSITY POLYETHYLENE
FH - FIRE HYDRANT
WV - WATER VALVE
DWCB - DOUBLE WING CATCH BASIN
WI - WEIR INLET

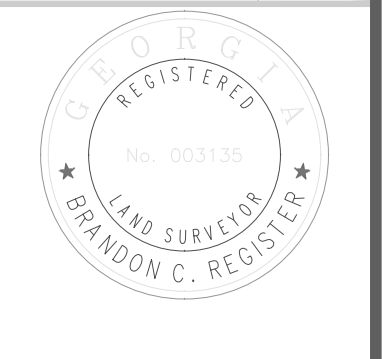
● SEWER MANHOLE
● EVERGREEN TREE
● DECIDUOUS TREE
P WETLAND FLAG



SHEET V-102

STREAMS AND STREAM BUFFERS SHOWN HEREIN HAVE BEEN AGREED UPON BY THE CITY OF ALPHARETTA STAFF AND POND ENVIRONMENTAL TEAM AND ARE DOCUMENTED IN FURTHER DETAIL IN THE POND ENVIRONMENTAL STUDY REPORT PREPARED FOR WILLS PARK ON 8/12/2020
STREAM BUFFERS, FLOODPLAIN, WETLANDS AND OTHER ENVIRONMENTALLY SENSITIVE AREAS EXISTS ON SITE AND THE EXACT LIMITS OF THE SITE CONSTRAINTS ARE TO BE COORDINATED WITH THE CITY'S COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS PRIOR TO FUTURE REDEVELOPMENT.

TETRA TECH
www.tetratech.com
1889 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339
Phone: (770) 850-0949

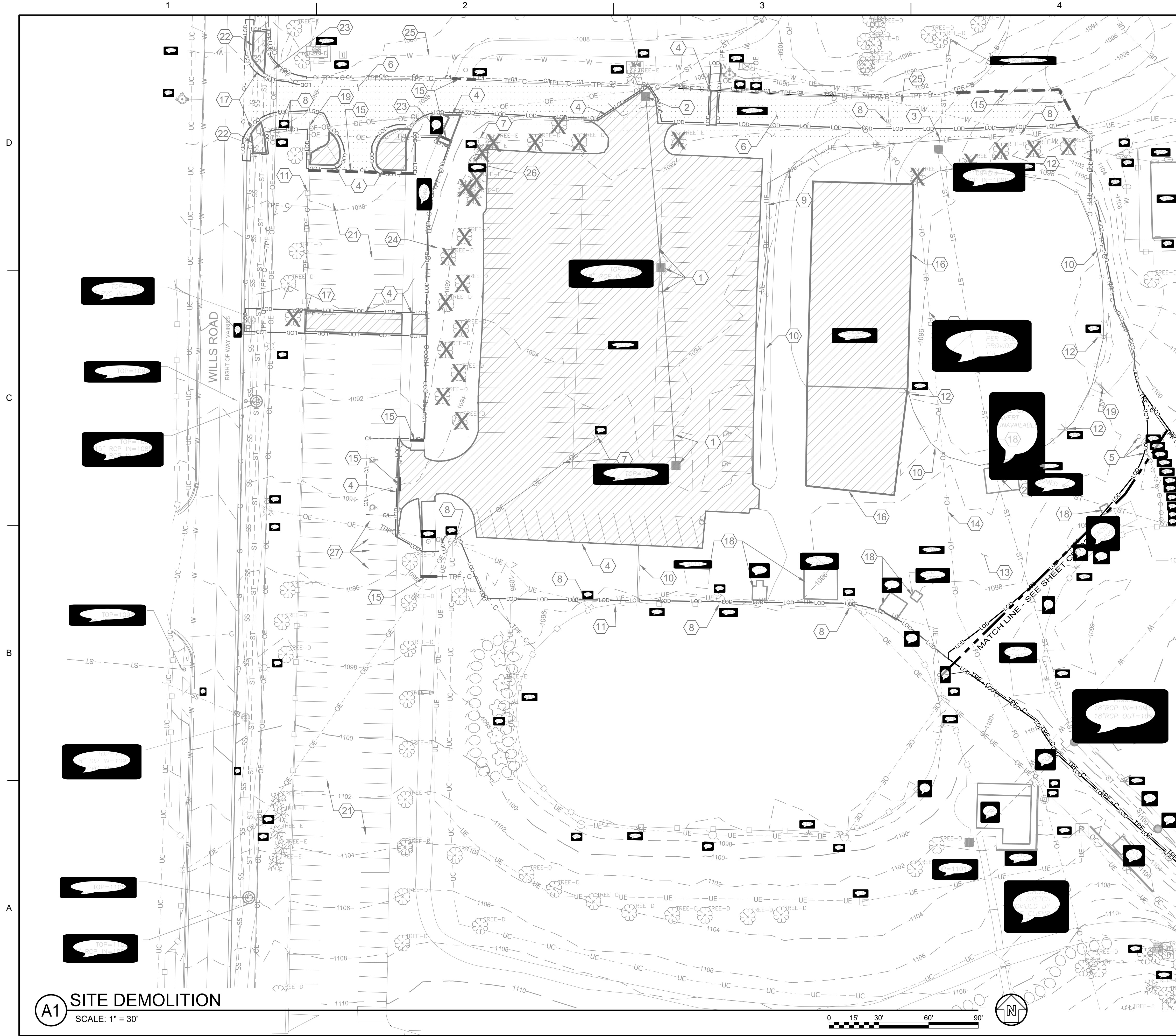


MARK	DATE	DESCRIPTION
BY	9/27/19	EXISTING CONDITIONS

CITY OF ALPHARETTA
WILLS PARK
EXISTING CONDITIONS

Project No.: F216011.113
Designed By:
Drawn By:
Checked By:

V-102



GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. SEE TREE REMOVAL AND REPLACEMENT PLANS FOR INFORMATION ON DEMOLITION OF EXISTING TREES.
4. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
5. SEE TREE PROTECTION PLANS FOR INFORMATION ON TREE REMOVAL AND DEMOLITION.
6. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY DEMOLITION OR EARTH DISTURBANCE. SEE SHEETS CE-101 - CE-301 FOR EROSION CONTROL PLANS.

SHEET KEYNOTES

1. EXISTING INLET AND STORM SEWER PIPING TO BE DEMOLISHED.
2. EXISTING STORM INLET TO REMAIN. ADJUST TOP OF INLET TO BE FLUSH WITH ROADWAY GRADE AND TO ELIMINATE DIP.
3. EXISTING WEIR INLET TO BE ADJUSTED TO FINISHED GRADE AND REPLACE WITH GRATE TOP.
4. EXISTING ASPHALT PAVEMENT TO BE DEMOLISHED. CLEANLY SAWCUT AGAINST EDGE OF EXISTING ASPHALT PAVEMENT TO REMAIN.
5. EXISTING BOLLARD TO BE DEMOLISHED.
6. EXISTING ASPHALT PAVEMENT TO BE SEALCOATED. SEE SITE PLAN FOR DETAILS.
7. EXISTING LIGHT POLE AND ASSOCIATED ELECTRICAL FEEDS TO BE DEMOLISHED.
8. EXISTING LIGHT POLE AND ASSOCIATED ELECTRICAL INFRASTRUCTURE TO REMAIN. CONTRACTOR TO PRESERVE AND PROTECT DURING ALL CONSTRUCTION ACTIVITIES.
9. PORTION OF EXISTING UNDERGROUND ELECTRIC TO BE DEMOLISHED. STUB OUT FOR FUTURE USE.
10. ARENA FENCING TO BE DEMOLISHED.
11. FENCING TO REMAIN. CONTRACTOR TO PRESERVE AND PROTECT DURING ALL CONSTRUCTION ACTIVITIES.
12. ARENA SPRINKLERS TO BE DEMOLISHED.
13. EXISTING GRAVEL WITHIN LIMITS OF DISTURBANCE TO BE DEMOLISHED.
14. FIBER OPTIC LINE TO REMAIN. CONTRACTOR TO PRESERVE AND PROTECT DURING ALL CONSTRUCTION ACTIVITIES.
15. TEMPORARY BARRICADES TO PREVENT PUBLIC ACCESS TO CONSTRUCTION SITE. MAY BE REMOVED DURING GRAVEL RESURFACING WORK.
16. MAINTENANCE SHED FOUNDATION AND SLAB TO BE DEMOLISHED.
17. EXISTING CURB AND GUTTER TO BE DEMOLISHED.
18. EXISTING STRUCTURES TO BE RELOCATED AS NEEDED. CONTRACTOR TO COORDINATE WITH OWNER.
19. FENCE SECTION TO BE REMOVED.
20. EXISTING INLET TO REMAIN. CONTRACTOR TO CLEAN OUT INLET AND ADJUST TOP TO FINISHED GRADE. (INLET CURRENTLY BURIED)
21. EXISTING ASPHALT PARKING TO REMAIN, CONTRACTOR TO PRESERVE AND PROTECT.
22. EXISTING CONCRETE SIDEWALK TO BE DEMOLISHED
23. APPROXIMATE LOCATION OF EXISTING SIGNAGE TO BE RELOCATED. SEE SHEET CS-101.
24. PLANT IDENTIFICATION SIGN TO BE RELOCATED PER NOTE ON SHEET LP-101.
25. EXISTING COUNTY MAINTAINED 8 IN WATER LINE TO REMAIN.
26. EXISTING FLAGPOLE AND SIGN TO BE RELOCATED. SEE SHEET CS-101.
27. ERADICATE EXISTING ADA PARKING STRIPING AND REMOVE SIGNAGE. SEE SITE PLANS FOR NEW LOCATION OF ADA PARKING.

DEMOLITION LEGEND

- SURFACE IMPROVEMENTS (SLABS, PAVEMENTS, CURBING, ETC.) TO BE DEMOLISHED UNLESS OTHERWISE NOTED
- UTILITY, WALLS, FENCES, TO BE DEMOLISHED (UNLESS OTHERWISE NOTED)
- EXISTING TREE TO BE REMOVED
- CONSTRUCTION LIMITS
- TYPE B TREE PROTECTION FENCE, TYP - SEE DETAIL ON SHEET LD-102
- TYPE C TREE PROTECTION FENCE, TYP. - SEE DETAIL ON SHEET LD-102
- LIMITS OF DISTURBANCE
- TEMPORARY BARRICADES



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FULTON COUNTY PROJECT NUMBER 20-084WR

3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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DATE	DESIGNED BY	DATE	DESIGNED BY	DATE	DESIGNED BY	DATE	DESIGNED BY	DATE	DESIGNED BY
NOVEMBER 3, 2020	WILLIS	NOVEMBER 3, 2020	WILLIS	NOVEMBER 3, 2020	WILLIS	NOVEMBER 3, 2020	WILLIS	NOVEMBER 3, 2020	WILLIS

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE

1825 OLD MILTON PKWY.
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

SITE DEMOLITION

SHEET
IDENTIFICATION
NUMBER

CD-101

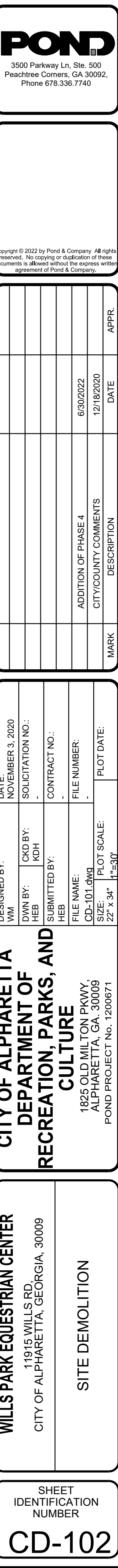
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3. SEE TREE REMOVAL AND REPLACEMENT PLANS FOR INFORMATION ON DEMOLITION OF EXISTING TREES.
4. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
5. SEE TREE PROTECTION PLANS FOR INFORMATION ON TREE REMOVAL AND DEMOLITION.
6. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY DEMOLITION OR EARTH DISTURBANCE. SEE SHEETS CE-101 - CE-301 FOR EROSION CONTROL PLANS.

0. EXISTING BOLLARD TO BE DEMOLISHED.
3. EXISTING LIGHT POLE AND ASSOCIATED ELECTRICAL INFRASTRUCTURE TO REMAIN. CONTRACTOR TO PRESERVE AND PROTECT DURING ALL CONSTRUCTION ACTIVITIES.
0. ARENA FENCING TO BE DEMOLISHED.
2. ARENA SPRINKLERS TO BE DEMOLISHED.
3. EXISTING GRAVEL WITHIN LIMITS OF DISTURBANCE TO BE DEMOLISHED.
4. FIBER OPTIC LINE TO REMAIN. CONTRACTOR TO PRESERVE AND PROTECT DURING ALL CONSTRUCTION ACTIVITIES.
8. EXISTING STRUCTURES TO BE RELOCATED AS NEEDED. CONTRACTOR TO COORDINATE WITH OWNER.
9. EXISTING FENCING TO BE REMOVED.
23. APPROXIMATE LOCATION OF EXISTING SIGNAGE TO BE RELOCATED. SEE SHEET CS-101.
27. EXISTING ARENA FOOTING TO BE DEMOLISHED.
28. TOP OF EXISTING STORM STRUCTURE TO BE ADJUSTED TO NEW ELEVATION AND REPLACED WITH NEW GRADE INLET TOP. SEE GRADING PLANS FOR ADDITIONAL INFORMATION.

	SURFACE IMPROVEMENTS (SLABS, PAVEMENTS, CURBING, ETC.) TO BE DEMOLISHED UNLESS OTHERWISE NOTED
	UTILITY, WALLS, FENCES, TO BE DEMOLISHED (UNLESS OTHERWISE NOTED)
	EXISTING TREE TO BE REMOVED
	CONSTRUCTION LIMITS
	TYPE B TREE PROTECTION FENCE, TYP - SEE DETAIL ON SHEET LD-102
	TYPE C TREE PROTECTION FENCE, TYP. - SEE DETAIL ON SHEET LD-102
	LIMITS OF DISTURBANCE
	TEMPORARY BARRICADES

Know what's below.
Call before you dig
Dial 811
Or Call 800-282-7411

FULTON COUNTY PROJECT NUMBER 20-084WR



FILE NAME: \\sartlighter\Projects\FY20120067104_CAD_BIM\04.02 CAD\CS-101.dwg PLOTTED: Thursday, October 20, 2022

A1 SITE PLAN - PHASE 1
SCALE: 1" = 30'

WILLS ROAD
RIGHT OF WAY VARIES

MAINTAIN PUBLIC ROADWAY ACCESS TO THE
GREATEST EXTENT REASONABLY POSSIBLE.
COORDINATE ROAD CLOSURES WITH THE CITY
PARKS STAFF WITH A MINIMUM OF 1 WEEK NOTICE.



GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

SHEET KEYNOTES

1. NEW ASPHALT PAVING. (DETAIL A1/C-501)
2. SEALCOAT ASPHALT. INSTALL SEALCOAT OVER TOPCOAT OF NEW ASPHALT FOR UNIFORM FINISHED SURFACE.
3. NEW 4" WIDE STRIPE PAVEMENT MARKINGS AS SHOWN. (TYPICAL)
4. RELOCATED EXISTING CROSSWALK SIGNAGE AND TRAIL SIGNAGE.
5. NEW 24" CURB AND GUTTER. (DETAIL A2/C-501)
6. NOT USED
7. RESTRIPE EXISTING PARKING LOT.
8. NEW ADA RAMP TYPE-D. (DETAIL A3/C-502)
9. NEW CONCRETE SIDEWALK. (DETAIL C3/C-501)
10. NEW CROSSWALK. (DETAIL D4/C-501)
11. NEW 18" THERMOPLASTIC STOP BAR.
12. RELOCATE EXISTING STOP SIGN.
13. TRANSITION CURB FROM 6" HIGH TO 0" HIGH IN 6 LINEAR FEET. (DETAIL A2/C-501)
14. POSSIBLE LOCATION OF FUTURE MONUMENT SIGN. (NOT IN CONTRACT)
15. POSSIBLE LOCATION OF FUTURE ARTWORK. (NOT IN CONTRACT)
16. LOCATION OF PROPOSED BIORETENTION. SEE GRADING PLAN.
17. GRAVEL PAVING. REUSE EXISTING STOCKPILED GRAVEL IF CLEAN. ADD ADDITIONAL GRAVEL AS NECESSARY.
18. RELOCATED FLAG POLE. COORDINATE FINAL LOCATION IN FIELD WITH OWNER.
19. RELOCATED SIGN. COORDINATE FINAL LOCATION IN FIELD WITH OWNER.
20. NEW ADA PARKING STRIPING AND SIGNAGE. (DETAIL C1/C-501)

PARKING SPACES:

REMOVED REGULAR PARKING SPACES: 105
REMOVED H/C ADA PARKING SPACES: 3

LEGEND:

- PROPOSED CONCRETE SIDEWALK (DETAIL C2/C-501)
- PROPOSED ASPHALT PAVING/PATCHING (DETAIL B1/C-501)
- SEALCOAT ASPHALT PAVING
- PROPOSED GRAVEL PAVING (DETAIL A1/C-501)
- PROPOSED BIORETENTION (DETAIL C3/C-502)

SITE AREA:

2,741,666 SQ. FT. - 62.94 ACRES

DISTURBED AREA:

177,856 SQ. FT. - 4.11 ACRES



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Call before you dig.
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Or Call 800-282-7411

FULTON COUNTY PROJECT NUMBER 20-084WR



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MARK	DESCRIPTION	DATE	APPR.
	CITY REVIEW COMMENTS	8/15/2022	
	CITY/COUNTY COMMENTS	12/18/2020	

DESIGNED BY:	DATE:	NOVEMBER 3, 2020
DRAWN BY:	NOVEMBER 3, 2020	
CHECKED BY:		
SUBMITTED BY:	CONTRACT NO.:	
FILE NAME:	FILE NUMBER:	
CS-101.dwg		
SIZE:	PLOT SCALE:	PLOT DATE:
22" x 34"	1" = 30'	

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**
1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

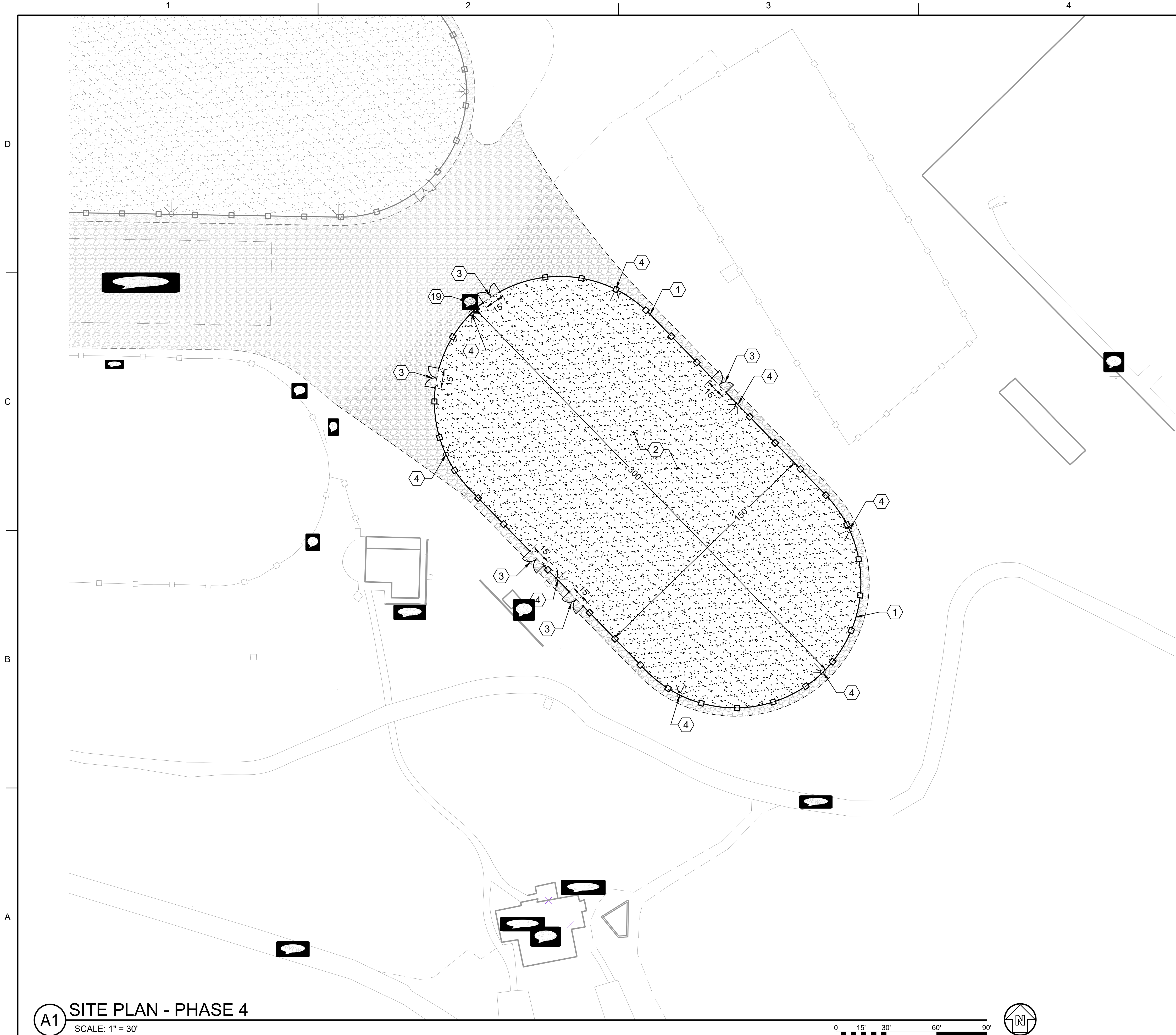
WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

SITE PLAN - PHASE 1

SHEET
IDENTIFICATION
NUMBER

CS-101

FILE NAME: \\safflighter\Projects\FY2012067104.CAD_BIM\04.02 CAD\CS-101.dwg PLOTTED: Thursday, October 20, 2022



A1 SITE PLAN - PHASE 4
SCALE: 1" = 30'

GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

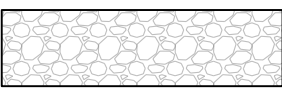
SHEET KEYNOTES

1. WOODEN EQUESTRIAN FENCING SURROUNDING ARENA. (DETAIL C1/C-504)
2. NEW EQUESTRIAN ARENA BASE. (DETAIL A1/C-505)
3. DOUBLE SWING ARENA GATE. (DETAIL B1/C-505)
4. SPRINKLERS AS SHOWN, MOUNTED TO TOP OF POST. (DETAIL C3/C-505)
19. RELOCATED SIGN. COORDINATE FINAL LOCATION IN FIELD WITH OWNER.

LEGEND:



PROPOSED EQUESTRIAN FOOTING
(DETAIL A1/C-504)



PROPOSED GRAVEL PAVING (DETAIL
A1/C-501)



Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

FULTON COUNTY PROJECT NUMBER 20-084WR

3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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MARK	DESCRIPTION	DATE	APPR.
	CITY REVIEW COMMENTS	9/15/2022	
	ADDITION OF PHASE 4	6/30/2022	
	CITY/COUNTY COMMENTS	12/18/2020	

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE

1825 OLD MILTON PKWY,
ALPHARETTA, GA. 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

SITE PLAN - PHASE 4

SHEET
IDENTIFICATION
NUMBER

CS-103



SCALE: 1" = 30'



Know what's below.
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Dial 811
Or Call 800-282-7411

1. REFER TO C-001 AND C-002 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
2. REFER TO CG-201 FOR STORM PROFILES.
3. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND TOWARD DRAINAGE STRUCTURES.
4. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
5. NO GRADED SLOPE SHALL EXCEED 2H: 1V.
6. ALL METAL PIPES TO BE FULLY BITUMINOUS, ASPHALT OR ALUMINUM COATED WITH PAVED INVERTS. ROW-LOCK INVERTS REQUIRED ON ALL STORM STRUCTURES IN RIGHT-OF-WAY.

1. NEW DROP INLET. (DETAIL A1/C-502)
2. NEW STORM SEWER, TYPICAL. SEE PROFILES ON CG-201 FOR ADDITIONAL INFORMATION.
3. NEW OUTLET CONTROL STRUCTURE. (DETAIL C1/C-502)
4. NEW FRENCH DRAIN. 6" PERFORATED FLEXIBLE HDPE, WRAPPED IN PERVIOUS GEOTEXTILE FILTER FABRIC, SLOPED TO DRAIN (DETAIL A4/C-501)
5. TIE INTO EXISTING STRUCTURE.
6. NEW NYLOPLAST DRAIN INLET (DETAIL A4/C-504)
7. EXISTING WEIR INLET TO BE ADJUSTED TO FINISHED GRADE AND REPLACE WITH GRATE TOP.
8. EXISTING INLET TO REMAIN. CONTRACTOR TO CLEAN OUT INLET AND ADJUST TOP TO FINISHED GRADE. (INLET CURRENTLY BURIED)
9. NEW FRENCH DRAIN CLEANOUT.
10. NEW FLARED END SECTION.(DETAIL A1/C-504)
11. TOP OF EXISTING STRUCTURE TO BE ADJUSTED TO FINISHED GRADE OF MILL AND OVERLAY.
12. IN PHASE 1, ARENA AREA TO BE LEFT AT SUBGRADE ELEVATION (12" LOWER THAN FINAL GRADE AS SHOWN), COMPACTED PER PLANS AND SPECIFICATIONS, READY FOR PHASE 2 CONTRACTOR TO INSTALL SUB DRAINAGE AND ARENA FOOTING.
13. INSTALL FOREBAY 20' LONG AT BOTTOM, 12" DEEP, 3:1 SIDE SLOPES.

	LIMITS OF DISTURBANCE
	DRAINAGE LINE
	PROPOSED BIORETENTION AREA (DETAIL C4/C-502)
	NEW STORM PIPE
	NEW STORM INLET
	NEW MANHOLE (STORM OR SANITARY)



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DESIGNED BY: WM	DATE: NOVEMBER 3, 2020	
DWN BY: HEB	OKO BY: KDH	SOLICITATION NO.: -
SUBMITTED BY: HEB	CONTRACT NO.: -	
FILE NAME: CG-101.dwg	FILE NUMBER: -	
SIZE: 22" x 34"	PLOT SCALE: 1"=30'	PLOT DATE: 11-03-2020

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**

OLD MILTON PKWY,

ALPHARETTA, GA. 30009
AND PROJECT No. 1200671

04

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD,
CITY OF ALPHARETTA, GEORGIA, 30009

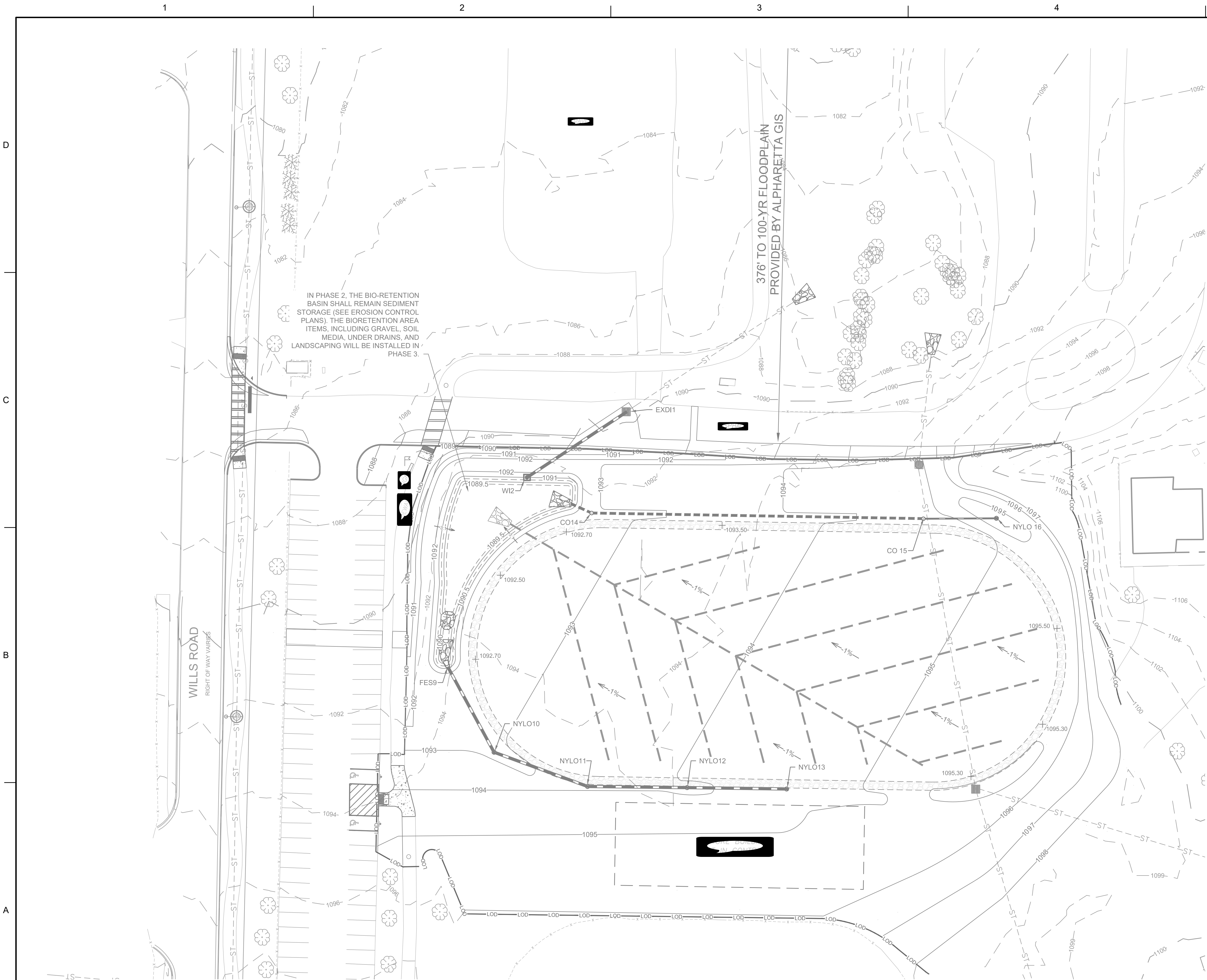
11915 WILLS RD,
PHARETTA, GEORGIA, 30009

GRADING PLAN - PHASE 1

SHEET
NOTIFICATION
NUMBER

CG-101

FILE NAME: \\safflighter\Projects\FY20120067104_CAD_BIM\04.02 CAD\CG-101.dwg PLOTTED: Thursday, October 20, 2022



GENERAL SHEET NOTES

1. REFER TO C-001 AND C-002 FOR GENERAL NOTES, LEGEND, AND ABBREVIATIONS.
2. REFER TO CG-201 FOR STORM PROFILES.
3. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND TOWARD DRAINAGE STRUCTURES.
4. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
5. NO GRADED SLOPE SHALL EXCEED 2H: 1V.
6. ALL METAL PIPES TO BE FULLY BITUMINOUS, ASPHALT OR ALUMINUM COATED WITH PAVED INVERTS. ROW-LOCK INVERTS REQUIRED ON ALL STORM STRUCTURES IN RIGHT-OF-WAY.

LEGEND:

- LOD — LIMITS OF DISTURBANCE
- DRAINAGE LINE
- ↓ ↓ ↓ PROPOSED STORMWATER (DETAIL C3/C-502)
- PROPOSED GRAVEL PAVING (DETAIL A1/C-501)

A1 GRADING PLAN - PHASE 2
SCALE: 1" = 30'



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POND
3500 Parkway Ln., Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/18/2020	

DESIGNED BY: WILLIS PARK EQUESTRIAN CENTER	DATE: NOVEMBER 3, 2020
DRAWN BY: HUB	SOLICITATION NO.:
SUBMITTED BY: HUB	CONTRACT NO.:
FILE NAME: CG-101.dwg	FILE NUMBER:
SIZE: 22" x 34"	PLOT DATE:
	PLOT SCALE: 1" = 30'

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**
1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

WILLIS PARK EQUESTRIAN CENTER
11915 WILLIS RD
CITY OF ALPHARETTA, GEORGIA, 30009
GRADING PLAN - PHASE 2

SHEET
IDENTIFICATION
NUMBER
CG-102



SCALE: 1" = 30'



Know what's below.
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1. REFER TO C-001 AND C-002 FOR GENERAL NOTES, LEGEND, AND ABBREVIATIONS.
2. REFER TO CG-201 FOR STORM PROFILES.
3. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND TOWARD DRAINAGE STRUCTURES.
4. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION
5. NO GRADED SLOPE SHALL EXCEED 2H: 1V.
6. ALL METAL PIPES TO BE FULLY BITUMINOUS, ASPHALT OR ALUMINUM COATED WITH PAVED INVERTS. ROW-LOCK INVERTS REQUIRED ON ALL STORM STRUCTURES IN RIGHT-OF-WAY.

1. INSTALL FOREBAY 20' LONG AT BOTTOM, 12" DEEP, 3:1 SIDE SLOPES, LINED WITH RIP-RAP.
2. INSTALL 4" PERFORATED PVC UNDER DRAIN WITHIN BIO-RETENTION. INSTALL CLEANOUTS AT ALL BENDS AND ENDS, AND UPTURNED UNDER DRAIN TO CONNECT TO OUTLET CONTROL STRUCTURE. SEE DETAILS ON SHEET C-502.
3. REPLACE RIP-RAP OUTLET PROTECTION AT CONCLUSION OF CONSTRUCTION, TYPICAL.
4. UNDERDRAIN SYSTEM. SEE DETAIL A3/C-505.

LOD LIMITS OF DISTURBANCE

DRAINAGE LINE
(SEE DETAIL ON SHEET C-502)

PROPOSED STORMWATER
(DETAIL C3/C-502)

PROPOSED GRAVEL PAVING (DETAIL
A1/C-501)

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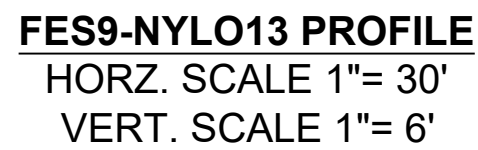
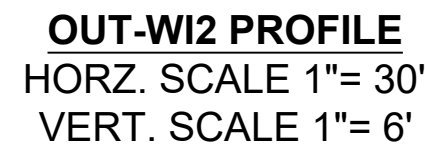
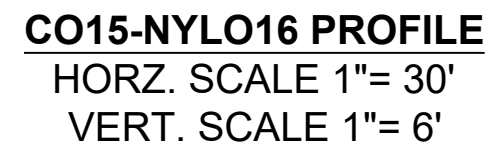
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1. INSTALL FOREBAY 20' LONG AT BOTTOM, 12" DEEP, 3:1 SIDE SLOPES, LINED WITH RIP-RAP.
2. INSTALL 4" PERFORATED PVC UNDER DRAIN WITHIN BIO-RETENTION. INSTALL CLEANOUTS AT ALL BENDS AND ENDS, AND UPTURNED UNDER DRAIN TO CONNECT TO OUTLET CONTROL STRUCTURE. SEE DETAILS ON SHEET C-502.
3. REPLACE RIP-RAP OUTLET PROTECTION AT CONCLUSION OF CONSTRUCTION, TYPICAL.
4. UNDERDRAIN SYSTEM. SEE DETAIL A3/C-505.
5. TOPS OF EXISTING STORM STRUCTURES TO BE ADJUSTED AND/OR REBUILT AT NEW FINAL GRADE TO INCLUDE NEW GRATE INLET TOP. SEE SPOT ELEVATIONS ON PLAN FOR TOP OF GRATE ELEVATION.
6. PRIOR TO INSTALLING GRAVEL PAVING, SMOOTH THE GRADING IN THIS AREA TO HELP PREVENT CONCENTRATION OF RUNOFF AND MAINTAIN SHEET FLOW.

Diagram illustrating the components of a tree pit cross-section:

- LOD**: Limits of Disturbance (indicated by a horizontal line at the top).
- DRAINAGE LINE**: (SEE DETAIL ON SHEET C-502) (indicated by a horizontal line below the LOD).
- PROPOSED GRAVEL PAVING**: (DETAIL A1/C-501) (indicated by a cross-hatched area below the drainage line).
- CRITICAL ROOT ZONE**: (FOR SPECIMEN TREE) (indicated by a dashed circle at the bottom).

Page 365 of 522

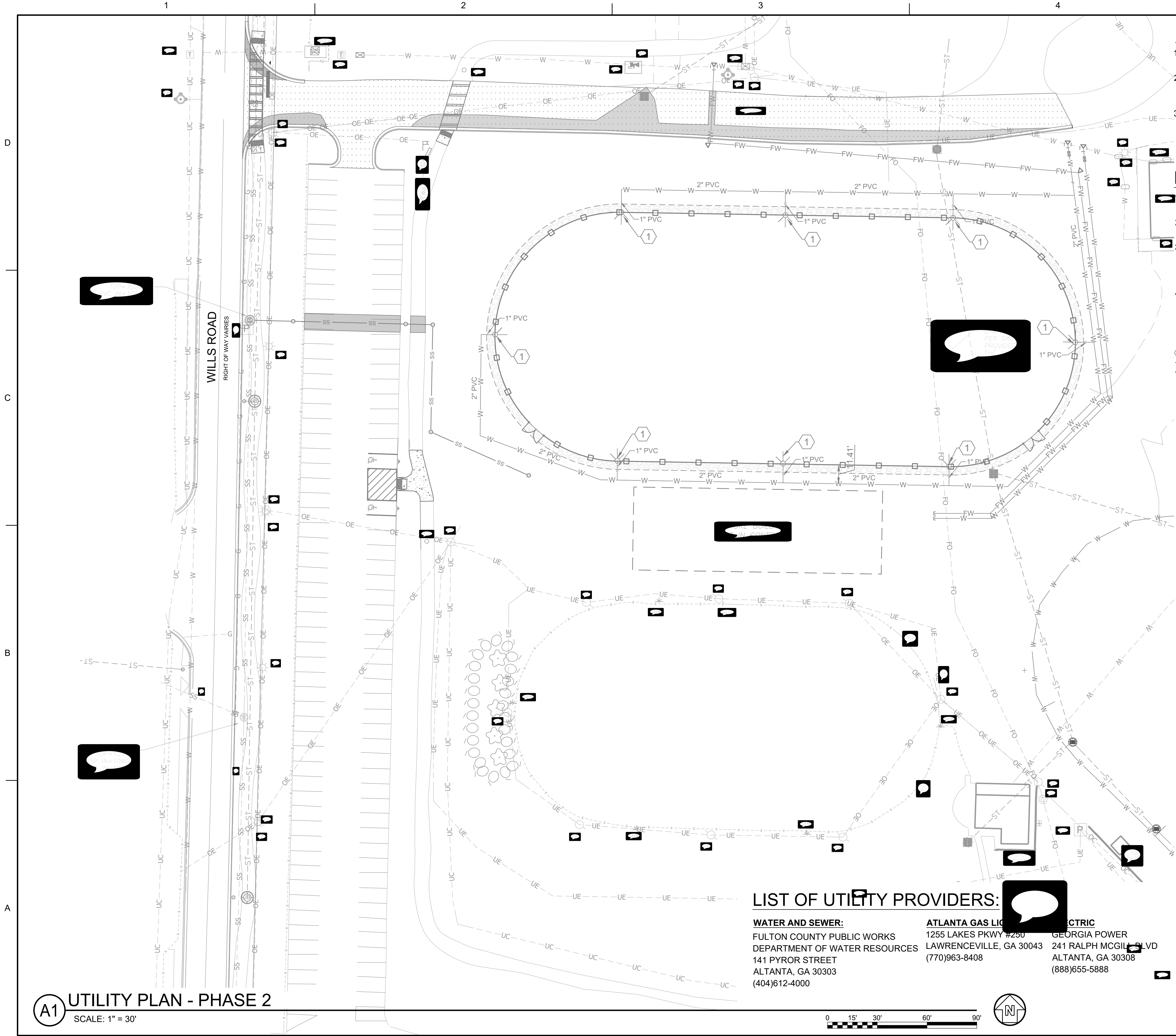


25 YEAR PIPE CHART



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FILE NAME: \\sartlighter\Projects\FY20120067104-CAD_BIM\04.02 CAD\CU-101.dwg PLOTTED: Thursday, October 20, 2022



GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

FULTON COUNTY NOTES

1. NO TREES SHALL BE PLANTED IN UTILITY EASEMENT OR WITHIN 5-FEET ON ANY UTILITY LINES.
2. CONTRACTOR IS TO CUT AND REMOVE THE PIPE ONLY UPON FINAL APPROVAL BY THE FULTON COUNTY INSPECTOR.
3. ALL WASTEWATER LINES AND LATERALS WITH LESS THAN ONE-FOOT OF CLEARANCE TO ANOTHER UTILITY LINE SHALL BE CONSTRUCTED WITH A CONCRETE SADDLE TO MAINTAIN SEPARATION.
4. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.

SHEET KEYNOTES

1. NEW IRRIGATION SYSTEM AS SHOWN, WITH SPRINKLERS MOUNTED TO POST FOR WETTING OF ARENA. PIPING SIZES SHOWN SHOULD BE CONSIDERED APPROXIMATE. SEE DETAIL C3/C-505 FOR ADDITIONAL INFORMATION, INCLUDING DELEGATED DESIGN REQUIREMENTS.

LIST OF UTILITY PROVIDERS:

WATER AND SEWER:
FULTON COUNTY PUBLIC WORKS
DEPARTMENT OF WATER RESOURCES
141 PYROR STREET
ALANTA, GA 30303
(404)612-4000

ATLANTA GAS LIGHT & ELECTRIC
1255 LAKES PKWY #250
LAWRENCEVILLE, GA 30043
(770)963-8408

GEORGIA POWER
241 RALPH MCGIL BLVD
ALANTA, GA 30308
(888)655-5888

A1 UTILITY PLAN - PHASE 2
SCALE: 1" = 30'



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Call before you dig.
Dial 811
Or Call 800-282-7411

FULTON COUNTY PROJECT NUMBER 20-084WR

POND
3500 Parkway Ln, Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/18/2020	

DESIGNED BY:	DATE:	NOVEMBER 3, 2020
WMA BY: JCH	SOLICITATION NO.:	
REB BY: JCH	CONTRACT NO.:	
FILE NAME: CU-101.dwg	FILE NUMBER:	
SIZE: 22" x 34"	PLOT SCALE: 1"=30'	PLOT DATE:

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE
1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

UTILITY PLAN - PHASE 2

SHEET
IDENTIFICATION
NUMBER

CU-102



1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

1. NO TREES SHALL BE PLANTED IN UTILITY EASEMENT OR WITHIN 5-FEET ON ANY UTILITY LINES.
2. CONTRACTOR IS TO CUT AND REMOVE THE PIPE ONLY UPON FINAL APPROVAL BY THE FULTON COUNTY INSPECTOR.
3. ALL WASTEWATER LINES AND LATERALS WITH LESS THAN ONE-FOOT OF CLEARANCE TO ANOTHER UTILITY LINE SHALL BE CONSTRUCTED WITH A CONCRETE SADDLE TO MAINTAIN SEPARATION.
4. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE

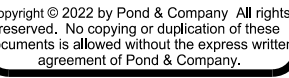
1. NEW IRRIGATION SYSTEM AS SHOWN, WITH SPRINKLERS MOUNTED TO POST FOR WETTING OF ARENA. PIPING SIZES SHOWN SHOULD BE CONSIDERED APPROXIMATE. SEE DETAIL C3/C-505 FOR ADDITIONAL INFORMATION, INCLUDING DELEGATED DESIGN REQUIREMENTS.
2. REPLACE EXISTING METER / BACKFLOW PREVENTER BOXES WITH NEW CONCRETE VAULTS WITH TRAFFIC RATED LIDS. MATCH SIZE OF EXISTING BOXES AND CONFORM TO ALL APPLICABLE FULTON COUNTY REQUIREMENTS.
3. CONNECT NEW IRRIGATION LINES TO EXISTING WATER MAIN WITH APPROPRIATE TAPS AND VALVES. CONTRACTOR TO LOCATE EXISTING PIPE AND CONFIRM SIZING PRIOR TO CONSTRUCTION.

<u>WATER AND SEWER:</u>	ATLANTA GAS LIGHT	ELECTRIC
FULTON COUNTY PUBLIC WORKS	1255 LAKES PKWY #250	GEORGIA POWER
DEPARTMENT OF WATER RESOURCES	LAWRENCEVILLE, GA 30043	241 RALPH MCGILL BLVD
141 PYROR STREET	(770)963-8408	ALTANTA, GA 30308
ALTANTA, GA 30303		(888)655-5888
(404)612-4000		



FULTON COUNTY PROJECT NUMBER 20-084WR

Page 369 of 522

[illegible]

DESIGNED BY:	DATE:
WM	NOVEMBER 3, 2020
DWN BY:	CKD BY:
HEB	KDH
SUBMITTED BY:	SOLICITATION NO.:
HEB	
	CONTRACT NO.:
FILE NAME:	FILE NUMBER:
CU-201.dwg	
SIZE:	PLOT SCALE:
22" x 34"	1"=20'
	PLOT DATE:

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**

1825 OLD MILTON PKWY,
ALPHARETTA, GA. 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009

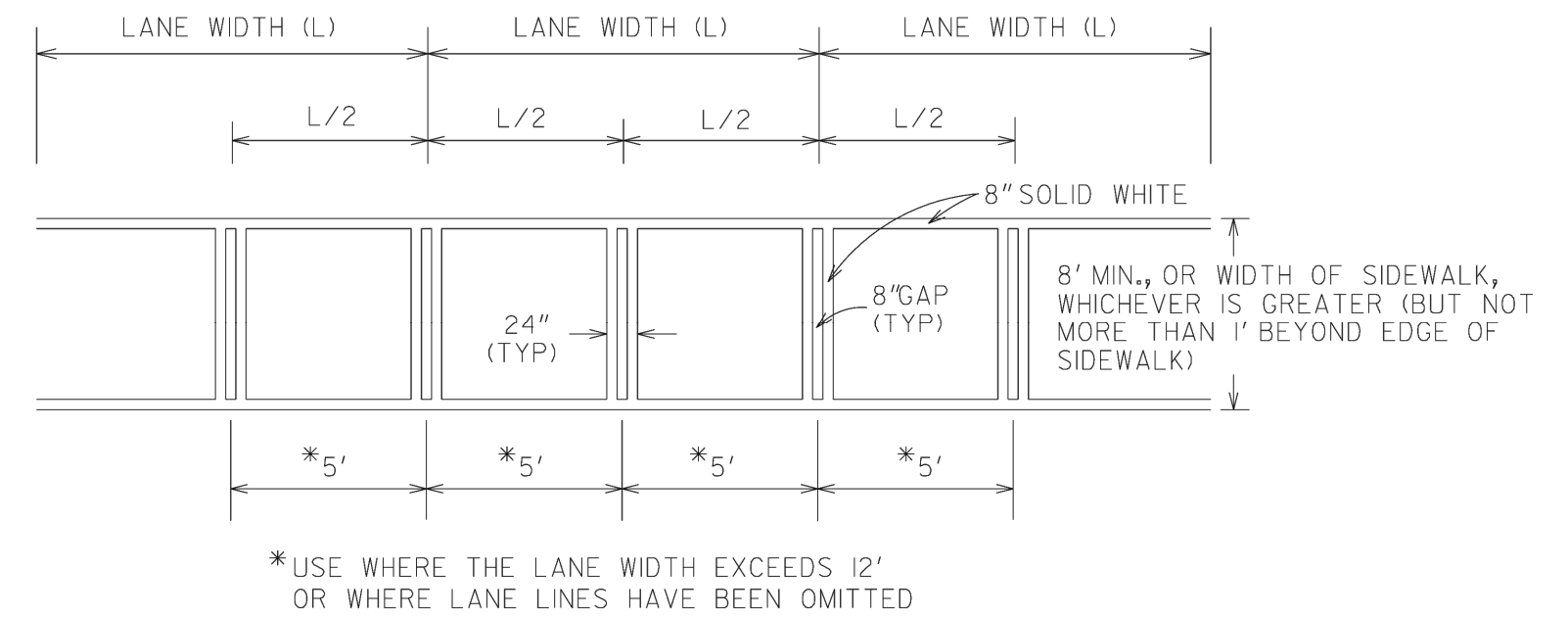
SANITARY PROFILES

SHEET
IDENTIFICATION
NUMBER

CU-201

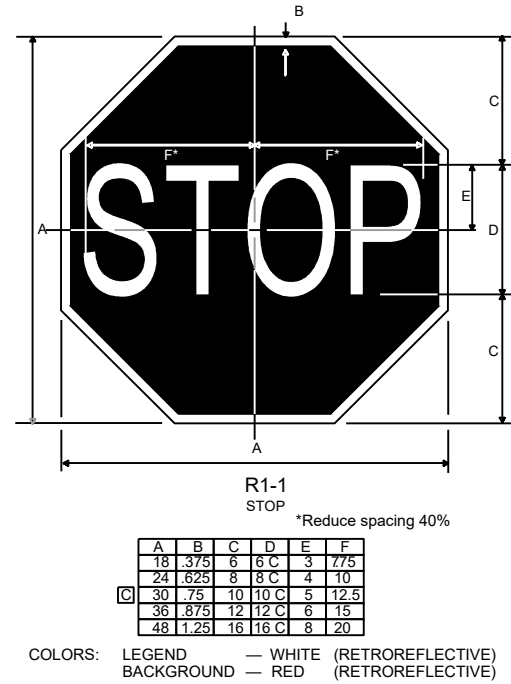


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Call before you dig.
Dial 811
Or Call 800-282-7411

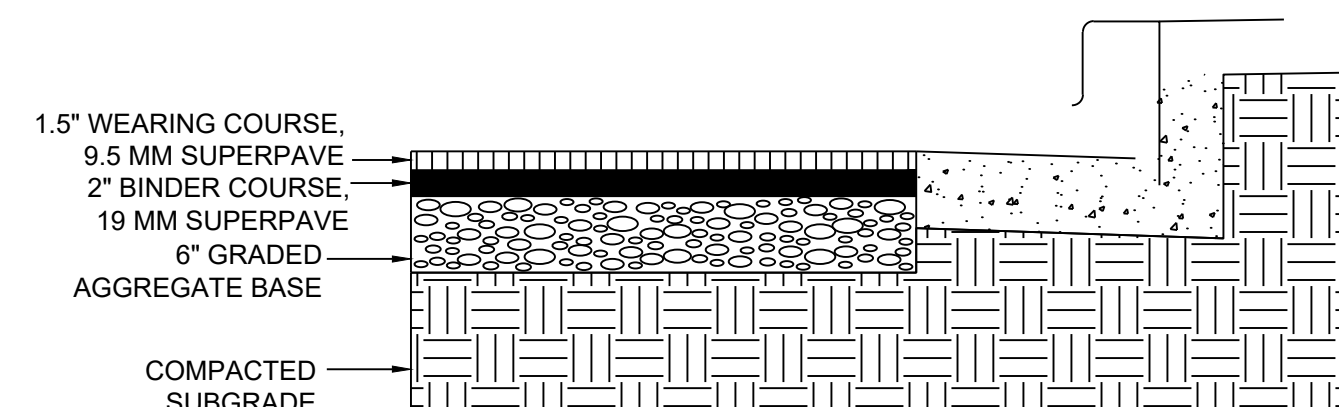


- NOTES:
1. ALL SIGNS SHALL BE 0.080" THICK ALUMINUM.
 2. ALL SIGNS SHALL CONFORM WITH ALL CURRENT A.D.A., A.B.A., FEDERAL, STATE AND LOCAL CODES & REGULATIONS.
 3. PLACE "VAN ACCESSIBLE" SIGN IN FRONT OF VAN ACCESSIBLE SPACES ONLY. VAN ACCESSIBLE PARKING SPACE SHALL HAVE ACCESS AISLE ON PASSENGER SIDE OF VEHICLE.
 4. MAXIMUM SLOPE IN ANY DIRECTION IS 2% WITHIN HANDICAP PARKING SPACES. ABA ACCESSIBLE SIDEWALK SHALL HAVE A MAXIMUM 2% CROSS SLOPE.

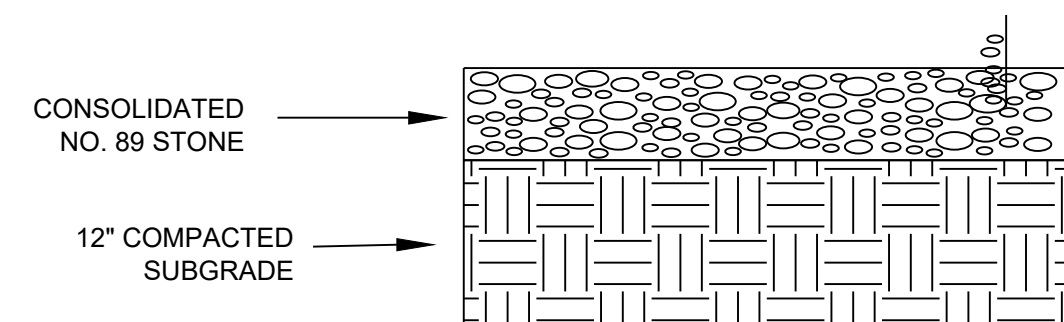
C1 **HANDICAP PARKING**
NO SCALE



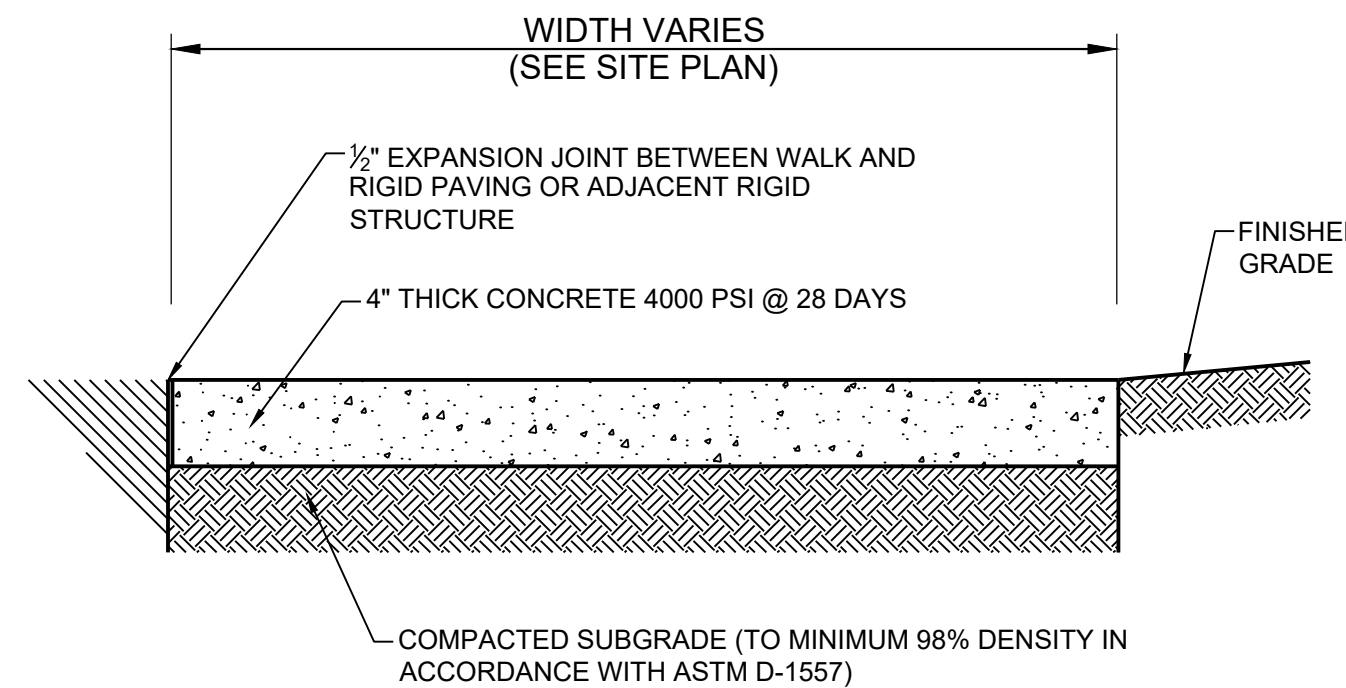
B1 "STOP" SIGN DETAIL
NO SCALE



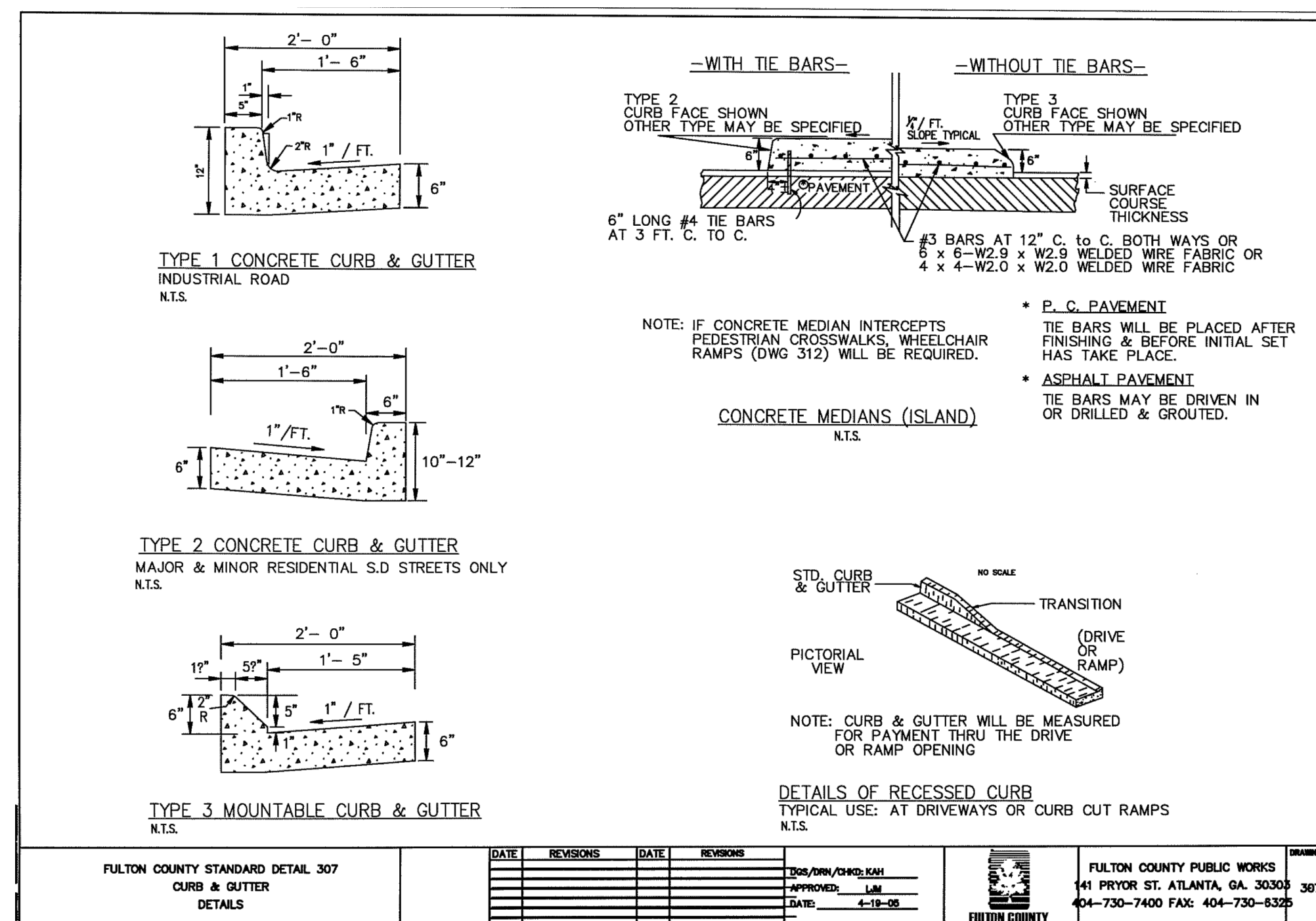
A1 STANDARD DUTY ASPHALT PAVING
NO SCALE



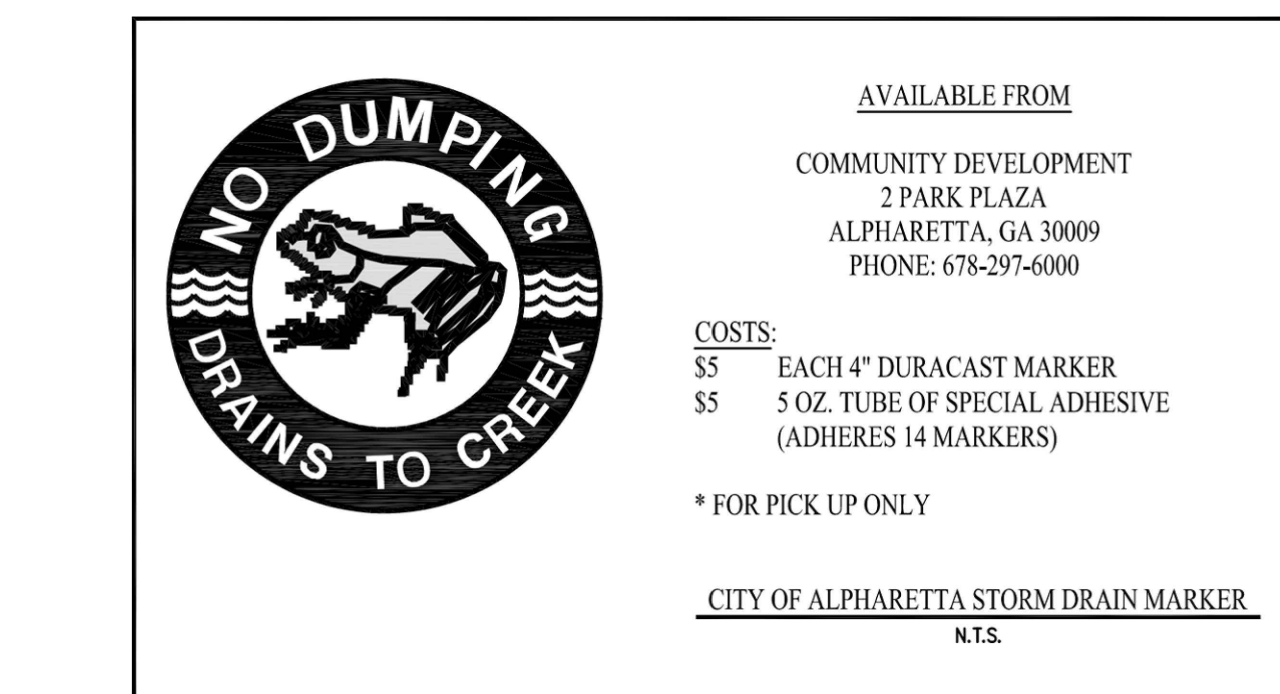
A1 4" GRAVEL PAVING
NO SCALE



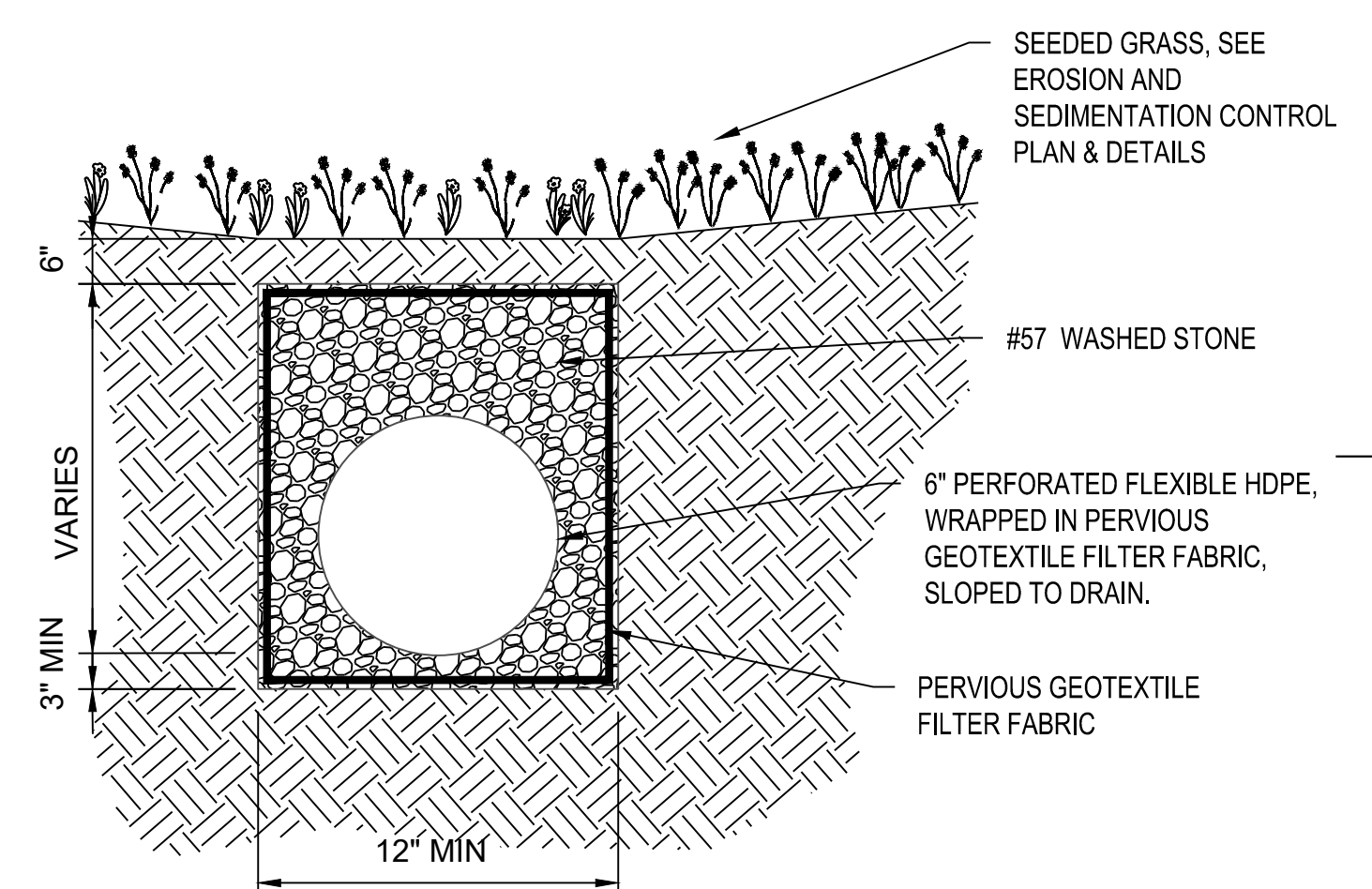
C3 CONCRETE SIDEWALK AND JOINTS



A2 CURB AND GUTTER
NO SCALE



B4 STORM DRAIN MARKER DETAIL
NO SCALE



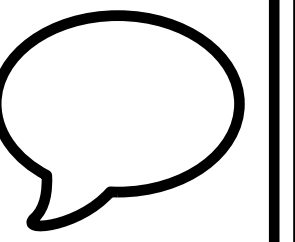
FRENCH DRAIN CROSS-SECTION
NO SCALE



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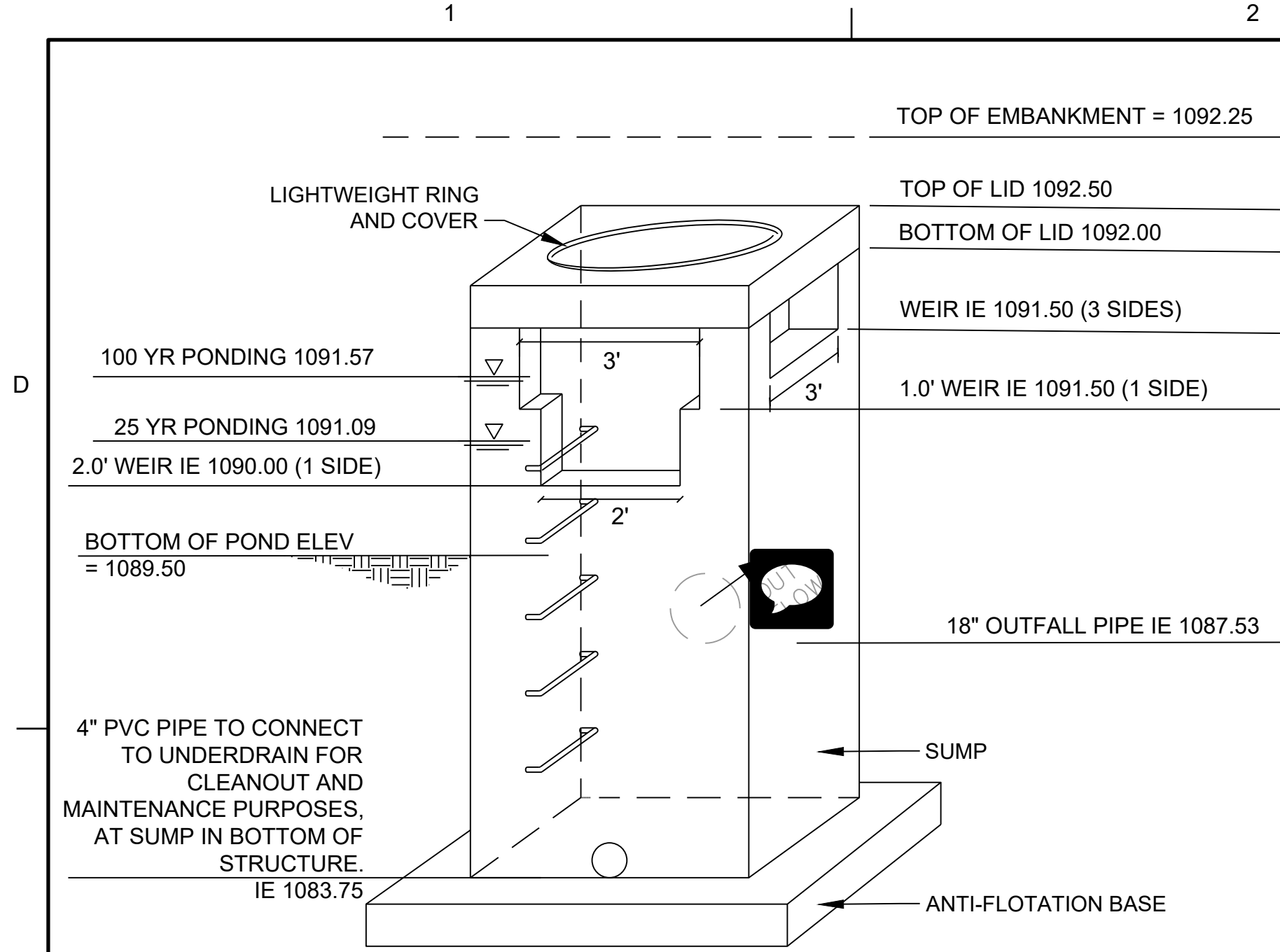
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NOVEMBER 3, 2020	C-501 dwg		FILE NUMBER:
WVI	CKD BY:	SIZE:	PLOT DATE:
HEB	KDH	22" x 34"	
SOLICITATION NO.:	SUBMITTED BY:	PLOT SCALE:	
-	HEB	1"=30'	
CONTRACT NO.:			
-			

**DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**
1825 OLD MILTON PKWY,
ALPHARETTA, GA. 30009
POND PROJECT No. 1200671

CONSTRUCTION DETAILS

SHEET
IDENTIFICATION
NUMBER
C-501



C1 OUTLET CONTROL STRUCTURE - BIORETENTION
NO SCALE

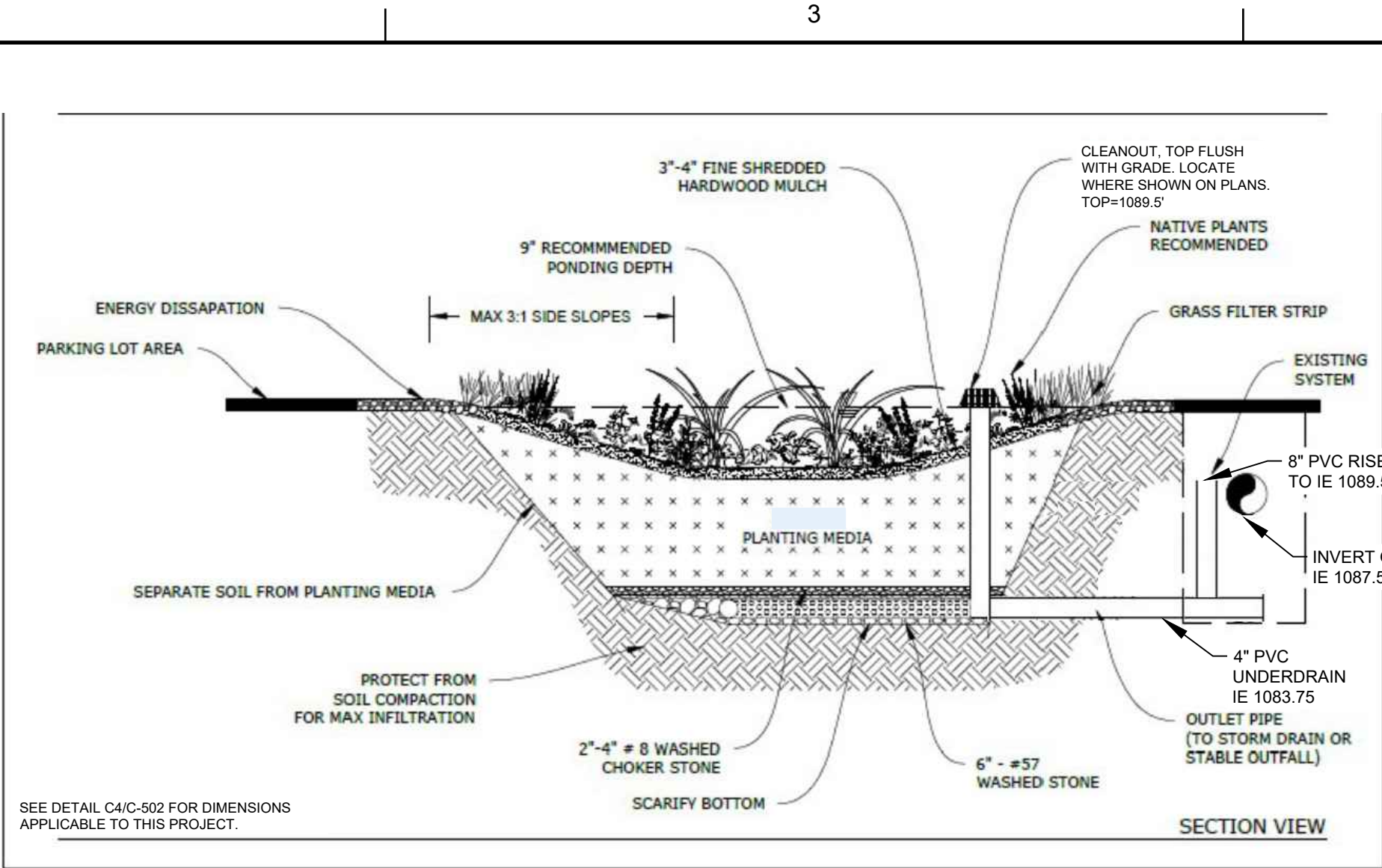
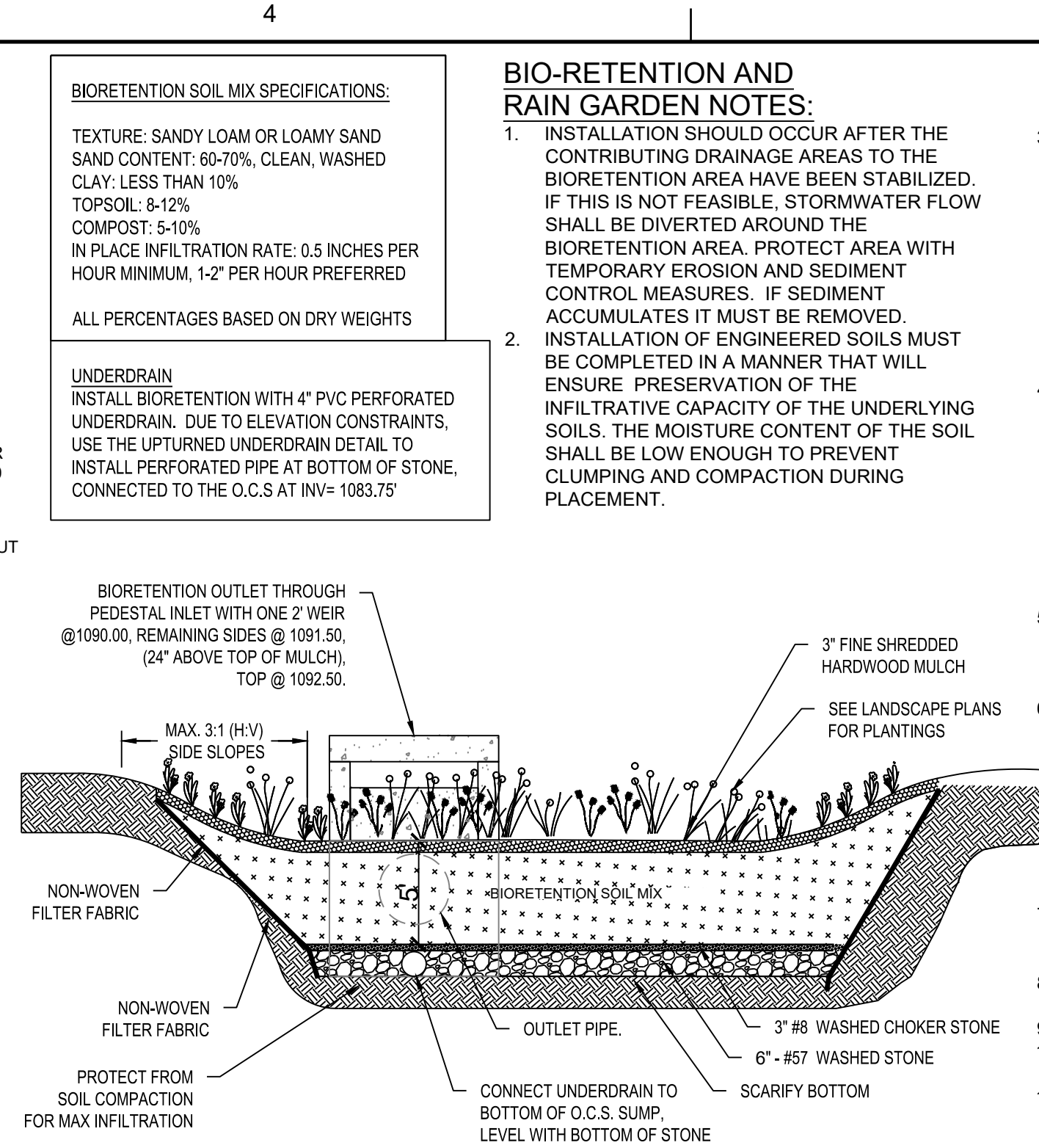
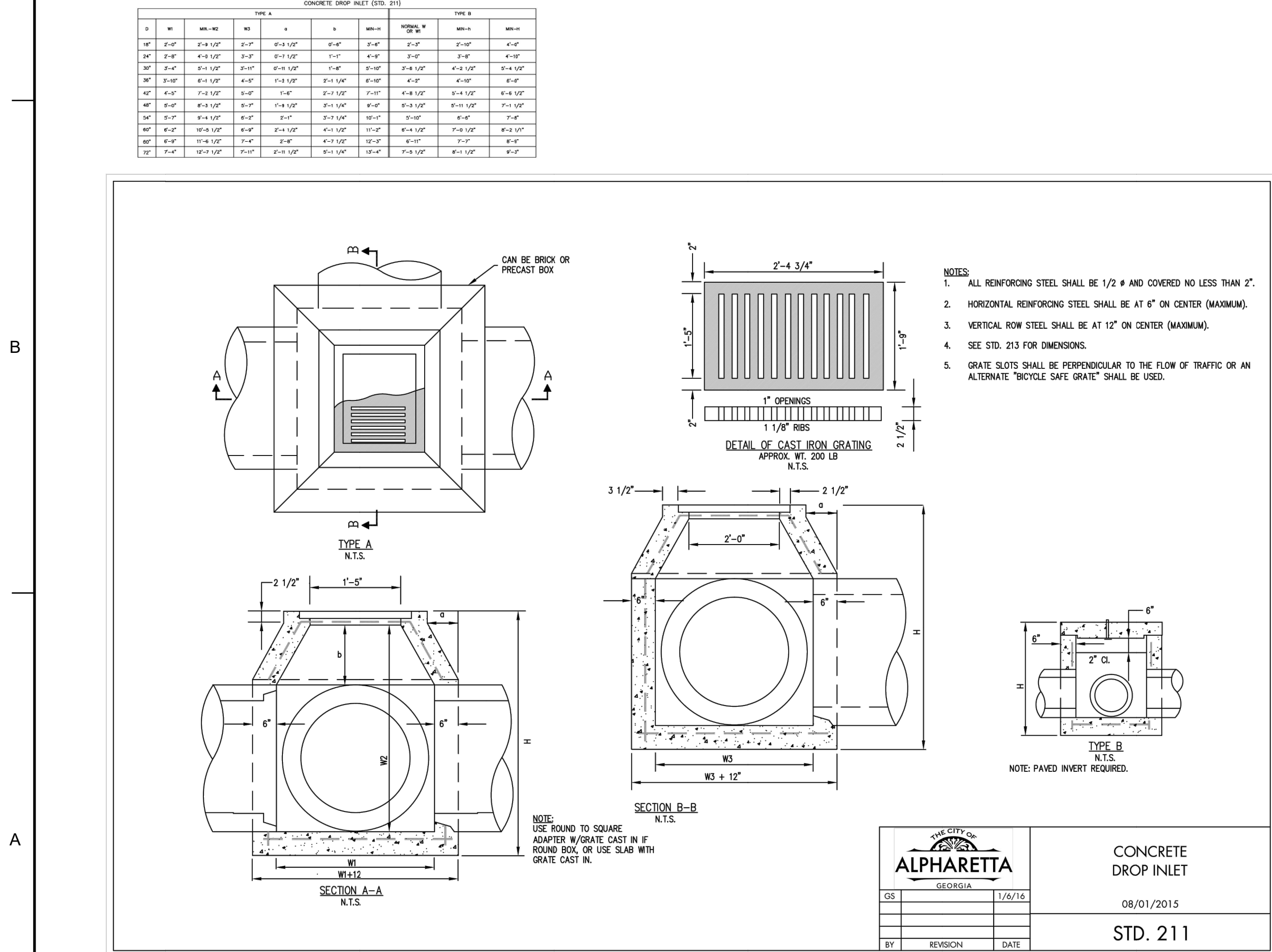


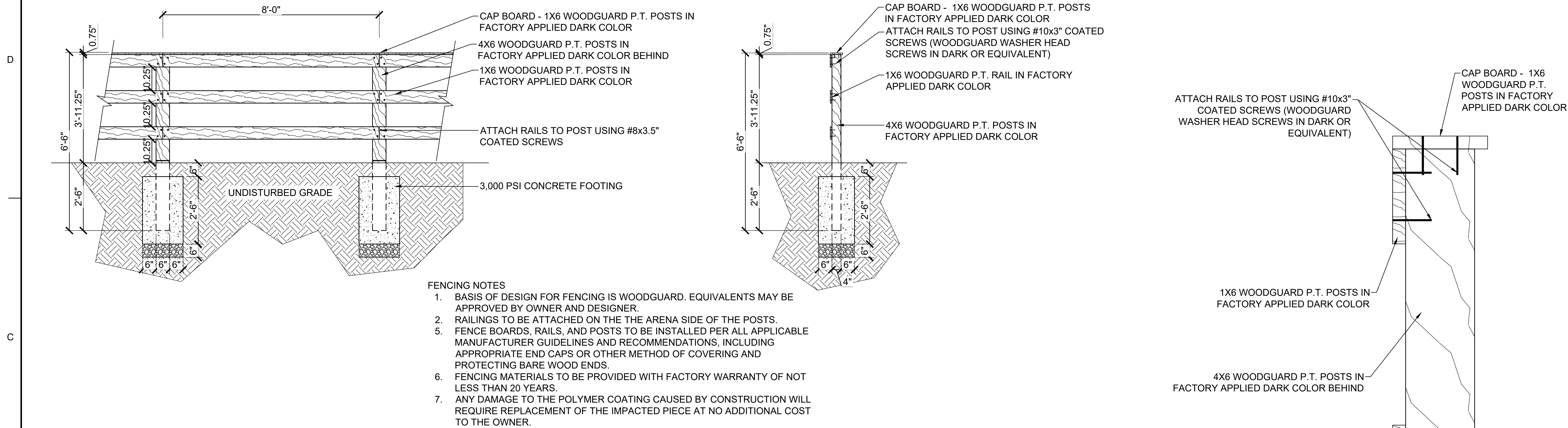
Figure 4.2.-6 Schematic of a Typical Bioretention Area with an Upturned Underdrain
(Source: AECOM, 2015) [MODIFIED]

C2 UPTURNED UNDERDRAIN
NO SCALE

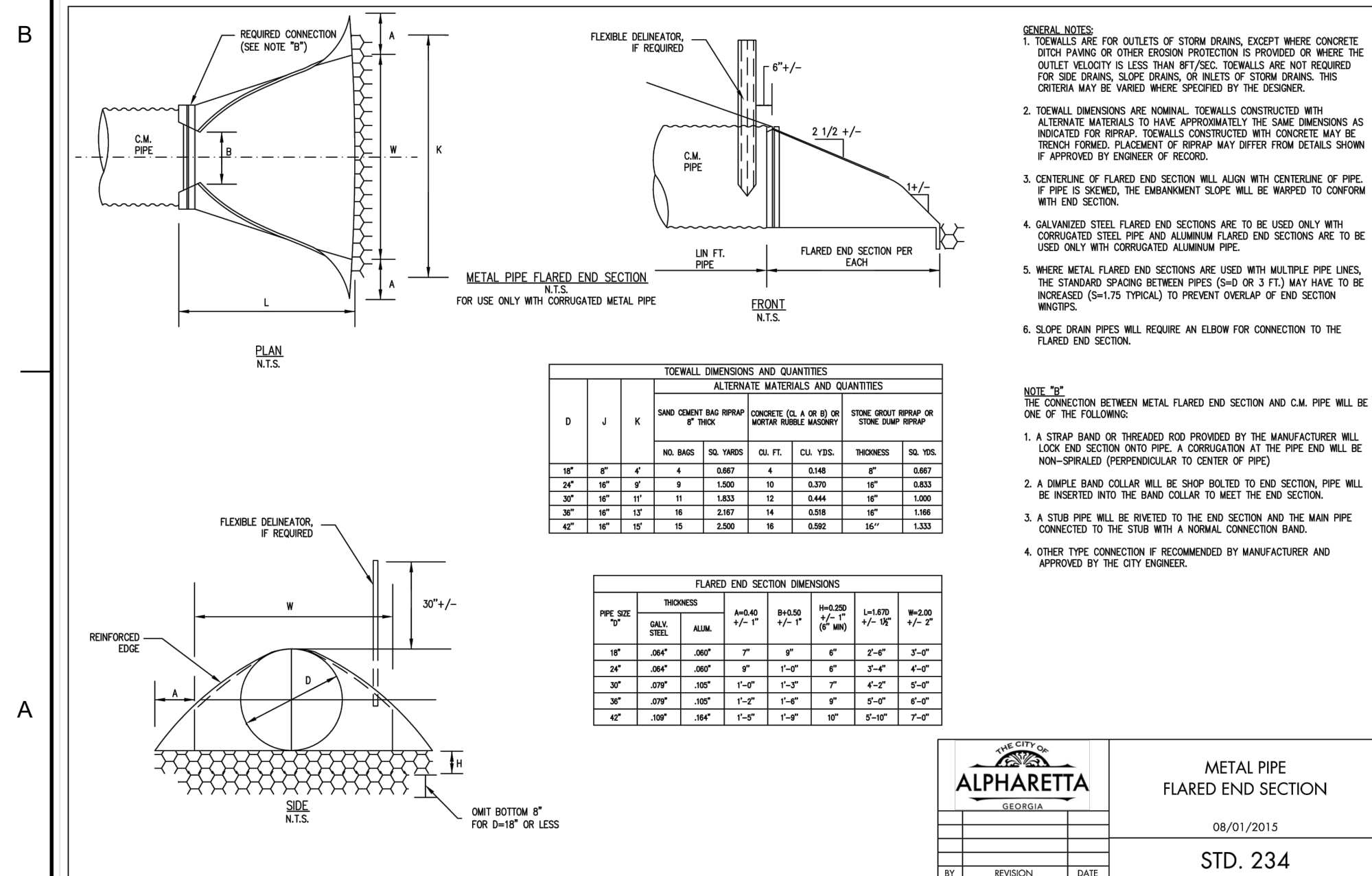


C4 BIORETENTION AREA AND SPECIFICATIONS
NO SCALE

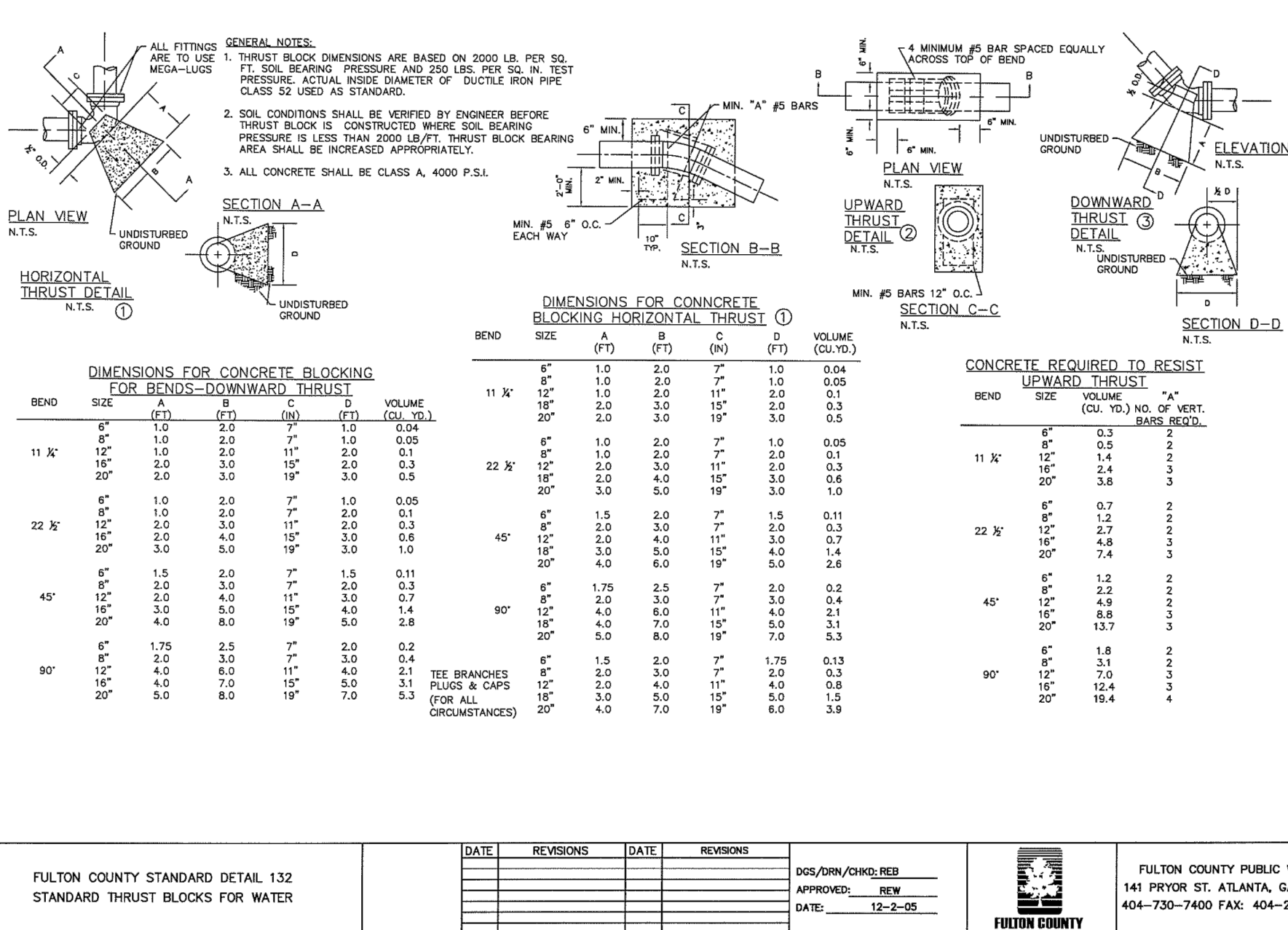




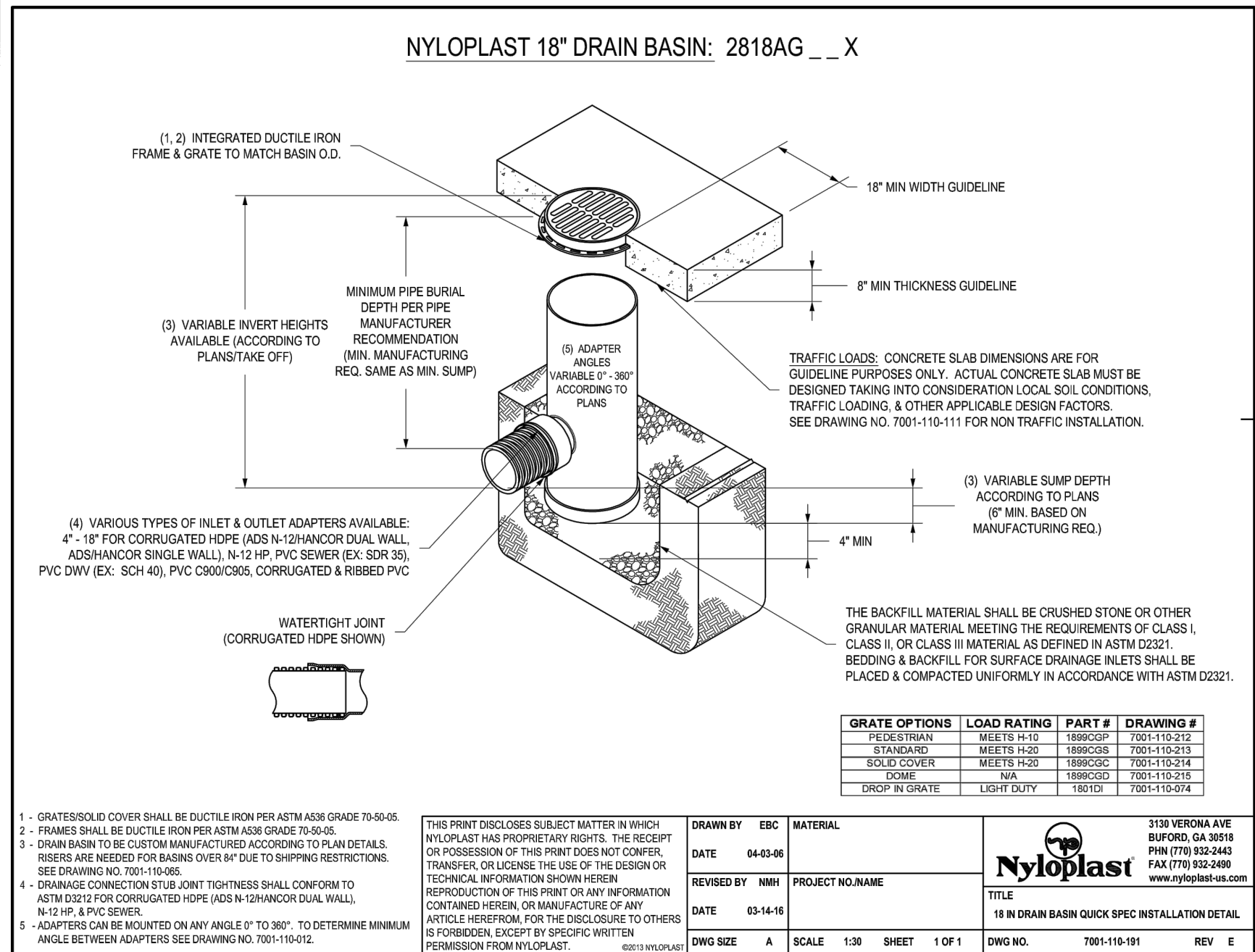
C1 3- RAIL FENCING
SCALE: NTS



A1 METAL PIPE FLARED END SECTION
SCALE: NTS



A2 THRUST BLOCK
SCALE: NTS



A4 18" NYLOPLAST DRAIN
NO SCALE

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

ADMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPS WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO AND CONCURRENT WITH LAND DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

SEDIMENT STORAGE MAINTENANCE INDICATORS MUST BE INSTALLED IN SEDIMENT STORAGE STRUCTURES, INDICATING THE 1/3 FULL VOLUME.

TWO COPIES OF THE NPDES NOTICE OF INTENT MUST BE PROVIDED TO THE LAND DISTURBANCE INSPECTOR PRIOR TO INITIATING CONSTRUCTION.

DESIGN PROFESSIONAL'S CERTIFICATION:

- 1) I CERTIFY THAT THE PERMITEE'S EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100001.
- 2) I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.
- 3) I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

K:\CAD\KDH Signature.jpg

KEVIN HENDRIX, P.E.
GSWCC LEVEL II CERTIFICATION # 0000072292
EXPIRES: 09/26/2023

06-30-2022
DATE

CONTRACTOR MUST ATTEND CITY OF ALPHARETTA PRE-CONSTRUCTION CLASS PRIOR TO SITE INITIATION.

THE PRIMARY PERMITEE MUST RETAIN THE DESIGN PROFESSIONAL WHO PREPARED THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, EXCEPT WHEN THE PRIMARY PERMITEE HAS REQUESTED IN WRITING AND EPD HAS AGREED TO AN ALTERNATE DESIGN PROFESSIONAL, TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS, PERIMETER CONTROL BMPS, AND SEDIMENT BASINS WHICH THE DESIGN PROFESSIONAL DESIGNED WITHIN SEVEN (7) DAYS AFTER INSTALLATION, IN ACCORDANCE WITH PART IV.A.5. THE DESIGN PROFESSIONAL SHALL DETERMINE IF THESE BMPS HAVE BEEN INSTALLED AND ARE BEING MAINTAINED AS DESIGNED. THE DESIGN PROFESSIONAL SHALL REPORT THE RESULTS OF THE INSPECTION TO THE PRIMARY PERMITEE WITHIN SEVEN (7) DAYS AND THE PERMITEE MUST CORRECT ALL DEFICIENCIES WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF THE INSPECTION REPORT FROM THE DESIGN PROFESSIONAL UNLESS WEATHER RELATED SITE CONDITIONS ARE SUCH THAT ADDITIONAL TIME IS REQUIRED.

DESIGN PROFESSIONAL 7-DAY VISIT CERTIFICATION

DATE OF INSPECTION _____
I certify the site was in compliance with the ESPCP Plan on the date of inspection.

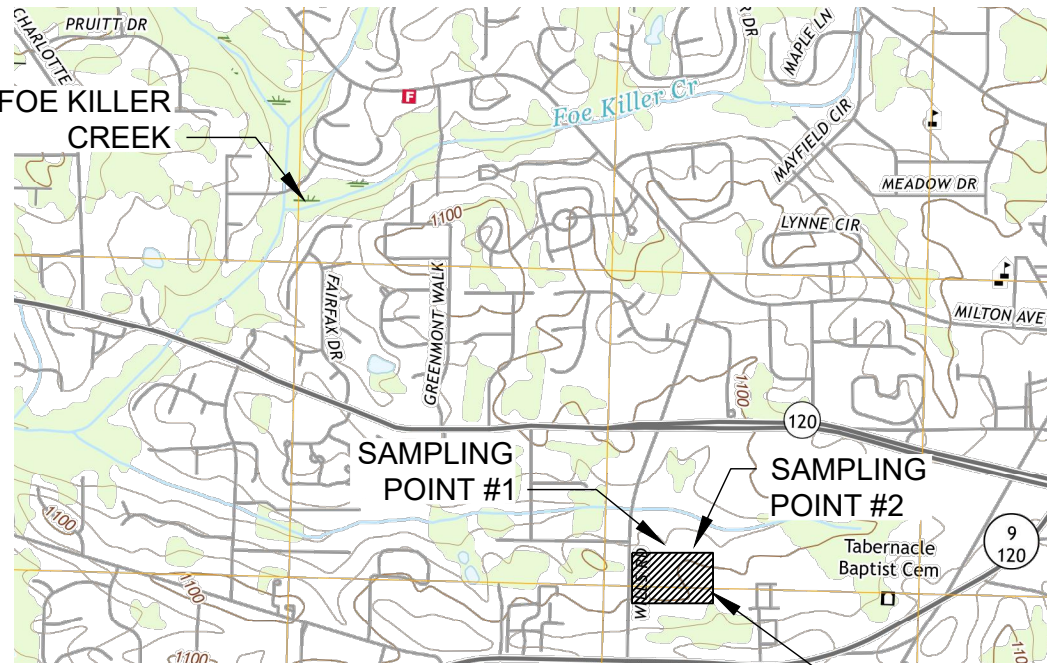
GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # _____

Inspection revealed the following discrepancies from the ESPCP Plan.

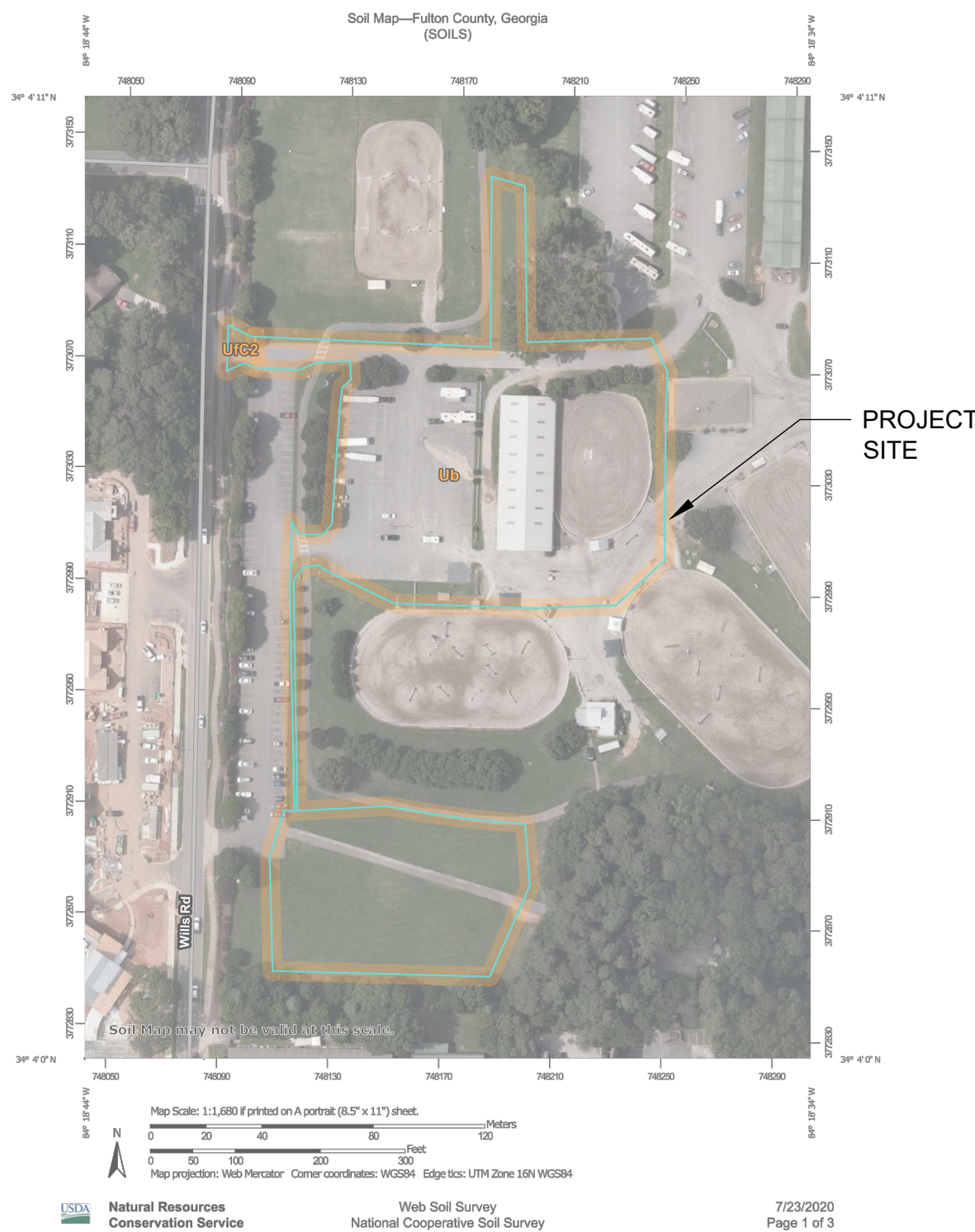
These deficiencies must be addressed immediately and a re-inspection scheduled. Work shall not proceed on the site until Design Professional Certification is obtained.



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PLAN NORTH
SAMPLING PLAN- USGS TOPOGRAPHIC MAP
LOCATED IN ALPHARETTA, GA- SCALE: NTS

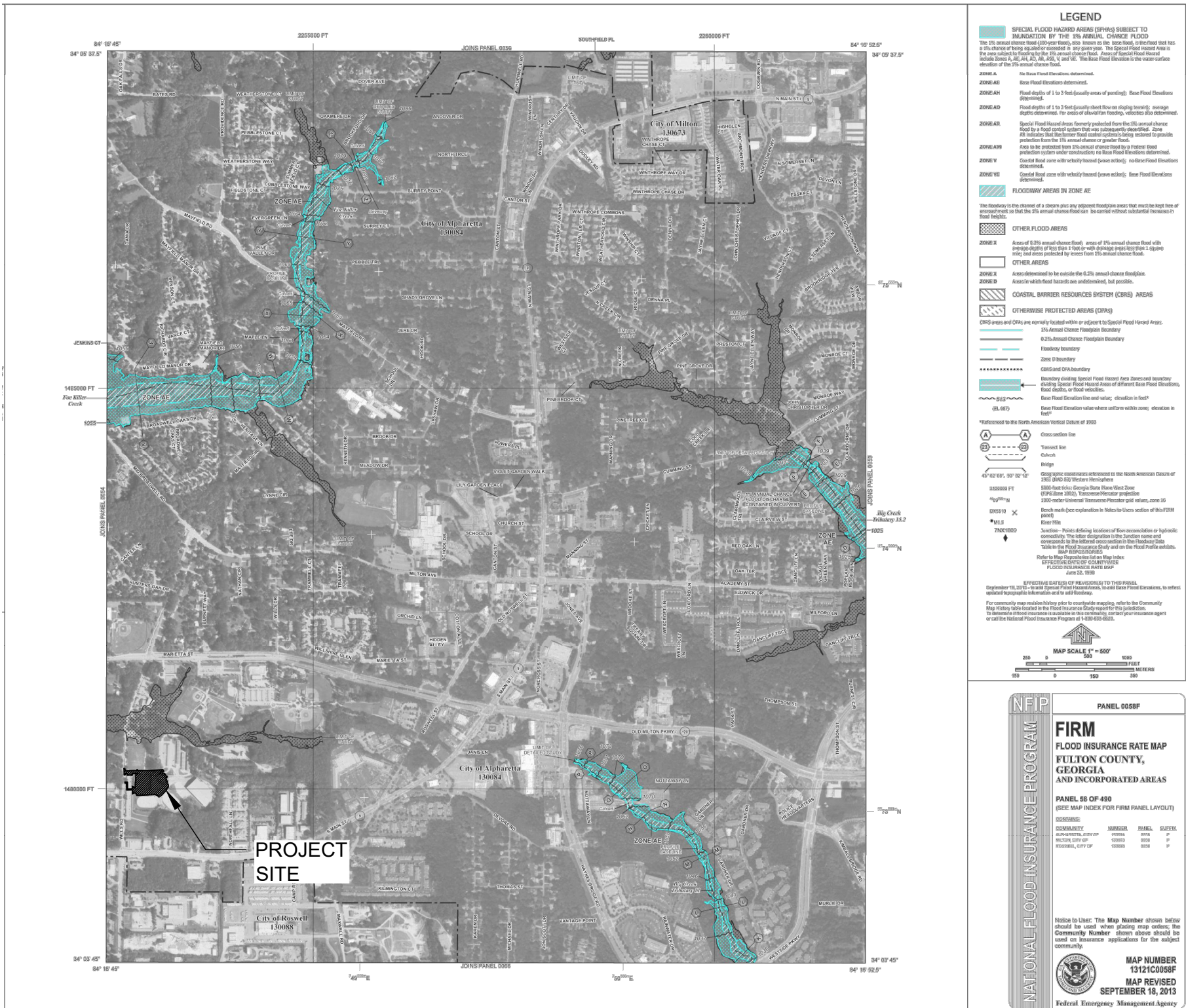


USDA SOILS MAP

SCALE: N.T.S.

BMP SYMBOLS LEGEND

- | | | | |
|-----------|---|-------|--|
| Tr | TREE PROTECTION (DETAIL A1/CE-503) | Sd4-C | TEMPORARY SEDIMENT TRAP (DETAIL A3/CE-504) |
| Ds1 | MULCHING (DETAIL A1/CE-501) | St | STORM DRAIN OUTLET PROTECTION (DETAIL A1/CE-504) |
| Ds2 | TEMPORARY SEEDING (DETAIL A3/CE-501) | Du | DUST CONTROL(DETAIL C1/CE-503) |
| Ds3 | PERMANENT SEEDING(DETAIL A1/CE-502) | Ss | SLOPE STABILIZATION (C1/CE-504) |
| Co | CONSTRUCTION ENTRANCE (DETAIL A2/CE-504) | Rt | RETROFIT (B4/CE-505) |
| Sd1-S 30" | SILT FENCE, TYPE 'S' (DETAIL A4/CE-503) | Cd-S | STONE CHECK DAM (DETAIL C4/CE-503) |
| Sd2-F | INLET SEDIMENT TRAP - FILTER FABRIC (C1/CE-501) | | |



FEMA FLOOD MAP - FM13121C0058F
EFFECTIVE DATE 09/18/2013

SCALE: N.T.S.

SOILS LEGEND

SYMBOL	DESCRIPTION
Ub	Urban land
Ufc2	Urban land-Cecil complex, 2 to 10 percent slopes, moderately eroded

24 HR. EMERGENCY CONTACT:
KURT KIRT
(770)871-9195

DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

ACTIVITY SCHEDULE (FOR PERMITTING REFERENCE ONLY)

ACTIVITY	TIME / WEEKS								START: MARCH 1ST END: JUNE 18TH	
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16		
INSTALL TREE SAVE FENCE	=====									
SILT FENCE, CONSTRUCTION EXIT THEN CLEARING AND GRUBBING	=====									
INSTALL REMAINDER OF INITIAL PERIMTER CONTROLS INCLUDING SEDIMENT BASINS, CHECK DAMS, ROCK DAMS, DIVERSION BERMS, ROCK FILTER, DOWN DRAINS, INLET SEDIMENT TRAPS, AND FILTER RINGS,		=====								
DEMOLITION OF SURFACE PAVEMENT, WALLS, FENCES, AND UTILITY POLES		=====								
ROUGH GRADING OPERATIONS			=====							
INSTALLATION OF STORM DETENTION				=====						
INSTALLATION OF WALLS					=====					
INSTALLATION OF SANITARY SEWER, WATER, AND REMAINDER OF STORM SYSTEM(S)						=====				
CONSTRUCTION OF BUILDINGS							=====			
FINAL PAVING								=====		
PERMANENT SEEDING									=====	
REMOVAL OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES										=====
MAINTENANCE OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

*SCHEDULE FOR PERMITTING PURPOSES ONLY. REFER TO OFFICIAL PROJECT SCHEDULE (AS PROVIDED BY CONTRACTOR AND APPROVED BY OWNER) FOR OFFICIAL DATES AND DURATIONS.

SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE-004



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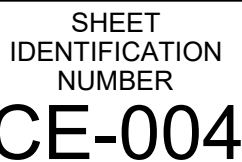
MARK	DATE	APPR.	DESCRIPTION	CITY/COUNTY COMMENTS	CITY REVIEW COMMENTS
	8/15/2022				
	12/16/2020				

DATE: NOVEMBER 3, 2020	DESIGNED BY: WMI	SOLICITATION NO.: 1	CITY OF ALPHARETTA
CD BY: KDH	DWN BY: WMI	CONTRACT NO.: 1	DEPARTMENT OF RECREATION, PARKS, AND CULTURE
SUBMITTED BY: KDH	FILE NAME: 12100671	FILE NUMBER: 12100671	1825 OLD MILTON PKWY, ALPHARETTA, GA. 30009
PLOT SCALE: 22" x 34"	PLOT DATE: 12/16/2020	PLOT PROJECT No. 1200671	POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER	11915 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009	
EROSION CONTROL NOTES	

SHEET IDENTIFICATION NUMBER
CE-001

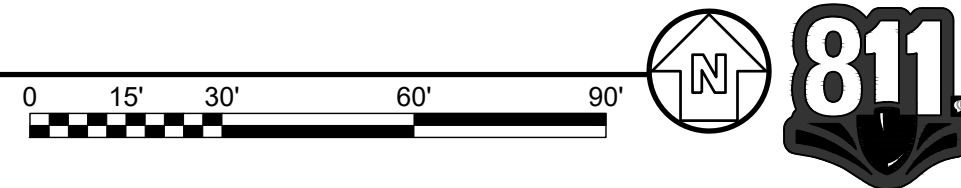
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1. REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. THERE ARE NO KNOWN WETLANDS LOCATED WITHIN 200 FEET OF PROJECT AREA.
4. NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
5. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
6. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
7. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
8. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
9. ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.
10. STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.
11. SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBANCE ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

	DISTURBED AREA:	4.11 ACRES
	AREA TO EXCAVATED INLET SEDIMENT TRAPS:	2.55 ACRES
	AREA TO SD4-C:	1.01 ACRES
	AREA TO SILT FENCE: (CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING) [1/4 ACRE TREATED PER 100 LF SILT FENCE] [220 LF SILT FENCE REQUIRED] [1,055 LF SILT FENCE PROVIDED]	0.55 ACRES

A1 EROSION & SEDIMENT CONTROL - INITIAL PHASE
SCALE: 1" = 30'



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SEE ANNOTATED EROSION CONTROL
CHECKLIST ON SHEET CE004

24 HR. EROSION CONTROL CONTACT
KIRT KIRBY
PH (770)871-9195

DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

WILLS PARK EQUESTRIAN CENTER 11915 WILLS RD. CITY OF ALPHARETTA, GEORGIA, 30009	CITY OF ALPHARETTA DEPARTMENT OF RECREATION, PARKS, AND CULTURE
EROSION & SEDIMENT CONTROL - INITIAL PHASE	1925 OLD MILTON HWY. ALPHARETTA, GA 30009 POND PROJECT NO. 1200871

DESIGNED BY: WIM

DWN BY: CKD

CHKD BY: LCH

SUBMITTED BY: HEB

FILE NAME: CE-101.dwg

DATE: NOVEMBER 3, 2020

CONTRACT NO.:

FILE NUMBER:

PLOT DATE:

PLOT SCALE: 22" x 34" = 1" = 10'

SHEET IDENTIFICATION NUMBER

CE-101



1. REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. THERE ARE NO KNOWN WETLANDS LOCATED WITHIN 200 FEET OF PROJECT AREA.
4. NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
5. **NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.**
6. **THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.**
7. **EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.**
8. **ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**
9. **ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.**
10. **STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.**

THE CONTRACTOR WILL BE RESPONSIBLE FOR FILING A NOTICE OF INTENT WITH THE GA EPD IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, AND FOR VERIFYING THAT ALL NECESSARY PERMITS ARE IN PLACE PRIOR TO CONSTRUCTION. IN THE INITIAL PHASE, THE PERIMETER EROSION CONTROL ITEMS SHOULD BE INSTALLED BEFORE ANY MAJOR DEMOLITION. MINOR DEMOLITION MAY NEED TO OCCUR FOR THE INSTALLATION OF THESE MEASURES, BUT THIS SHOULD BE LIMITED TO JUST THE DEMOLITION NECESSARY FOR THE PERIMETER EROSION CONTROL INSTALLATION (SILT FENCING AND CONSTRUCTION EXIT AS SHOWN). AFTER THE PERIMETER EROSION CONTROL INSTALLATION, FURTHER DEMOLITION CAN OCCUR FOR THE INSTALLATION OF THE SEDIMENT STORAGE ITEMS. AFTER THE PERIMETER EROSION CONTROL ITEMS, THE SEDIMENT STORAGE BMP'S, AND THE SD2-F'S HAVE BEEN INSTALLED, THE CONTRACTOR SHOULD CONTACT THE OWNER FOR THE COMPLETION OF THE 7-DAY EROSION INSPECTION. AFTER THIS INSPECTION IS COMPLETE AND SATISFACTORY, THE REMAINING DEMOLITION CAN BE COMPLETED AND SITE GRADING OPERATIONS CAN BEGIN. TEMPORARY SEEDING AND MULCHING SHOULD BE USED AS NECESSARY IN ACCORDANCE WITH THE GEORGIA EROSION CONTROL MANUAL. SILT FENCING, THE CONSTRUCTION EXIT, AND SEDIMENT STORAGE BMP'S SHOULD BE MAINTAINED IN ACCORDANCE WITH THE GEORGIA EROSION CONTROL MANUAL. NPDES WATER QUALITY MONITORING SHOULD BE COMPLETED DURING THE ENTIRETY OF THE INITIAL EROSION CONTROL PHASE. AFTER DEMOLITION AND DURING THE ROUGH GRADING PROCESS, THE SITE WILL TRANSITION INTO THE INTERMEDIATE EROSION CONTROL PHASE.

DISTURBED AREA:	4.11 ACRES
AREA TO EXCAVATED INLET SEDIMENT TRAPS:	2.55 ACRES
AREA TO SD4-C:	1.01 ACRES
AREA TO SILT FENCE: (CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING) [1/4 ACRE TREATED PER 100 LF SILT FENCE] [220 LF SILT FENCE REQUIRED] [1,055 LF SILT FENCE PROVIDED]	0.55 ACRES

SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004
24 HR. EROSION CONTROL CONTACT KIRT KIRBY PH (770)871-9195
DESIGN PROFESSIONAL: KEVIN HENDRIX, P.E. LEVEL II CERTIFICATION No.: 000072292 EXPIRES : 09/26/2023

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NOTE

FULL SEDIMENT BASINS (SD3'S) ARE INFEASIBLE ON THIS SITE DUE TO THE LIMITED SITE AREA AND LIMITED GRADING ACTIVITIES. THE ADDITIONAL GRADING REQUIRED TO INSTALL A SEDIMENT BASIN WITH SKIMMER WOULD LIKELY CAUSE ADVERSE SOCIAL/PERMIT ISSUES. THEREFORE, SD4'S WITH ROUGH OUTLETS WERE SELECTED TO PROVIDE SEDIMENT STORAGE PER THE GA EROSION CONTROL MANUAL.

GENERAL SHEET NOTES

- REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, LEGENDS, AND ABBREVIATIONS.
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
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- NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.
- STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.
- SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBANCE ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

INTERMEDIATE EROSION CONTROL NARRATIVE

IN THE INTERMEDIATE PHASE, PERIMETER EROSION CONTROL ITEMS WILL BE MAINTAINED AS NECESSARY. THE CONSTRUCTION EXIT WILL BE MAINTAINED AS SHOWN. EXCAVATED INLET SEDIMENT TRAPS WILL BE INSTALLED ON STORM DRAINS FOR SEDIMENT STORAGE ALONG WITH A SD4-C IN THE LOCATION OF THE PROPOSED BIO-RETENTION. THE EXCAVATED INLET SEDIMENT TRAP ON EXD11 WILL BE MODIFIED TO BE SD2-P DURING THE INTERMEDIATE PHASE AFTER THE ADJACENT PAVEMENT HAS BEEN INSTALLED AND THE TOP OF INLET HAS BEEN ADJUSTED TO MATCH FINAL GRADE. TEMPORARY SEEDING AND MULCHING WILL BE USED AS NECESSARY, WITH PERMANENT SEEDING USED ON AREAS THAT ARE AT FINAL GRADE. ALL AREAS THAT ARE TO REMAIN AT A SLOPE STEEPER THAN 3H:1V ARE TO BE STABILIZED WITH PERMANENT MATTING IN ADDITION TO PERMANENT SEEDING. OUTLET CONTROL STRUCTURES ARE NOT TO BE INSTALLED UNTIL AFTER THE BIORETENTION BASINS ARE INSTALLED IN PHASE III.

TEMPORARY SEDIMENT TRAP (SD4-C)

TRAP RECEIVES 2.41 ACRES OF DISTURBED AREA (INCLUDING 0.65 ACRES OF AREA PREVIOUSLY TREATED BY EXCAVATED INLET TRAPS)

- BOTTOM OF TRAP TO BE INSTALLED AS SHOWN ON PLANS, AT ELEVATION 1090.
- SPILLWAY 16' WIDE AT 1091.7 ELEVATION.
- TOP OF TRAP DAM AT 1092 ELEVATION.
- SIDE SLOPES AT 3:1.
- INSTALL STONE IN SPILLWAY
- SEE DETAIL ON A3/CE-502.

SUMMARY OF AREAS

DISTURBED AREA: 4.11 ACRES
TOTAL

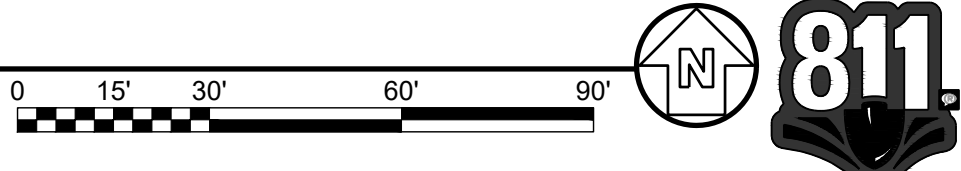
AREA TO EXCAVATED INLET SEDIMENT TRAPS: 1.98 ACRES

ADDITIONAL AREA TO SD4-C: 1.76 ACRES

AREA TO SILT FENCE: 0.37 ACRES
(CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING)
[1/4 ACRE TREATED PER 100 LF SILT FENCE]
[148 LF SILT FENCE REQUIRED]
[1,055 LF SILT FENCE PROVIDED]

Sd2-F calculations		PHASE II													
Structure	#	NYLO 16	EXD11	NYLO 10	NYLO 11	NYLO 12	NYLO 13	EXD14	EXW18	EXW15	EXW19	EXW18-	EXW110	EXW17	
Drainage Area	Ac	0.09	0.02	0.16	0.07	0.12	0.18	0.15	0.15	0.15	0.14	0.15	0.14	0.14	
Required storage	Cu Yd	6.0	1.3	10.7	4.7	8.0	12.1	31.5	10.1	10.1	9.4	10.1	9.4	9.4	
Assume Depth	Ft	2	2	2	2	2	2	2	2	2	2	2	2	2	
Assume side slopes		2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	
Required Surface Area	Sq Ft	82	19	145	64	109	163	426	136	136	127	136	127	127	
Shape		Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	
Dimension L	ft	7	29	9	6	8	9	15	8.5	8.5	8	8.2	8	8	
Dimension R	ft	14	58	18	12	16	18	30	17	17	16	16.4	16	16	
area		98	1682	162	72	128	162	450	144.5	144.5	128	134.48	128	128	

A1 EROSION & SEDIMENT CONTROL - INTERMEDIATE PHASE 1
SCALE: 1" = 30'



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SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004
24 HR. EROSION CONTROL CONTACT
KIRT KIRBY
PH (770)871-9195
DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

POND
3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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CITY REVIEW COMMENTS	9/15/2022	
ADDITION OF PHASE 4	6/30/2022	
CITY/COUNTY COMMENTS	12/18/2020	
MARK	DATE	APPR.

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE
1825 OLD MILTON PKWY.,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

**EROSION & SEDIMENT CONTROL -
INTERMEDIATE PHASE 1**

SHEET
IDENTIFICATION
NUMBER
CE-201

NOTE

FULL SEDIMENT BASINS (SD3'S) ARE INFEASIBLE ON THIS SITE DUE TO THE LIMITED SITE AREA AND LIMITED GRADING ACTIVITIES. THE ADDITIONAL GRADING REQUIRED TO INSTALL A SEDIMENT BASIN WITH SKIMMER WOULD LIKELY CAUSE ADJACENT EROSION ISSUES. THEREFORE, SD4'S WITH ROUGH OUTLETS WERE SELECTED TO PROVIDE SEDIMENT STORAGE PER THE GA EROSION CONTROL MANUAL.

GENERAL SHEET NOTES

- REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, LEGENDS, AND ABBREVIATIONS.
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
- THERE ARE NO KNOWN WETLANDS LOCATED WITHIN 200 FEET OF PROJECT AREA.
- NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.
- STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.
- SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBANCE ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

INTERMEDIATE EROSION CONTROL NARRATIVE

IN THE INTERMEDIATE PHASE, PERIMETER EROSION CONTROL ITEMS WILL BE MAINTAINED AS NECESSARY. THE CONSTRUCTION EXIT WILL BE MAINTAINED AS SHOWN. EXCAVATED INLET SEDIMENT TRAPS WILL BE INSTALLED ON STORM DRAINS FOR SEDIMENT STORAGE ALONG WITH A SD4-C IN THE LOCATION OF THE PROPOSED BIO-RETENTION. THE EXCAVATED INLET SEDIMENT TRAP ON EXD11 WILL BE MODIFIED TO BE SD2-P DURING THE INTERMEDIATE PHASE AFTER THE ADJACENT PAVEMENT HAS BEEN INSTALLED AND THE TOP OF INLET HAS BEEN ADJUSTED TO MATCH FINAL GRADE. TEMPORARY SEEDING AND MULCHING WILL BE USED AS NECESSARY, WITH PERMANENT SEEDING USED ON AREAS THAT ARE AT FINAL GRADE. ALL AREAS THAT ARE TO REMAIN AT A SLOPE STEEPER THAN 3H:1V ARE TO BE STABILIZED WITH PERMANENT MATTING IN ADDITION TO PERMANENT SEEDING. OUTLET CONTROL STRUCTURES ARE NOT TO BE INSTALLED UNTIL AFTER THE BIORETENTION BASINS ARE INSTALLED IN PHASE III.

TEMPORARY SEDIMENT TRAP (SD4-C)

TRAP RECEIVES 2.41 ACRES OF DISTURBED AREA (INCLUDING 0.65 ACRES OF AREA PREVIOUSLY TREATED BY EXCAVATED INLET TRAPS)

- BOTTOM OF TRAP TO BE INSTALLED AS SHOWN ON PLANS, AT ELEVATION 1090.
- SPILLWAY 16' WIDE AT 1091.7 ELEVATION.
- TOP OF TRAP DAM AT 1092 ELEVATION.
- SIDE SLOPES AT 3:1.
- INSTALL STONE IN SPILLWAY
- SEE DETAIL ON A3/CE-502.

SUMMARY OF AREAS

DISTURBED AREA: 4.11 ACRES
TOTAL

AREA TO EXCAVATED INLET SEDIMENT TRAPS: 1.98 ACRES

ADDITIONAL AREA TO SD4-C: 1.76 ACRES

AREA TO SILT FENCE: 0.37 ACRES
(CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING)
[1/4 ACRE TREATED PER 100 LF SILT FENCE]
[148 LF SILT FENCE REQUIRED]
[1,055 LF SILT FENCE PROVIDED]

Sd2-F calculations		PHASE II													
Structure	#	NYLO 16	EXD11	NYLO 10	NYLO 11	NYLO 12	NYLO 13	EXD14	EXW18	EXW15	EXW19	EXW18-	EXW110	EXW17	
Drainage Area	Ac	0.09	0.02	0.16	0.07	0.12	0.18	0.47	0.15	0.14	0.15	0.14	0.14	0.14	
Required storage	Cu Yd	6.0	1.3	10.7	4.7	8.0	12.1	31.5	10.1	10.1	9.4	10.1	9.4	9.4	
Assume Depth	Ft	2	2	2	2	2	2	2	2	2	2	2	2	2	
Assume side slopes		2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	
Required Surface Area	Sq Ft	82	19	145	64	109	163	426	136	136	127	136	127	127	
Shape		Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	
Dimension L	ft	7	29	9	6	8	9	15	8.5	8.5	8	8.2	8	8	
Dimension R	ft	14	58	18	12	16	18	30	17	17	16	16.4	16	16	
area		98	1682	162	72	128	162	450	144.5	144.5	128	134.48	128	128	

A1 EROSION & SEDIMENT CONTROL - INTERMEDIATE PHASE 2

SCALE: 1" = 30'

0 15' 30' 60' 90'



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SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004

24 HR. EROSION CONTROL CONTACT
KIRT KIRBY
PH (770)871-9195

DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE

WILLS PARK EQUESTRIAN CENTER
11915 WILLS ROAD
CITY OF ALPHARETTA, GEORGIA, 30009
EROSION & SEDIMENT CONTROL
- INTERMEDIATE PHASE 2

SHEET
IDENTIFICATION
NUMBER
CE-202



3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

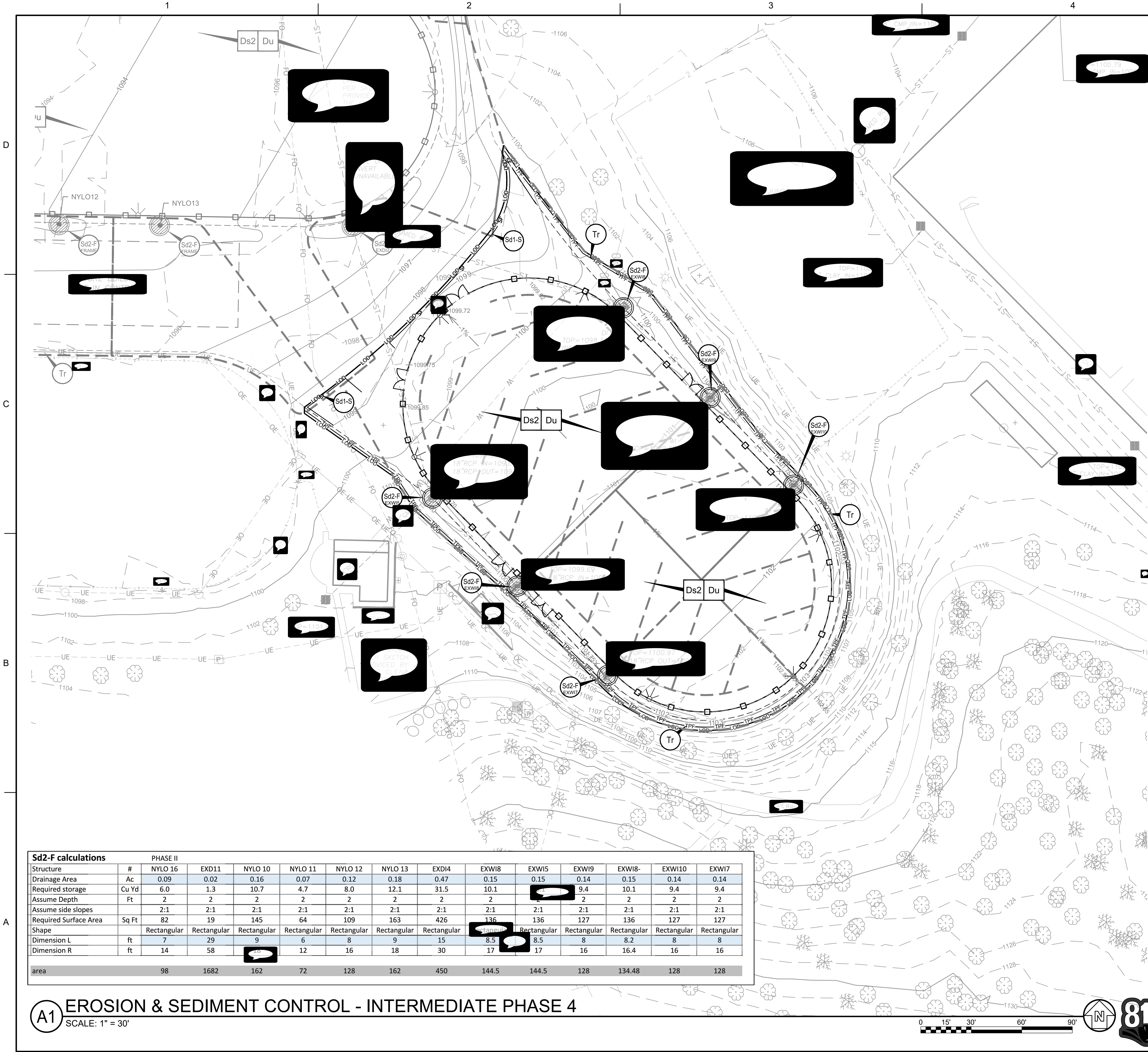
DATE	REVIEW COMMENTS	DATE	DESCRIPTION
9/15/2022	CITY REVIEW COMMENTS	9/15/2022	ADDITION OF PHASE 4
12/18/2020	CITY/COUNTY COMMENTS	12/18/2020	

DESIGNED BY:		DATE:
WM		NOVEMBER 3, 2020
DWN BY:	CKD BY:	SOLICITATION NO.:
HEB	KDH	-
SUBMITTED BY:		CONTRACT NO.:
HEB		-
FILE NAME:	FILE NUMBER:	
CE-201.dwg	-	
SIZE:	PLOT SCALE:	PLOT DATE:
22" x 34"	1/8"=1'-0"	

1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

EROSION & SEDIMENT CONTROL
- INTERMEDIATE PHASE 2

SHEET
IDENTIFICATION
NUMBER
CE-202



Sd2-F calculations		PHASE II													
Structure	#	NYLO 16	EXD11	NYLO 10	NYLO 11	NYLO 12	NYLO 13	EXD14	EXW18	EXW15	EXW19	EXW18-	EXW110	EXW17	
Drainage Area	Ac	0.09	0.02	0.16	0.07	0.12	0.18	0.47	0.15	0.15	0.14	0.15	0.14	0.14	
Required storage	Cu Yd	6.0	1.3	10.7	4.7	8.0	12.1	31.5	10.1	9.4	10.1	9.4	9.4	9.4	
Assume Depth	Ft	2	2	2	2	2	2	2	2	2	2	2	2	2	
Assume side slopes		2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	2:1	
Required Surface Area	Sq Ft	82	19	145	64	109	163	426	136	136	127	136	127	127	
Shape		Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	
Dimension L	ft	7	29	9	6	8	9	15	8.5	8.5	8	8.2	8	8	
Dimension R	ft	14	58	12	16	18	30	17	17	17	16	16.4	16	16	
area		98	1682	162	72	128	162	450	144.5	144.5	128	134.48	128	128	

A1 EROSION & SEDIMENT CONTROL - INTERMEDIATE PHASE 4
SCALE: 1" = 30'

GENERAL SHEET NOTES

- REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, LEGENDS, AND ABBREVIATIONS.
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
- THERE ARE NO KNOWN WETLANDS LOCATED WITHIN 200 FEET OF PROJECT AREA.
- NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.
- STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.

INTERMEDIATE EROSION CONTROL NARRATIVE

IN THE INTERMEDIATE PHASE, PERIMETER EROSION CONTROL ITEMS WILL BE MAINTAINED AS NECESSARY. THE CONSTRUCTION EXIT WILL BE MAINTAINED AS SHOWN. EXCAVATED INLET SEDIMENT TRAPS WILL BE INSTALLED ON STORM DRAINS FOR SEDIMENT STORAGE ALONG WITH A SD4-C IN THE LOCATION OF THE PROPOSED BIO-RETENTION. THE EXCAVATED INLET SEDIMENT TRAP ON EXD11 WILL BE MODIFIED TO BE SD2-P DURING THE INTERMEDIATE PHASE AFTER THE ADJACENT PAVEMENT HAS BEEN INSTALLED AND THE TOP OF INLET HAS BEEN ADJUSTED TO MATCH FINAL GRADE. TEMPORARY SEEDING AND MULCHING WILL BE USED AS NECESSARY, WITH PERMANENT SEEDING USED ON AREAS THAT ARE AT FINAL GRADE. ALL AREAS THAT ARE TO REMAIN AT A SLOPE STEEPER THAN 3H:1V ARE TO BE STABILIZED WITH PERMANENT MATTING IN ADDITION TO PERMANENT SEEDING. OUTLET CONTROL STRUCTURES ARE NOT TO BE INSTALLED UNTIL AFTER THE BIORETENTION BASINS ARE INSTALLED IN PHASE III.

TEMPORARY SEDIMENT TRAP (SD4-C)

- TRAP RECEIVES 2.41 ACRES OF DISTURBED AREA (INCLUDING 0.65 ACRES OF AREA PREVIOUSLY TREATED BY EXCAVATED INLET TRAPS)
- BOTTOM OF TRAP TO BE INSTALLED AS SHOWN ON PLANS, AT ELEVATION 1090.
 - SPILLWAY 16' WIDE AT 1091.7 ELEVATION.
 - TOP OF TRAP DAM AT 1092 ELEVATION.
 - SIDE SLOPES AT 3:1.
 - INSTALL STONE IN SPILLWAY
 - SEE DETAIL ON A3/CE-502.

SUMMARY OF AREAS

DISTURBED AREA:	4.11 ACRES
TOTAL	
AREA TO EXCAVATED INLET SEDIMENT TRAPS:	1.98 ACRES
ADDITIONAL AREA TO SD4-C:	1.76 ACRES
AREA TO SILT FENCE:	0.37 ACRES
(CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING)	
[1/4 ACRE TREATED PER 100 LF SILT FENCE]	
[148 LF SILT FENCE REQUIRED]	
[1,055 LF SILT FENCE PROVIDED]	

SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004

24 HR. EROSION CONTROL CONTACT
KIRT KIRBY
PH (770)871-9195

DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

POND
3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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CITY REVIEW COMMENTS	8/15/2022
CITYCOUNTY COMMENTS	6/30/2022
DATE	12/18/2020
APPR.	

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**
1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

**EROSION & SEDIMENT CONTROL
- INTERMEDIATE PHASE 4**

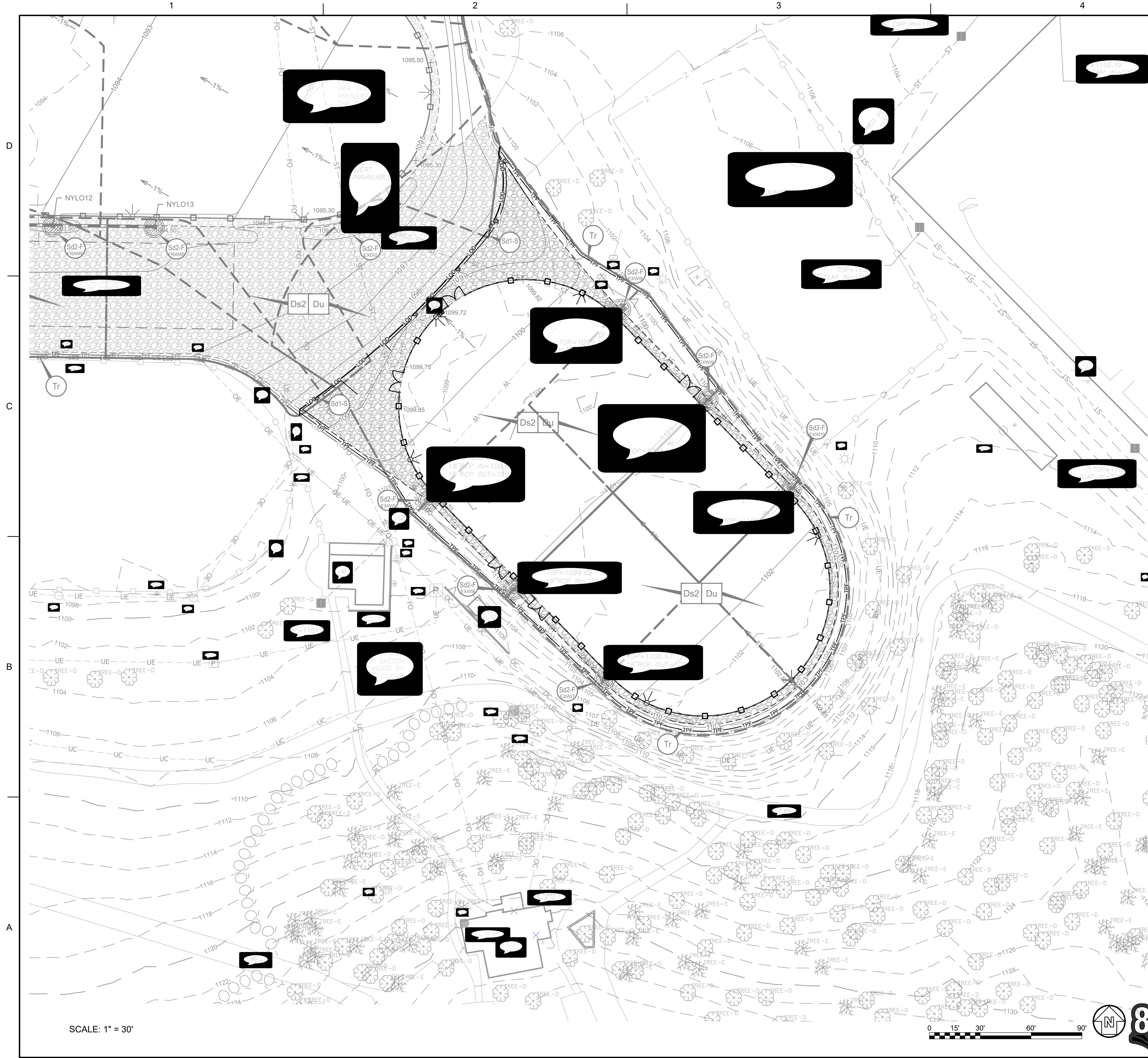
SHEET
IDENTIFICATION
NUMBER
CE-203

376 TO 100-YR FLOODPLAIN
PROVIDED BY ALPHARETTA GIS

SHEET
IDENTIFICATION
NUMBER
CE-301

SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004
24 HR. EROSION CONTROL CONTACT KIRT KIRBY PH (770)871-9195
DESIGN PROFESSIONAL: KEVIN HENDRIX, P.E. LEVEL II CERTIFICATION No.: 000072292 EXPIRES : 09/26/2023

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Or Call 800-282-7411



GENERAL SHEET NOTES

- REFER TO SHEET C-001 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
- THERE ARE NO KNOWN WETLANDS LOCATED WITHIN 200 FEET OF PROJECT AREA.
- NO STATE WATERS EXIST WITHIN 200 FEET OF PROJECT AREA.
- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25- OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- ANY DISTURBED AREA LEFT IDLE FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH PERMANENT SEEDING.
- STREETS MUST BE SWEEPED ROUTINELY AND KEPT CLEAN.
- SEDIMENT STORAGE VOLUME MUST BE IN PLACE PRIOR TO AND DURING ALL LAND DISTURBANCE ACTIVITIES UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

FINAL EROSION CONTROL NARRATIVE

IN THE FINAL PHASE, PERIMETER EROSION CONTROL ITEMS AND FILTER FRAME WITH SUPPORTING FRAME (SD2-F) WILL BE MAINTAINED AS NECESSARY. TEMPORARY SEEDING AND MULCHING WILL BE USED AS NECESSARY, WITH PERMANENT SEEDING OR SODDING (OR ARTIFICIAL TURF) USED ON AREAS THAT ARE AT FINAL GRADE. ALL AREAS THAT ARE TO REMAIN AT A SLOPE STEEPER THAN 3H:1V ARE TO BE STABILIZED WITH PERMANENT MATTING IN ADDITION TO PERMANENT SEEDING. THE CONSTRUCTION EXIT, SILT FENCING, AND INLET PROTECTION WILL REMAIN UNTIL THE UPSTREAM SITE IS FULLY STABILIZED. THE BIORETENTION BASIN WILL BE INSTALLED LAST, AFTER UPSTREAM AREAS HAVE BEEN STABILIZED. COORDINATE WITH THE LANDSCAPE PLAN FOR FINAL STABILIZATION MEASURES AND ESTABLISHMENT.

TEMPORARY SEDIMENT TRAP (SD4-C)

TRAP RECEIVES A TOTAL OF 2.41 ACRES OF DISTURBED AREA (INCLUDES AREA TREATED BY EXCAVATED SEDIMENT TRAPS UPSTREAM)

- BOTTOM OF TRAP TO BE INSTALLED AS SHOWN ON PLANS, AT ELEVATION 1090.
- SPILLWAY 16' WIDE AT 1091.7 ELEVATION.
- TOP OF TRAP DAM AT 1092 ELEVATION.
- SIDE SLOPES AT 3:1.
- INSTALL STONE IN SPILLWAY
- SEE DETAIL ON A3/CE-502.

SUMMARY OF AREAS

DISTURBED AREA: 4.11 ACRES
TOTAL

AREA TO EXCAVATED INLET
SEDIMENT TRAPS: 1.98 ACRES

AREA TO RETROFIT: 1.76 ACRES

AREA TO SILT FENCE: 0.37 ACRES
(CONSISTS OF PERIMETER AREAS, WHERE SEDIMENT STORAGE IS NOT OBTAINABLE. SEDIMENT REMOVAL IS PROVIDED BY SILT FENCING)
[1/4 ACRE TREATED PER 100 LF SILT FENCE]
[148 LF SILT FENCE REQUIRED]
[1,055 LF SILT FENCE PROVIDED]

SEE ANNOTATED EROSION CONTROL CHECKLIST ON SHEET CE004

24 HR. EROSION CONTROL CONTACT
KIRT KIRBY
PH (770)871-9195

DESIGN PROFESSIONAL:
KEVIN HENDRIX, P.E.
LEVEL II CERTIFICATION No.: 000072292
EXPIRES : 09/26/2023

POND
3500 Parkway Ln. Ste. 500
Peachtree Corners, GA 30092
Phone 678.336.7740

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CITY REVIEW COMMENTS	9/15/2022	
ADDITION OF PHASE 4	6/30/2022	
CITY/COUNTY COMMENTS	12/18/2020	
MARK	DATE	APPR.

DATE: NOVEMBER 3, 2020	DESIGNED BY: WJH	DATE: NOVEMBER 3, 2020	DESIGNED BY: WJH
SUBMITTED BY: HEB	DATE: NOVEMBER 3, 2020	SUBMITTED BY: HEB	DATE: NOVEMBER 3, 2020
FILE NAME: CE-301.dwg	FILE NUMBER:	FILE NAME: CE-301.dwg	FILE NUMBER:
SIZE: 22' x 34'	PLOT SCALE: 1"=30'	SIZE: 22' x 34'	PLOT SCALE: 1"=30'
CITY REVIEW COMMENTS			
ADDITION OF PHASE 4			
CITY/COUNTY COMMENTS			

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE
1825 OLD MILTON PKWY,
ALPHARETTA, GA 30009
POND PROJECT No. 1200671

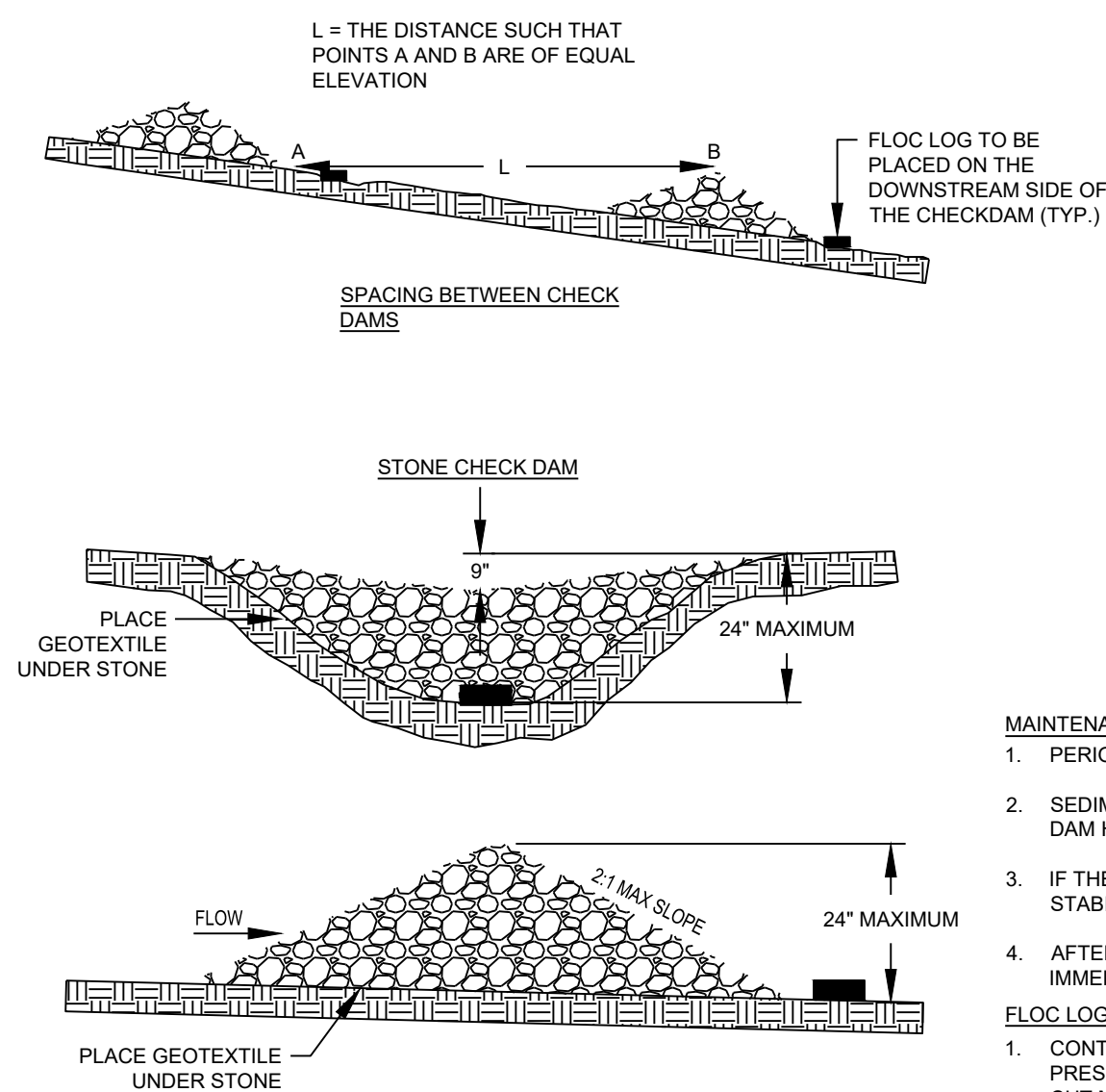
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11915 WILLS RD
CITY OF ALPHARETTA, GEORGIA, 30009

EROSION & SEDIMENT CONTROL
- FINAL PHASE 4

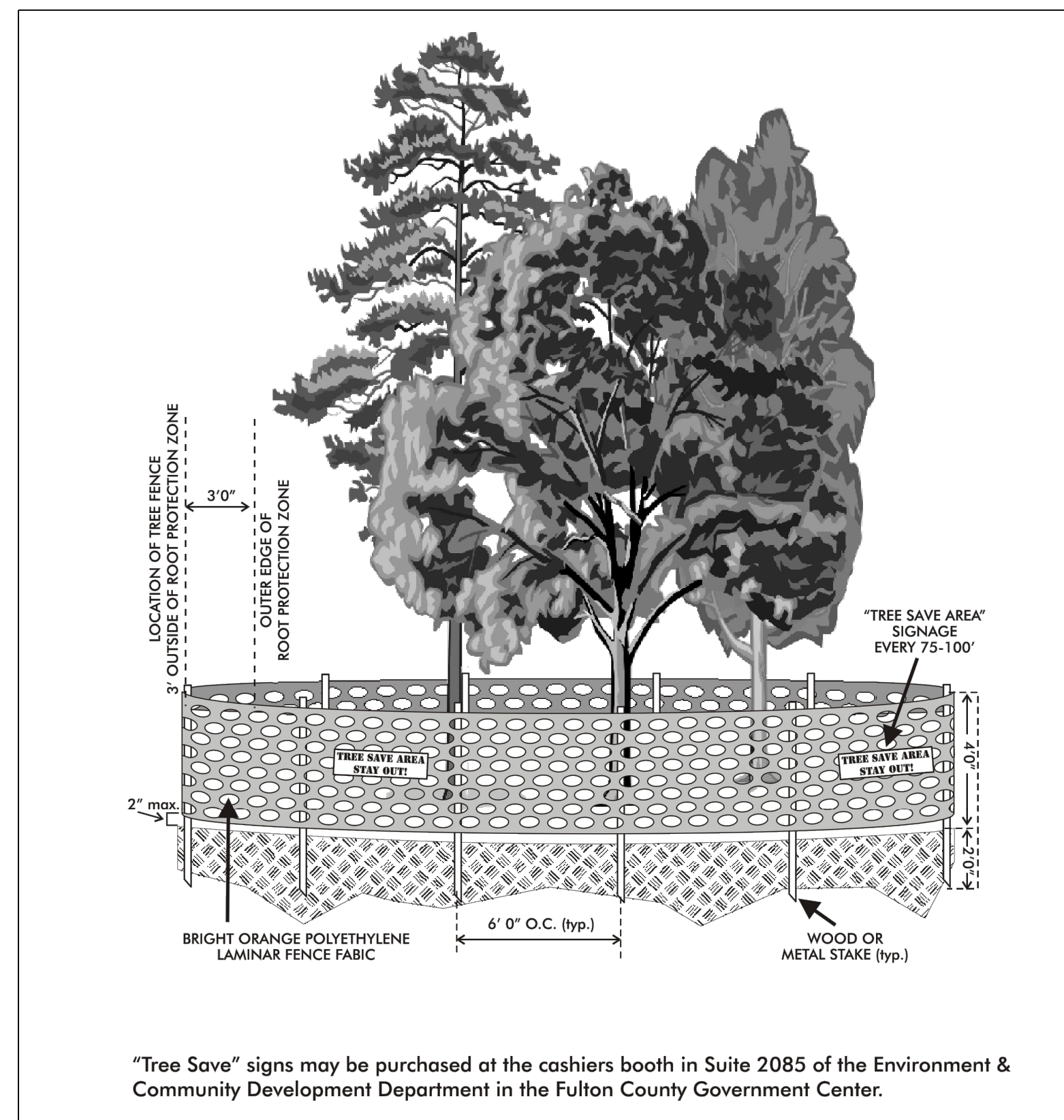
SHEET IDENTIFICATION NUMBER

CE-302

SHEET
IDENTIFICATION
NUMBER
CE-501



(C1) STONE CHECK DAM
NO SCALE



A1 TREE PROTECTION FENCE
NO SCALE

Tr

MULCHING MATERIAL

1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVERAGE.
2. WOOD WASTE (CHIPS, SAWDUST, OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEARING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED, AND APPLIED AS MULCH.
3. CUTBACK ASPHALT (SLOW CURING) SHALL BE APPLIED AT 1200 GALLONS PER ACRE (OR 1/4 GALLON PER SQ. YD.)
4. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OR STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION.

APPLYING MULCH

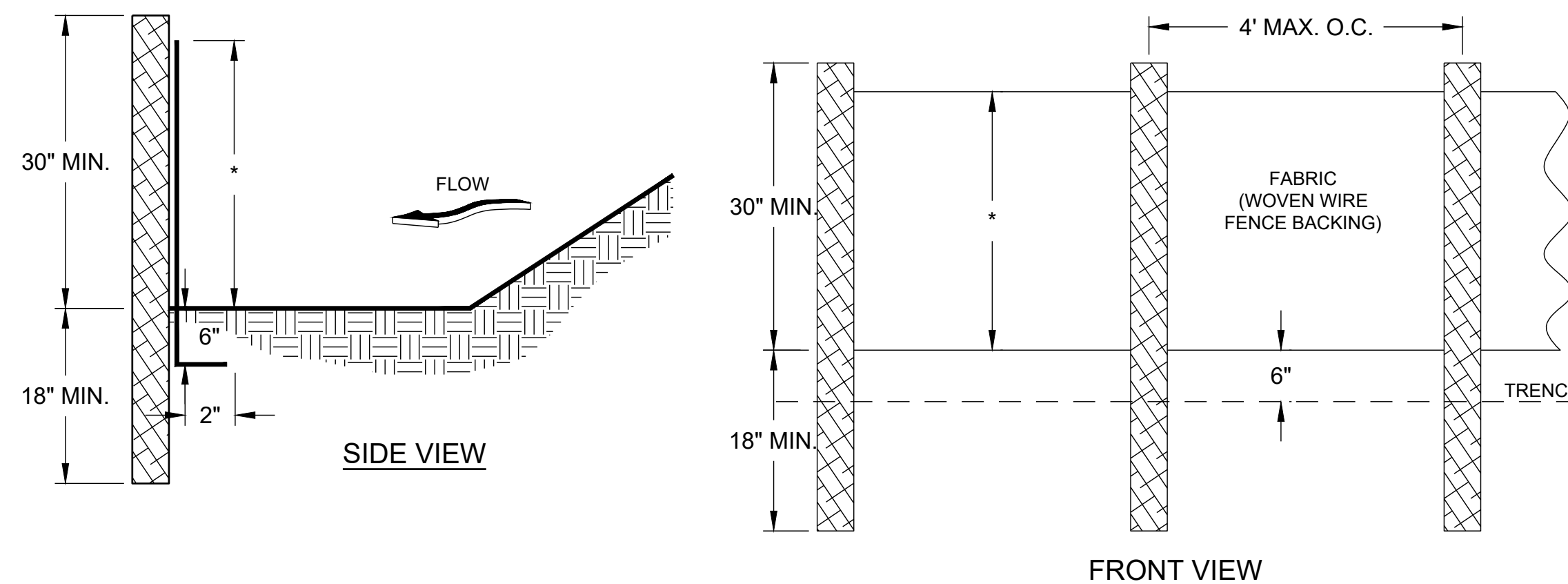
1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY DECOMPOSITION OF THE ORGANIC MULCHES
3. CUTBACK ASPHALT SHALL BE APPLIED UNIFORMLY. CARE SHOULD BE TAKEN IN AREAS OF PEDESTRIAN TRAFFIC DUE TO PROBLEMS OF "TRACKING IN" OR DAMAGE TO SHOES, CLOTHING, ETC.
4. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH

1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE USED SMOOTH OR SERRATED AND SHOULD BE 20 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN UPRIGHT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION.

STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE EQUIPMENT MAY BE ANCHORED WITH EMULSIFIED ASPHALT (GRADE AE-5 OR SS-1). THE ASPHALT EMULSION SHALL BE SPRAYED ONTO THE MULCH AS IT IS EJECTED FROM THE MACHINE. USE 100 GALLONS OF EMULSIFIED ASPHALT AND 100 GALLONS OF WATER PER TON OF MULCH. TACKIFIERS AND BINDERS CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. READ AND REFER TO SPECIFICATION T-1 TACKIFIERS AND BINDERS, PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

B3 DISTURBED AREA STABILIZATION (MULCHING ONLY)
NO SCALE



MAINTENANCE

SEDIMENT SHALL BE REMOVED ONCE IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER. FILTER FABRIC SHALL BE REPLACED WHENEVER IT HAS DETERIORATED TO SUCH AN EXTENT THAT THE EFFECTIVENESS OF THE FABRIC IS REDUCED (APPROXIMATELY SIX MONTHS). TEMPORARY SEDIMENT BARRIERS SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL SEDIMENT ACCUMULATED AT THE BARRIER SHALL BE REMOVED AND PROPERLY DISPOSED OF BEFORE THE BARRIER IS REMOVED.

NOTES

1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

A4 TYPE 'S' SILT FENCE
NO SCALE

(Sd.



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CKD BY:	HEB	SOLICITATION NO.:	
CD BY:	KDH		
SUBMITTED BY:	HEB	CONTRACT NO.:	
FILE NAME:		FILE NUMBER:	
SIZE:		PLOT SCALE:	PLOT DATE:

**CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE**

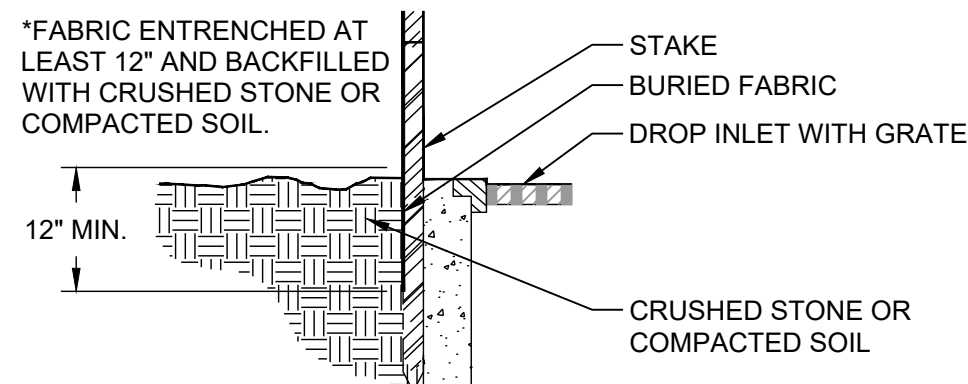
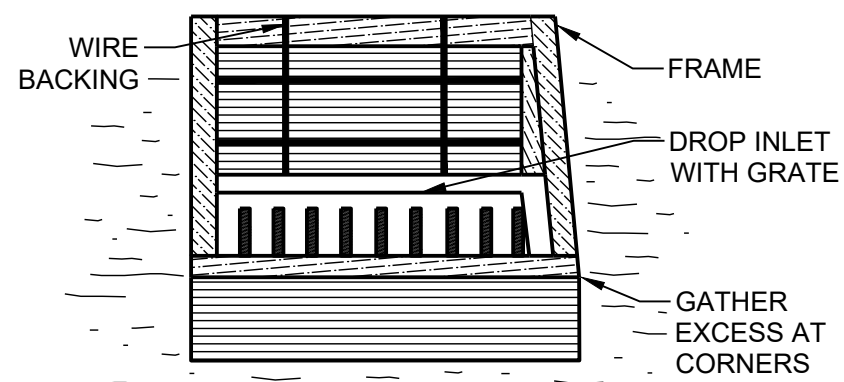
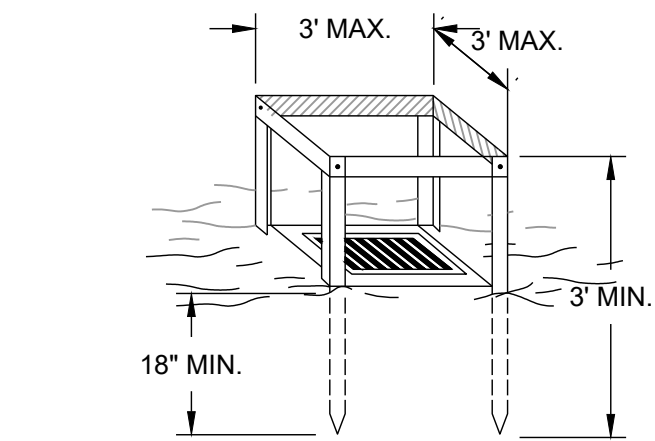
WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD,
CITY OF ALPHARETTA, GEORGIA, 30009

EROSION & SEDIMENT CONTROL DETAILS

SHEET
IDENTIFICATION
NUMBER
CE-502

FILE NAME: \srt\p\p\Projects\FY20120067104_CAD_BIM04.02_CADICE-500.dwg PLOTTED: Thursday, October 20, 2022

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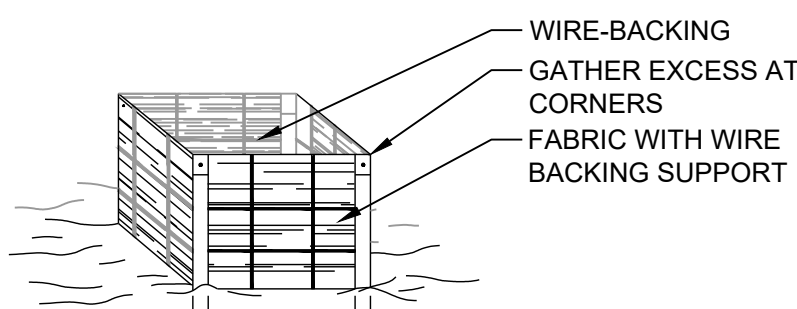


MAINTENANCE

THE TRAP SHALL BE INSPECTED DAILY AND AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE TRAP. SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM THE SEDIMENT TRAP AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLET. AGAIN, WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED, ALL MATERIALS AND ANY SEDIMENT SHALL BE REMOVED, AND EITHER SALVAGED OR DISPOSED OF PROPERLY. THE DISTURBED AREA SHALL BE BROUGHT TO PROPER GRADE, THEN SMOOTHED AND COMPACTED. APPROPRIATELY STABILIZE ALL DISTURBED AREAS AROUND THE INLET.

INSTALLATION NOTES

1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
2. STAKES SHALL BE STEEL POSTS @ 3' MIN. & 1.3 LBS/FT.
3. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
4. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
5. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.

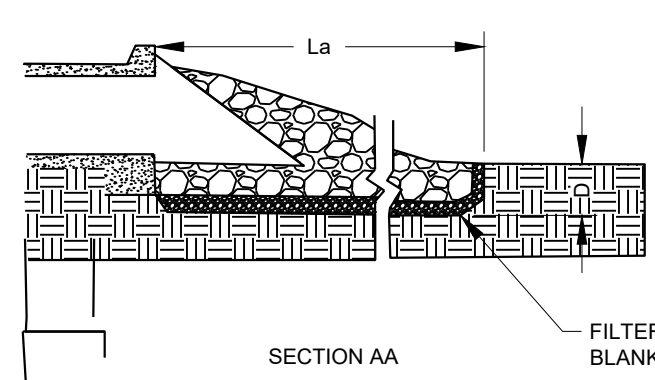
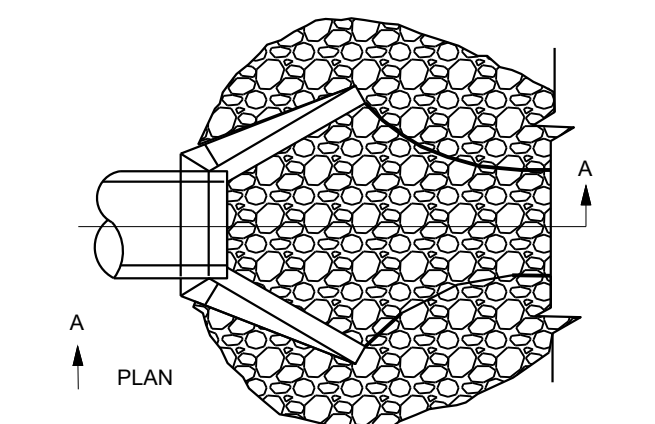
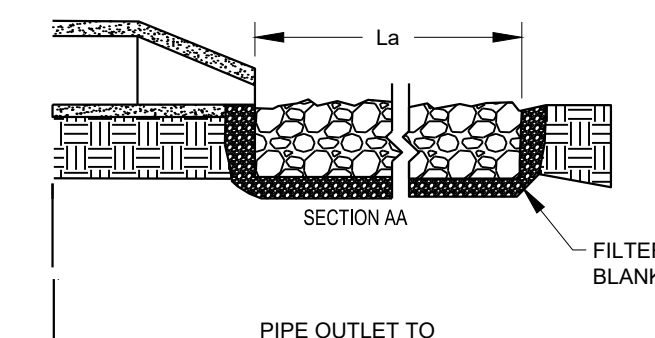
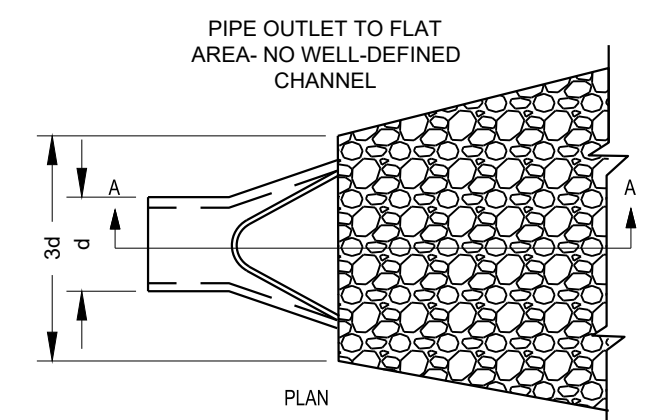


C

C1 INLET SEDIMENT TRAP - FILTER FABRIC WITH SUPPORTING FRAME

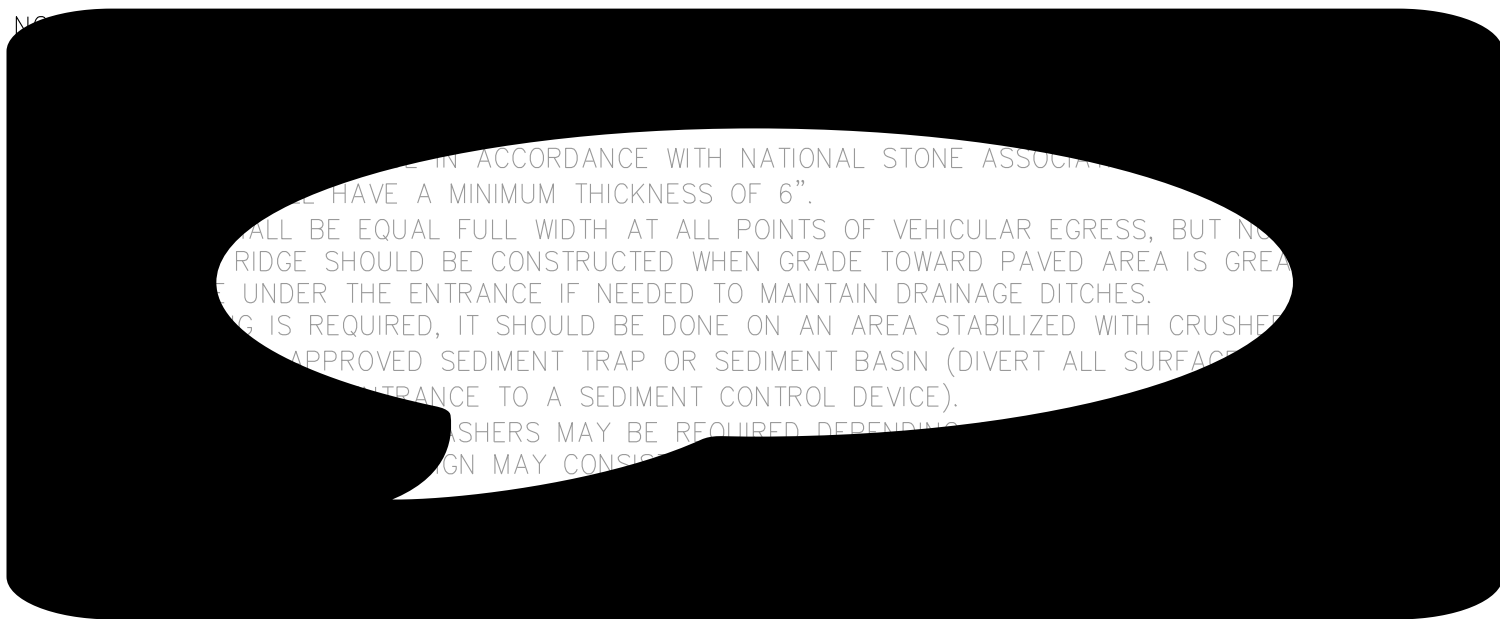
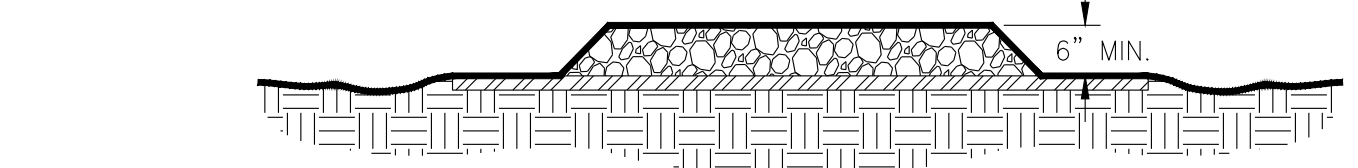
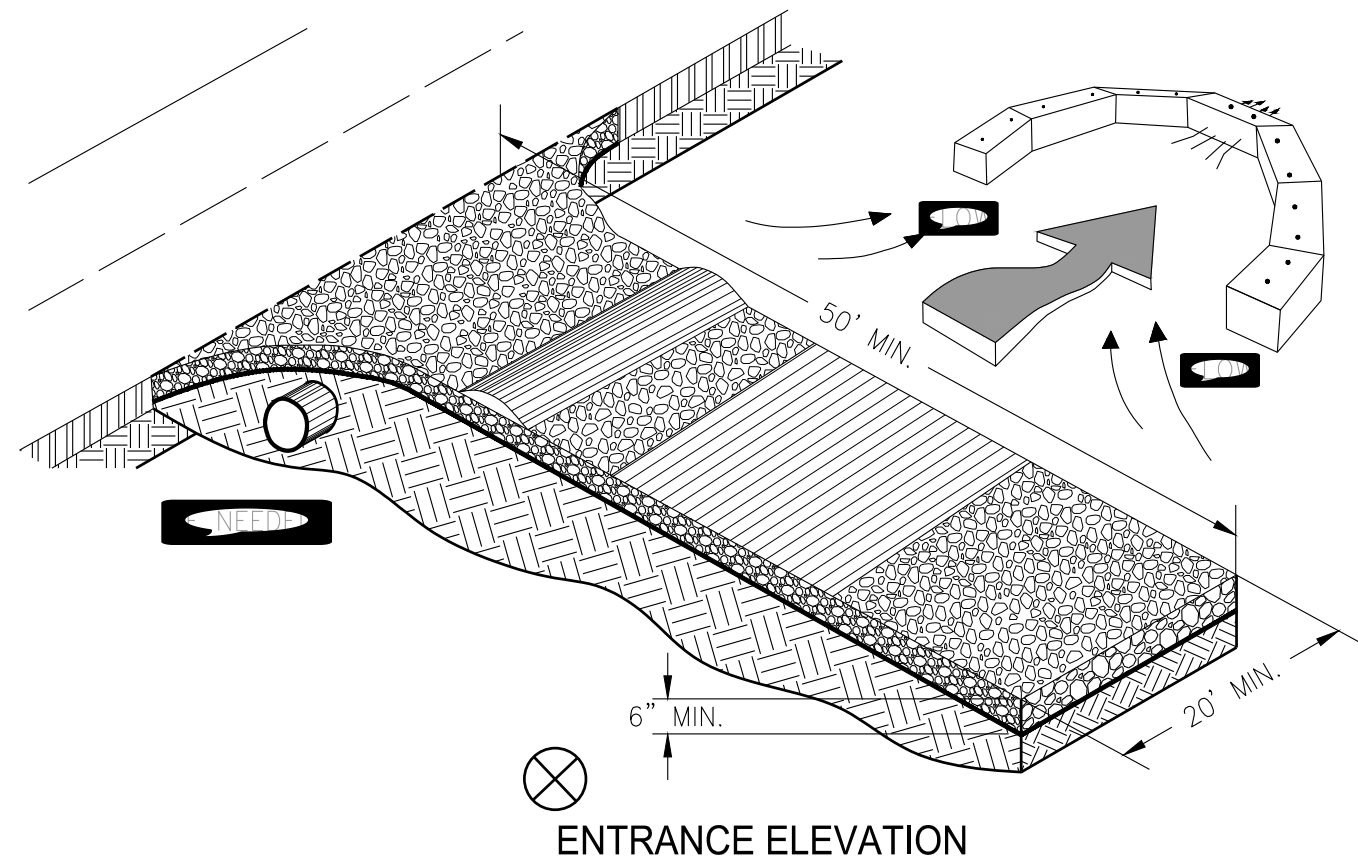
NO SCALE

Sd2-F
FRAME



CONSTRUCTION NOTES:

1. La IS THE LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER, BUT NOT LESS THAN 6".
3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.
5. ENSURE THAT THE SUBGRADE FOR THE FILTER AND THE RIPRAP FOLLOWS THE REQUIRED LINES AND GRADES SHOWN IN THE PLAN. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO THE DENSITY STATED IN THE SPECIFICATIONS.
6. THE RIPRAP AND GRAVEL FILTER MUST CONFORM TO THE SPECIFIED GRADING LIMITS SHOWN ON THE PLANS.
7. GEOTEXTILE MUST MEET DESIGN REQUIREMENTS AND BE PROPERLY PROTECTED FROM PUNCHING OR TEARING DURING INSTALLATION. REPAIR ANY DAMAGE BY REMOVING THE RIPRAP AND PLACING ANOTHER PIECE OF FILTER FABRIC OVER THE DAMAGED AREA. ALL CONNECTING JOINTS SHOULD OVERLAP A MIN. OF 1 FT. IF THE DAMAGE IS EXTENSIVE, REPLACE THE ENTIRE FILTER FABRIC.
8. CONSTRUCT THE APRON ON ZERO GRADE WITH NO OVERFALL AT THE END. MAKE THE TOP OF THE RIPRAP AT THE DOWNSTREAM END LEVEL WITH THE RECEIVING AREA OR SLIGHTLY BELOW IT.
9. FILTER: INSTALL A FILTER TO PREVENT SOIL MOVEMENT THROUGH THE OPENINGS IN THE RIPRAP. THE FILTER SHOULD CONSIST OF A GRADED GRAVEL LAYER AND A SYNTHETIC FILTER CLOTH.
10. INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.



Riprap Apron Summary										
(St) ID	Pipe Diameter (Do)	Flow Rate (cfs)	Velocity (fps)	Tailwater (Min/Max)	Riprap size (d50)	Max Stone Size	Apron Thickness	Apron Length (La)	Apron Width at HW (W=3Do)	Apron Width at End (W=Do+La)
FES 9	12	3.38	4.850	Min	0.5	0.75	1.125	6	3	7
EX 30" RCP	30	7.81	4.710	Min	0.5	0.75	1.125	15	7.5	17.5
EX 18" RCP	18	8.43	5.490	Min	0.6	0.9	1.35	9	4.5	10.5

A

A1 STORM DRAIN OUTLET PROTECTION

NO SCALE

St

A2 CONSTRUCTION EXIT

NO SCALE

Co

A3 TEMPORARY SEDIMENT TRAP - WITH STONE OUTLET

NO SCALE

Sd4-C

SEDIMENT STORAGE SUMMARY CE-201 (SD4-C) TEMPORARY SEDIMENT TRAP

1. REQUIRED STORAGE= 2.41 Ac x 67 CY/Ac x 27 CF/CY = 4360 CF
2. AVAILABLE STORAGE = 6528 CF
3. IS THE AVAILABLE STORAGE (4) GREATER THAN THEN TOTAL REQUIRED STORAGE (3)? ☒ X ☐ YES ☐ NO
4. IF "NO", THE SEDIMENT STORAGE CAPACITY OF THE POND MUST BE INCREASED. CHOOSE THE METHOD TO BE USED:
☐ RAISE THE INVERT OF THE OUTLET STRUCTURE ☐ INCHES
☐ UNDERCUT THE POND ☐ FEET
☐ OTHER ☐
5. CLEAN-OUT ELEVATION = 1090.40 FT
6. IS THE LENGTH-WIDTH RATIO 2:1 OR GREATER? ☒ X ☐ YES ☐ NO

SEDIMENT STORAGE SUMMARY CE-101 (SD4-C) TEMPORARY SEDIMENT TRAP

1. REQUIRED STORAGE= 1.01 Ac x 67 CY/Ac x 27 CF/CY = 1827 CF
2. AVAILABLE STORAGE = 1898 CF
3. IS THE AVAILABLE STORAGE (4) GREATER THAN THEN TOTAL REQUIRED STORAGE (3)? ☒ X ☐ YES ☐ NO
4. IF "NO", THE SEDIMENT STORAGE CAPACITY OF THE POND MUST BE INCREASED. CHOOSE THE METHOD TO BE USED:
☐ RAISE THE INVERT OF THE OUTLET STRUCTURE ☐ INCHES
☐ UNDERCUT THE POND ☐ FEET
☐ OTHER ☐
5. CLEAN-OUT ELEVATION = 1090.50 FT
6. IS THE LENGTH-WIDTH RATIO 2:1 OR GREATER? ☒ X ☐ YES ☐ NO

TEMPORARY SEDIMENT TRAP

COURTESY OF CITY OF KNOXVILLE BMP EROSION AND SEDIMENT

ROCK OUTLET

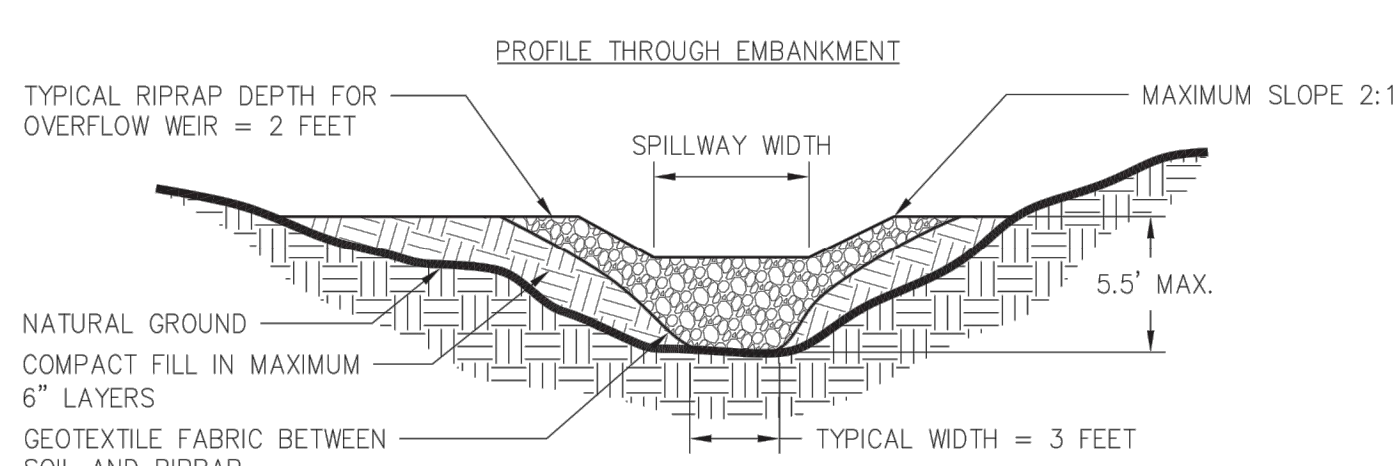
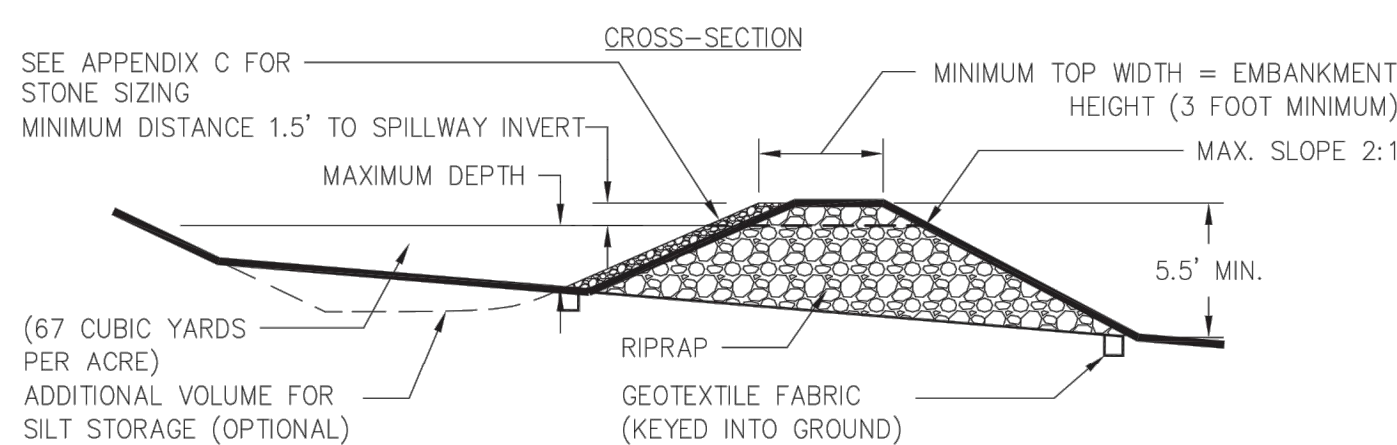
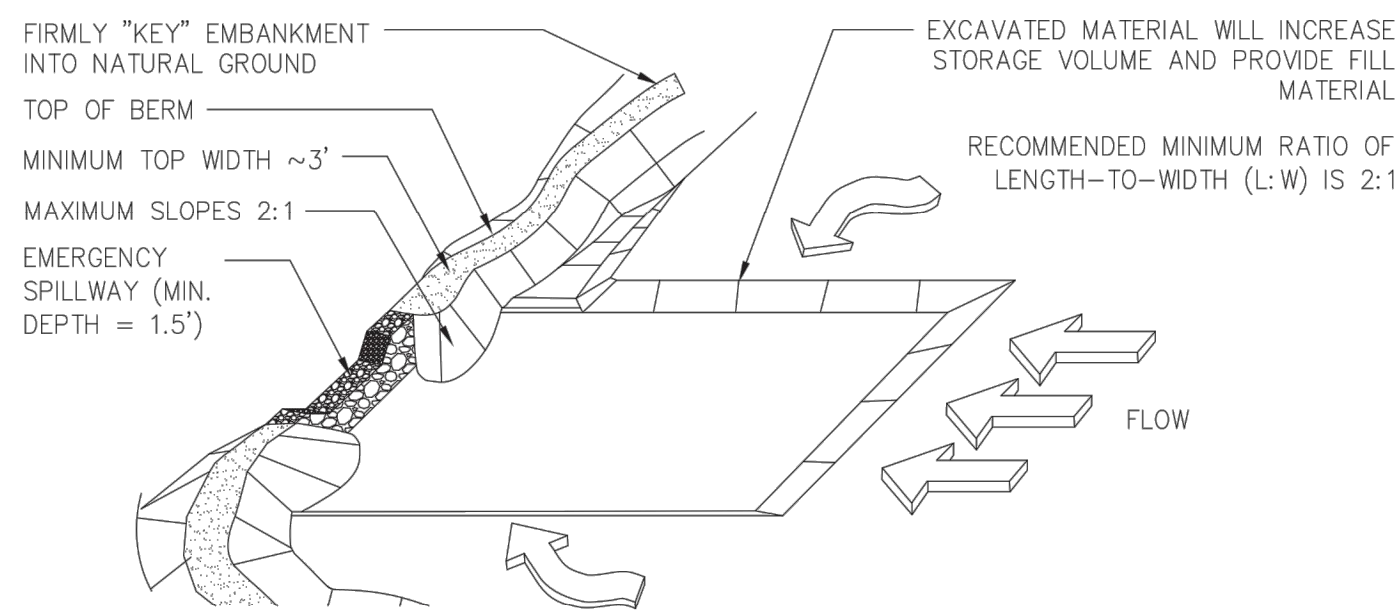


Figure 6-30.3

6-189

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MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/16/2020	

DESIGNED BY: WMI	DATE: NOVEMBER 3, 2020	SOLICITATION NO.:	CONTRACT NO.:	FILE NUMBER:	PLOT DATE:
DRAWN BY: DIB	CD BY: KDH				
SUBMITTED BY:					
FILE NAME:					
SIZE:	PLOT SCALE:				
22" x 34"	N.T.S.				

CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE
1925 OLD MILL TON PKWY,
ALPHARETTA, GA. 30009
POND PROJECT No. 1200671

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009
EROSION & SEDIMENT
CONTROL DETAILS

SHEET
IDENTIFICATION
NUMBER
CE-502

FILE NAME: X:\FY20120087104_CAD_BIM04.02.CAD\LD-101.dwg PLOTTED: Tuesday, June 28, 2022

GENERAL SHEET NOTES

- REFER TO SHEETS C-001 AND C-002 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
- REFER TO CS SERIES FOR SITE PLAN INFORMATION
- REFER TO LP SERIES FOR LANDSCAPE PLAN INFORMATION
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
- CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

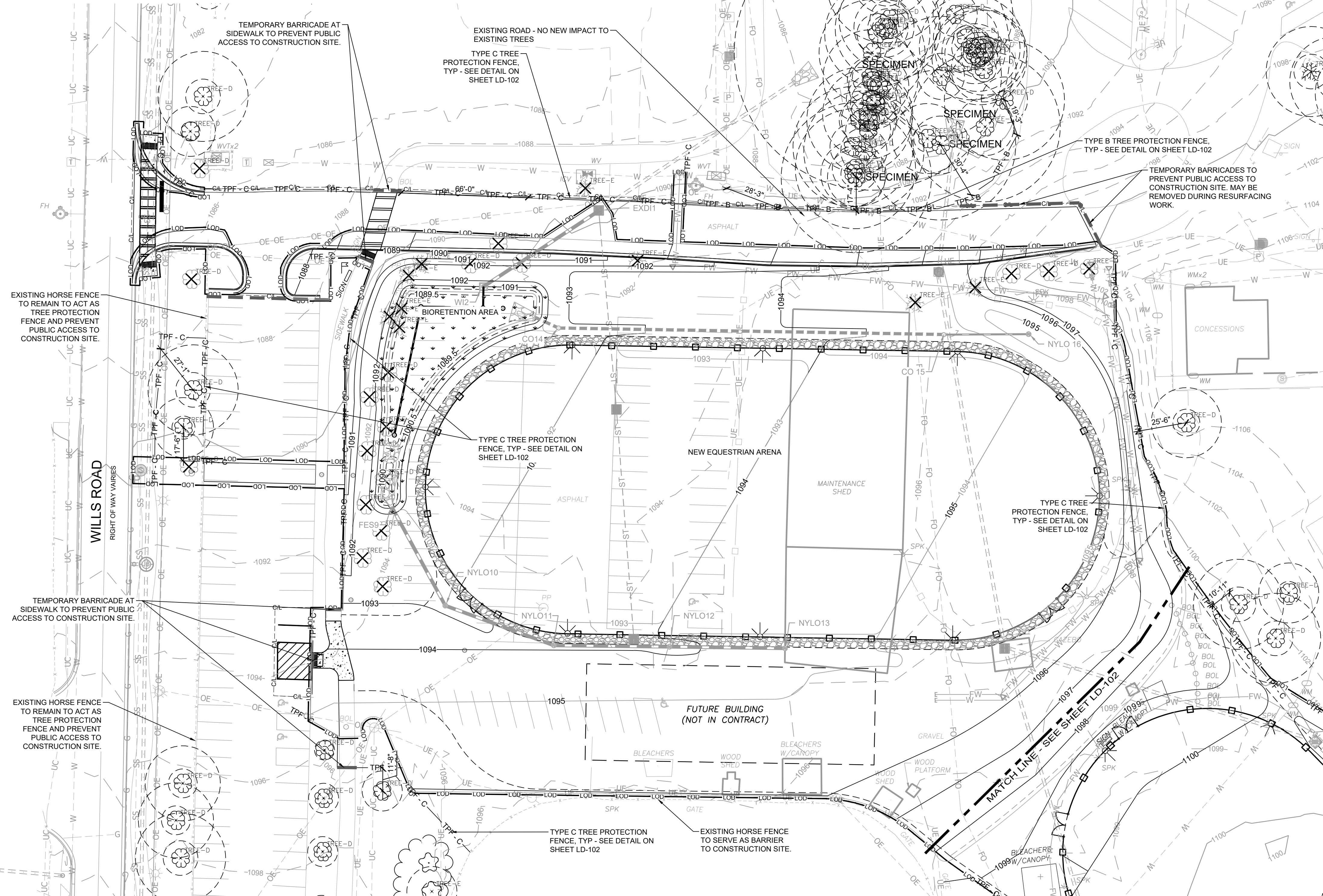
NOTE: 27 TREES REMOVED - 0 SPECIMEN TREES REMOVED

LEGEND

- EXISTING CONTOURS
- TPF - B TREE PROTECTION FENCE TYPE B
- TPF - C TREE PROTECTION FENCE TYPE C SEE DETAIL ON SHEET LD-102
- TEMPORARY BARRIER
- REMOVE TREE AND ROOT SYSTEM
- EXISTING TREE
- STRUCTURAL ROOT PLATE
- CRZ (CRITICAL ROOT ZONE)

ARBORIST NOTES:

- IF THERE ARE INCONSISTENCIES BETWEEN ANY ITEMS ON THESE PLANS THE MORE STRICT INTERPRETATION OF THOSE REQUIREMENTS SHALL BE FOLLOWED. PLEASE CONTACT THE CITY ARBORIST FOR ANY INTERPRETATION.
- PRIOR TO THE TREE SAVE FENCE INSPECTION PROVIDE THE CITY ARBORIST WITH PROOF OF PRE-PAYMENT OF THE REQUIRED TREE CARE PLAN TO A REPUTABLE TREE CARE COMPANY.
- TREE SAVE FENCE AND SIGNAGE FOR ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE THIS INSPECTION AND APPROVAL HAS OCCURRED.
- THE CRZ OF SPECIMEN TREES PLUS ALL BUFFERS SHALL BE PROTECTED WITH WIRE-BACK TREE SAVE FENCING WITH METAL SUPPORT POSTS OR CHAIN LINK AND TREE SAVE SIGNAGE.
- INSTALLATION OF THE TREE SAVE FENCE WILL INVOLVE NO TRENCHING.
- ALL EXISTING TREES IDENTIFIED FOR PRESERVATION OR FOUND WITHIN TREE SAVE AREAS MUST BE FULLY PROTECTED DURING ALL PHASES OF THIS PROJECT.
- ADDITIONAL TREES ALONG THE LIMITS OF DISTURBANCE WITH ENCROACHMENT INTO THE SRP AND DEEMED STRUCTURALLY UNSAFE BY THE CITY ARBORIST OR THE PROJECT ARBORIST MAY BE REQUIRED TO BE REMOVED PRIOR TO CO.
- ALL ROOTS ENCOUNTERED 1/2' OR GREATER DURING GRADING OR EXCAVATING OPERATIONS SHALL BE CLEAN CUT UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
- ANY LIMBS OVERHANGING THE LOD THAT MAY BE RIPPED, TORN, OR DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY PRUNED UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE VEGETATION AND REMOVE TRASH AND DEBRIS AROUND THE PERIMETER OF THE PROJECT, EVEN IF WITHIN THE PUBLIC ROW. IN ACCORDANCE WITH THE CITY OF ALPHARETTA PROPERTY MAINTENANCE CODES.
- ALL APPROVED REVISIONS TO THE LOCATION OF THE TREE SAVE FENCE NEED TO BE COORDINATED WITH THE LAND DISTURBANCE INSPECTOR PRIOR TO RELOCATION.



A1 TREE REMOVAL & PROTECTION PLAN

SCALE: 1" = 30'

0 15' 30' 60' 90'



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WILLS PARK EQUESTRIAN CENTER
11815 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009

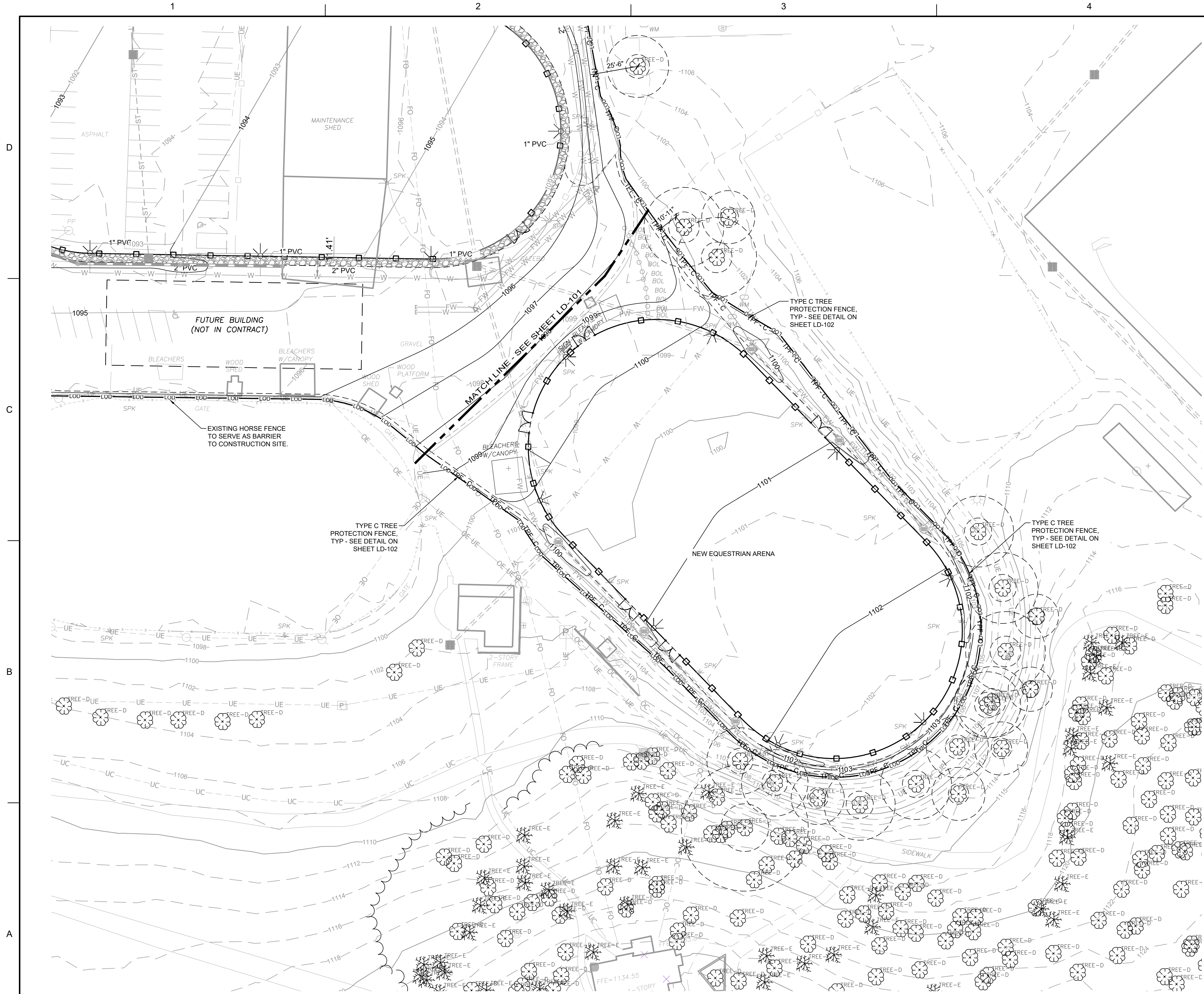
SHEET
IDENTIFICATION
NUMBER
LD-101

DESIGNED BY: DATE: NOVEMBER 3, 2020
SPT BY: CVD BY: SOLICITATION NO.:
SPT BY: RBV
SUBMITTED BY: CONTRACT NO.:
FILE NAME: FILE NUMBER:
SIZE: 22' x 34' PLOT SCALE: 1"=20'
PLOT DATE:

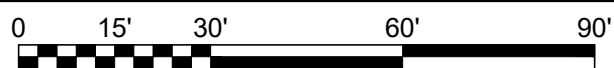
MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/18/2020	



FILE NAME: X:\FY201200871104_CAD_BIM04.02.CAD\LD-101.dwg PLOTTED: Tuesday, June 28, 2022



A1 TREE REMOVAL & PROTECTION PLAN
SCALE: 1" = 30'



GENERAL SHEET NOTES

1. REFER TO LD101 FOR MORE INFORMATION.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.

NOTE: 27 TREES REMOVED - 0 SPECIMEN TREES REMOVED

ARBORIST NOTES:

1. IF THERE ARE INCONSISTENCIES BETWEEN ANY ITEMS ON THESE PLANS THE MORE STRICT INTERPRETATION OF THOSE REQUIREMENTS SHALL BE FOLLOWED. PLEASE CONTACT THE CITY ARBORIST FOR ANY INTERPRETATION.
2. PRIOR TO THE TREE SAVE FENCE INSPECTION PROVIDE THE CITY ARBORIST WITH PROOF OF PRE-PAYMENT OF THE REQUIRED TREE CARE PLAN TO A REPUTABLE TREE CARE COMPANY.
3. TREE SAVE FENCE AND SIGNAGE FOR ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE THIS INSPECTION AND APPROVAL HAS OCCURRED.
4. THE CRZ OF SPECIMEN TREES PLUS ALL BUFFERS SHALL BE PROTECTED WITH WIRE-BACK TREE SAVE FENCING WITH METAL SUPPORT POSTS OR CHAIN LINK AND TREE SAVE SIGNAGE.
5. INSTALLATION OF THE TREE SAVE FENCE WILL INVOLVE NO TRENCHING.
6. ALL EXISTING TREES IDENTIFIED FOR PRESERVATION OR FOUND WITHIN TREE SAVE AREAS MUST BE FULLY PROTECTED DURING ALL PHASES OF THIS PROJECT.
7. ADDITIONAL TREES ALONG THE LIMITS OF DISTURBANCE WITH ENCROACHMENT INTO THE SRP AND DEEMED STRUCTURALLY UNSAFE BY THE CITY ARBORIST OR THE PROJECT ARBORIST MAY BE REQUIRED TO BE REMOVED PRIOR TO CO.
8. ALL ROOTS ENCOUNTERED 1/2" OR GREATER DURING GRADING OR EXCAVATING OPERATIONS SHALL BE CLEAN CUT UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
9. ANY LIMBS OVERHANGING THE LOD THAT MAY BE RIPPED, TORN, OR DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY PRUNED UNDER THE DIRECTION OF AN ISA CERTIFIED ARBORIST.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE VEGETATION AND REMOVE TRASH AND DEBRIS AROUND THE PERIMETER OF THE PROJECT, EVEN IF WITHIN THE PUBLIC ROW. IN ACCORDANCE WITH THE CITY OF ALPHARETTA PROPERTY MAINTENANCE CODES.
11. ALL APPROVED REVISIONS TO THE LOCATION OF THE TREE SAVE FENCE NEED TO BE COORDINATED WITH THE LAND DISTURBANCE INSPECTOR PRIOR TO RELOCATION.

LEGEND

- EXISTING CONTOURS
- TREE PROTECTION FENCE TYPE B
- TREE PROTECTION FENCE TYPE C
SEE DETAIL ON SHEET LD-102
- TEMPORARY BARRIER
- REMOVE TREE AND ROOT SYSTEM
- EXISTING TREE
- STRUCTURAL ROOT PLATE
- CRZ (CRITICAL ROOT ZONE)



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WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009
TREE REMOVAL & PROTECTION PLAN

SHEET
IDENTIFICATION
NUMBER
LD-102

DESIGNED BY: DATE: NOVEMBER 3, 2020
SPT BY: SPT BY: CVD BY: SOLICITATION NO.:
SUBMITTED BY: KDH CONTRACT NO.:
FILE NAME: FILE NUMBER:
SIZE: 22" x 34" PLOT SCALE: 1"=20'
PLOT DATE:

MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/18/2020	

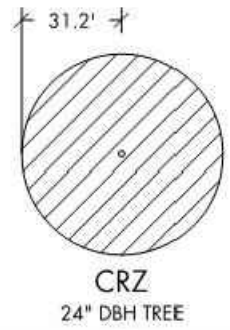




1. ALL TREE PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED. NO PARKING, STORAGE OR OTHER CONSTRUCTION SITE ACTIVITIES ARE TO OCCUR WITHIN THE TREE PROTECTION AREA.
2. PROVIDE 4" DEEP WOOD CHIP MULCH OVER ANY UNPROTECTED ROOT ZONE.
3. MAKE CLEAN CUTS ON ROOTS EXPOSED BY GRADING AND BACKFILL IMMEDIATELY.
4. INSTALLATION SHALL INVOLVE NO TRENCHING SIGNS TO BE PLACED AT 50' INTERVALS ALONG FENCING. SIGNS TO BE A MINIMUM OF 8 1/2" X 11". SIGNS TO READ:

KEEP OUT
TREE PROTECTION AREA
PROHIBIDO
ZONA PROTECTORA PARA LOS ARBOLES

ACCESS POINT
ALL TREE PROTECTION/LOD FENCING MUST HAVE A MINIMUM OF ONE ACCESS POINT EVERY 200' OF FENCING. ACCESS POINT SHALL BE CONSTRUCTED AS BELOW.



THE CITY OF
ALPHARETTA

TREE PROTECTION / L.O.D.
FENCING

08/01/2015

STD. L-6

POINT	TREE SIZE/ SPECIES	ACTION	% IMPACT	NOTES
10923	ELM 18"			
10924	ELM 15"			
10929	ELM 15"			
11010	ELM 16"	REMOVE		
11011	ELM 12"			
11012	ELM 18"			
11013	ELM 15"			
11069	ELM 15"			
11119	ELM 18"			
11120	ELM 10"			
11291	HOLLY 3"			
11292	HOLLY 5"			
11293	HOLLY 3"			
11295	HOLLY 4"			
11296	HOLLY 6"			
11755	WATER OAK 10"			
11760	WATER OAK 12"			
11763	WATER OAK 12"			
11780	HICKORY 28"			
11897	WATER OAK 10"			
20649	SUGAR MAPLE 6"			
20666	HOLLY 10"			
20700	SUGAR MAPLE 6"			
20704	SUGAR MAPLE 6"			
20705	SUGAR MAPLE 6"			
20712	SUGAR MAPLE 4"			
20713	RED MAPLE 8"			
20822	GREEN ASH 18"	REMOVE		
20823	GREEN ASH 15"	REMOVE		
20824	GREEN ASH 15"	REMOVE		
20825	GREEN ASH 15"	REMOVE		
20826	GREEN ASH 13"	REMOVE		
20827	GREEN ASH 12"	REMOVE		
20828	GREEN ASH 12"	REMOVE		
20829	GREEN ASH 16"	REMOVE		
20830	GREEN ASH 10"	REMOVE		
20831	HOLLY 18"	REMOVE		
20832	HOLLY 12"	REMOVE		
20833	HOLLY 12"	REMOVE		
20834	HOLLY 14"	REMOVE		
20835	HOLLY 30"	REMOVE		
20837	GREEN ASH 15"	REMOVE		
20838	GREEN ASH 13"	REMOVE		
20839	GREEN ASH 12"	REMOVE		
20898	CEDAR 20"	REMOVE		This is a leyland cypress - not specimen
20899	CEDAR 25"	REMOVE		This is a leyland cypress - not specimen
21059	CEDAR 15"	REMOVE		
21067	CEDAR 18"	REMOVE		
21225	OAK 15"		22%	
21226	OAK 15"		17%	
21229	OAK 12"		4%	
21232	OAK 16"		4%	
21235	OAK 16"		5%	
21236	OAK 14"		7%	
21238	OAK 15"		8%	
21241	OAK 16"		6%	
21243	OAK 16"		6%	
21240	OAK 18"		11%	
21248	OAK 16"		5%	
21391	CHINESE ELM 18"		21%	
21392	CHINESE ELM 18"		12%	
21393	CHINESE ELM 12"			
21394	CHINESE ELM 14"			
21407	CRABAPPLE 24"	REMOVE		This is a multi-trunk Crape Myrtle - not specimen
21408	CRABAPPLE 24"	REMOVE		This is a multi-trunk Crape Myrtle - not specimen
21409	CRABAPPLE 24"	REMOVE		This is a multi-trunk Crape Myrtle - not specimen
21804	SWEETGUM 16"			
21805	SWEETGUM 24"			
21806	SWEETGUM 20"			
21807	SWEETGUM 12"			
21808	SWEETGUM 21"			
21809	SWEETGUM 21"			
21810	WATER OAK 55"			SPECIMEN
21811	SWEETGUM 19"			
21812	SWEETGUM 10"			
21813	SWEETGUM 12"			
21814	SWEETGUM 10"			
21815	SWEETGUM 10"			
21816	SWEETGUM 18"			
21817	SWEETGUM 11"			
21818	SWEETGUM 21"			
21819	SWEETGUM 9"			
21820	SWEETGUM 24"			
21821	SWEETGUM 24"			
21822	SWEETGUM 24"			
21823	SWEETGUM 13"			
21824	SWEETGUM 30"			SPECIMEN
21825	SWEETGUM 14"			
21826	SWEETGUM 30"			SPECIMEN
21827	PECAN 30"			SPECIMEN
21828	SWEETGUM 24"			
21829	SWEETGUM 24"			
21830	SWEETGUM 13"			
21831	SWEETGUM 19"			
21832	SWEETGUM 12"			
21833	SWEETGUM 17"			
21834	SWEETGUM 17"			
21835	SWEETGUM 21"			
21836	MAPLE 13"			
21837	MAPLE 23"			
22717	HOLLY 18"			
22718	HOLLY 18"			
22719	HOLLY 18"			



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GENERAL PLANTING NOTES:

1. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, FREE OF PESTS AND DISEASE.
2. ALL PLANTS SHALL BE CONTAINER-GROWN, OR BALLED AND BURLAPPED AS SPECIFIED.
3. CONTRACTOR'S PRICE SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, I.E. MULCH, PLANTING, SOIL MIX, STAKING MATERIAL, WATERING, MAINTENANCE DURING CONSTRUCTION, ETC.
4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES SHOWN ON THESE DRAWINGS BEFORE PRICING THE WORK, AND WILL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO PLAN. THE PLANT SCHEDULE IS PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY.
5. PROVIDE PLANT MATERIALS TRUE TO SPECIES AND VARIETY COMPLYING WITH RECOMMENDATIONS OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERY MEN.
6. PLANTING PLANS INDICATE DIAGRAMMATIC LOCATIONS ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND RELOCATION OF PLANT MATERIAL INSTALLED PRIOR TO DESIGN PROFESSIONAL OR OWNER'S REPRESENTATIVE'S APPROVAL SHALL BE DONE WITHOUT PENALTY OR ADDITIONAL COST TO OWNER. STAKE PLANT LOCATIONS AT SITE AND OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL PRIOR TO PLANT INSTALLATION.
7. LOCATE AND VERIFY ALL UTILITY LOCATIONS AND EXISTING STRUCTURES IN AND AROUND THE SITE PRIOR TO WORK. BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE DIGGING. MAINTAIN EXISTING UTILITIES AND STRUCTURES AND PROTECT AGAINST DAMAGE DURING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES, STRUCTURES, PAVING AND/OR WORK OF OTHER TRADES RESULTING FROM LANDSCAPE CONSTRUCTION.
6. THE CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HRS MINIMUM PRIOR TO DIGGING FOR FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES, AND OTHER ELEMENTS, AND COORDINATE WITH THE DESIGN PROFESSIONAL PRIOR TO INITIATING OPERATIONS. THE CONTRACTOR SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF WORK.
7. CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIALS INDICATED ON PLANS TO REMAIN. ALL PLANT MATERIAL INDICATED TO REMAIN THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER WITH THE SAME SIZE, QUALITY, AND TYPE OF PLANT MATERIAL OR AS REQUIRED BY THE LOCAL REVIEWING AUTHORITY, WHICHEVER HAS A GREATER RECOMPENSE VALUE.
8. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO DATE OF SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL THE PLANT LIST SPECIFICATIONS.
9. DESIGN PROFESSIONAL OR OWNER'S REPRESENTATIVE SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
10. PLANTS SHALL BE SPECIMEN QUALITY, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF DISEASES, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS AND/OR DISFIGUREMENT.
11. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN 50 PERCENT OF THE PLANTS SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
12. HARDWOOD TREES SHALL HAVE STRAIGHT TRUNKS WITH CENTRAL LEADERS, FULL HEADED, AND MEET ALL REQUIREMENTS SPECIFIED. DO NOT HANDLE PLANTS BY THE TRUNK.
13. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
14. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCUMULATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
15. MULCH: PROVIDE 3" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. UTILIZE SHREDDED, AGED HARDWOOD MULCH. COMPACTION OCCURS NATURALLY. CHECK COMPACTION AT LEAST THREE MONTHS AFTER SPREADING. CONTINUOUSLY MAINTAIN MULCH AREAS WITH CLEAN, FRESHLY MULCHED APPEARANCE USING THE MULCH ORIGINALLY SPECIFIED.
16. LEAVES: MUST BE OF MEDIUM FOLIAGE, ALL GOOD LEAVES, MAXIMUM OF 10% CHLOROSIS ALLOWED, WITH NO EXTREME SUCCESSION.
17. IF DRAINAGE IS NOT SUFFICIENT NOTIFY PROJECT OWNER'S REPRESENTATIVE IN WRITING BEFORE INSTALLING THE PLANTS, OTHERWISE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE GUARANTEE AND LIVABILITY OF THE PLANT.
18. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES
19. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE DESIGN PROFESSIONAL PRIOR TO STARTING CONSTRUCTION. FOLLOW THE DESIGN PROFESSIONAL'S INSTRUCTIONS ON RESOLVING ANY DISCREPANCIES.
20. UNLESS OTHERWISE SPECIFIED DUE TO SOIL CONDITIONS, SET ROOT FLARE

PLANTING SOIL MIX NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL PROVIDE SOIL REPORT.
2. THE LANDSCAPE CONTRACTOR SHALL FURNISH TOPSOIL; TOPSOIL MUST BE

- APPROVED BY THE DESIGN PROFESSIONAL. REFER TO GDOT LANDSCAPE SPECS FOR TOPSOIL REQUIREMENTS.
3. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANTING SOIL MIX.
4. THE PLANTING SOIL MIX MUST APPROVED BY THE DESIGN PROFESSIONAL PRIOR TO ANY BACKFILLING.
5. THE TYPICAL PLANTING SOIL MIX FOR ON-GRADE PLANTINGS (TREES, SHRUBS & GROUND COVERS) SHALL CONSIST OF THE FOLLOWING UNLESS OTHERWISE INDICATED ON THE DRAWINGS:
- 60% TOPSOIL (AS SPECIFIED)
 - 40% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):
 - 2 PARTS HUMUS AND/OR PEAT 1 PART STERILIZED COMPOSTED COW MANURE
 - 1 PART SHREDDED PINE BARK(BARK PIECES BETWEEN 1/2 INCH AND 2 INCHES IN LENGTH)
 - COMMERCIAL FERTILIZER AS RECOMMENDED IN SOIL REPORT (CONTRACTOR TO PROVIDE THROUGH LOCAL EXTENSION SERVICE).
 - LIME AS RECOMMENDED IN SOIL REPORT.
 - PLANTING SOIL MIX FOR PERENNIAL BEDS CONSIST OF TOPSOIL AND THE FOLLOWING SOIL AMENDMENTS BY VOLUME:
 - 40% TOPSOIL (AS SPECIFIED)
 - 25 % HUMUS
 - 15% CYPRESS MULCH (FINGERNAIL SIZED CHIPS - 1/4 INCH MAX.)
 - 5% STERILIZED COMPOSTED COW MANURE
 - 5 % SAND (ANGULAR BUILDERS SAND) LIME AT A RATE OF 5 LBS. PER 50 SQ. FEET (ADJUST FOR ALKALINE SOILS)

WATERING/IRRIGATION NOTES:

1. WATERING AFTER INSTALLATION AND WATER TRANSPORTATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. USE OF TREE CAMEL, OOOZE TUBES OR TREE GATOR BAGS FOR TREES ARE ACCEPTABLE.
3. INSTALLATION OF A PERMANENT IRRIGATION SYSTEM IS NOT PROPOSED. THE CONTRACTOR MAY CHOOSE TO INSTALL A TEMPORARY IRRIGATION SYSTEM IN ORDER TO ESTABLISH INSTALLED PLANT MATERIAL. SUBMIT A PLAN FOR A TEMPORARY SYSTEM TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE SYSTEM SHALL BE DESIGNED TO PROVIDE FULL AND COMPLETE COVERAGE TO ALL LANDSCAPED AREAS OF THE SITE INDICATED ON THE LANDSCAPE PLAN.
4. ALL MATERIALS USED IN THE DESIGN OF THE TEMPORARY SYSTEM, INCLUDING SPRINKLER HEADS, VALVES, VALVE BOXES, CONTROLLERS, PUMPS, BACKFLOW PREVENTORS, RAIN AND FREEZE SENSORS, DRIP EQUIPMENT, WIRE, ELECTRICAL CONNECTIONS, AND PVC PIPE AND FITTINGS, SHALL MEET MINIMUM INDUSTRY STANDARDS. MANUFACTURER AND MODEL MUST BE SPECIFIED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY SYSTEM AFTER SUBSTANTIAL COMPLETION IS OBTAINED.
6. IF PLANTING AREAS ARE NOT IRRIGATED OR IF IRRIGATION IS NOT OPERATING, HAND WATER ROOT BALLS (OR PLANT BEDS FOR GROUNDCOVERS) OF ALL PLANTS TO ASSURE THAT THE ROOTS HAVE ADEQUATE MOISTURE. TEST THE MOISTURE CONTENT IN EACH ROOTBALL TO DETERMINE WATER CONTENT. THE CONTRACTOR SHALL INSTALL ONE SET OF WATERING BAGS FOR EACH TREE TO BE MAINTAINED (AND NOT IRRIGATED) FOR TREE WATERING DURING THE WARRANTY PERIOD. WATERING BAGS SHALL BE REMOVED BETWEEN DECEMBER 1 AND MARCH 1.
7. IF NO TEMPORARY SYSTEM IS PROPOSED, THE CONTRACTOR SHALL DEVELOP A SCHEDULE FOR MANUAL WATERING OF PLANTS. THIS SCHEDULE SHOULD BE INCLUDED IN ANY MAINTENANCE AGREEMENT AND/OR BONDING OF LANDSCAPE MATERIAL AND SHOULD INDICATE THE PARTY RESPONSIBLE FOR PERFORMING THE MANUAL WATERING. THE DURATION OF THE SCHEDULE OF MANUAL WATERING SHOULD BE EQUAL TO THE DURATION OF THE BOND PERIOD OR 12 MONTHS STARTING FROM THE INSTALLATION DATE, WHICHEVER IS GREATER. THE SCHEDULE SHOULD ALSO INDICATE THE AMOUNT OF WATER TO BE APPLIED PER WEEK. THE FOLLOWING IRRIGATION RATES ARE OFFERED AS A GUIDELINE; HOWEVER, THE SUPPLIER OF THE LANDSCAPE MATERIAL SHOULD BE CONSULTED FOR THEIR RECOMMENDATIONS.
 - TREES: SHOULD BE WATERED DAILY FOR MONTH 1, EVERY OTHER DAY FOR MONTHS 2-4, AND WEEKLY FOR MONTHS 5-12. APPLY 8 GALLONS PER 4" CALIPER TREE PER APPLICATION. ADJUST RATE TO LOCAL RAINFALL AMOUNT. (ASSUME 30 GALLONS PER TREE FOR EVERY INCH OF RAINFALL.)
 - SHRUBS: SHOULD BE WATERED DAILY FOR MONTH 1, EVERY OTHER DAY FOR MONTHS 2-4, AND WEEKLY FOR MONTHS 5-12. APPLY 1 GALLON PER SHRUB PER APPLICATION. ADJUST RATE TO LOCAL RAINFALL AMOUNT. (ASSUME 2 GALLONS PER SHRUB FOR EVERY INCH OF RAINFALL.)
 - TURF: SHOULD RECEIVE 1-INCH OF IRRIGATION PER WEEK APRIL THROUGH SEPTEMBER, 1/2-INCH OF IRRIGATION OCTOBER THROUGH MARCH. ADJUST RATE TO LOCAL RAINFALL AMOUNT.
 - NATIVE GRASS BEDS: WATER EVERY OTHER DAY FOR THE FIRST MONTH, ONLY CONTINUE WATERING AFTER THAT ONLY DURING EXTENDED OR FORECASTED DRY PERIODS, AND THEN, ONLY ONCE PER WEEK.

MULCHING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH TOPSOIL. TOPSOIL MUST BE APPROVED BY THE DESIGN PROFESSIONAL.
2. MULCH TOP OF ROOT BALLS AND PLANTING BEDS, COVERING THE ENTIRE PLANTING BED AREA. PROVIDE THE FOLLOWING THICKNESS OF MULCH. TOP OF MULCH SHALL BE SMOOTH AND EVEN IN ALL DIRECTIONS.
 - A. TREE SHRUB AND GROUNDCOVER PLANTING AREAS: 3-INCH DEPTH CONTINUOUS FROM PLANT TO PLANT. DEPTH IS DEPTH AFTER SETTLING.
 - B. PERENNIAL PLANTING AREAS: 3-INCH DEPTH CONTINUOUS FROM PLANT TO PLANT. DEPTH IS DEPTH AFTER SETTLING.
3. IN NO CASE SHALL MULCH COME IN CONTACT WITH ANY PART OF TRUNK OR ROOT FLARE.
4. APPLY MULCH AFTER ALL PLANTS HAVE BEEN INSTALLED AND APPROVED.
5. CONTRACTOR SHALL NOT OVER-MULCH PLANTING BEDS WITH EXCESS MULCH. EXCESS MULCH SHALL BE REMOVED AND DISPOSED OF OFF-SITE.
6. LIFT ALL LEAVES, LOW HANGING STEMS AND OTHER GREEN PORTIONS OF PLANTS OUT OF THE MULCH IF COVERED.

WARRANTY NOTES:

1. THE CONTRACTOR SHALL COMPLETELY WARRANTY ALL PLANT MATERIAL AS INDICATED BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL PROMPTLY MAKE ALL

- REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTY PERIOD WITHIN TWO GROWING PERIODS (AS DIRECTED BY THE OWNER).
- INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
- A. WARRANTY PERIOD FOR TREES AND SHRUBS: ONE-YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
- B. WARRANTY PERIOD FOR VINES AND PERENNIALS: ONE-YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
- PLANTS SHALL BE HEALTHY, FREE OF PESTS AND DISEASE, AND IN FLOURISHING CONDITION AT THE END OF THE WARRANTY PERIOD. PLANTS SHALL BE FREE OF DEAD AND DYING BRANCHES AND BRANCH TIPS, AND SHALL BEAR FOLIAGE OF NORMAL DENSITY, SIZE, AND COLOR FOR THE SPECIES.
- PLANTS THAT ARE DEAD, DISEASED, INSECT INFESTED, OR NOT IN A VIGOROUS THRIVING CONDITION, AS DETERMINED BY THE DESIGN PROFESSIONAL DURING OR AT THE END OF THE WARRANTY PERIOD, SHALL BE DEEMED DEFECTIVE. PLANTS THAT HAVE HAD MORE THAN 25% OF THEIR BRANCHES DIE OR REMOVED SHALL BE REPLACED. PLANTS THAT HAVE HAD A MAJOR BRANCH OR SIDE OF THE PLANT REMOVED SUCH THAT CURRENT OR FUTURE AESTHETIC APPEAL OR STRUCTURAL INTEGRITY OF THE PLANT, AS DETERMINED BY THE DESIGN PROFESSIONAL, IS DIMINISHED SHALL BE CONSIDERED DEFECTIVE. PLANT MATERIAL DETERMINED TO BE DEFECTIVE SHALL BE REPLACED WITHOUT COST TO THE OWNER.
- REMOVE DEFECTIVE OR DEAD PLANTS IMMEDIATELY. REPLACE AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN ONE OF THE SPECIFIED PLANTING PERIODS.
- REPLACEMENTS SHALL CLOSELY MATCH ADJACENT SPECIMENS OF THE SAME SPECIES. REPLACEMENTS SHALL BE SUBJECT TO ALL REQUIREMENTS STATED IN THIS SPECIFICATION. MAKE ALL NECESSARY REPAIRS DUE TO PLANT REQUIREMENTS. SUCH REPAIRS SHALL BE DONE AT NO EXTRA COST TO THE OWNER.
- WARRANTY INCLUDES MAINTENANCE INCLUDING, BUT NOT LIMITED TO WATERING, CULTIVATING, WEEDING, PRUNING, REPAIRING, ADJUSTING GUYS AND STAKES, AND PERFORMING OTHER WORK AS ORDERED BY DESIGN PROFESSIONAL UNTIL FINAL ACCEPTANCE.
- LANDSCAPE BEDS ARE TO REMAIN FREE OF DEBRIS, BROKEN LIMBS, BOTTLES, AND WEEDS WHILE MAINTAINING THE SITE UNTIL FINAL ACCEPTANCE.
- THE WARRANTY OF ALL REPLACEMENT PLANTS SHALL EXTEND FOR AN ADDITIONAL TWO-YEAR PERIOD FROM THE DATE OF THEIR ACCEPTANCE AFTER REPLACEMENT. IN THE EVENT THAT A REPLACEMENT PLANT IS NOT ACCEPTABLE DURING OR AT THE END OF THE EXTENDED WARRANTY PERIOD, THE OWNER MAY elect a MORE REPLACEMENT ITEM OR CREDIT FOR EACH ITEM. THESE REPLACEMENT ITEMS ARE NOT PROTECTED UNDER A WARRANTY PERIOD.
- AT THE END OF THE WARRANTY PERIOD, AND NO LESS THAN FIVE DAYS PRIOR TO FINAL INSPECTION, TREE TIES AND GUYSING SHALL BE REMOVED FROM THE SITE. ALL TREES THAT HAVE LEANED SHALL BE STRAIGHTENED

BIORETENTION PLANTING MAINTENANCE PLAN

IN THE FIRST YEAR AFTER INSTALLATION, THE OWNER SHALL CONTRACT WITH A FIRM TO PROVIDE THE FOLLOWING TASKS TO ENSURE A SUCCESSFUL ESTABLISHMENT OF THE BIORETENTION AREAS:

1. INITIAL INSPECTIONS. FOR THE FIRST TWO MONTHS FOLLOWING CONSTRUCTION, THE BIORETENTION AREA SHOULD BE INSPECTED AT LEAST SIX TIMES AFTER STORM EVENTS THAT EXCEED 1/2 INCH OF RAINFALL.
2. MULCHING. REPLISH OR RAKE SHREDDED HARDWOOD MULCH WHERE MULCH HAS SHIFTS OR MOVED DUE TO STORM EVENTS.
3. WATERING. WATERING IS NEEDED ONCE A WEEK DURING THE FIRST 2 MONTHS, AND THEN AS NEEDED DURING THE GROWING SEASON (APRIL-OCTOBER), DEPENDING ON RAINFALL.
4. REMOVE AND REPLACE DEAD PLANTS AS STIPULATED IN THE WARRANTY PERIOD.
5. IDENTIFY AND REMOVE INVASIVE VEGETATION WEEDS. THESE WOULD INCLUDE BUT ARE NOT LIMITED TO: BURNING BUSH, BOX ELDER, CLOVER, CRABAPPLE, CRABGRASS, CHICKEN WEEED, CRIMSON GLORIOSA, CROTON, DOGWOOD, FLYING DUTCHMAN, GUMMUT, HONEYSUCKLE, WISTERIA, CHINESE ELM, STILTGRASS OR OTHER UNDESIRABLE SPECIES.

FOLLOWING THE INITIAL ONE-YEAR ESTABLISHMENT PERIOD, ROUTINE MAINTENANCE WOULD BE CONDUCTED 4 TIMES DURING THE GROWING SEASON, OR AS NEEDED:

1. PRUNE AND WEED TO MAINTAIN APPEARANCE.
2. INSPECT FOR EROSION AND CORRECT RILLS AND GULLIES.
3. REMOVE TRASH AND DEBRIS.
4. REPLENISH OR ADD MULCH.
5. REMOVE SEDIMENT AND DEBRIS FROM INLETS AND OUTLETS.
6. REMOVE AND REPLACE DEAD OR DAMAGED PLANTS.
7. TRIM BACK PERENNIALS/GRASSES AS NECESSARY IN LATE JANUARY/EARLY FEBRUARY. ALLOW DORMANT PLANT MATERIAL TO REMAIN OVER FALL/WINTER FOR WILDLIFE HABITAT.

CITY OF ALPHARETTA LANDSCAPE NOTES

1. THE CITY ARBORIST MUST INSPECT THE SITE BEFORE INSTALLATION OF EROSION CONTROL MEASURES. LAND DISTURBANCE WITHOUT A SITE INSPECTION AND APPROVAL BY THE CITY ARBORIST WILL RESULT IN A "STOP-WORK ORDER" AND FINES.
 2. IF TREE SURVEY INACCURACIES ARE FOUND ON-SITE, A STOP WORK ORDER WILL BE ISSUED UNTIL REVISED PLANS ARE APPROVED AND PROCESSED BASED ON ACCURATE INFORMATION.
 3. DESIGN LANDSCAPE ARCHITECT OR PROJECT ARBORIST WILL INSPECT, VERIFY, AND APPROVE THE LANDSCAPE HAS BEEN PLANTED PER THE APPROVED PLANS AND CITY STANDARDS PRIOR TO CONTACTING THE CITY ARBORIST FOR A CO INSPECTION.
 4. TREES AGREED UPON TO BE SAVED ARE THE RESPONSIBILITY OF THE OWNER.
 5. A 4" LAYER OF MULCH IS REQUIRED FOR THE CR2 OF SPECIMEN TREES, TREES OF QUALITY, AND TREE GROUPINGS. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION AND SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).
 6. A MINIMUM 2" LAYER OF MULCH IS REQUIRED FOR ALL EXISTING, NON-SPECIMEN, LANDSCAPE TREES, INCLUDING STREET AND PARKING LOT TREES. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION AND SHALL NOT TOUCH THE TRUNKS OF THE TREE(S).
 7. ALL MULCH MUST BE ORGANIC MULCH CONSISTING OF WOOD CHIPS, SHREDDED BARK, PINE NEEDLES, OR SIMILAR. SYNTHETIC MULCH OR ROCKS ARE NOT APPROVED FOR USE IN THE CITY OF ALPHARETTA.
 8. ALL NEWLY PLANTED TREES SHALL HAVE VISIBLE ROOF FLARES AT FINISHED GRADE. NO CIRCLING ROOTS SHALL BE ALLOWED ON PLANTED TREES. THE UPPER TWO RINGS OF THE WIRE BASKET, ALL BURLAP, AND STRAPPING MUST BE CUT AND REMOVED PRIOR TO BACKFILL.
 9. PLANT SIZES (CALIPER AND HEIGHT) MUST MATCH THE SIZES SHOWN ON THE PLANS. PLANTS THAT DO NOT MEET THESE MINIMUMS WILL NOT BE ACCEPTED. E.G. 3 INCH CALIPER TREES MUST BE 3 INCHES OR LARGER. PLANT HEIGHT MEASUREMENT IS TAKEN AT THE TOP OF THE MAIN BODY OF THE PLANT AND NOT AT THE TIP OF THE TOPMOST GROWTH.
 10. ALL NEWLY PLANTED TREES SHALL BE EQUIVALENT IN QUALITY TO A FLORIDA #1 GRADE OR BETTER. ALL TREES OF LESSER QUALITY SHALL BE REJECTED BY THE CITY ARBORIST.
 11. WATERING BAGS OR A DRIP IRRIGATION SYSTEM MUST BE PROVIDED FOR ALL TREES IMMEDIATELY AFTER PLANTING AND REMAIN THROUGH ESTABLISHMENT.
 12. WHEN WATERING BAGS ARE USED MANUFACTURERS RECOMMENDATIONS MUST BE FOLLOWED FOR PROPER SIZING AND WATERING SCHEDULES. BAGS WILL BE FILLED WEEKLY BY OWNER AND DURING DROUGHTS FOR A MINIMUM OF 18 MONTHS AFTER INSTALLATION.
 13. NO TRENCING ALLOWED IN TREE SAFE AREAS- INCLUDING IRRIGATION.
 14. TREE PIT DRAINAGE TESTING IS REQUIRED WHEN TREES ARE PLANTED IN PARKING LOT ISLANDS, SIDEWALK TREE PITTS, ROADWAY MEDIANS, OR SIMILAR LOCATIONS. PLEASE REFER TO CITY DETAILS REGARDING PLANTING PIT OR LANDSCAPE ISLAND CONSTRUCTION. FILL EACH PIT WITH WATER. IF PERCOLATION IS LESS THAN 100% WITHIN A 12 HOUR PERIOD, USE AN AUGER TO DRILL A 1" HOLE INCH TO A DEPTH OF FOUR FEET BELOW THE BOTTOM OF THE PIT. FILL HOLE WITH DRAINAGE GRAVEL AND COVER WITH A SOIL SEPARATOR. RETEST PIT. IF DRAINAGE IS STILL UNSATISFACTORY, CITY ARBORIST AND PROJECT ARBORIST MUST BE NOTIFIED IN WRITING OF THE LOCATION AND REASON FOR TESTING. TESTING RESULTS MUST BE PROVIDED TO THE CITY ARBORIST.
 15. ALL BUFFERS SHALL BE PLANTED WHERE SPARSE AND CODE REQUIRED SCREENING SHALL BE INSTALLED IN ORDER TO CREATE A YEAR ROUND OPAQUE SCREEN WITHIN 2 YEARS OF CONSTRUCTION OR AS DIRECTED BY THE CITY OF ALPHARETTA. DURING CONSTRUCTION OR AT THE TIME OF CO THE CITY MAY REQUIRE ADDITIONAL PLANTINGS TO MEET THESE REQUIREMENTS ABOVE WHAT IS SHOWN ON THE APPROVED LANDSCAPE PLAN.
 16. ALL TREE ANCHORING DEVICES SHALL BE REMOVED FROM TREE AFTER ONE COMPLETE GROWING SEASON OR ONE YEAR AFTER PLANTING, WHICHEVER IS GREATER.
 17. PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF THE TREES AND LANDSCAPING THAT FRONT THEIR PROPERTY WITHIN THE ROW.
 18. LANDSCAPE CONTRACTORS ARE REQUIRED TO ATTEND THE CITY OF ALPHARETTA PRECONSTRUCTION CLASS PRIOR TO BEGINNING WORK ON ANY PROJECT. PLEASE CALL (678)297-6070 FOR INFORMATION AND TO RESERVE A SPOT.
 19. NO TREES SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT
- ## CITY OF ALPHARETTA TREE CARE NOTES
1. IN THE EVENT THAT THERE ARE ANY CHANGES TO THE HEALTH AND OR CONDITION OF THE TREE(S) THAT WARRANT ADDITIONAL TREE CARE A NEW PLAN WILL BE PROVIDED TO THE CITY ARBORIST.
 2. THE CITY ARBORIST MUST BE NOTIFIED WITHIN ONE WEEK OF COMPLETION OF ANY TREE CARE ITEM AS WELL AS PERIODIC UPDATES. PROOF OF COMPLETION MUST BE SUBMITTED TO CITY ARBORIST IN ORDER FOR A CO TO BE ISSUED.

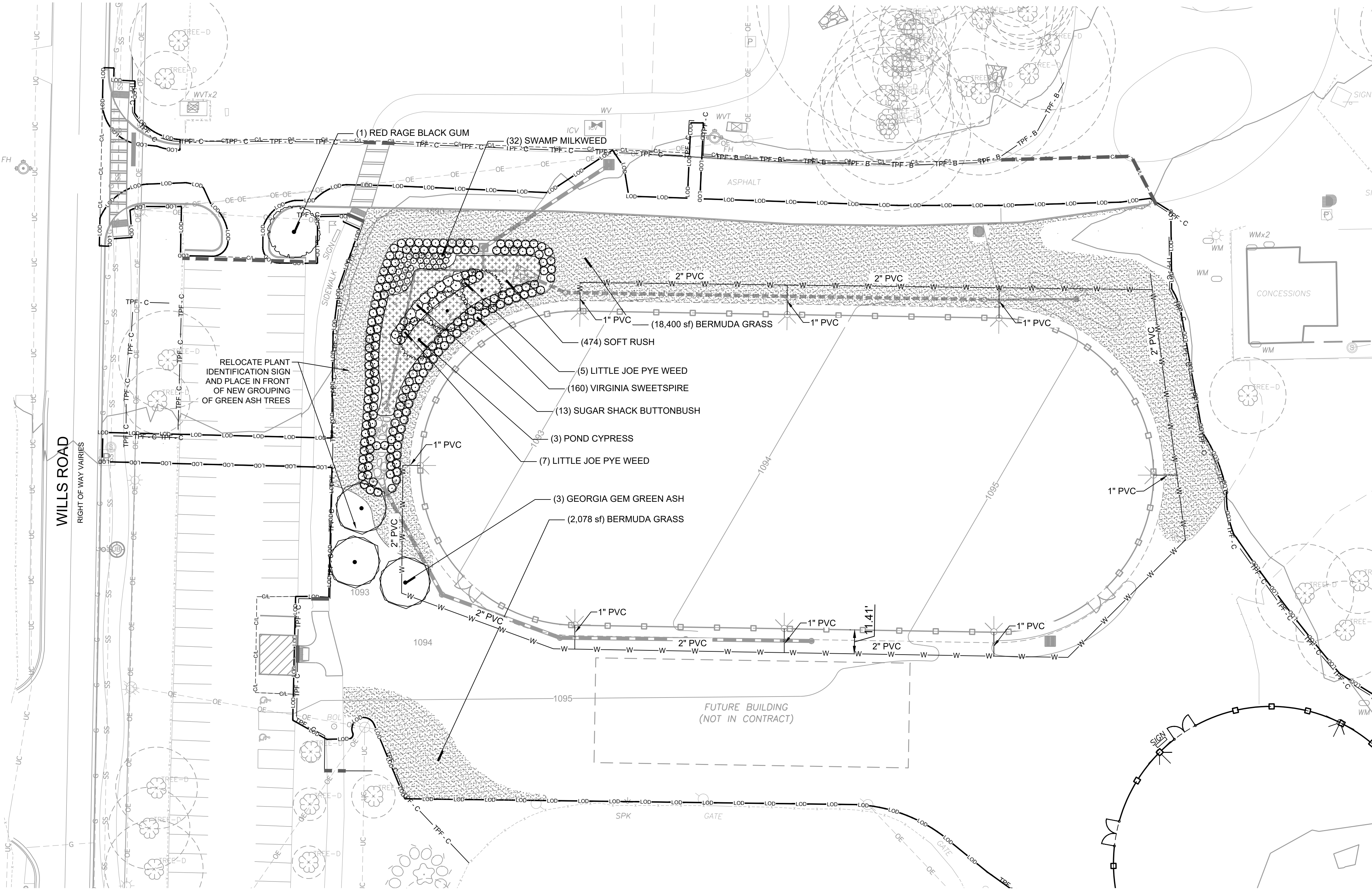
WILLS PARK EQUESTRIAN CENTER 11915 WILLS RD., CITY OF ALPHARETTA, GEORGIA, 30009 LANDSCAPE NOTES		CITY OF ALPHARETTA DEPARTMENT OF RECREATION, PARKS, AND CULTURE 1895 OLD MILTON PKWY. ALPHARETTA, GA. 30009 POND PROJECT NO. 12006971 DESIGNED BY: SPT _____ DATE: NOVEMBER 3, 2020 CON BY: RES _____ SUBMITTED BY: KDH _____ FILE NAME: _____ CONTRACT NO.: _____ FILE NUMBER: _____ PILOT DATE: _____ SIZE: 22" x 34" PILOT SCALE: 1"=20'	

FILE NAME: X:\FY201\20067104.CAD_BIM04.02.CAD\LP-101.dwg PLOTTED: Wednesday, June 29, 2022

PLANT SCHEDULE

<u>TREES</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT</u>	<u>SIZE</u>	
3	GEORGIA GEM GREEN ASH / FRAXINUS PENNSYLVANICA 'GEORGIA GEM'	B&B	4" CAL	
1	RED RAGE BLACK GUM / NYSSA SYLVATICA 'RED RAGE' TM	B&B	4" CAL	
3	POND CYPRESS / TAXODIUM ASCENDENS	2.5" CAL. B&B		
<u>SHRUBS</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
32	SWAMP MILKWEED / ASCLEPIAS INCARNATA	3G		36" o.c.
13	SUGAR SHACK BUTTONBUSH / CEPHALANTHUS OCCIDENTALIS 'SMCOSS' TM	3G		60" o.c.
12	LITTLE JOE PYE WEED / EUTROCHIUM DUBIUM 'LITTLE JOE'	3G		48" o.c.
160	VIRGINIA SWEETSPIRE / ITEA VIRGINICA	3G		48" o.c.
<u>SHRUB AREAS</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
474	SOFT RUSH / JUNCUS EFFUSUS SOLUTUS	1G		24" o.c.
<u>GROUND COVERS</u>	<u>COMMON / BOTANICAL NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
20,478 SF	BERMUDA GRASS / CYNODON DACTYLON	SF		

NOTE: ALL TREES MUST BE PLANTED OUTSIDE OF ANY UTILITY EASEMENTS, UNLESS APPROVED BY THE CITY ARBORIST OR UTILITY PROVIDER.



GENERAL SHEET NOTES

- REFER TO SHEETS C-001 AND C-002 FOR GENERAL CIVIL NOTES, ABBREVIATIONS, AND LEGEND.
- REFER TO CS SERIES FOR SITE PLAN INFORMATION
- REFER TO LD SERIES FOR TREE REMOVAL AND PROTECTION INFORMATION.
- THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
- CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- TREE PROTECTION FENCE TYPE B
- TREE PROTECTION FENCE TYPE C
- SEE DETAIL ON SHEET LD-102
- EXISTING TREE
- STRUCTURAL ROOT PLATE
- CRZ (CRITICAL ROOT ZONE)

A1 LANDSCAPE PLAN - PHASE 3

SCALE: 1" = 30'



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CITY OF ALPHARETTA
DEPARTMENT OF
RECREATION, PARKS, AND
CULTURE

WILLS PARK EQUESTRIAN CENTER
11915 WILLS RD.
CITY OF ALPHARETTA, GEORGIA, 30009

LANDSCAPE PLAN - PHASE 3

SHEET
IDENTIFICATION
NUMBER
LP-101

DESIGNED BY: SPT
DWG BY: SPT
CHK BY: RBJ
DATE: NOVEMBER 3, 2020

SOLICITATION NO.:
CONTRACT NO.:
FILE NUMBER:
PLOT DATE:

FILE NAME:
SIZE: 22" x 34"
PLOT SCALE: 1"=20'

MARK	CITY/COUNTY COMMENTS	DATE	APPR.
		12/16/2020	



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PROCUREMENT AND CONTRACTING DOCUMENTS

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DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. Soil-boring data for Project, obtained by Geo-Hydro Engineers, Inc., dated September 11, 2020, is available for viewing as appended to this Document.
- D. In addition, a geotechnical investigation report for Project, prepared by Geo-Hydro Engineers, Inc., dated September 11, 2020, is available for viewing as appended to this Document.
 - 1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 - 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered as needed for their scope of work.

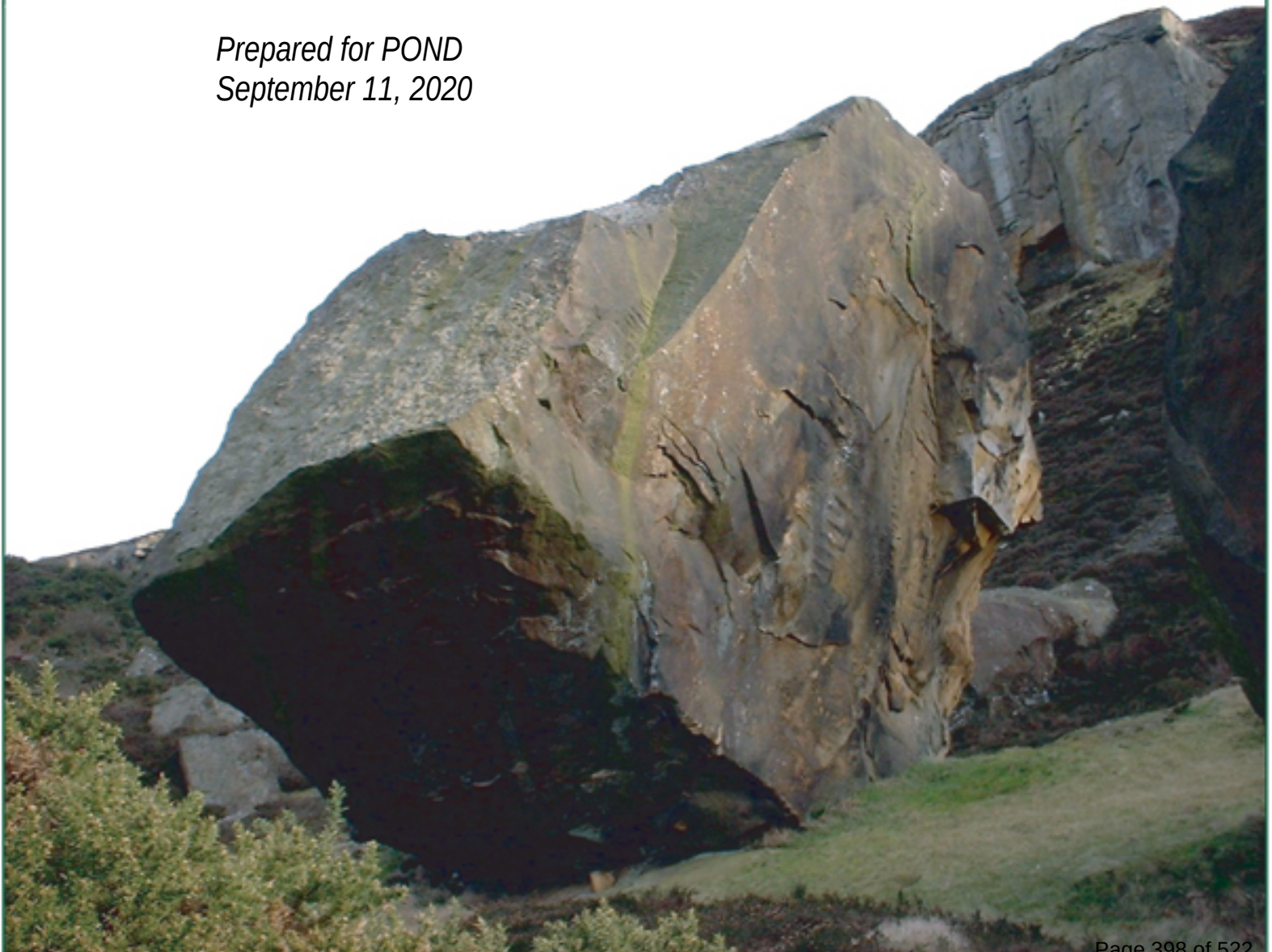
END OF DOCUMENT 003132



Report of Subsurface Exploration and Geotechnical Engineered Evaluation

New Maintenance Building and Equestrian Arena
Wills Park
Alpharetta, Georgia
Geo-Hydro Project Number 200765.20

*Prepared for POND
September 11, 2020*



Mr. Kevin Hendrix
POND
3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

September 11, 2020

Report of Subsurface Exploration
and Geotechnical Engineering Evaluation
New Maintenance Building and Equestrian Arena
Wills Park
Alpharetta, Georgia
Geo-Hydro Project Number 200765.20

Dear Mr. Hendrix:

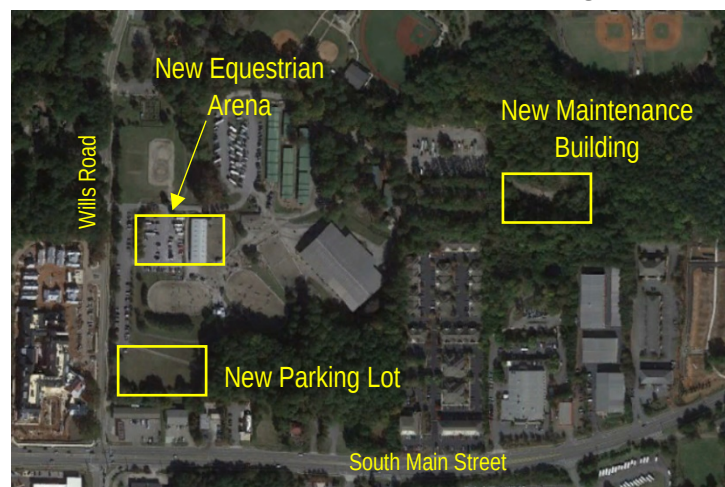
Geo-Hydro Engineers, Inc. has completed the authorized subsurface exploration for the above referenced project. The scope of services for this project was outlined in our revised proposal number 24331.2 dated August 28, 2019.

Project Information

Wills Park is located at 11915 Wills Road in Alpharetta, Georgia. Figure 1 in the Appendix shows the approximate site location.

The proposed construction includes a new equestrian arena, maintenance building, and surface parking lot to be constructed at Wills Park. The new equestrian arena will be constructed in an area currently occupied by an existing maintenance building and a surface parking lot. The new surface parking lot will be constructed in a grassed area at the southwest corner of the park. We expect construction of the new equestrian arena and surface parking lot to require less than 5 feet of mass excavation and structural fill placement. An underground infiltration feature will be installed beneath the parking stalls in the northern half of the new parking lot.

The new maintenance facility will be constructed in an area that is currently partially wooded and includes a gravel drive and material storage area. We understand that the maintenance building will be a pre-engineered metal structure that will primarily contain shop space with some office and break room space. Structural loading information for the maintenance building was not available at the time of this report. Based on our experience with similar projects, we have assumed that the maximum column load will not exceed 100 kips and maximum wall loads will be no greater than 6 kips per lineal foot. The annotated aerial photograph to the right shows the general construction areas and current site conditions.



Exploratory Procedures

The subsurface exploration consisted of four machine-drilled soil test borings and eight infiltration tests performed at the approximate requested locations shown on Figures 2 and 3 in the Appendix. The borings were located in the field using a handheld GPS unit with preloaded boring locations and were adjusted as necessary to avoid existing utilities and other access restrictions. The elevations shown on the test boring records were interpolated from the topographic site plan provided to us and have been rounded to the nearest foot. In general, the boring locations and elevations should be considered approximate.

Standard penetration testing, as provided for in ASTM D1586, was performed at select depth intervals in the machine-drilled soil test borings. Soil samples obtained from the drilling operation were examined and classified in general accordance with ASTM D2488 (Visual-Manual Procedure for Description of Soils). Soil classifications include the use of the Unified Soil Classification System described in ASTM D2487 (Classification of Soils for Engineering Purposes). The soil classifications also include our evaluation of the geologic origin of the soils. Evaluations of geologic origin are based on our experience and interpretation and may be subject to some degree of error.

Descriptions of the soils encountered, groundwater conditions, standard penetration resistances, and other pertinent information are provided in the test boring records and hand auger logs included in the Appendix.

Infiltration Tests

Eight percolation tests were performed using the Modified Taft Engineering Center Method at the approximate requested locations shown on Figure 2 in the Appendix. Test holes were excavated using hand equipment producing an approximately 4-inch diameter borehole extending to depths ranging from 26 inches to 4 feet. A layer of gravel was added to the bottom of the hole to protect the infiltration surface from scour during the test. Water was then introduced to the hole and allowed to saturate the borehole. Subsequently, the drop in water level was measured over time. The borehole percolation rate was converted to vertical infiltration rate by using the reduction factor¹ as outlined below.

$$\text{Infiltration Rate} = (\text{Percolation Rate})/(\text{Reduction Factor})$$

Where the Reduction Factor is given by:

$$Rf = (2d1 - \Delta d)/DIA + 1$$

With:

- d1 = initial water depth (in)
- Δd = average/final water level drop (in)
- DIA = diameter of the percolation test area hole (in)

¹ Appendix C of City of Atlanta Stormwater Management Practices for Small Commercial Development.

Regional Geology

The project site is located in the northern Piedmont Geologic Province of Georgia. Soils in this area have been formed by the in-place weathering of the underlying crystalline rock, which accounts for their classification as "residual" soils. Residual soils near the ground surface, which have experienced advanced weathering, frequently consist of red brown clayey silt (ML) or silty clay (CL). The thickness of this surficial clayey zone may range up to roughly 6 feet. For various reasons, such as erosion or local variation of mineralization, the upper clayey zone is not always present.

With increased depth, the soil becomes less weathered, coarser grained, and the structural character of the underlying parent rock becomes more evident. These residual soils are typically classified as sandy micaceous silt (ML) or silty micaceous sand (SM). With a further increase in depth, the soils eventually become quite hard and take on an increasing resemblance to the underlying parent rock. When these materials have a standard penetration resistance of 100 blows per foot or greater, they are referred to as partially weathered rock. The transition from soil to partially weathered rock is usually a gradual one, and may occur at a wide range of depths. Lenses or layers of partially weathered rock are not unusual in the soil profile.

Partially weathered rock represents the zone of transition between the soil and the indurated metamorphic rocks from which the soils are derived. The subsurface profile is, in fact, a history of the weathering process which the crystalline rock has undergone. The degree of weathering is most advanced at the ground surface, where fine grained soil may be present. And, the weathering process is in its early stages immediately above the surface of relatively sound rock, where partially weathered rock may be found.

The thickness of the zone of partially weathered rock and the depth to the rock surface have both been found to vary considerably over relatively short distances. The depth to the rock surface may frequently range from the ground surface to 80 feet or more. The thickness of partially weathered rock, which overlies the rock surface, may vary from only a few inches to as much as 40 feet or more.

Soil Test Boring Summary

All of the borings encountered an initial layer of gravel ranging in thickness from about 6 to 10 inches. Detailed measurements necessary for quantity estimation were not performed for this project and the thickness of surface material should be expected to vary. For planning purposes, we recommend assuming a surface material thickness of 12 inches.

Beneath surface materials, all of the borings encountered fill materials extending to depths ranging from about 3 to 6 feet. The fill materials were classified as silty clay, sandy clay, and silty sand. Standard penetration resistances recorded in the fill ranged from 17 to 27 blows per foot.

Beneath the fill, borings B-3 and B-4 encountered alluvial (water-deposited) soil extending to depths of about 6 and 12 feet, respectively. The alluvial soils were classified as silty clay and sand with silt. Standard penetration resistances recorded in the alluvial soils ranged from 10 to 25 blows per foot.

Beneath the fill and alluvial soils, all of the borings encountered residual soils typical of the Piedmont region. The residual soils were classified as silty sand with varying mica content. Standard penetration resistances recorded in the residual soils ranged from 11 to 24 blows per foot.

About eight hours after drilling completion, groundwater was encountered in boring B-4 at a depth of 5 feet. No groundwater was encountered in the other borings. The borings were backfilled with soil cuttings after the final groundwater check. It should be noted that groundwater levels will fluctuate depending on yearly and seasonal rainfall variations and other factors, and may rise in the future. Perched groundwater will be highly variable, as its presence will be predominately a function of recent rainfall.

For more detailed descriptions of subsurface soil conditions, please refer to the test boring records included in the Appendix.

Summary of Subsurface Conditions

Boring	Approx. Current Ground Elevation	Bottom of Fill		Bottom of Alluvium		Boring Termination		Groundwater	
		Depth (feet)	Approx. Elevation	Depth (feet)	Approx. Elevation	Depth (feet)	Approx. Elevation	Depth (feet)	Approx. Elevation
B-1	1099	6	1093	NE	---	20	1079	NE*	---
B-2	1100	3	1097	NE	---	20	1080	NE*	---
B-3	1101	3	1098	6	1095	20	1081	NE*	---
B-4	1101	3	1098	12	1089	20	1081	5**	1096**

Depths and Elevations in this Summary Table are Approximate

NE: Not Encountered

*Groundwater measured at time of drilling

**Groundwater level measured approximately 8 hours after drilling completion

Infiltration Test Results

Eight percolation tests were performed by excavating 4-inch diameter boreholes to the requested target depth ranging from 3 to 4 feet at the approximate requested locations shown on Figures 2 and 3 in the Appendix. A layer of gravel was added to the bottom of the hole to protect the infiltration surface from scour during the test. Water was then introduced to the hole and allowed to saturate the borehole. Subsequently, the drop in water level was measured over time.

The percolation rate was converted to a vertical infiltration rate by using the reduction factor as outlined in Appendix C of the City of Atlanta Stormwater Management Practices for Small Commercial Development. The following table presents the results of the percolation testing. Figures 2 and 3 in the Appendix show the approximate test locations.

Percolation Test	Depth of Test (feet)	Percolation Rate (inches/hour)	Infiltration Rate (inches/hour)
I-1	4	0.96	0.23
I-2	3	4.80	2.50
I-3	3	3.36	1.31
I-4	3	3.36	0.75
I-5	4	2.88	0.62
I-6	4	50.4	12.7
I-7	2.2	0.00	0.00
I-8	4	0.00	0.00

I-7 and two offsets encountered auger refusal at a depth of 26 inches. Two offset borings were unable to penetrate below a depth of 26 inches, and the infiltration test was performed at the depth of auger refusal.

Test I-6 was performed in residual silty sand. Near the planned test elevation, the borehole encountered a lens of rocky soil. The elevated infiltration rate is likely the result of this preferential pathway for water infiltration. The result of test I-6 should be considered anomalous and not representative of infiltration properties at the site.

Evaluations and Recommendations

The following evaluations and recommendations are based on the information available on the proposed construction, the data obtained from the test borings, and our experience with soils and subsurface conditions similar to those encountered at this site. Because the test borings represent a statistically small sampling of subsurface conditions, it is possible that conditions may be encountered during construction that are substantially different from those indicated by the test borings. In these instances, adjustments to the design and construction may be necessary.

Geotechnical Considerations

The following geotechnical characteristics of the site should be considered for planning and design:

- All of the borings encountered fill materials extending to depths ranging from about 3 to 6 feet. In borings B-3 and B-4, the fill materials were underlain by alluvial soils extending to depths of about 6 and 12 feet, respectively. Although the standard penetration resistances recorded in the fill suggest moderate compactive effort at the time of fill placement, it is important to note that the composition and consistency of fill materials can vary drastically over relatively short distances. Additionally, the presence of alluvial soils suggest that a drainage feature may have been buried on site and very soft or unstable alluvial soils may be encountered during construction. Thorough evaluation of the building pad at the onset of mass grading and thorough evaluation of foundation excavations will be critical in identifying loose, unstable fill material or alluvial soils within the building footprint. Where encountered, such loose, unstable soils should be excavated and replaced with structural fill placed in accordance with the *Structural Fill* section of this report.
- Neither partially weathered rock nor conditions causing auger refusal were encountered in the machine-drilled test borings. Refusal of the hand equipment used to advance the infiltration test holes is not typically indicative of difficult excavation conditions. We do not expect difficult excavation conditions to be encountered during construction of the maintenance building.
- About eight hours after drilling completion, groundwater was encountered in boring B-4 at a depth of 5 feet. Although we do not expect groundwater to be encountered during mass grading, groundwater may be encountered during installation of underground utilities. It is important to note that groundwater levels fluctuate over time and may rise based on seasonal and acute weather patterns. Regardless of groundwater conditions, the contractor should be prepared to manage surface runoff during wet weather conditions and drainage will be required behind all below-grade walls including foundation walls and new retaining walls.
- Based on a maximum column load of 100 kips, maximum wall loads no greater than 6 kips per lineal foot, and contingent upon proper site preparation and thorough evaluation of the foundation excavations, it is our opinion that the proposed maintenance building can be supported using conventional shallow foundations and a concrete slab-on-grade floor. For design purposes, we recommend using an allowable bearing pressure of 2,500 psf.

- It is our opinion that the test borings performed for the project were not extended to a depth sufficient to characterize the upper 100 feet of the soil subsurface for the purposes of determining the *Site Class* in accordance with the 2018 International Building Code (Chapter 20, ASCE 7-16). We recommend using a default *Site Class* of *D* as suggested in the code. The mapped and design spectral response accelerations are as follows: $S_S=0.213$, $S_1=0.090$, $S_{DS}=0.227$, $S_{D1}=0.144$.

The following sections provide recommendations regarding these issues and other geotechnical aspects of the project.

Existing Fill Materials

Fill materials were encountered in all of the test borings. There are several important facts that should be considered regarding existing fill materials and the limitations of subsurface exploration.

- The quality of existing fill materials can be highly variable, and test borings are often not able to detect all of the zones or layers of poor-quality fill materials.
- Layers of poor-quality fill materials that are less than about 2.5 to 5 feet thick may often remain undetected by soil test borings due to the discrete-interval sampling method used in this exploration.
- The interface between existing fill materials and the original ground surface may include a layer of organic material that was not properly stripped off during the original grading. Depending on its relationship to the foundation and floor slab bearing surfaces, an organic layer might adversely affect support of footings and floor slabs. If such organic layers are encountered during construction, it may be necessary to “chase out” the organic layer by excavating the layer along with overlying soils.
- Subsurface exploration is simply not capable of disclosing all conditions that may require remediation.

General Site Preparation

Trees, landscaping, grass, topsoil, stockpiled material, and other deleterious materials should be removed from the proposed construction area. All existing utilities should be excavated and removed unless they are to be incorporated into the new construction. Additionally, site clearing, grubbing, and stripping should be performed only during dry weather conditions. Operation of heavy equipment on the site during wet conditions could result in excessive subgrade degradation. All excavations resulting from rerouting of underground utilities should be backfilled in accordance with the *Structural Fill* section of this report.

We recommend, wherever possible, that areas to receive structural fill be proofrolled prior to placement of structural fill. Areas of proposed excavation should be proofrolled after rough finished subgrade is achieved. Proofrolling should be performed with multiple passes in at least two directions using a fully loaded tandem axle dump truck weighing at least 18 tons. If low consistency soils are encountered that cannot be adequately densified in place, such soils should be removed and replaced with well compacted fill material placed in accordance with the *Structural Fill* section of this report. Proofrolling should be observed by Geo-Hydro to determine if remedial measures are necessary.

For planning purposes, we suggest considering that approximately 30 percent of the aggregate building footprint and pavement area associated with the new building will require undercutting and replacement extending to a depth of 2 feet below subgrade elevation. The suggested stabilization approach is intended only as a tool to estimate a cost associated with ground stabilization. Ground stabilization may be accomplished by in-place densifications, treatment with geosynthetics (grid or fabric) and crushed stone, or a combination of methods. The need for, extent of, location, and optimal method of stabilization should be determined by Geo-Hydro at the time of construction based on actual site conditions.

During site preparation, burn pits or trash pits may be encountered. This is not an unusual occurrence on sites located in developed areas. All too frequently such buried material occurs in isolated areas which are not detected by the soil test borings. Any buried debris or trash found during the construction operation should be thoroughly excavated and removed from the site.

Excavation Characteristics

Neither partially weathered rock nor conditions causing auger refusal were encountered in the machine-drilled test borings. We expect fill materials, alluvial soils, and residual soils to be readily removable with conventional earth moving equipment.

For construction bidding and field verification purposes it is common to provide a verifiable definition of rock in the project specifications. The following are typical definitions of mass rock and trench rock:

- Mass Rock: Material which cannot be excavated with a single-tooth ripper drawn by a crawler tractor having a minimum draw bar pull rated at 56,000 pounds (Caterpillar D-8K or equivalent), and occupying an original volume of at least one cubic yard.
- Trench Rock: Material occupying an original volume of at least one-half cubic yard which cannot be excavated with a hydraulic excavator having a minimum flywheel power rating of 123 kW (165 hp); such as a Caterpillar 322CL, John Deere 230C LC, or a Komatsu PC220LC-7; equipped with a short tip radius bucket not wider than 42 inches.

The foregoing definitions are based on large equipment typically utilized for mass grading. Subsequent excavations for building foundations, retaining walls, and underground utilities are often performed with smaller equipment such as rubber-tired backhoe/loaders or even mini-excavators. Contractors will often request additional payment for mobilizing larger equipment than that which was anticipated during preparation of their construction bid. The amount of additional compensation, if any, and the minimum equipment size necessary to qualify for any additional compensation should be defined before the start of construction.

Reuse of Excavated Materials

Based on the results of test borings, the fill materials and alluvial soils on site appear suitable for reuse as structural fill. Geo-Hydro should observe the excavation of fill materials to evaluate their suitability for reuse. Soft, unstable fill soils free of deleterious materials may be reusable after routine moisture adjustment.

Residual soils encountered on site should be suitable for reuse as structural fill after routine moisture content adjustment.

It is important to establish as part of the construction contract whether soils having elevated moisture content will be considered suitable for reuse. We often find this issue to be a point of contention and a source of delays and change orders. From a technical standpoint, soils with moisture contents wet of optimum as determined by the standard Proctor test (ASTM D698) can be reused provided that the moisture is properly adjusted to within the workable range. From a practical standpoint, wet soils can be very difficult to dry in small or congested sites and such difficulties should be considered during planning and budgeting. A clear understanding by the general contractor and grading subcontractor regarding the reuse of excavated soils will be important to avoid delays and unexpected cost overruns.

Structural Fill

Materials selected for use as structural fill should be free of organic debris, waste construction debris, and other deleterious materials. The material should not contain rocks having a diameter over 4 inches. It is our opinion that the following soils represented by their USCS group symbols will typically be suitable for use as structural fill and are usually found in abundance in the Piedmont: (SM), (ML), and (CL). The following soil types are typically suitable but are not abundant in the Piedmont: (SW), (SP), (SC), (SP-SM), and (SP-SC). The following soil types are considered unsuitable: (MH), (CH), (OL), (OH), and (Pt).

Laboratory Proctor compaction tests and classification tests should be performed on representative samples obtained from the proposed borrow material to provide data necessary to determine acceptability and for quality control. The moisture content of suitable borrow soils should generally be no more than 3 percentage points below or above optimum at the time of compaction. Tighter moisture limits may be necessary with certain soils.

Suitable fill material should be placed in thin lifts. Lift thickness depends on the type of compaction equipment, but a maximum loose-lift thickness of 8 inches is generally recommended. The soil should be compacted by a self-propelled sheepfoot roller. Within small excavations such as in utility trenches, around manholes, above foundations, or behind retaining walls, we recommend the use of “wacker packers” or “Rammax” compactors to achieve the specified compaction. Loose lift thicknesses of 4 to 6 inches are recommended in small area fills.

We recommend that structural fill be compacted to at least 95 percent of the standard Proctor maximum dry density (ASTM D698). The upper 12 inches of floor slab subgrade soils should be compacted to at least 98 percent of the standard Proctor maximum dry density. The upper 12 inches of pavement subgrades

should be compacted in accordance with Georgia DOT requirements to at least 100 percent of the standard Proctor maximum dry density (ASTM D698). Additionally, the maximum dry density of structural fill should be no less than 90 pcf. Geo-Hydro should perform density tests during fill placement.

Earth Slopes

Temporary construction slopes should be designed in strict compliance with OSHA regulations. The exploratory borings indicate that most soils at the site are Type C as defined in 29 CFR 1926 Subpart P. This dictates that temporary construction slopes in fill materials, or in any soil below the groundwater level, must be no steeper than 1.5H:1V. Temporary construction slopes in residual soils above the groundwater level should be no steeper than 1H:1V. Temporary construction slopes should be closely observed on a daily basis by the contractor's "competent person" for signs of mass movement: tension cracks near the crest, bulging at the toe of the slope, etc. The responsibility for excavation safety and stability of construction slopes should lie solely with the contractor.

We recommend that extreme caution be observed in trench excavations. Several cases of loss of life due to trench collapses in Georgia point out the lack of attention given to excavation safety on some projects. We recommend that applicable local and federal regulations regarding temporary slopes, and shoring and bracing of trench excavations be closely followed.

Formal analysis of slope stability was beyond the scope of work for this project. Based on our experience, permanent cut or fill slopes should be no steeper than 2H:1V to maintain long term stability and to provide ease of maintenance. The crest or toe of cut or fill slopes should be no closer than 10 feet to any foundation. The crest or toe should be no closer than 5 feet to the edge of any pavements. Erosion protection of slopes during construction and during establishment of vegetation should be considered an essential part of construction.

Earth Pressure (Cast-in-Place Walls)

Three earth pressure conditions are generally considered for retaining wall design: "at rest", "active", and "passive" stress conditions. Retaining walls which are rigidly restrained at the top and will be essentially unable to rotate under the action of earth pressure (such loading dock walls) should be designed for "at rest" conditions. Retaining walls which can move outward at the top as much as 0.5 percent of the wall height (such as free-standing walls) should be designed for "active" conditions. For the evaluation of the resistance of soil to lateral loads the "passive" earth pressure must be calculated. It should be noted that full development of passive pressure requires deflections toward the soil mass on the order of 1.0 percent to 4.0 percent of total wall height.

Earth pressure may be evaluated using the following equation:

$$p_h = K (D_w Z + q_s) + W_w(Z-d)$$

where: p_h = horizontal earth pressure at any depth below the ground surface (Z).

W_w = unit weight of water

Z = depth to any point below the ground surface

d = depth to groundwater surface

D_w = wet unit weight of the soil backfill (depending on borrow sources). The wet unit weight of most residual soils may be expected to range from approximately 115 to 125 pcf. Below the groundwater level, D_w must be the buoyant weight.

q_s = uniform surcharge load (add equivalent uniform surcharge to account for construction equipment loads)

K = earth pressure coefficient as follows:

<u>Earth Pressure Condition</u>	<u>Coefficient</u>
At Rest (K_o)	0.50
Active (K_a)	0.33
Passive (K_p)	3.0

The groundwater term, $W_w(Z-d)$, should be used if no drainage system is incorporated behind retaining walls. If a drainage system is included which will not allow the development of any water pressure behind the wall, then the groundwater term may be omitted. The development of excessive water pressure is a common cause of retaining wall failures. Drainage systems should be carefully designed to ensure that long term permanent drainage is accomplished.

The above design recommendations are based on the following assumptions:

- Horizontal backfill
- 95 percent standard Proctor compactive effort on backfill (ASTM D698)
- No safety factor is included

For convenience, equivalent fluid densities are frequently used for the calculation of lateral earth pressures. For "at rest" stress conditions, an equivalent fluid density of 63 pcf may be used. For the "active" state of stress an equivalent fluid density of 42 pcf may be used. These equivalent fluid densities are based on the assumptions that drainage behind the retaining wall will allow *no* development of hydrostatic pressure; that native sandy silts or silty sands will be used as backfill; that the backfill soils will be compacted to 95 percent of standard Proctor maximum dry density; that backfill will be horizontal; and that no surcharge loads will be applied.

For analysis of sliding resistance of the base of a cast-in-place concrete retaining wall, the coefficient of friction may be taken as 0.4 for the soils at the project site. This is an ultimate value, and an adequate factor of safety should be used in design. The force which resists base sliding is calculated by multiplying the normal force on the base by the coefficient of friction. Full development of the frictional force could require deflection of the base of roughly 0.1 to 0.3 inches.

Foundation Design

At the time of this report, no structural loading information had been provided to us. The following recommendations are based on an assumed maximum column load of 100 kips and wall loads not exceeding 6 kips per lineal foot.

After general site preparation and site grading have been completed in accordance with the recommendations of this report, it is our opinion that the proposed maintenance building can be supported using conventional shallow foundations. We recommend that footings be designed using an allowable bearing pressure of 2,500 psf. In addition, we recommend a minimum width of 24 inches for column footings and 18 inches for continuous wall footings to prevent general bearing capacity failure. Footings should bear at a minimum depth of 18 inches below the prevailing exterior ground surface elevation to avoid potential problems due to frost heave.

The recommended allowable bearing pressure is based on an estimated maximum total foundation settlement no greater than approximately 1 inch, with anticipated differential settlement between adjacent columns not exceeding about ½ inch. If the architect or structural engineer determines that the estimated total or differential settlement cannot be accommodated by the proposed structure, please contact us.

Foundation bearing surface evaluations should be performed in all footing excavations prior to placement of reinforcing steel. These evaluations should be performed by Geo-Hydro to confirm that the design allowable soil bearing pressure is available. Foundation bearing surface evaluations should be performed using a combination of visual observation, hand augering, and portable dynamic cone penetrometer testing (ASTM STP-399).

Because of natural variation, it is possible that some of the soils at the project site may have an allowable bearing pressure less than the recommended design value. Likewise, existing fill materials can be highly variable, and may have an allowable bearing pressure less than the recommended design value. Therefore, foundation bearing surface evaluations will be critical to aid in the identification and remediation of these situations.

Remedial measures should be based on actual field conditions. However, in most cases we expect the use of the stone replacement technique to be the primary remedial measure. Stone replacement involves the removal of soft or loose soils, followed by replacement with well-compacted graded aggregate base (GAB) meeting Georgia DOT specifications for gradation. Stone replacement is generally performed to depths ranging from a few inches to as much as 2 times the footing width, depending on the actual conditions. For budgetary purposes, we suggest considering that as much as 25 percent of the foundation excavations will require over excavation and stone replacement extending to a depth of 3 feet below bearing elevation. The actual quantity of stone replacement will be different and may exceed the provided estimate.

Seismic Design

It is our opinion that the test borings performed for the project were not extended to a depth sufficient to characterize the upper 100 feet of the soil subsurface for the purposes of determining the *Site Class* in accordance with the 2018 International Building Code (Chapter 20, ASCE 7-16). We recommend using a default *Site Class* of *D* as suggested in the code. The mapped and design spectral response accelerations are as follows: $S_s=0.213$, $S_1=0.090$, $S_{DS}=0.227$, $S_{D1}=0.144$.

Based on the information obtained from the soil test borings, it is our opinion that the potential for liquefaction of the soils at the site due to earthquake activity is relatively low.

Floor Slab Subgrade Preparation

The soil subgrade in the area of concrete slab-on-grade support is often disturbed during foundation excavation, plumbing installation, and superstructure construction. We recommend that the floor slab subgrade be evaluated by Geo-Hydro immediately prior to beginning floor slab construction. If low consistency soils are encountered that cannot be adequately densified in place, such soils should be removed and replaced with well-compacted fill material placed in accordance with the *Structural Fill* section of this report or with well-compacted graded aggregate base (GAB).

Assuming that the top 12 inches of floor slab subgrade soils are compacted to at least 98 percent of the standard Proctor maximum dry density, we recommend that a modulus of subgrade reaction of 120 pci be used for design for transient loading conditions such as vehicular or forklift traffic only. This value is not appropriate for designing thickened slab sections or foundations supporting permanent or semi-permanent loads such as those from equipment and storage racks.

Moisture Control for Concrete Slabs

To prevent the capillary rise of groundwater from adversely affecting the concrete slab-on-grade floor, we recommend that slab-on-grade floors be underlain by a minimum 4-inch thickness of open-graded stone. Use of #57 crushed stone meeting Georgia DOT specifications for gradation is suggested. The #57 stone must be covered by a vapor retarder. We suggest polyethylene sheeting at least 10 mils thick as a minimum vapor retarder.

In areas where floor slabs may be subjected to vehicular traffic including forklifts, trucks, or other relatively heavy wheeled equipment, we recommend that slab-on-grade floors be underlain by a minimum 5-inch thickness of graded aggregate base (GAB) compacted to at least 100 percent of the modified Proctor maximum dry density (ASTM D1557). The GAB must be covered by a vapor retarder as suggested above.

Flexible Pavement Design

Based on our experience with similar projects, assuming standard pavement design parameters, and contingent upon proper pavement subgrade preparation, we recommend the following pavement sections:

Entrance/Exit Driveways, Drive Lanes, and Truck Traffic Areas

Material	Thickness (inches)
Asphaltic Concrete 9.5mm Superpave Type II	2
Asphaltic Concrete 19mm Superpave	2
Graded Aggregate Base (GAB) (Base Course)	8
Subgrade compacted to at least 100% standard Proctor maximum dry density (ASTM D698)	12

Automobile Parking Stalls

Material	Thickness (inches)
Asphaltic Concrete 9.5mm Superpave Type II	2
Graded Aggregate Base (GAB) (Base Course)	6
Subgrade compacted to at least 100% standard Proctor maximum dry density (ASTM D698)	12

A concrete thickness of 7 inches is recommended for the approach and collection zone in front of any dumpsters and in designated truck turn-around areas. Please refer to the *Concrete Pavement* section of this report for concrete pavement recommendations.

The top 12 inches of pavement subgrade soils should be compacted to at least 100 percent of the standard Proctor maximum dry density (ASTM D698). Scarification and moisture adjustment will likely be required to achieve the recommended subgrade compaction level. Allowances for pavement subgrade preparation should be considered for budgeting and scheduling.

GAB must be compacted to at least 100 percent of the modified Proctor maximum dry density (ASTM D1557).

All pavement construction should be performed in general accordance with Georgia DOT specifications. Proper subgrade compaction, adherence to Georgia DOT specifications, and compliance with project plans and specifications, will be critical to the performance of the constructed pavement.

Concrete Pavement

A rigid Portland cement concrete pavement may be considered. Although usually more costly, a Portland cement concrete pavement is typically more durable and requires less maintenance throughout the life cycle of the facility. Concrete thicknesses of 5 inches in automobile parking areas and 6 inches in driveways and truck traffic areas are recommended. A concrete thickness of 7 inches is recommended for the approach and collection zone in front of any dumpster and in designated truck turn-around areas. A 600-psi flexural strength concrete mix (approximately 4,500 psi compressive strength) with 4 to 6 percent air entrainment should be used. The concrete pavement should be underlain by no less than 5 inches of compacted graded

aggregate base (GAB). GAB should be compacted to at least 100 percent of the modified Proctor maximum dry density (ASTM D1557). The top 12 inches of soil subgrade should be compacted to at least 100 percent of the standard Proctor maximum dry density (ASTM D698).

The concrete pavement may be designed as a “plain concrete pavement” with no reinforcing steel, or reinforcing steel may be used at joints. Construction joints and other design details should be in accordance with guidelines provided by the Portland Cement Association and the American Concrete Institute.

In general, all pavement construction should be in accordance with Georgia DOT specifications. Proper subgrade compaction, adherence to Georgia DOT specifications, and compliance with project plans and specifications will be critical to the performance of the constructed pavement.

Pavement Design Limitations

The pavement sections discussed above are based on our experience with similar type developments. After traffic information has been developed, we recommend that you allow us to review the traffic data and revise our recommendations as necessary.

Pavement Materials Testing

To aid in verifying that the pavement system is installed in general accordance with the design considerations, the following materials testing services are recommended:

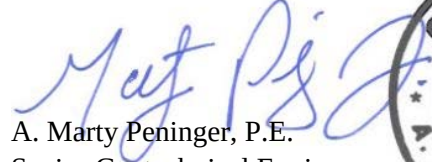
- Density testing of subgrade materials.
- Proofrolling of pavement subgrade materials immediately prior to placement of graded aggregate base (GAB). This proofrolling should be performed the same day GAB is installed.
- Density testing of GAB and verification of GAB thickness. In-place density should be verified using the sand cone method (ASTM D1556).
- Coring of the pavement to verify thickness and density (asphalt pavement only).
- Preparation and testing of beams and cylinders for flexural and compressive strength testing (Portland cement concrete only). The total number of test specimens required will depend on the number of concrete placement events necessary to construct the pavement.

* * * * *

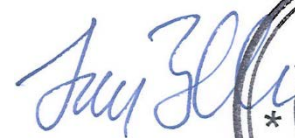
We appreciate the opportunity to serve as your geotechnical consultant for this project and are prepared to provide any additional services you may require. If you have any questions concerning this report or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.


A. Marty Peninger, P.E.
Senior Geotechnical Engineer
mpeninger@geohydro.com




Luis E. Babler, P.E.
Chief Engineer
luis@geohydro.com



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APPENDIX

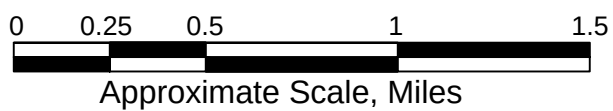
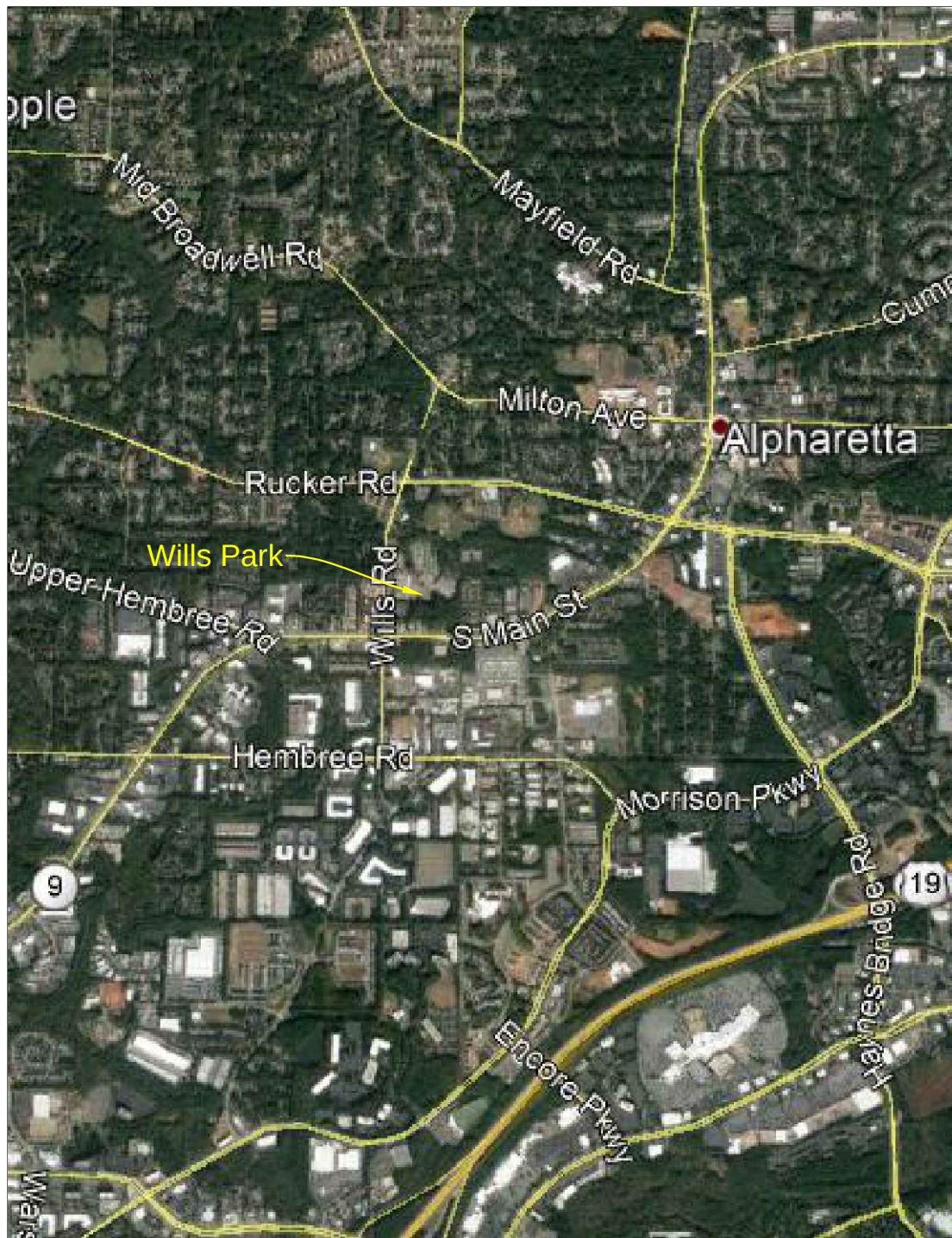
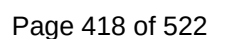


Figure 1: Site Location Plan

New Maintenance Building and Equestrian Arena
Wills Park
Alpharetta, Georgia
Geo-Hydro Project Number 200765.20



Symbols and Nomenclature

Symbols

█	Thin-walled tube (TWT) sample recovered
▢	Thin-walled tube (TWT) sample not recovered
●	Standard penetration resistance (ASTM D1586)
50/2"	Number of blows (50) to drive the split-spoon a number of inches (2)
65%	Percentage of rock core recovered
RQD	Rock quality designation - % of recovered core sample which is 4 or more inches long
GW	Groundwater
▼	Water level at least 24 hours after drilling
▽	Water level one hour or less after drilling
ALLUV	Alluvium
TOP	Topsoil
PM	Pavement Materials
CONC	Concrete
FILL	Fill Material
RES	Residual Soil
PWR	Partially Weathered Rock
SPT	Standard Penetration Testing

Penetration Resistance Results

	Number of Blows, N	Approximate Relative Density
Sands	0-4	very loose
	5-10	loose
	11-20	firm
	21-30	very firm
	31-50	dense
	Over 50	very dense
	Number of Blows, N	Approximate Consistency
Silts and Clays	0-1	very soft
	2-4	soft
	5-8	firm
	9-15	stiff
	16-30	very stiff
	31-50	hard
	Over 50	very hard

Drilling Procedures

Soil sampling and standard penetration testing performed in accordance with ASTM D 1586. The standard penetration resistance is the number of blows of a 140-pound hammer falling 30 inches to drive a 2-inch O.D., 1.4-inch I.D. split-spoon sampler one foot. Rock coring is performed in accordance with ASTM D 2113. Thin-walled tube sampling is performed in accordance with ASTM D 1587.

B-1

Test Boring Record



Project: New Maintenance Building and Equestrian Arena - Wills Park		Project No: 200765.20
Location: Alpharetta, Georgia		Date: 9/2/20
Method: HSA- ASTM D1586	GWT at Drilling: Not Encoutered	G.S. Elev: 1099
Driller: GCD (Rope and Cathead)	GWT at 24 hrs: N/A (Boring Backfilled)	Logged By: JTR

Elev. (Ft)	Depth (Ft)	GWT	Symbol	Description	N	Standard Penetration Test (Blows/Foot)									
						0	10	20	30	40	50	60	70	80	90 100
				Gravel (Approximately 6 inches)											
				Very stiff orange to tan-brown fine sandy clay (CL) (FILL)											
1095	5				17										
					27										
				Firm to very firm tan and brown micaceous silty fine sand (SM) (RESIDUUM)											
1090	10				13										
					14										
1085	15				14										
1080	20				22										
				Boring Terminated at 20 feet											
1075	25														

Remarks:

TEST BORING RECORD BORING LOGS.GPJ GEO HYDRO.GDT 9/11/20

B-2

Test Boring Record



Project: New Maintenance Building and Equestrian Arena - Wills Park		Project No: 200765.20
Location: Alpharetta, Georgia		Date: 9/2/20
Method: HSA- ASTM D1586	GWT at Drilling: Not Encoutered	G.S. Elev: 1100
Driller: GCD (Rope and Cathead)	GWT at 24 hrs: N/A (Boring Backfilled)	Logged By: JTR

Elev. (Ft)	Depth (Ft)	GWT	Symbol	Description	N	Standard Penetration Test (Blows/Foot)										
						0	10	20	30	40	50	60	70	80	90	100
				Gravel (Approximately 6 inches)												
				Stiff brown silty clay (CL) (FILL)												
				Firm to very firm tan to gray micaceous silty fine sand (SM) (RESIDUUM)												
1095	5				20			●								
					19			●								
					21			●								
1090	10				23			●								
1085	15				14			●								
1080	20				16			●								
				Boring Terminated at 20 feet												
1075	25															

Remarks:

TEST BORING RECORD BORING LOGS.GPJ GEO HYDRO.GDT 9/11/20

B-3

Test Boring Record



Project: New Maintenance Building and Equestrian Arena - Wills Park		Project No: 200765.20
Location: Alpharetta, Georgia		Date: 9/2/20
Method: HSA- ASTM D1586	GWT at Drilling: Not Encoutered	G.S. Elev: 1101
Driller: GCD (Rope and Cathead)	GWT at 24 hrs: N/A (Boring Backfilled)	Logged By: JTR

Elev. (Ft)	Depth (Ft)	GWT	Symbol	Description	N	Standard Penetration Test (Blows/Foot)										
						0	10	20	30	40	50	60	70	80	90	100
1100				Gravel (Approximately 10 inches)												
				Firm brown silty fine sand (SM) with clay (FILL)	17			●								
	5			Stiff gray and brown silty clay (CL) (ALLUVIUM)	15			●								
1095				Firm tan and gray to gray and black micaceous silty fine sand (SM) (RESIDUUM)	18			●								
	10				11			●								
1090																
	15				14			●								
1085																
	20			Boring Terminated at 20 feet	15			●								
1080																
	25															

Remarks:

TEST BORING RECORD BORING LOGS.GPJ GEO HYDRO.GDT 9/11/20

B-4

Test Boring Record



Project: New Maintenance Building and Equestrian Arena - Wills Park					Project No: 200765.20	
Location: Alpharetta, Georgia					Date: 9/2/20	
Method: HSA- ASTM D1586			GWT at Drilling: 14 feet		G.S. Elev: 1101	
Driller: GCD (Rope and Cathead)			GWT at 24 hrs: 5 feet		Logged By: JTR	

Elev. (Ft)	Depth (Ft)	GWT	Symbol	Description	N	Standard Penetration Test (Blows/Foot)
				Gravel (Approximately 8 inches)		
1100				Very stiff red-brown silty clay (CL) (FILL)		
					21	
	5			Loose gray and tan fine sand (SP-SM) with silt (ALLUVIUM)	10	
1095						
				Firm to very firm white and tan fine to medium sand (SP-SM) with silt (ALLUVIUM)	20	
	10				25	
1090						
				Firm to very firm gray and white micaceous silty fine sand (SM) (RESIDUUM)		
	15				11	
1085						
	20			Boring Terminated at 20 feet	24	
1080						
	25					

Remarks: Boring was left open for a delayed groundwater measurement. Approximately 8 hours after drilling, groundwater was encountered at a depth of 5 feet.

TEST BORING RECORD BORING LOGS.GPJ GEO HYDRO.GDT 9/11/20

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased construction.
 - 4. Work under Owner's separate contracts.
 - 5. Contractor's use of site and premises.
 - 6. Work restrictions.
 - 7. Specification and Drawing conventions.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: Wills Park Equestrian Center Expansion- Phase 1 (or as designated by the City of Alpharetta).
 - 1. Project Location: 11925 Wills Rd, Alpharetta, GA 30009
- B. Owner: City of Alpharetta.
 - 1. Owner's Representative: Morgan Rodgers.
- C. Architect: N/A.
- D. Project Coordinator for Multiple Contracts: Owner shall serve as Project coordinator.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Renovation of an existing equestrian performance arena; clearing and grubbing of project site; demolition of existing fencing and arena footing; grading; construction of site work including arena, fencing, utilities including water and sewer; stormwater piping and inlet modifications; erosion control; and minor landscaping.
 2. Note that all construction access to the project site should enter Wills Park through the southern entrance on Wills Road. Do not enter through the northern entrance that has recently been improved. Existing pavements, curbs, gravel surfacing, etc. should be preserved and protected at all times. Any damage should be repaired to the satisfaction of the owner at no additional cost.
- B. Type of Contract:
1. Project will be constructed under a single prime contract.

1.6 PHASED CONSTRUCTION

- A. The Work shall be conducted in phases as agreed to between the City of Alpharetta and the selected contractor (except as installed by vendors).
1. Phase 1 – Install temporary barricades/fencing as needed to secure project site.
 2. Phase 2 – Install and maintain erosion control measures. Contractor to see construction drawings for locations and types of erosion control.
 3. Phase 3 – Prepare site for construction by completing demolition. Contractor to see construction drawings and specifications for locations of demolition areas. Contractor to avoid the removal of trees not shown on the plans and will coordinate any tree removal with the City Arborist.
 4. Phase 4 – Install required utilities. Contractor to see construction drawings and specifications for locations of utility installation.
 5. Phase 5 – Perform grading activities and install storm drainage practices.
 6. Phase 6 – Finalize site work, including gravel surfacing and vegetative stabilization.
 7. Phase 7 – Remove erosion control fences and construction exit after all disturbed areas are stabilized. Contractor will remove all temporary erosion control measures as the end of the project. The City of Alpharetta expects the contractor to be responsible for all permanent and temporary items installed as related to this project.
- B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
 - 2. Maintain public access to the park entry roadway and walking trails to the greatest extent reasonably possible. Coordinate needed roadway closures with City parks staff, with at least one week (seven days) notice.
- B. On-Site Work Hours: Limit work to between 8 a.m. to 7 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
 - 1. Weekend Hours: None, unless otherwise indicated or approved by the owner in writing.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by others unless permitted by authorities having jurisdiction.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail either in the drawings or in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION 011000

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Owner's Representative.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Owner's Representative regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Owner's Representative for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.

- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Owner's Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as required by Owner.
- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include inspections and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.

2. Distribution: Distribute schedule to Owner, Owner's Representative, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - EXECUTION

2.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Owner's Representative.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's Representative's authorities' having jurisdiction reference during normal working hours.
 1. Submit log at Project closeout as part of Project Record Documents.

2.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6-inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12-inches above the ground for trees larger than 4-inch size.
- B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape or at a height 54-inches above the ground line.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
 - b. Arborist's responsibilities.
 - c. Quality-control program.
 - d. Coordination of Work and equipment movement with the locations of protection zones.
 - e. Trenching by hand or with air spade within protection zones.

- f. Field quality control.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Quality-control program.

1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3-inches maximum, 1/2 inch minimum.
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Design Professional.
 - 1. Fencing to be as indicated on the City of Alpharetta Standard Tree Protection Details, a minimum being plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96-inches apart.
 - a. Height: 48-inches.
 - b. Color: High-visibility orange, nonfading.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
 - 1. Size and Text: As shown on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue vinyl tape around each tree trunk at 54-inches above the ground.

- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Design Professional.
 - 2. Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Maintain protection zones free of weeds and trash.
- C. Maintain protection-zone fencing and signage in good condition as acceptable to Design Professional and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3-inches back from new construction and as required for root pruning.

- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Do not paint cut root ends.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots flush with the edge of the protection zone by cleanly cutting all roots to the depth of the required excavation.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction.
 - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- B. Unless otherwise directed by arborist and acceptable to Design Professional, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- F. Chip removed branches and spread over areas identified by Design Professional.

3.7 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.8 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Design Professional.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as described in 3.8.B.
- B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Design Professional determines are incapable of restoring to normal growth pattern.
 - 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 6-inches or smaller in caliper size.
 - 2. Large Trees: Provide two new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 6-inches in caliper size.
 - a. Species: As selected by Design Professional.
 - 3. Plant and maintain new trees as specified in Section 329300 "Plants."
- C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 4-inch uniform thickness to remain.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner's portion of the Work.
 - 6. Progress cleaning.
 - 7. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination Owner's separate contracts, and limits on use of Project site.
 - 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 CLOSEOUT SUBMITTALS

- A. Final Property Survey: Submit two copies showing the Work performed and record survey data along with electronic file of as-built condition.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to authorities' having jurisdiction and Owner's Representative for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative in accordance with requirements established by Owner.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Owner's Representative promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Owner's Representative when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Owner's Representative. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Owner's Representative before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Owner's Representative. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner's Representative.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Owner's Representative. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as

practicable, as judged by Owner's Representative. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
 1. Provide temporary facilities required for Owner-furnished, Contractor-installed and Owner-furnished, Owner-installed products.
 2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed and Owner-furnished, Owner-installed products
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
 - B. Site: Maintain Project site free of waste materials and debris.
 - C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
 - B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
 - C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste become property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.
- D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. List of Incomplete Items.
 - 4. Submittal of Project Warranties.
 - 5. Materials.
 - 6. Final cleaning.
 - 7. Repair of the Work.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Owner's Representative's use prior to Owner's Representative's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.
- D. As-built surveys in compliance with City and/or County requirements, as applicable.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Advise Owner of changeover in utility services.
 - 3. Complete final cleaning requirements.
 - 4. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Owner Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order listed by function area.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Owner's Representative.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in one of the following formats:
 - a. MS Excel Electronic File: Owner's Representative will return annotated file.
 - b. PDF Electronic File: Owner's Representative will return annotated file.
 - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).
 - d. Three Paper Copies: Owner's Representative will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Owner's Representative for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to Owner's Representative.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements provided by Owner's Representative.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 017300 "Execution" for cutting and patching procedures.
 - 3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
 - 1. .

1.5 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Dumpsters, vehicles, or other equipment in the project area.
- B. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner's Representative and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.7 COORDINATION

- A. Coordinate selective demolition schedule with Owner.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

- C. Survey of Existing Conditions: Record existing conditions, as needed.

2.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.

2.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Neatly cut openings to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping.
 - 3. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

2.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

2.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified by Owner.

B. Burning: Do not burn demolished materials.

2.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 221113 - FACILITY WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and related components outside the building for water service and fire-service mains.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Comply with ASTM F645 for selection, design, and installation of thermoplastic water piping.
- D. Comply with FMG's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- E. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.
- F. NSF Compliance:
 - 1. Comply with NSF 14 for plastic potable-water-service piping.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
 - 1. Notify Owner no fewer than seven (7) days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of water-distribution service without Owner's written permission.

1.6 COORDINATION

- A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. Pipe and fittings should meet all applicable requirements of Fulton County.

2.2 JOINING MATERIALS

- A. Refer to Section 330500 "Common Work Results for Utilities" for commonly used joining materials.
- B. Brazing Filler Metals: AWS A5.8, BCuP Series.
- C. Bonding Adhesive for Fiberglass Piping: As recommended by fiberglass piping manufacturer.
- D. Plastic Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

2.3 PIPING SPECIALTIES

- A. Transition Fittings: Manufactured fitting or coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.
- B. Tubular-Sleeve Pipe Couplings:
 - 1. Description: Metal, bolted, sleeve-type, reducing or transition coupling, with center sleeve, gaskets, end rings, and bolt fasteners and with ends of same sizes as piping to be joined.
 - a. Standard: AWWA C219.

2.4 GATE VALVES

- A. Valves should meet all applicable requirements of Fulton County.

2.5 GATE VALVE ACCESSORIES AND SPECIALTIES

- A. Tapping-Sleeve Assemblies: Should meet all applicable requirements of Fulton County.
- B. Valve Boxes: Should meet all applicable requirements of Fulton County.
- C. Indicator Posts: Should meet all applicable requirements of Fulton County and the City of Alpharetta.

2.6 FIRE HYDRANTS

- A. Fire Hydrants should meet all applicable requirements of Fulton County and the City of Alpharetta.

2.7 FIRE DEPARTMENT CONNECTIONS

- A. Fire Department Connections should meet all applicable requirements of Fulton County and the City of Alpharetta.

2.8 BACKFLOW PREVENTION

- A. Backflow preventers (and their boxes/vaults) should meet all applicable requirements of Fulton County and the City of Alpharetta.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.
- C. Do not use flanges or unions for underground piping.

- D. Flanges, unions, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.
- E. Underground water-service piping NPS 3/4 to NPS 3 shall be PVC piping that meets all applicable requirements of Fulton County.
- F. Underground water-service piping NPS 4 and NPS 6 shall be the following:
 - 1. Ductile-iron, meeting all applicable requirements of Fulton County
- G. Underground Fire-Service-Main Piping NPS 4 to NPS 8 shall be the following:
 - 1. Ductile-iron, meeting all applicable requirements of Fulton County and the City of Alpharetta.

3.3 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. See Section 330500 "Common Work Results for Utilities" for piping-system common requirements.

3.4 PIPING INSTALLATION

- A. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.
- B. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- C. Make connections in compliance with all applicable Fulton County requirements.
- D. Comply with NFPA 24 for fire-service-main piping materials and installation.
 - 1. Install copper tube and fittings according to CDA's "Copper Tube Handbook."
- E. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.
- F. Install PE pipe according to ASTM D2774 and ASTM F645.
- G. Install PVC, AWWA pipe according to ASTM F645 and AWWA M23.
- H. Bury piping with depth of cover over top at least 36 inches, with top at least 12 inches below level of maximum frost penetration.
- I. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.
 - 1. Terminate water-service piping at building wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building-water-piping systems when those systems are installed.

- J. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.

3.5 JOINT CONSTRUCTION

- A. See Section 330500 "Common Work Results for Utilities" for basic piping joint construction.
- B. Make pipe joints according to the following:
 - 1. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
 - 2. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.
 - 3. Ductile-Iron Piping, Grooved Joints: Cut-groove pipe. Assemble joints with grooved-end, ductile-iron-piping couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions.
 - 4. PE Piping Insert-Fitting Joints: Use plastic insert fittings and fasteners according to fitting manufacturer's written instructions.
 - 5. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D2774 or ASTM D3139 and pipe manufacturer's written instructions.
 - 6. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure.

3.6 ANCHORAGE INSTALLATION

- A. Anchorage, General: Install water-distribution piping with restrained joints meeting all applicable requirements of Fulton County.
- B. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.7 VALVE INSTALLATION

- A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.
- B. UL/FMG, Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.

3.8 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. AWWA Fire Hydrants: Comply with AWWA M17.
- C. UL/FMG Fire Hydrants: Comply with NFPA 24.

3.9 FIRE DEPARTMENT CONNECTION INSTALLATION

- A. Install protective pipe bollards on two sides of each fire department connection.

3.10 CONNECTIONS

- A. See Section 330500 "Common Work Results for Utilities" for piping connections to valves and equipment.
- B. Connect water-distribution piping to existing water service lines in accordance with all applicable requirements of Fulton County. Confirm size and location of existing water service lines prior to construction. Confirm use of existing lines and appropriateness for domestic/fire connections prior to construction.

3.11 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: Test at not less than one-and-one-half times working pressure for two hours.
 - 1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.
- C. Prepare reports of testing activities.

3.12 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Section 312000 "Earth Moving."
- B. Permanently attach equipment nameplate or marker indicating plastic water-service piping, on main electrical meter panel. See Section 330500 "Common Work Results for Utilities" for identifying devices.

3.13 CLEANING

- A. Clean and disinfect water-distribution piping as follows:
 - 1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.

2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.

- B. Prepare reports of purging and disinfecting activities.

3.14 AS-BUILT SURVEY

- A. Provide as-built drawings that meet all applicable requirements of Fulton County.
 1. As-builts should be prepared and submitted to the County until approval is obtained.

END OF SECTION 221113

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping, or sealing site utilities.
7. Temporary erosion and sedimentation control.

1.2 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- D. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify owner not less than seven (7) days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 24 inches below exposed subgrade.
 - 2. Use only hand methods or air spade for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, pavements, turf and grasses, and plants.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade (if required).
5. Base course for concrete pavements.
6. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subgrade and paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 ACTION SUBMITTALS

- A. Arena footing product data

1.4 INFORMATIONAL SUBMITTALS

- A. Material test reports.

1.5 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- B. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups SM, ML, CL, SW, SP, SC, SP-SM and SP-SC according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction.
- D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed, crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, unsuitable soils, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for unsuitable soils, rock excavation, or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs, pavements, and gravel surfacing with a pneumatic-tired dump truck (weighing at least 18 tons) to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Perform proof-roll in presence of owner's representative.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by the Owner's representative.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely

encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

- E. Initial Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Final Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under building slabs, use engineered fill.
 - 4. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 3 percent of optimum moisture content. See geotechnical report for additional discussion.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Shape base course to required crown elevations and cross-slope grades.
 - 2. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 3. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 100 percent of maximum dry unit weight according to ASTM D698.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Seeding.
- 2. Sodding.

- B. Related Requirements:

- 1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.

- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 2. Pesticide Applicator: State licensed, commercial.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

1. Quality: State-certified seed of grass species as shown on plans.

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: As shown on plans.

2.3 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

2.5 PESTICIDES

- A. Do not use pesticides on seed and sod on this project without prior approval from the Project Representative.

PART 3 - EXECUTION

3.1 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil.
- B. Reduce elevation of planting soil to allow for soil thickness of sod.

- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Design Professional's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate according to manufacturer's recommendation.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.4 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

3.5 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Design Professional:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 - 3. Satisfactory Plugged Turf: At end of maintenance period, the required number of plugs has been established as well-rooted, viable patches of grass, and areas between plugs are free of weeds and other undesirable vegetation.
 - 4. Satisfactory Sprigged Turf: At end of maintenance period, the required number of sprigs has been established as well-rooted, viable plants, and areas between sprigs are free of weeds and other undesirable vegetation.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION 329200

SECTION 330500 - COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Piping joining materials.
 - 2. Dielectric fittings.
 - 3. Sleeves.
 - 4. Identification devices.
 - 5. Grout.
 - 6. Piping system common requirements.

1.2 DEFINITIONS

- A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
- B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Dielectric fittings.
 - 2. Identification devices.

1.4 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Steel Piping Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness, unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B32, lead-free alloys. Include water-flushable flux according to ASTM B813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D2235.
 - 2. CPVC Piping: ASTM F493.
 - 3. PVC Piping: ASTM D2564. Include primer according to ASTM F656.
 - 4. PVC to ABS Piping Transition: ASTM D3138.
- H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.2 DIELECTRIC FITTINGS

- A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- B. Dielectric Unions:
 - 1. Description: Factory fabricated, union, NPS 2 and smaller.

- a. Pressure Rating: 150 psig minimum at 180 deg F.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.
- C. Dielectric Flanges:
 - 1. Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 and larger.
 - a. Pressure Rating: 150 psig minimum.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric Couplings:
 - 1. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 and smaller.
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded.
- E. Dielectric Nipples:
 - 1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded or grooved.

2.3 SLEEVES

- A. Mechanical sleeve seals for pipe penetrations are specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- B. Galvanized-Steel Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- C. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, galvanized, plain ends.
- D. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- E. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe Sleeves: ASTM D1785, Schedule 40.
- G. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.4 IDENTIFICATION DEVICES

- A. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.

1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
2. Location: Accessible and visible.
- B. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.
- C. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.
- D. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers, extending 360 degrees around pipe at each location.
- E. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- F. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
 1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.
- G. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils thick.
 1. Width: 1-1/2 inches on pipes with OD, including insulation, less than 6 inches; 2-1/2 inches for larger pipes.
 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- H. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch sequenced numbers. Include 5/32-inch hole for fastener.
 1. Material: 0.032-inch- thick, polished brass or aluminum.
 2. Material: 0.0375-inch- thick stainless steel.
 3. Material: 3/32-inch- thick plastic laminate with 2 black surfaces and a white inner layer.
 4. Material: Valve manufacturer's standard solid plastic.
 5. Size: 1-1/2 inches in diameter, unless otherwise indicated.
 6. Shape: As indicated for each piping system.
- I. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.

2.5 GROUT

- A. Description: ASTM C1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 DIELECTRIC FITTING APPLICATIONS

- A. Dry Piping Systems: Connect piping of dissimilar metals with the following:
 - 1. NPS and Smaller: Dielectric unions.
 - 2. NPS 2-1/2 and Larger: Dielectric flanges.
- B. Wet Piping Systems: Connect piping of dissimilar metals with the following:
 - 1. NPS 2 and Smaller: Dielectric couplings or dielectric nipples.
 - 2. NPS 2-1/2 and Larger: Dielectric nipples.

3.2 PIPING INSTALLATION

- A. Install piping according to the following requirements and utilities Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Select system components with pressure rating equal to or greater than system operating pressure.
- I. Sleeves are not required for core-drilled holes.
- J. Permanent sleeves are not required for holes formed by removable PE sleeves.
- K. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas 2 inches above finished floor level.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - a. PVC Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.

- L. Verify final equipment locations for roughing-in.
- M. Refer to equipment specifications in other Sections for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- E. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- H. Soldered Joints: Apply ASTM B813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B32.
- I. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- J. Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.
- K. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D2235 and ASTM D2661 appendixes.
3. CPVC Piping: Join according to ASTM D2846/D2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D1785, PVC pipe and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
5. PVC Nonpressure Piping: Join according to ASTM D2855.
6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D3138 Appendix.

L. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D3139.

M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D3212.

N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D2657.

1. Plain-End PE Pipe and Fittings: Use butt fusion.
2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.

O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Install dielectric fittings at connections of dissimilar metal pipes.

3.5 EQUIPMENT INSTALLATION

A. Install equipment level and plumb, unless otherwise indicated.

B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.

C. Install equipment to allow right of way to piping systems installed at required slope.

3.6 IDENTIFICATION

A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.

1. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.
 2. Locate pipe markers on exposed piping according to the following:
 - a. Near each valve and control device.
 - b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
 - c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
 - d. At manholes and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.
- B. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.7 GROUTING

- A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 330500

SECTION 334200 - STORMWATER CONVEYANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. PE pipe and fittings.
 - 2. PVC pipe and fittings.
 - 3. Concrete pipe and fittings.
 - 4. Cleanouts.
 - 5. Manholes.
 - 6. Stormwater inlets.
 - 7. Pipe outlets.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
 - 2. Stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.
 - 3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames, covers, design calculations, and concrete design-mix reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of cast-iron soil pipe and fitting.
- B. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

- A.

2.2 CORRUGATED-PE PIPE AND FITTINGS

- A. Corrugated-PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252, Type S, with smooth waterway for coupling joints.

- B. Corrugated-PE Pipe and Fittings NPS 12 to NPS 60: AASHTO M 294, Type S, with smooth waterway for coupling joints.
- C. Corrugated-PE Soiltight Couplings: AASHTO M 294, corrugated, matching pipe and fittings.

2.3 PVC PIPE AND FITTINGS

- A. NSF Marking: Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic storm drain and "NSF-sewer" for plastic storm sewer piping.
- B. PVC Corrugated Sewer Piping:
 - 1. Pipe: ASTM F949, PVC, corrugated pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM F949, PVC molded or fabricated, socket type.
 - 3. Gaskets: ASTM F477, elastomeric seals.
- C. Adhesive Primer: ASTM F656.

2.4 CONCRETE PIPE AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C76.
 - 1. Tongue-and-groove ends and gasketed joints with ASTM C443, rubber gaskets or sealant joints with ASTM C990
 - 2. Class III.

2.5 CLEANOUTS

- A. Cast-Iron Cleanouts:
 - 1. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside caulk or spigot connection and countersunk, tapered-thread, brass closure plug.
 - 2. Top-Loading Classification(s): Heavy Duty.
 - 3. Sewer Pipe Fitting and Riser to Cleanout: ASTM A74, Service class, cast-iron soil pipe and fittings.
- B. PVC Cleanouts:
 - 1. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.6 MANHOLES

- A. Standard Precast Concrete Manholes:
 - 1. Description: ASTM C478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.

2. Diameter: 48 inches minimum unless otherwise indicated.
3. Ballast: Increase thickness of precast concrete sections or add concrete to base section as required to prevent flotation.
4. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
5. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
7. Joint Sealant: ASTM C990, bitumen or butyl rubber.
8. Resilient Pipe Connectors: ASTM C923, cast or fitted into manhole walls, for each pipe connection.
9. Steps: As shown on plans, or Individual FRP steps; FRP ladder; or ASTM A615/A615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches .
10. Adjusting Rings: Interlocking HDPE rings with level or sloped edge in thickness and diameter matching manhole frame and cover, and of height required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
11. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

2.7 CONCRETE

- A. General: Cast-in-place concrete in accordance with ACI 318, ACI 350, and the following:
 1. Cement: ASTM C150/C150M, Type II.
 2. Fine Aggregate: ASTM C33/C33M, sand.
 3. Coarse Aggregate: ASTM C33/C33M, crushed gravel.
 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
 1. Reinforcing Fabric: ASTM A1064/A1064M, steel, welded wire fabric, plain.
 2. Reinforcing Bars: ASTM A615/A615M, Grade 60 (420 MPa) deformed steel.
- C. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.
 1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - a. Invert Slope: 2 percent through manhole.
 2. Benches: Concrete, sloped to drain into channel.

- a. Slope: 8 percent.
 - D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
 - 1. Reinforcing Fabric: ASTM A1064/A1064M, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A615/A615M, Grade 60 (420 MPa) deformed steel.
- 2.8 STORMWATER INLETS
- A. Curb Inlets: Made with vertical curb opening.
 - B. Gutter Inlets: Made with horizontal gutter opening. Include heavy-duty frames and grates.
 - C. Combination Inlets: Made with vertical curb and horizontal gutter openings. Include heavy-duty frames and grates.
 - D. Frames and Grates: Heavy duty, in accordance with utility standards.
- 2.9 PIPE OUTLETS
- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
 - B. Riprap Basins: Broken, irregularly sized and shaped, graded stone in accordance with NSSGA's "Quarried Stone for Erosion and Sediment Control."
 - 1. See erosion control plans for additional information.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install gravity-flow, nonpressure drainage piping in accordance with the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install piping with 36- inch minimum cover.
 - 3. Install PE corrugated sewer piping in accordance with ASTM D2321.
 - 4. Install PVC sewer piping in accordance with ASTM D2321 and ASTM F1668.
 - 5. Install reinforced-concrete sewer piping in accordance with ASTM C1479 and ACPA's "Concrete Pipe Installation Manual."

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping in accordance with the following:
 - 1. Join corrugated-PE piping in accordance with ASTM D3212 for push-on joints.
 - 2. Join PVC corrugated sewer piping in accordance with ASTM D2321 for elastomeric-seal joints.
 - 3. Join reinforced-concrete sewer piping in accordance with ACPA's "Concrete Pipe Installation Manual" for rubber-gasketed joints.

3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Heavy-Duty, top-loading classification cleanouts in all areas.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants in accordance with ASTM C891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in gravel surfacing or pavements. Set tops 3 inches above finished surface elsewhere unless otherwise indicated.

3.6 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.7 STORMWATER OUTLET INSTALLATION

- A. Construct riprap of broken stone, as indicated.
- B. Install outlets that spill onto grade, anchored with concrete, where indicated.

3.8 CONCRETE PLACEMENT

- A. Place cast-in-place concrete in accordance with ACI 318.

3.9 CONNECTIONS

- A. Connect to building roof drains with appropriate metal adapters and metal downspout boots. Terminate piping where indicated.
- B. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 2. Make branch connections from side into existing underground manholes and structures by cutting into existing unit and creating an opening large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe, manhole, or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
 - a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
 - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
 - 3. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.10 IDENTIFICATION

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.

3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems in accordance with requirements of authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.12 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

3.13 AS-BUILT SURVEY

- A. The contractor shall provide an as-built survey of all stormwater piping and stormwater management systems (swales, basins, and/or ponds) that meets all applicable requirements of

the local jurisdiction. This survey should include detailed as-built information on the stormwater management system, including an as-built detail of the outlet control structure(s) with all weir/orifice sizing and elevations. This survey should be provided to the owner and engineer for review and for the preparation of an as-built hydrology report.

- B. Note that if this survey shows that any corrections are needed to meet the intent of the original design, the contractor will be expected to make these corrections and provide an updated as-built survey at no additional cost until the intent of the original design is met.
- C. The contractor is responsible for submitting this survey in the appropriate format to the local jurisdiction for approval.

END OF SECTION 334200



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: RFP 23-104, Wills Park Equestrian Center Arena 3 Renovation, Phase 4 Expansion

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:

No known relationship exists ☐

Yes, Relationship does exist ☐

If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.

City Elected Official and/or Employee Name and position

Contribution Amount/Value (if any)

Contribution Date and Description

List other Relationship if not contribution

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Company Name

Subscribed and sworn before me on this the

Signature of Authorized Officer or Agent

_____ day of _____, 20_____

Date

Notary Public

Printed Name & Title of Authorized Officer or Agent

My Commission Expires

Company Address



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Wills Park Equestrian Center Arena 3 Renovation,
Phase 4 Expansion

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF ALPHARETTA BID BOND FORM



This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City.

In compliance with O.C.G.A. § 36-91-50

Bond Requirements

Bid Bond

A bid bond in the amount of 5% of bid total required. The bid surety may be in the form of a bid bond or cashier's check. If a cashier's check will be presented as bid surety, a copy of the check shall be posted online with the bidder's response and the actual cashier's check must be delivered to the Procurement Agent noted in the Specifications document at the noted address no later than the ITB close date and time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and performance and payment bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or bid bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Required to be submitted with Bid

Bidders are required to have completed and to return the following Bid Bond form for 5% of bid total with each Bid. Bid bond must be submitted with bid prior to bid due date/time.



BID BOND

(Five Percent (5%) of Bid)

Bid Bond # _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **CONTRACTOR**, and

_____, as **SURETY**, a corporation duly organized
under the laws of the State of _____, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA

ALPHARETTA, GA 30009 as **CITY** and hereafter called **OBLIGEE**, in the penal sum of

_____ Dollars (\$ _____), or _____ Percent
(_____ %) of the bid amount, whichever is less, for the payment of which sum well and truly to be
made, the said **CONTRACTOR** and the said **SURETY**, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the
OBLIGEE a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing
for the construction of

**WILLS PARK EQUESTRIAN CENTER ARENA 3 RENOVATION, PHASE 4
EXPANSION**, including, but is not limited to, all labor, materials, and equipment to complete
erosion control, demolitions, site preparation, grading, storm sewer structures, arena footing,
fencing and gates, irrigation, gravel surfacing, landscaping, and cleanup as further described in
plans and specifications. All work is within the City of Alpharetta.

NOW, THEREFORE, if the **OBLIGEE** shall accept the bid of the **CONTRACTOR** and the
CONTRACTOR shall enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid
and give such bonds or bond as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the **CONTRACTOR** to
enter such Contract and give such bond or bonds, if the **CONTRACTOR** shall pay to the **OBLIGEE** the
difference not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the **OBLIGEE** may in good faith contract with another party to perform the Work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CONTRACTOR

(SEAL)

By: _____

SURETY

(SEAL)

By: _____

Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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.

RFP 23-104, Wills Park Equestrian Arena 3 Renovation, Phase 4			
Proposal Cost Sheet			
BIDDER'S NAME <i>(enter here)</i>			
Item	Description	Unit	Total Cost
Mobilization	Includes bonds, insurance, and all work required to mobilize to project site and be ready to start construction, etc.	LS	\$ -
Erosion Control	Installed per plans and specifications.	LS	\$ -
	Notice of Intent and NPDES monitoring		
	Construction Exit (Co)		
	Excavated Inlet Sediment Trap- Filter Fabric (Sd2-F)		
	Silt Fencing		
	Dust Control (Du)		
	Distrubed Area Stabilization- Mulching (Ds1)		
	Distrubed Area Stabilization- Temporary Seeding (Ds2)		
Demolition and Site Preparation	Installed per plans and specifications.	LS	\$ -
	Demolish Existing Arena Fence		
	Demolish Sprinklers		
	Demolish Bollards		
	Demolish existing gravel surfacing		
	Demolish existing Arena Footing		
Grading	Grading complete, as shown on plans. Includes fine grading of Arena, areas outside of arena, compaction, etc.	LS	\$ -
Storm sewer and structures	Installed per plans and specifications.	LS	\$ -
	Adjust tops of existing structures and install new grate		
Arena Footing	Installed per plans and specifications.	LS	\$ -
	6 oz. Nonwoven Geotextile Fabric		
	Gravel Base		
	6" Perforated Underdrain Piping		
	Footing Base (Sand)		
	Top Footing (sand/fiber mix)		
Arena Fencing and Gates	Installed per plans and specifications.	LS	\$ -
	Arena Fencing		
	Gates (15' double swing)		
Arena Irrigation	Includes delegated design of system and controls by contractor, installation of piping (connecting to existing), guns, mounting posts, and controls, testing, etc. Installed per plans and specifications.	LS	\$ -
	Delegated Design of irrigation system		
	Irrigation system complete, including piping, heads, valves, controller		
Gravel Surfacing	Installed per plans and specifications.	LS	\$ -
	Gravel Aggregate Base, 3" Graded		
Landscaping	Includes temporary watering and warranty per specifications.	LS	\$ -
	Bermuda Grass/Cynodon Dactylon		
Demobilization/ Cleanup	Includes all work required to demobilize from project site, including site cleanup, removal of barricades and tree protection fencing, etc.	LS	\$ -
Total cost for complete scope of work as shown in construction documents:			\$ -



RFP 23-104 WP Arena Reno Ph 4 (Q-58FJ)

Instructions

- The Summary worksheet displays your overall progress for the questionnaire.
- The worksheets numbered from 1 to N represent question sets.
- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.
- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.
- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please do not use Excel formulas in your responses.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

Summary

Question Set	Questions	% Complete	Progress
1	3	0.00%	
2	5	0.00%	
Total	8	0.00%	

Question Set 1: Acknowledgements

#	Question	Response	Comment
1.0.1	Acknowledgement of Addenda, enter the number of addenda received, Response Type: 0, 1, 2, etc.		
1.0.2	Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.		
1.0.3	Acknowledge Payment & Performance Bonds/ Retainage, Response type: Yes or No		
3 Questions		0.00% Complete	

Question Set 2: Required Information

#	Question	Response	Comment
2.0.1	Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	-	
2.0.2	Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.	-	
2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	-	
2.0.4	Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	-	
2.0.5	Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.		
5 Questions		0.00% Complete	



RFP 23-104 WP Arena Reno Ph 4 (Q-58FJ)

Instructions

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2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	-	
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2.0.5	Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.		
5 Questions		0.00% Complete	

23-104 - Wills Park Equestrian Arena 3 Renovation

Scoring Summary

Active Submissions

	Total	B-1 - Company experience and past performance, references for similar type work.	B-2 - Technical Proposal, Project Approach, Timeline.	B-3 - Experience / resume of proposed site project manager or crew leader. Lead person on site. Specialized expertise.	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 25 pts	/ 25 pts	/ 20 pts	/ 30 pts
Longwood areans llc	96.5	23.75	23.75	19	30 (\$434,085.00)
Tri Scapes, Inc.	47.87	10.63	13.13	9	15.12 (\$861,500.00)
Magnum Contracting	44.3	9.375	9.375	8.5	17.05 (\$763,806.00)