CITY COUNCIL MEETING & PUBLIC HEARING
FEBRUARY 20, 2023

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE TO THE FLAG

4. BOARDS & COMMISSIONS

A. Natural Resources Commission - Alternate Appointment by Council Member Binder

B. Swearing-in of Board and Commission Members

5. CONSENT AGENDA

A. Alcoholic Beverage License Applications
Consideration of approval of the following alcoholic beverage license application:

1. PH-23-AB-01 AK Alpha Enterprise, LLC
3445 Webb Bridge Road, Alpharetta, GA 30005
Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales
Owner: AK Alpha Enterprise, LLC
Registered Agent: Divyesh Shah

B. FY 2023 Public Safety Fleet Replacement

6. PUBLIC HEARING

A. **CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry**
The applicant requested a deferral of this public hearing item during the January 17, 2023 City Council meeting, which was unanimously approved by City Council.
Consideration of a conditional use to allow a 'Car Wash' for Foamworks on a property previously developed and used for a car wash. The property is located at 11725 Cotton Creek Entry and is legally described as being located in Land Lot 44, 1st District, 1st Section, Fulton County, Georgia.

B. PH-23-03 The Gathering Change of Conditions
Consideration of a request to change previous conditions of zoning to add 4 'For-Sale' single-family detached lots, change the parking deck to 4 levels, revise the commercial layout, increase the commercial area from 41,800 square feet to 50,000 square feet, and allow one commercial building to be 1 story. The property is located at 0 Haynes Bridge Road and is legally described as being located in Land Lots 745 & 746, 1st District, 2nd Section, Fulton County, Georgia.

C. Ordinance: Fiscal Year 2023 Mid-Year Budget Amendment
First Reading
Consideration of an Ordinance to adopt a Mid-Year Fiscal 2023 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

D. Ordinance: Text Amendment to The Code of the City of Alpharetta, Georgia Alcohol Ordinance
First Reading
Consideration of an Ordinance to amend Chapter 4 of The Code of the City of Alpharetta, Georgia to revise provisions related to delivery, consumption sales, and retail establishments and to add

provisions related to mixed drink sales; to provide an effective date; and for other purposes.

E. Ordinance: Text Amendment to the Code of the City of Alpharetta, Georgia - New Offenses
First Reading
Consideration of an Ordinance to amend Article 1 of Chapter 30 of the Code of the City of Alpharetta, Georgia to add provisions related to destruction of property, defacing buildings, unauthorized entry of property, creating hazardous or offensive conditions, keeping a disorderly house, making false representations, and furnishing alcohol to a minor; to provide an effective date; and for other purposes.

F. Resolution to Authorize Eminent Domain - 0 Webb Bridge Road, Alpharetta, Georgia 30005
Consideration of 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 0 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel 21 555012410196) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

G. Resolution to Authorize Eminent Domain - 3973 Webb Bridge Road, Alpharetta, Georgia 30005
Consideration of 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 3973 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel 21 55512400163) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

H. Resolution to Authorize Eminent Domain - 212 Mossy Place, Alpharetta, Georgia 30005
Consideration of 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 212 Mossy Place, Alpharetta, Georgia 30005 (Tax Parcel 21 555212390396) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.

7. OLD BUSINESS

A. GDOT Georgia 400 Express Lanes Memorandum of Understanding
Consideration of approval of the memorandum of understanding with the Georgia Department of Transportation for the GA 400 Managed Lanes Project regarding utility coordination and authorize the Mayor to execute all necessary documents.

8. NEW BUSINESS

A. RFQ 23-1002 Award and Alpha Link Design and Project Management Services Task Order 1
Consideration of approval of the award of RFQ 23-1002 to AECOM, approve the Alpha Link design Task Order 1 for AECOM in an amount not to exceed $450,825, approve the Project Management Task Order 1 for Atkins in an amount not to exceed $80,000, and authorize the Mayor to execute all necessary documents.

B. Union Hill Park - Vendor Approval for Covered Arena Electrical Upgrades
Consideration of approval to utilize Meer Electrical Contractors, Inc. under the City's approved on-call services contract (#20-121) for electrical repairs and upgrades to the covered arena at Union Hill Park.

9. WORKSHOP

A. Settlement Opt-in: National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart
Presentation and Discussion and consideration of the settlement opt-in for National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

10. PUBLIC COMMENT

11. REPORTS

12. EXECUTIVE SESSION (IF NECESSARY)

13. ADJOURNMENT

STAFF REPORT

Department: Administration
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications
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3445 Webb Bridge Road, Alpharetta, GA 30005
Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales
Owner: AK Alpha Enterprise, LLC
Registered Agent: Divyesh Shah

STAFF RECOMMENDATION:

Approve the following alcoholic beverage license application as part of the Consent Agenda:
PH-23-AB-01 AK Alpha Enterprise, LLC

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Application was heard and considered during a virtual Alcohol License Public Hearing on Monday, February 13, 2023. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

ALTERNATIVES:

ATTACHMENTS:

1.	ALPH Minutes 2-13-2023

ALCOHOL LICENSE PUBLIC HEARING
FEBRUARY 13, 2023

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

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 814 1190 5527

II. CALL TO ORDER

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

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Beau Smith, Code Enforcement Officer
- Divyesh Shah, Owner and Registered for Agent AK Alpha Enterprise, LLC

IV. PUBLIC HEARING

A. PH-23-AB-01 AK Alpha Enterprise, LLC
3445 Webb Bridge Road
Alpharetta, GA 30005

Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales

Owner: AK Alpha Enterprise, LLC
Registered Agent: Divyesh Shah

- Mr. Divyesh Shah, owner and registered agent for AK Alpha Enterprise, LLC residing at 653 Citation Trail, Milton, GA 30005, was on the call.
- Mr. Shah explained this is a change of ownership at the store. The current owner does have an alcohol license.
- Mr. Shah has been involved in convenience stores located at gas stations for over 25 years. He used to own the Shell station on Alpharetta Highway in Alpharetta.
- Mr. Shah stated he is familiar with the City of Alpharetta's alcohol ordinances.
- Mr. Shah stated there will be 3 other employees, plus himself, who will be working at the store.

- Mr. Shah stated alcohol training consists of a scanning system. If alcohol is being purchased, it is scanned and prompts for identification. The employee scans the ID or verifies by entering the date of birth from the identification.
- Ms. Shapiro reminded Mr. Shah that once the local City of Alpharetta alcohol license is obtained, he must still obtain an alcohol license from the state of Georgia.
- Officer Smith confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, February 20, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:06 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: February 20, 2023

AGENDA ITEM:

FY 2023 Public Safety Fleet Replacement

STAFF RECOMMENDATION:

Staff recommends approval for the Department of Public Safety to purchase 31 vehicles funded through multiple sources including the Fiscal Year 2023 capital budget and the Risk Management Fund, as well as cover inflationary cost growth for orders placed in Fiscal Year 2022 but were not delivered before the model year closed (and will now reflect 2023 model years and corresponding pricing).

Authorizations total $2,173,194.84 with the details as follows:

- Approval to purchase 31 vehicles from Wade Ford through State Contract 99999-001-SPD0000183-0006 in an amount totaling $1,470,415.00.

- Approval to upfit 31 vehicles from Dana Safety Supply Inc. through the City's On-Call Public Safety Vehicle Upfitting contract in an amount totaling $583,573.72.

- Authorize additional funding totaling $64,627.00 to Wade Ford through State Contract 99999-001-SPD0000183-0006 to cover inflationary cost growth for orders placed in Fiscal Year 2022 but were not delivered before the model year closed (and will now reflect 2023 model years and corresponding pricing).

- Authorize additional funding totaling $54,579.12 to Dana Safety Supply Inc. through the City's On-Call Public Safety Vehicle Upfitting contract to cover inflationary cost growth for orders placed in Fiscal Year 2022 but were not delivered before the model year closed (and will now reflect 2023 model years and corresponding pricing).

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:
TOTAL COST FOR THIS REQUEST IS $2,173,194.84. FUNDING IS PROVIDED THROUGH EXISTING APPROPRIATIONS TOTALING $1,924,225 COMBINED WITH A REQUEST FROM NON-

ALLOCATED WITHIN THE CAPITAL PROJECT FUND OF $98,952 AND $150,018 FROM THE RISK MANAGEMENT FUND (INSURANCE CLAIMS). THIS WILL CLOSE OUT THE 2022 AND 2023 VEHICLE ACQUISITIONS FOR PUBLIC SAFETY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fleet (replacements); 30131150-542200-C1202	$1,610,983
Fleet (new positions); 30131150-542100-C2303	$412,194
Capital Project Fund (non-allocated); 360190200-579000	-$98,952
Risk Management Fund (vehicle claims); 60015550-552201	$150,018.00
Risk Management Fund (non-allocated); 60015550-579000	-$150,018

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00

ITEM DESCRIPTION:

The Department of Public Safety is requesting approval to purchase 31 vehicles funded through multiple sources including the Fiscal Year 2023 capital budget and the Risk Management Fund, as well as cover inflationary cost growth for orders placed in Fiscal Year 2022 but were not delivered before the model year closed (and will now reflect 2023 model years and corresponding pricing).

- **Fiscal Year 2023 Capital Budget (23 vehicle replacements)**

  Total cost of $1,519,096.56 and represents the replacement of 23 vehicles, including upfitting with the recommended model makeup as follows: 18 Utility Police Interceptors (Explorers); 4 F150's; and 1 F-250. These vehicles will replace older units that have reached the end-of-service thresholds and will be auctioned. As a general guide for replacement, the Department uses 100,000 miles or seven years of service for vehicles. See attached list of vehicles to be replaced and auctioned/sold. Upfitting includes purchasing and installing the necessary emergency equipment (e.g., light bars, computer stands, radios, weapon racks, prisoner transport systems, graphics, etc.). As a practice, the Department reuses emergency equipment from older vehicles and installs it into the newer vehicles whenever possible. The cost details of this request include $1,086,886.00 for vehicle acquisition (Wade Ford) and $432,210.56 for upfitting (Dana Safety Supply).

- **Fiscal Year 2023 Capital Budget (6 vehicles for new positions)**

  Total cost of $412,193.36 and represents the purchase of 6 vehicles, including upfitting for the new positions approved as part of the Fiscal Year 2023 budget with the recommended model makeup as follows: 4 Explorers (new Police Officer positions); and 2 F150's (Community Paramedic and Crime Scene Detective positions). The cost details of this request include $294,560.00 for vehicle acquisition (Wade Ford) and $117,633.36 for upfitting (Dana Safety Supply).

- **Replacement of 2 Totaled Vehicles (Risk Fund)**

  Total cost of $122,698.80 and represents the replacement of 2 vehicles, including upfitting with the recommended model makeup as follows: 2 Explorers. These acquisitions are to replace vehicles totaled through accidents. The Risk Management Fund will cover these costs which are partially offset through

applicable insurance recoveries. The cost details of this request include $88,969.00 for vehicle acquisition (Wade Ford) and $33,729.80 for upfitting (Dana Safety Supply).

- **Coverage of Inflationary Cost Growth for Fiscal Year 2022 Vehicle Order**

  Total cost of $119,206.12 to cover inflationary cost growth for orders placed in Fiscal Year 2022 but were not delivered before the model year closed (and will now reflect 2023 model years and corresponding pricing). Ford did not price protect these orders. The cost details of this request include $64,627.00 for vehicle acquisition (Wade Ford) and $54,579.12 for upfitting (Dana Safety Supply).

Total cost for this request is $2,173,194.84. Funding is provided through existing appropriations totaling $1,924,225 combined with a request from non-allocated within the Capital Project Fund of $98,952 and $150,018 from the Risk Management Fund (insurance claims). This will close out the 2022 and 2023 vehicle acquisitions for Public Safety.

ALTERNATIVES:

ATTACHMENTS:

1.	Vehicle Quotes
2.	Upfit Quotes
3.	FY23 Pricing for Council

POLICE INTERCEPTOR 2023

2023 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRROS/DRIVER SEAT, PURSUIT RATED TIRES

WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080

Account Manager: Roger Moore (rmoore@wade.com) D: 678-460-3881 C: 770-527-9041

POWERTRAIN *AWD STANDARD*

Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	$ -	$ -
1	99B/44U	3.3L V6 Flex Fuel (Req. 98F)	$ (2,343)	$ (2,343)
	99C/44U	3.0L EcoBoost	$ 938	$ -

EQUIPMENT GROUP

Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	$ 385	$ -
	66A	Front Headlamp Lighting Solution	$ 883	$ -
	86T	Tail Lamp Housing	$ 59	$ -
	66B	Tail Lamp Lighting Solution	$ 425	$ -
	66C	Rear Lighting Solution	$ 449	$ -
	67H	Ready for the Road Package	$ 3,548	$ -
	67U	Ultimate Wiring Package	$ 552	$ -
	67V	Police Wire Harness Connector Kit	$ 183	$ -

KEY EXTERIOR OPTIONS

Order	Option	Description	Price	Total
	41H	Engine Block Heater	$ 86	$ -
	153	License Plate Bracket (Front)	$ -	$ -

LAMPS/LIGHTING

Order	Option	Description	Price	Total
1	43D	Dark Car Feature	$ 25	$ 25
	942	Daytime Running Lamps	$ 44	$ -
	17T	Dome Lamp - Red/White (Cargo)	$ 49	$ -
	21L	Front Warning Aux Light	$ 543	$ -
	96W	Front Interior Windshield Light	$ 1,130	$ -
	60A	Pre-Wiring for Grill LED/Siren	$ 49	$ -
	43A	Rear Aux Liftgate Lights	$ 390	$ -
	63L	Rear Quarter Glass Side Lights	$ 568	$ -
	96T	Rear Spoiler Traffic Lights	$ 1,475	$ -
	63B	Side Market LED (Req. 60A)	$ 287	$ -

SPOT LIGHT PREP KITS

Order	Option	Description	Price	Total
	51P	Spot Lamp Prep Kit (Driver Side)	$ 139	$ -
	51W	Spot Lamp Prep Kit (Dual Side)	$ 277	$ -

SPOT LAMP - LED BULB

Order	Option	Description	Price	Total
1	51R	Spot Lamp - Driver (Unity)	$ 390	$ 390
	51T	Spot Lamp - Driver (Whelen)	$ 414	$ -
	51S	Spot Lamp - Dual (Unity)	$ 611	$ -
	51V	Spot Lamp - Dual (Whelen)	$ 656	$ -

BODY

Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	$ 118	$ -
	92R	Delete Privacy Glass (2nd Row ONLY)	$ 84	$ -
	76D	Deflector Plate	$ 331	$ -

WHEELS

Order	Option	Description	Price	Total
1	STD	Chrome Center Caps	$ -	$ -
	65L	Wheel Covers (18" Full Face)	$ 59	$ -
	64E	18" Painted Aluminum Wheel	$ 469	$ -

AUDIO/VIDEO

Order	Option	Description	Price	Total
	47E	12.1" Integrated Computer Screen	$ 2,709	$ -
1	87R	Rear View Camera (Mirror Display)	$ -	$ -
1	19V	Rear View Camera On-Demand	$ 228	$ 228

DOORS/LOCKS

Order	Option	Description	Price	Total
	52P	Hidden Door-Lock Plunger w/door INOP	$ -	$ -
1	68G	Rear-Door Handles INOP (w/52P)	$ 71	$ 71
	18D	Global Lock/Unlock Feature	$ -	$ -
1	55F	Remote Keyless - Entry Fob	$ 336	$ 336

KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*

Order	Option	Description	Price	Total
	59E	Keyed Alike - 1435x	$ 49	$ -
	59B	Keyed Alike - 1284x	$ 49	$ -
	59D	Keyed Alike - 0135x	$ 49	$ -
	59F	Keyed Alike - 0576x	$ 49	$ -
	59J	Keyed Alike - 1111x	$ 49	$ -
	59C	Keyed Alike - 1294x	$ 49	$ -
	59G	Keyed Alike - 0151x	$ 49	$ -

FLOORING/SEATS

Order	Option	Description	Price	Total
	16C	1st 2nd Row Carpet Floor	$ 124	$ -
	88F	2nd Row Cloth Seats	$ 59	$ -
			$ -	$ -
	87P	Power Passenger Seat	$ 321	$ -
	85S	Front Console Plate - Delete	$ -	$ -
	85R	Rear Center Seat - Delete	$ 44	$ -

SAFETY & SECURITY

Order	Option	Description	Price	Total
	90D	Ballistic Panels Lvl III+ (Driver)	$ 1,565	$ -
	90E	Ballistic Door Panels (Front)	$ 3,128	$ -
	90F	Ballistic Panels Lvl IV+ (Driver)	$ 2,384	$ -
	90G	Ballistic Panels Lvl IV+ (Front)	$ 4,768	$ -
1	55B/54Z	BLIS - Blid Spot Monitoring	$ 538	$ 538
	68B	Police Perimeter Alert	$ 667	$ -
	76P	Pre-Collision Assist	$ 148	$ -
1	549	Mirrors - Heated Sideview	$ 59	$ 59
	593	Perimeter Alarm (Req.55F)	$ 118	$ -
	47A	Police Engine Idle Feature	$ 256	$ -
1	76R	Reverse Sensing System	$ 272	$ 272

MISC

Order	Option	Description	Price	Total
1	17A	Aux Air Conditioning	$ 602	$ 602
1	16D	Badge Delete	$ -	$ -
	63V	Cargo Storage Vault	$ 242	$ -
	19K	H8 AGM Battery	$ 108	$ -
	60R	Noise Suppression Bonds	$ 99	$ -
	18X	100 Watt Siren/Speaker	$ 311	$ -
1	61B	OBDII Split Connector	$ 55	$ 55
				$ -
	401	CTECH Cop Box	$ 1,895	$ -

Order	Option	Description
	YZ	Oxford White
1	AG	Agate Black
	M7	Carbonized Grey
	JS	Iconic Silver Metallic
	YG	Medium Titanium Metallic
	LK	Dark Blue
	LM	Royal Blue
	J1	Kodiak Brown Metallic
	JL	Dark Toreador Red Metallic
	BU	Medium Brown Metallic
	E3	Arizona Beige Metallic
	E4	Vermillion Red
	FT	Blue Metallic

Quote Date

		Base Vehicle Price	$ 43,955
		Options Selected	$ 233
Enter Miles	50	Delivery	$ 100
	UPFIT		$ -
	ESP125*	Premium Care Service Plan (5yr/125,000)	$ 3,050 $ -

*Comprehensive repair protection

TOTAL per Vehicle $ 44,288

Quantity Requested

ORDER TOTAL $ -

Contact Information:

Agency

Contact

Address

Phone

Email

Rev. 12.12.2022

ADMIN PKG.

2023 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

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	76P	Pre-Collision Assist	$ 148	$ -
1	549	Mirrors - Heated Sideview	$ 59	$ 59
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	63V	Cargo Storage Vault	$ 242	$ -
	19K	H8 AGM Battery	$ 108	$ -
	60R	Noise Suppression Bonds	$ 99	$ -
	18X	100 Watt Siren/Speaker	$ 311	$ -
1	61B	OBDII Split Connector	$ 55	$ 55
				$ -
	401	CTECH Cop Box	$ 1,895	$ -

Order	Option	Description
	YZ	Oxford White
1	AG	Agate Black
	M7	Carbonized Grey
	JS	Iconic Silver Metallic
	YG	Medium Titanium Metallic
	LK	Dark Blue
	LM	Royal Blue
	J1	Kodiak Brown Metallic
	JL	Dark Toreador Red Metallic
	BU	Medium Brown Metallic
	E3	Arizona Beige Metallic
	E4	Vermillion Red
	FT	Blue Metallic

Quote Date

		Base Vehicle Price	$ 43,955
		Options Selected	$ 626
Enter Miles	50	Delivery	$ 100
	UPFIT		$ -
	ESP125*	Premium Care Service Plan (5yr/125,000)	$ 3,050 $ -

*Comprehensive repair protection

TOTAL per Vehicle $ 44,681

Quantity Requested

ORDER TOTAL $ -

Contact Information:

Agency

Contact

Address

Phone

Email

Rev. 12.12.2022

Pickup Contract 10590-WS
10,000 GVWR Pickup Ford F-250

F2A Regular Cab, 6.8L V8 Gasoline Engine, Automatic, 8 ft Bed, AC, AM/FM

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080
Roger Moore Phone (678) 460-3881 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	F3A	F350 10,500 GVWR	1,045.00	0.00	1	43K	2kW Pro Power	985.00	985.00
	F3C	Dual Tire F350 14,000 GVWR	2,740.00	0.00		76C	Backup Alarm	132.00	0.00
	F4C	F450 Dual Tire 14,000 GVWR *	14,485.00	0.00		76Z	Anti-Theft Security System	58.00	0.00
	X*A	Super Cab Short Bed (**no 450**)	2,335.00	0.00		942	Daytime Running Lights	43.00	0.00
1	W*B	Crew Cab Short Bed	3,797.00	3,797.00		96V	XL Chrome Package	225.00	0.00
	LWB	Long bed (SC CC only)	210.00	0.00		61N	Wheel Well Liners	325.00	0.00
1	B / D	4x4 Drive System (all cabs)	3,470.00	3,470.00	1	874	360 Camera	1,150.00	1,150.00
1	41P	Skid Plates	95.00	95.00		15W	12,000 lb Warn Winch	3,000.00	0.00
	99T	6.7L Powerstroke Diesel Engine	9,995.00	0.00	1	66S	Upfitter switches	165.00	165.00
	99M	High Output Diesel Engine	2,500.00	0.00		41H	Block Heater	100.00	0.00
1	99N	7.3 l V8 Gasoline Engine (250)	1,705.00	1,705.00		17Y	Tremor Package	4,375.00	0.00
	62R	PTO Provision Transmission	260.00	0.00		87S	Retractable Bed Side Step	330.00	0.00
	98F	Gaseous Fuel Prep Pkg (gas only)	Job 2			87B	Retractable Bed Corner Step	330.00	0.00
	17X	FX4 Off Road Pkg	995.00	0.00	1	603A	XLT Package Upgrade (4x4 only)	6,135.00	6,135.00
	X4*	Limited Slip Rear Axle	430.00	0.00		17P	XLT Premium Package	4,150.00	0.00
	TBM	LT245/75Rx17E AT Tires	181.00	0.00		54F	PowerScope Trailer Mirrors	280.00	0.00
	1S	Cloth 40-20-40 Seats	315.00	0.00		2S	Captains Chairs w Console	300.00	0.00
1	52S	Interior Work Surface	140.00	140.00					0.00
	67*	Heavy Duty Alternator(s)	115.00	0.00					0.00
	473	Snow Plow Prep Pkg	250.00	0.00					0.00
	43C	110V/400W Inverter (req 67*)	175.00	0.00					0.00
	67H	HD Front Suspension	225.00	0.00					0.00
	535	High Cap Trailer Tow Pkg	1,130.00	0.00					0.00
1	52T	Tow Tech Pkg	925.00	925.00					0.00
	53W	5th Wheel Gooseneck Prep Kit	550.00	0.00					0.00
	15J	Gooseneck Hitch Kit	250.00	0.00					0.00
	15L	5th Wheel Hitch Kit	1,095.00	0.00					0.00
	85S	Spray In Bedliner	595.00	0.00			Multiple body options available		0.00
1	18B	Platform Running Boards	421.00	421.00	1	X3E	Electronic Locking 3.73 Axle	430.00	430.00
	76S	Remote Start	250.00	0.00			8 ft Utility Body	17,250.00	0.00
1	86M	Dual Batteries 78AH	210.00	210.00			Crane Body		0.00
	19J	Cross Bed Tool box Matte	950.00	0.00			Lift Gates Installed		0.00
	19K	Crossbed Toolbox Bright	950.00	0.00			Animal Control Body		0.00
	91S	LED Amber Warning Strobes	650.00	0.00	2		Extra Keys	275.00	550.00
	91G	LED White Warning Strobes	650.00	0.00			Extended Service Plans		0.00
	66B	Box Link Connectors	69.00	0.00			Maintenance Plans		0.00
	52R	Bed Ramps	640.00	0.00	1		Delivery Zone	100.00	100.00
1	85G	Tailgate Step	375.00	375.00			* F450 Diesel Engine is STD		0.00
1	66L	LED Box Lighting	60.00	60.00			Hard Plate	85.00	0.00

		PAINT COLORS	Special Paint Colors**		
1	Z1	Oxford White	Fleet Green	GR	
	UM	Agate Black	Fleet Orange	MB	
	PQ	Race Red Metallic	School Bus Yellow	BY	
	M7	Carbonized Gray Metallic	Fleet Vermillion Red	E4	
	HX	Antimater Blue	Fleet Yellow	AT	
	JS	Iconic Silver			
	D1	Stone Grey Metallic			
	D4	Rapid Red XLT Only			

Base Vehicle	**44,294.00**
Total Chassis options	**11,138.00**
Total Body options	**9,515.00**
Delivery Zone	
Metallic / Special Paint	
Total	**64,947.00**
Units ordered	
Total for PO	0.00

Agency Contact	
Phone	
Agency	
Address	

V6 HYBRID

F150 Pickup Contract 10590-WS

Regular Cab, 4x2, Short Wheel Base, Spare, 3.3L V6, Automatic, AC,Vinyl 40-20-40 seats, AM/FM/Bluetooth

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Chassis	Price	Total
	X1*	Super Cab w/ 6.5 ft Bed	4,610.00	0.00		66S	SSV Special Svc Pkg **Crew only**	49.00	0.00
1	W1*	Crew Cab w/ 5.5 ft Bed	6,945.00	6,945.00			req 3.5 or 5.0 Engine		0.00
	LWB	Long Bed	295.00	0.00		102A	XL Plus Upgrade Pkg (**CC only**)	2,257.00	0.00
1	*1E	4x4 Drive System w/ SoF*	5,065.00	5,065.00		61S	STX Appreance Pkg **(101A)**	1,650.00	0.00
1	413	Skid Plates	152.00	152.00	1	43A/54R	Co-Pilot 360	919.00	919.00
1	99D	3.5/Hybrid Engine **Crew only**	7,990.00	7,990.00		17T	Tow Tech Pkg	844.00	0.00
1	477	Pro Pwr 7.2 Kw Generator	719.00	719.00		aataf	Trailer TPMS/Camera	695.00	0.00
						300A	XLT Upgrade	5,405.00	0.00
	99P	2.7L V6 Ecoboost Engine	1,285.00	0.00		59R	Remote Start	187.00	0.00
	998	3.5L V6 Ecoboost Engine	2,735.00	0.00		50N	Navigation **Req SYNC4**	763.00	0.00
	995	5.0L V8 Gasoline Engine	2,335.00	0.00		763	360 Degree Camera **Req53A**	733.00	0.00
	98G	CNG/Pro Prep for Alt Fuel	301.00	0.00		301A	XLT Plus Upgrade	1,973.00	0.00
	Bi-CNG	17 Gallon CNG		0.00		85P	LED box lighting	120.00	0.00
	Bi-CNG	23 Gallon CNG (**no 5.5**)		0.00		617	Power Adj Pedals	163.00	0.00
	Bi-CNG	10 Gallon CNG **Underbody**		0.00		86B	Chrome App Pkg	1,325.00	0.00
1	XL*	Limited Slip Rear Axle	545.00	545.00		302A	XLT Luxury Upgrade	5,215.00	0.00
	CG	Cloth 40-20-40 Seats	125.00	0.00		47R/W	Rubber floor (no reg cab)	150.00	0.00
1	WG	Cloth 40-Console-40 **SC/CC only**	283.00	283.00		472	2kW ProPwr (no Reg, Diesel,3.3)	954.00	0.00
1	50M	Interior Work Surface	158.00	158.00					0.00
	85A	Power Equip Grp W,L,M	0.00	0.00		90B	Cross Bed Toolbox Matte	895.00	0.00
1	91P	Power Driver Seat	336.00	336.00		90P	Cross Bed Toolbox Bright	895.00	0.00
	53B	Trailer Tow Hitch class IV	196.00	0.00					0.00
1	53A	Trailer Tow Package class V	1,044.00	1,044.00		BAK	Back Rack w/ Strobes	1,575.00	0.00
	67T	Trailer Brake Cont **Req 53***	265.00	0.00		TT15	1500 Lb Liftgate	3,585.00	0.00
	76R	Reverse Sensors **Req 53***	265.00	0.00			Thieman TT15 56x26+5		0.00
	471	400W Inverter **53A,76R,85A**	327.00	0.00		Leer	Hard Tonneau Cover	1,995.00	0.00
	68P	Snow Plow Prep **Req 995, 4x4**	49.00	0.00		627	Hvy Payload/towing pkg	3,690.00	0.00
	T7C	LT265/75Rx17E BSW AT Tires **4x4**	284.00	0.00			Incl HDtowing and LS axle		0.00
1	18B	Black Platform Running Boards	240.00	240.00					0.00
	50S	Cruise Control	216.00	0.00		52X	Auto Start-Stop Removal	0.00	0.00
	524/582	SYNC 4	387.00	0.00	1	96J	Tonneau - Retractable	2,200.00	2,200.00
1	57Q/924	Rear Defrost/Privacy Tint	306.00	306.00					0.00
	54R/59S	LED Mirror Spotlights **85A,53A**	465.00	0.00					0.00
	942	Daytime Running Lights	41.00	0.00					0.00
	85H	Backup Alarm	120.00	0.00					0.00
	94S/W	LED Warning Strobes A/AW*	695.00	0.00					0.00
	655	Ext Range 36 gal **Gas only**	427.00	0.00					0.00
1	595	Fog Lights	135.00	135.00					0.00
	17C	Chrome F&R Bumpers	169.00	0.00			** Bi-Fuel CNG systems will be		0.00
1	68L	Bed Utility Pkg	665.00	665.00			installed at Westport **		0.00
	47W	Tray Style Floor Liners	152.00	0.00			* Shift on the Fly		0.00
1	96W	Spray in Bed Liner	571.00	571.00			* Amber, or Amber/ White		0.00
2	XTR	Extra Keys	275.00	550.00			Tag / Title	75.00	0.00

		PAINT COLORS	
1	YZ	Oxford White	
	UM	Agate Black Metallic	
	PQ	Race Red	
	D1	Stone Grey Metallic	
	M7	Carbonized Grey	
	HX	Antimatter BLue	
	JS	Iconic Silver Metallic	
	E7	Velocity Blue Metallic	
	AT	Yellow	$725.00
	B1	School Bus Yellow	$725.00
	E4	Vermillion Red	$725.00
	GR	Green	$725.00

Delivery Region		
1 - 61.00		
2 - 80.00		
3 - 100.00	1	100
4 - 80.00		
5 - 80.00		
6 - 80.00		
7- 100.00		
8 - 120.00		
9 - 135.00		
10 - 140.00		
11 - 180.00		
12 - 200.00		

rev 7.14.22

Base Vehicle	**29,781.00**
Total Chassis options	**25,704.00**
Total Body options	**3,119.00**
Delivery Zone	**100.00**
Special Paint	
Total	**58,704.00**

Agency Contact	
Phone	
Agency	
Address	

V8

F150 Pickup Contract 10590-WS

Regular Cab, 4x2, Short Wheel Base, Spare, 3.3L V6, Automatic, AC,Vinyl 40-20-40 seats, AM/FM/Bluetooth

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Chassis	Price	Total
	X1*	Super Cab w/ 6.5 ft Bed	4,610.00	0.00		66S	SSV Special Svc Pkg **Crew only**	49.00	0.00
1	W1*	Crew Cab w/ 5.5 ft Bed	6,945.00	6,945.00			req 3.5 or 5.0 Engine		0.00
	LWB	Long Bed	295.00	0.00		102A	XL Plus Upgrade Pkg (**CC only**)	2,257.00	0.00
1	*1E	4x4 Drive System w/ SoF*	5,065.00	5,065.00		61S	STX Appreance Pkg **(101A)**	1,650.00	0.00
1	413	Skid Plates	152.00	152.00	1	43A/54R	Co-Pilot 360	919.00	919.00
	99D	3.5/Hybrid Engine **Crew only**	7,990.00	0.00		17T	Tow Tech Pkg	844.00	0.00
	477	Pro Pwr 7.2 Kw Generator	719.00	0.00		aataf	Trailer TPMS/Camera	695.00	0.00
						300A	XLT Upgrade	5,405.00	0.00
	99P	2.7L V6 Ecoboost Engine	1,285.00	0.00		59R	Remote Start	187.00	0.00
	998	3.5L V6 Ecoboost Engine	2,735.00	0.00		50N	Navigation **Req SYNC4**	763.00	0.00
1	995	5.0L V8 Gasoline Engine	2,335.00	2,335.00		763	360 Degree Camera **Req53A**	733.00	0.00
	98G	CNG/Pro Prep for Alt Fuel	301.00	0.00		301A	XLT Plus Upgrade	1,973.00	0.00
	Bi-CNG	17 Gallon CNG		0.00		85P	LED box lighting	120.00	0.00
	Bi-CNG	23 Gallon CNG (**no 5.5**)		0.00		617	Power Adj Pedals	163.00	0.00
	Bi-CNG	10 Gallon CNG **Underbody**		0.00		86B	Chrome App Pkg	1,325.00	0.00
1	XL*	Limited Slip Rear Axle	545.00	545.00		302A	XLT Luxury Upgrade	5,215.00	0.00
	CG	Cloth 40-20-40 Seats	125.00	0.00		47R/W	Rubber floor (no reg cab)	150.00	0.00
1	WG	Cloth 40-Console-40 **SC/CC only**	283.00	283.00		472	2kW ProPwr (no Reg, Diesel,3.3)	954.00	0.00
1	50M	Interior Work Surface	158.00	158.00					0.00
	85A	Power Equip Grp W,L,M	0.00	0.00		90B	Cross Bed Toolbox Matte	895.00	0.00
1	91P	Power Driver Seat	336.00	336.00		90P	Cross Bed Toolbox Bright	895.00	0.00
	53B	Trailer Tow Hitch class IV	196.00	0.00					0.00
1	53A	Trailer Tow Package class V	1,044.00	1,044.00		BAK	Back Rack w/ Strobes	1,575.00	0.00
	67T	Trailer Brake Cont **Req 53***	265.00	0.00		TT15	1500 Lb Liftgate	3,585.00	0.00
	76R	Reverse Sensors **Req 53***	265.00	0.00			Thieman TT15 56x26+5		0.00
1	471	400W Inverter **53A,76R,85A**	327.00	327.00		Leer	Hard Tonneau Cover	1,995.00	0.00
	68P	Snow Plow Prep **Req 995, 4x4**	49.00	0.00		627	Hvy Payload/towing pkg	3,690.00	0.00
	T7C	LT265/75Rx17E BSW AT Tires **4x4**	284.00	0.00			Incl HDtowing and LS axle		0.00
1	18B	Black Platform Running Boards	240.00	240.00					0.00
	50S	Cruise Control	216.00	0.00	1	52X	Auto Start-Stop Removal	0.00	0.00
	524/582	SYNC 4	387.00	0.00	1	96J	Tonneau - Retractable	2,200.00	2,200.00
1	57Q/924	Rear Defrost/Privacy Tint	306.00	306.00					0.00
	54R/59S	LED Mirror Spotlights **85A,53A**	465.00	0.00					0.00
	942	Daytime Running Lights	41.00	0.00					0.00
	85H	Backup Alarm	120.00	0.00					0.00
	94S/W	LED Warning Strobes A/AW*	695.00	0.00					0.00
1	655	Ext Range 36 gal **Gas only**	427.00	427.00					0.00
1	595	Fog Lights	135.00	135.00					0.00
	17C	Chrome F&R Bumpers	169.00	0.00			** Bi-Fuel CNG systems will be		0.00
1	68L	Bed Utility Pkg	665.00	665.00			installed at Westport **		0.00
	47W	Tray Style Floor Liners	152.00	0.00			* Shift on the Fly		0.00
1	96W	Spray in Bed Liner	571.00	571.00			* Amber, or Amber/ White		0.00
2	XTR	Extra Keys	275.00	550.00			Tag / Title	75.00	0.00

	PAINT COLORS		
1	YZ	Oxford White	
	UM	Agate Black Metallic	
	PQ	Race Red	
	D1	Stone Grey Metallic	
	M7	Carbonized Grey	
	HX	Antimatter BLue	
	JS	Iconic Silver Metallic	
	E7	Velocity Blue Metallic	
	AT	Yellow	$725.00
	B1	School Bus Yellow	$725.00
	E4	Vermillion Red	$725.00
	GR	Green	$725.00

Delivery Region		
1 - 61.00		
2 - 80.00		
3 - 100.00	1	100
4 - 80.00		
5 - 80.00		
6 - 80.00		
7- 100.00		
8 - 120.00		
9 - 135.00		
10 - 140.00		
11 - 180.00		
12 - 200.00		

rev 7.14.22

Base Vehicle	**29,781.00**
Total Chassis options	**20,084.00**
Total Body options	**3,119.00**
Delivery Zone	**100.00**
Special Paint	
Total	**53,084.00**
Agency Contact	
Phone	
Agency	
Address	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB00KE8 SOI 2021 F150 SPLIT FRONT INNER RBW Warehouse: ATLA Vin #:	1,074.6000	1,074.60
1	1	Y	MISC SOI Rear MPower 8 Mod. Traffic Controller RBA Warehouse: ATLA Vin #: #EMPTC00TEY	1,058.4000	1,058.40
1	1	Y	ENGSA5200HPP SOI BLUEPRINT 500 SIREN HANDHELD 200W Warehouse: ATLA Vin #:	628.5400	628.54
1	1	Y	ENGND04102 SOI REMOTE NODE Warehouse: ATLA Vin #:	204.3000	204.30
1	1	Y	ENGHNK03 SOI 10' BLUEPRINT HARNESS KIT Warehouse: ATLA Vin #:	74.7000	74.70
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	169.0000	338.00

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	1

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ETSSVBK09 SOI 2022 F-150 SPEAKER BRACKET Warehouse: ATLA Vin #: 100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Ford F-150 Police Pursuit, Special Service & Civilian Vehicles 2022, Bumper Mount	36.4500	36.45
2	2	Y	EMPSA05BU-8 SOI MPOWER 4X2 36-LED QUICK MNT R/B/W, Black HSNG Warehouse: ATLA Vin #: 4"x2" mpower Fascia with Quick Mount 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU/WHT	175.9500	351.90
1	1	Y	MISC #PMPSABK001 Warehouse: ATLA Vin #:	67.5000	67.50
4	4	Y	EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: ATLA Vin #: 4"x2" mpower Fascia with Stud Mount 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU/WHT	175.9500	703.80

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	PMPSADGSB SOI 90° Metal Bracket for mpower Fascia 4x2 Lights Warehouse: ATLA Vin #:	11.7000	46.80
3	3	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WH Warehouse: ATLA Vin #:	122.4000	367.20
1	1	Y	PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA Vin #:	17.5500	17.55
1	1	Y	ECVDMLTALDC SOUND OFF RED/WHITE DOME LIGHT CHARGER / PI SED/S Warehouse: ATLA Vin #:	70.6500	70.65
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA Vin #:	46.3500	46.35
1	1	Y	319-01 TUFFY UNDER THE SEAT BOX Warehouse: ATLA Vin #:	420.0000	420.00

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Ship To

(For Pickup - ATLA)
ATLANTA WAREHOUSE
4729 NELSON BROGDON BLVD
SUITE C
SUGAR HILL, GA 30518

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	UCB BSR TELESCOPING UNDERCOVER BAR WITH MTG BRACK Warehouse: ATLA Vin #: MOUNTS GUNLOCK(S) OVERHEAD IN VEHICLES THAT DO NOT HAVE PARTITIONS- (GUNLOCKS SOLD SEPERATELY) VEHICLE - LOCKING HEAD TYPE - **********	193.0000	193.00
1	1	Y	GK10271UHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: ATLA Vin #: GK10271UHK S T-RAIL MOUNT 1 UNIVERSAL HK	272.3000	272.30
1	1	Y	MISC LIND 100w USBC Hardwire Power Supply #USBC100-5461 Warehouse: ATLA Vin #:	156.8800	156.88
1	1	Y	14.0434 ABLE2 Multi-Port Accessory Box with USB Warehouse: ATLA Vin #:	39.0000	39.00
1	1	Y	RAM-VB-195-SW1 RAM NO-DRILL LAPTOP MOUNT, 2015+ F150 Warehouse: ATLA Vin #: RAM-VB-195-SW1	238.0000	238.00

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	4

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	425-3816 JOTTO MAGNET MIC Warehouse: ATLA Vin #:	39.0000	39.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #: Installation of customer supplied radio. Customer supplying all components needed to install radio. If any additional items are needed then additional charges may apply.	175.0000	175.00
1	1	Y	MISC Bullet Mounts: Base Only for 2021+ F150 Warehouse: ATLA Vin #:	79.0000	79.00
1	1	Y	MISC AMPS 20mm Ball with Metal Plate 2 pack 4 hole Warehouse: ATLA Vin #:	55.0000	55.00
2	2	Y	MISC BP Mounts: Carbon Fiber Mount Arm Long 10cm Warehouse: ATLA Vin #:	65.0000	130.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA Vin #:	325.0000	325.00

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	5

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455545-C
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN F150	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: ATLA Vin #:	275.0000	275.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #:	2,295.0000	2,295.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA Vin #:	400.0000	400.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/03/23
Print Time	11:39:02 AM
Page No.	6

Printed By: Jake Porter

Subtotal	10,178.92
Freight	0.00
Order Total	10,178.92

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455542-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB001LQ SOI FRONT INTERIOR BAR PIUT TRIO Warehouse: ATLA Vin #: Ford Explorer/PI Utility (2020) Split Front (DRV) |T18||T18||T18||T18||T18||T18||T18||T18| (PAS) |RBW||RBW||RBW||RBW||RBW||RBW||RBW||RBW| Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)	1,074.6000	1,074.60
1	1	Y	MISC SOI Rear Interior Bar PIU Trio RBA Warehouse: ATLA Vin #:	830.7000	830.70
1	1	Y	ENGSA5200HPP SOI BLUEPRINT 500 SIREN HANDHELD 200W Warehouse: ATLA Vin #:	628.5400	628.54
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	169.0000	338.00
1	1	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ATLA Vin #:	26.5500	26.55
1	1	Y	MISC SOI 4 Mod. MPOWER Traffic Controller, Trio RBW Warehouse: ATLA Vin #:	696.6000	696.60

Print Date	02/03/23
Print Time	02:17:32 PM
Page No.	1

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455542-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Ship To

(For Pickup - ATLA)
ATLANTA WAREHOUSE
4729 NELSON BROGDON BLVD
SUITE C
SUGAR HILL, GA 30518

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: ATLA Vin #:	122.4000	244.80
2	2	Y	PMP4BKRKLB SOI, Rock Mount Bracket Warehouse: ATLA Vin #:	17.9500	35.90
2	2	Y	ENFDGS4BRW SOI DUAL NFORCE DECK/GRILL 18 LED LT B/R/W Warehouse: ATLA Vin #:	266.8500	533.70
2	2	Y	ELUC3H010W SOI UNIV UNDERCOVER LED INSERT, 5 WIRE WHITE Warehouse: ATLA Vin #:	74.7000	149.40
1	1	Y	ECVDMLTALDC SOUND OFF RED/WHITE DOME LIGHT CHARGER / PI SED/S Warehouse: ATLA Vin #:	70.6500	70.65
2	2	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA Vin #:	46.3500	92.70
1	1	Y	TK1431ITU20 SMC CARGO COMMAND MODULE, 2020 UTILITY Warehouse: ATLA Vin #:	377.3000	377.30

Print Date	02/03/23
Print Time	02:17:32 PM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455542-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TK1418ITU20 SMC EZ LIFT DUAL DRAWER SYSTEM D2S-P1S, 2020 UTIL Warehouse: ATLA Vin #:	2,645.3000	2,645.30
1	1	Y	MISC LIND 100w USBC Hardwire Power Supply #USBC100-5461 Warehouse: ATLA Vin #:	156.8800	156.88
1	1	Y	14.0434 ABLE2 Multi-Port Accessory Box with USB Warehouse: ATLA Vin #:	39.0000	39.00
1	1	Y	MISC Jotto Laptop Base ONLY for PIU #425-0010 Warehouse: ATLA Vin #:	150.3000	150.30
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #: Installation of customer supplied Radio. Customer will be supplying all components needed for install. If any additional items are needed then additional charges may apply.	175.0000	175.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA Vin #:	325.0000	325.00

Print Date	02/03/23
Print Time	02:17:32 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455542-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	ADMIN SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: ATLA Vin #:	225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #: Installation of equipment	2,195.0000	2,195.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA Vin #:	400.0000	400.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/03/23
Print Time	02:17:32 PM
Page No.	4

Printed By: Jake Porter

Subtotal	11,410.92
Freight	0.00
Order Total	11,410.92

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Ship To

(For Pickup - ATLA)
ATLANTA WAREHOUSE
4729 NELSON BROGDON BLVD
SUITE C
SUGAR HILL, GA 30518

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC SOI 48" NFORCE NXT LightBar #ENNLB00WRV-34W Warehouse: ATLA Vin #: QE107838	1,798.0000	1,798.00
1	1	Y	MISC SOI MPower Arrow Kit # EMPAK00WRW Warehouse: ATLA Vin #: QE107838	1,195.0000	1,195.00
1	1	Y	ENGSA5200RSR SOI BLUEPRINT 500SIREN REMOTE KNB 200W Warehouse: ATLA Vin #:	692.5000	692.50
3	3	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: ATLA Vin #:	204.3000	612.90
3	3	Y	ENGHNK03 SOI 10' BLUEPRINT HARNESS KIT Warehouse: ATLA Vin #:	74.7000	224.10
1	1	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: ATLA Vin #:	280.8000	280.80
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA Vin #:	228.1500	228.15

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	1

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	169.0000	338.00
1	1	Y	ETSKLF100 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ATLA Vin #:	438.3000	438.30
1	1	Y	ETSSLFVBK07 SOI 2020 PIUT AFTERSHOCK MNT BRACKET PASS. Warehouse: ATLA Vin #:	29.5800	29.58
4	4	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: ATLA Vin #: **Mounted in upper Channel of Bumper**	122.4000	489.60
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/W Warehouse: ATLA Vin #: **Mounted to side of Bumper**	167.4000	334.80
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/W Warehouse: ATLA Vin #: **Under Mirror**	167.4000	334.80

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact:	**Contact:**
Telephone: 678-297-6317	**Telephone:**
E-mail: psfleet@alpharetta.ga.u	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: ATLA Vin #:	19.9500	39.90
2	2	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: ATLA Vin #: **Back door window**	122.4000	244.80
2	2	Y	PMP4BKRKLB SOI, Rock Mount Bracket Warehouse: ATLA Vin #:	17.9500	35.90
2	2	Y	ENFDGS4BRW SOI DUAL NFORCE DECK/GRILL 18 LED LT B/R/W Warehouse: ATLA Vin #: **Back Cargo window**	266.8500	533.70
2	2	Y	EMPSA05BU-8 SOI MPOWER 4X2 36-LED QUICK MNT R/B/W, Black HSNG Warehouse: ATLA Vin #: 4"x2" mpower Fascia with Quick Mount 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU/WHT	175.9500	351.90
2	2	Y	PMP8WDGB01 SOI MPOWER 4X2" 5 DEGREE WEDGE BLACK Warehouse: ATLA Vin #:	5.9500	11.90

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: ATLA Vin #:	122.4000	244.80
2	2	Y	ELUC3H010W SOI UNIV UNDERCOVER LED INSERT, 5 WIRE WHITE Warehouse: ATLA Vin #: **Reverse Lights**	74.7000	149.40
1	1	Y	ECVDMLTALDC SOUND OFF RED/WHITE DOME LIGHT CHARGER / PI SED/S Warehouse: ATLA Vin #:	70.6500	70.65
1	1	Y	EMPS1STS3D SOI MPOWER FASCIA 3" 8-LED STUD MNT RED/WHITE Warehouse: ATLA Vin #: **Prisoner Area**	98.5500	98.55
1	1	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA Vin #:	7.2000	7.20
2	2	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA Vin #: (1) Cargo Area (1) Rear Hatch Wire to a switch on D Pillar	46.3500	92.70

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	4

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
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SUGAR HILL, GA 30518

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E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	36-2125 WESTIN 2020 FORD PI UTILITY PUSH BUMPER Warehouse: ATLA Vin #:	309.0000	309.00
1	1	Y	36-2125PB WESTIN 2020 FORD PI UTILITY PIT BAR Warehouse: ATLA Vin #:	319.0000	319.00
1	1	Y	36-2125W WESTIN 2020 FORD PI UTILITY UPPER WINGS Warehouse: ATLA Vin #:	228.0000	228.00
1	1	Y	36-6005SMP4 WESTIN 4 head top chanel for SOS Mpower Warehouse: ATLA Vin #:	34.0000	34.00
1	1	Y	36-2125WC WESTIN WIRE COVER - PART Warehouse: ATLA Vin #:	34.0000	34.00
1	1	Y	GK10301S1U SMC T-RAIL DUAL WEAPON MT - 1 STD & 1 UNIV Warehouse: ATLA Vin #:	356.3000	356.30
			INCLUDES 1 STD SHOTGUN HEAD & 1 UNIVERSAL RIFLE HEAD TYPE OF KEYS DESIRED - SEE ATTACHED SPECIFIC WEAPONS FORM **********		

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	5

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GK10271USSCA SMC SINGLE WEAPON MOUNT, UNIVERSAL LOCK Warehouse: ATLA Vin #: STANDARD KEY OVERRIDE **********	272.3000	272.30
1	1	Y	PK1126ITU20TM SMC #10XL C Horizontal Sliding Window Warehouse: ATLA Vin #: Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)	734.3000	734.30
1	1	Y	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: ATLA Vin #: with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition	1,092.6000	1,092.60
1	1	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: ATLA Vin #:	223.3000	223.30
1	1	Y	QK0491ITU20 SMC FLOOR PAN TPO PLASTIC 2020+ FORD PIUT Warehouse: ATLA Vin #:	181.3000	181.30
2	2	Y	PP9640 SMC VDRAIN FOR FLOOR PAN (EACH) Warehouse: ATLA Vin #:	34.3000	68.60

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	6

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Ship To

(For Pickup - ATLA)
ATLANTA WAREHOUSE
4729 NELSON BROGDON BLVD
SUITE C
SUGAR HILL, GA 30518

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TK1431ITU20 SMC CARGO COMMAND MODULE, 2020 UTILITY Warehouse: ATLA Vin #:	377.3000	377.30
1	1	Y	TK1418ITU20 SMC EZ LIFT DUAL DRAWER SYSTEM D2S-P1S, 2020 UTIL Warehouse: ATLA Vin #:	2,645.3000	2,645.30
1	1	Y	425-6162 JOTTO, CONSOLE Warehouse: ATLA Vin #:	298.3100	298.31
1	1	Y	425-6674 JOTTO floor plate for 2020 int suv Warehouse: ATLA Vin #:	170.9500	170.95
1	1	Y	425-6295 JD EQUIPMENT BRACKET FOR CONSOLE Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	425-6281 JOTTO 425-6281 ETSA48xRSR SOUNDOFF FACEPLATE Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: ATLA Vin #:	59.6600	59.66

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	7

Printed By: Jake Porter

Continued on Next Page

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Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	425-6053 JD 3 INCH CONSOLE FILLER PLATE Warehouse: ATLA Vin #:	0.0000	0.00
1	1	Y	425-0017 JOTTO PT Hinged Brother Armrest Warehouse: ATLA Vin #: Designed to mount to either horizontal or vertical, Jotto Desk's new Hinged Brother Armrest is an easy to use flip-up armrest and printer mount all in one. Engineered for the installer, the Brother Hinged Armrest works with Floor Plates or Consoles, the height is adjusted with simple hand tools, and Cable strain relief protects connectors on the printer from damage. Created with the user in mind the armrest position can be adjusted for the user's preference. The Hinged Brother Armrest fits the Brother PocketJet 6/7 Printer and paper roll.	427.8000	427.80
1	1	Y	425-5010-5215 JD Laptop Mount Ford PIU 2020 cable Warehouse: ATLA Vin #:	354.6600	354.66
2	2	Y	425-3816 JOTTO MAGNET MIC Warehouse: ATLA Vin #:	39.0000	78.00
2	2	Y	425-3692 JD MIC CLIP BRACKET Warehouse: ATLA Vin #:	17.2200	34.44

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	8

Printed By: Jake Porter

Continued on Next Page

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC Lind 100w USBC Hardwire power supply #USBC100-5461 Warehouse: ATLA Vin #:	156.8800	156.88
1	1	Y	PJ822 BRO POCKET JET 8 (THERMAL PRINTER W/ USB Warehouse: ATLA Vin #:	389.0000	389.00
1	1	Y	LBX110001 BRO USB Cable Type A to C, 10 ft Warehouse: ATLA Vin #:	26.9500	26.95
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: ATLA Vin #:	25.9500	25.95
1	1	Y	14.0434 ABLE2 Multi-Port Accessory Box with USB Warehouse: ATLA Vin #:	39.0000	39.00
1	1	Y	T52217B TIGERTOUGH2020 Ford Police Interceptor Utility With I Warehouse: ATLA Vin #: 2020 Ford Police Interceptor Utility With IronBand Driver's Bucket - Black Tactical	189.0500	189.05
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: ATLA Vin #:	250.0000	250.00

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	9

Printed By: Jake Porter

Continued on Next Page

Sales Quote

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GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454528-D
Customer No.	ALPHA

Bill To	Ship To
ALPHARETTA, CITY OF EMAIL ALL INVOICES cmiller@alpharetta.ga.us ALPHARETTA, GA 30009	(For Pickup - ATLA) ATLANTA WAREHOUSE 4729 NELSON BROGDON BLVD SUITE C SUGAR HILL, GA 30518
Contact: **Telephone:** 678-297-6317 **E-mail:** psfleet@alpharetta.ga.u	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #:	2,395.0000	2,395.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Radio Warehouse: ATLA Vin #: Installation of Customer supplied Radio. Customer supplying ALL components needed for Radio. If any additional items is needed then addtional charges may apply.	175.0000	175.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Rocket Warehouse: ATLA Vin #: Installation of Customer supplied Utiltiy Rocket system. Customer supplying all items needed for Installation. If any additional items are needed then additional charges may apply.	275.0000	275.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA Vin #: 20% Front doors , 50% Windshield	325.0000	325.00

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	10

Printed By: Jake Porter

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
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Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/28/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	PATROL SUV	NET 30

Entered By	Salesperson	Ordered By	Resale Number
Jake Porter	JAKE PORTER-Atlanta	J. Hickel	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: ATLA Vin #: THIS DOES NOT INCLUDE LABOR FOR GRAPHICS INSTALL.	495.0000	495.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA Vin #:	400.0000	400.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/03/23
Print Time	02:03:40 PM
Page No.	11

Printed By: Jake Porter

Subtotal	22,318.88
Freight	0.00
Order Total	22,318.88

FY2023 order

Vehicle #	Make	Model	Vehicle Cost	Upfit Cost
23-02	Ford	F150	53,084.00	10,178.92
23-03	Ford	F150	53,084.00	10,178.92
23-07	Ford	F150	58,704.00	10,178.92
23-12	Ford	F150	58,704.00	11,178.92
23-11	Ford	F250 7.3 gas	64,947.00	21,478.92
23-01	Ford	Explorer	44,681.00	11,410.92
23-08	Ford	Explorer	44,681.00	11,410.92
23-09	Ford	Explorer	44,681.00	11,410.92
23-13	Ford	Explorer	44,288.00	22,318.88
23-14	Ford	Explorer	44,288.00	22,318.88
23-15	Ford	Explorer	44,288.00	22,318.88
23-17	Ford	Explorer	44,288.00	22,318.88
23-18	Ford	Explorer	44,288.00	22,318.88
23-19	Ford	Explorer	44,288.00	22,318.88
23-20	Ford	Explorer	44,288.00	22,318.88
23-21	Ford	Explorer	44,288.00	22,318.88
23-22	Ford	Explorer	44,288.00	22,318.88
23-23	Ford	Explorer	44,288.00	22,318.88
23-24	Ford	Explorer	44,288.00	22,318.88
23-25	Ford	Explorer	44,288.00	22,318.88
23-26	Ford	Explorer	44,288.00	22,318.88
23-27	Ford	Explorer	44,288.00	22,318.88
23-28	Ford	Explorer	44,288.00	22,318.88
23-10	Ford	F150	58,704.00	10,178.92
23-04	Ford	F150	58,704.00	18,178.92
23-29	Ford	Explorer	44,288.00	22,318.88
23-30	Ford	Explorer	44,288.00	22,318.88
23-31	Ford	Explorer	44,288.00	22,318.88
23-32	Ford	Explorer	44,288.00	22,318.88
23-06	*Ford*	*Explorer*	*44,681.00*	*11,410.92*
23-16	*Ford*	*Explorer*	*44,288.00*	*22,318.88*
			$ 1,470,415.00	**$ 583,573.72**

FY2022 order

Vehicle #	Make	Model	FY22 Initial Pricing	FY22 Initial Upfit
22-01	*Ford*	*F150*	*$44,799.00*	*$9,822.50*
22-02	*Ford*	*Explorer*	*$34,531.00*	*$13,698.43*
22-03	Ford	Explorer	$34,531.00	$13,698.43
22-04	Ford	Explorer	$34,531.00	$13,698.43
22-05	Ford	Explorer	$34,531.00	$13,698.43
22-06	Ford	Explorer	$34,531.00	$13,698.43
22-07	Ford	Explorer	$34,531.00	$13,698.43
			$ 251,985.00	**$ 92,013.08**

Division	Assigned To	Budget Notes	Addt'l Vehicle Cost	Addt'l Upfit Cost	
CID	Fleet Replace	FY2023 Fleet Replacement C1202			
CID	Fleet Replace	FY2023 Fleet Replacement C1202			
Fire Admin	Fleet Replace	FY2023 Fleet Replacement C1202			
Traffic	Fleet Replace	FY2023 Fleet Replacement C1202			
Fire Training	Fleet Replace	FY2023 Fleet Replacement C1202			
Admin	Fleet Replace	FY2023 Fleet Replacement C1202			
Fire Admin	Fleet Replace	FY2023 Fleet Replacement C1202			
Fire Admin	Fleet Replace	FY2023 Fleet Replacement C1202			
Traffic	Fleet Replace	FY2023 Fleet Replacement C1202			
Traffic	Fleet Replace	FY2023 Fleet Replacement C1202			
Traffic	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
UPD	Fleet Replace	FY2023 Fleet Replacement C1202			
Comm Para	Comm Para - New Initiative	2023 OP Initiatives C2303			
CID	Crim Scene Det - New Initiative	2023 OP Initiatives C2303			
UPD	New PO Initiative	2023 OP Initiatives C2303			
UPD	New PO Initiative	2023 OP Initiatives C2303			
UPD	New PO Initiative	2023 OP Initiatives C2303			
UPD	New PO Initiative	2023 OP Initiatives C2303			
Fire Admin	*Risk Mgmt.*	*Risk Management*	*6,085.00*	*2,856.42*	*Risk Management*
Traffic	*Risk Mgmt.*	*Risk Management*	*9,757.00*	*8,620.45*	*Risk Management*
			9,757.00	8,620.45	
			9,757.00	8,620.45	
			9,757.00	8,620.45	
			9,757.00	8,620.45	
			9,757.00	8,620.45	
			$ 64,627.00	**$ 54,579.12**	

Rick Case Hyundai	Hyundai Kia
Rick Case Kia	Kia

Palisade	XRT	42500
Telluride USED		35991
Telluride		41000

left a message 01/18

CITY COUNCIL MEETING
STAFF REPORT

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

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

CITY COUNCIL: FEBRUARY 20, 2023

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

The applicant requested a deferral of this request during the January 17, 2023 City Council meeting, which City Council unanimously approved.

II. RECOMMENDATION:

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

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

III. REPORT IN BRIEF:

The applicant, Foamworks Alpharetta, LLC, is requesting a conditional use to operate a 'Car Wash' in a 4,987 square foot building, which was formerly used by Autobell Car Wash. The Camden Pond Master Plan requires a conditional use to allow a 'Car Wash' on the subject property. The previous use of the property as a 'Car Wash' was not approved as a conditional use and was therefore a legal, non-conforming use. Since the 'Car Wash' has discontinued operation for 60 or more days, the use

may not be re-established without the approval of a conditional use. The subject property is located at 11725 Cotton Creek Entry at the northeast corner of Old Milton Parkway and Cotton Creek Entry.

DISCUSSION

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

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

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

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

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

RENDERINGS

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

Existing

Proposed

TRAFFIC

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

Table 1 – Trip Generation for Current and Proposed Development

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

CONDITIONAL USE REVIEW CRITERIA

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

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

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

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

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

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

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

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

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

Response: Not applicable.

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

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

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

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

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

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

CONCURRENCES

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

CITIZEN PARTICIPATION PLAN

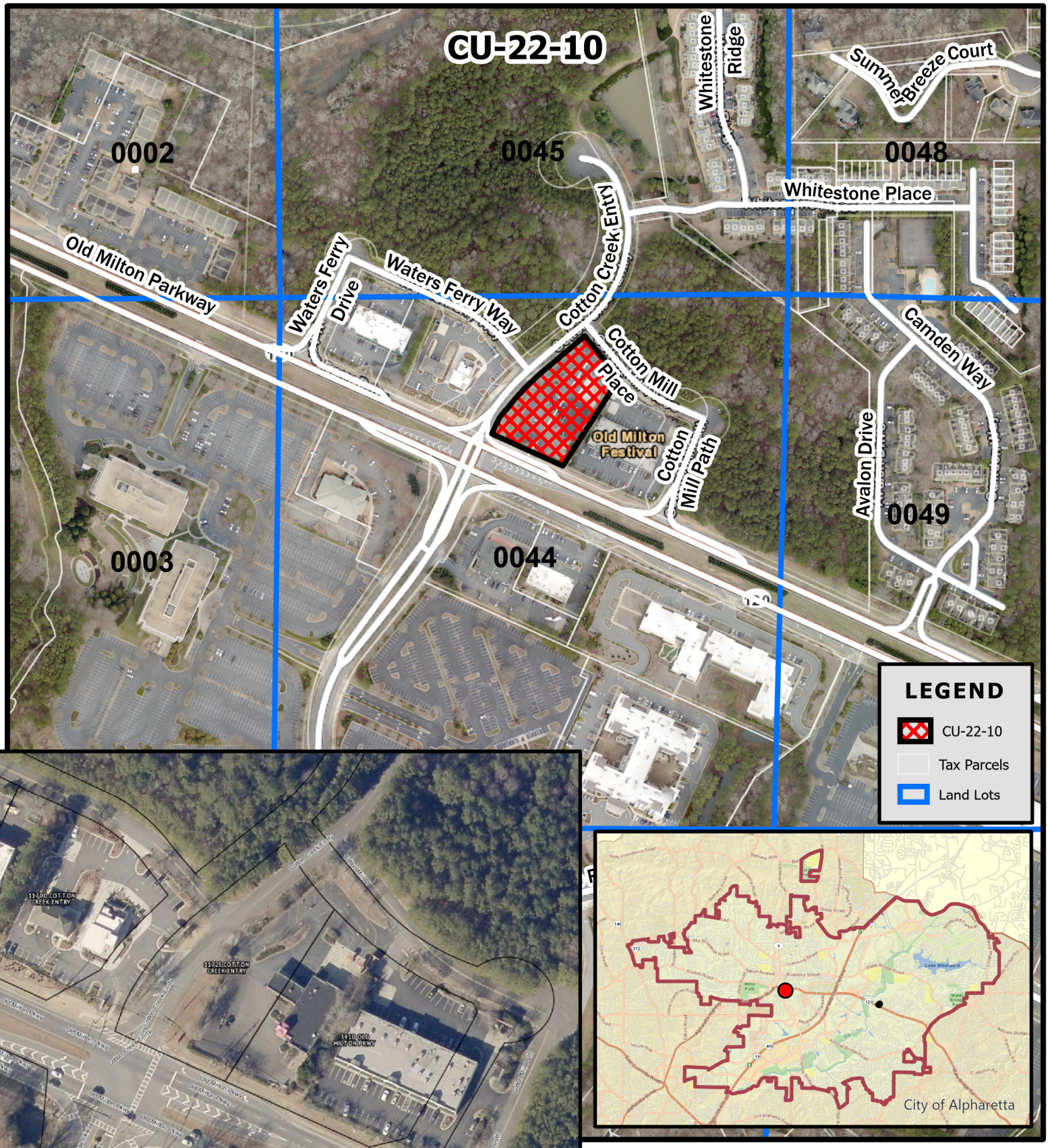
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no public comments have been received other than the questions at the October 12, 2022 Community Zoning Information Meeting (CZIM).

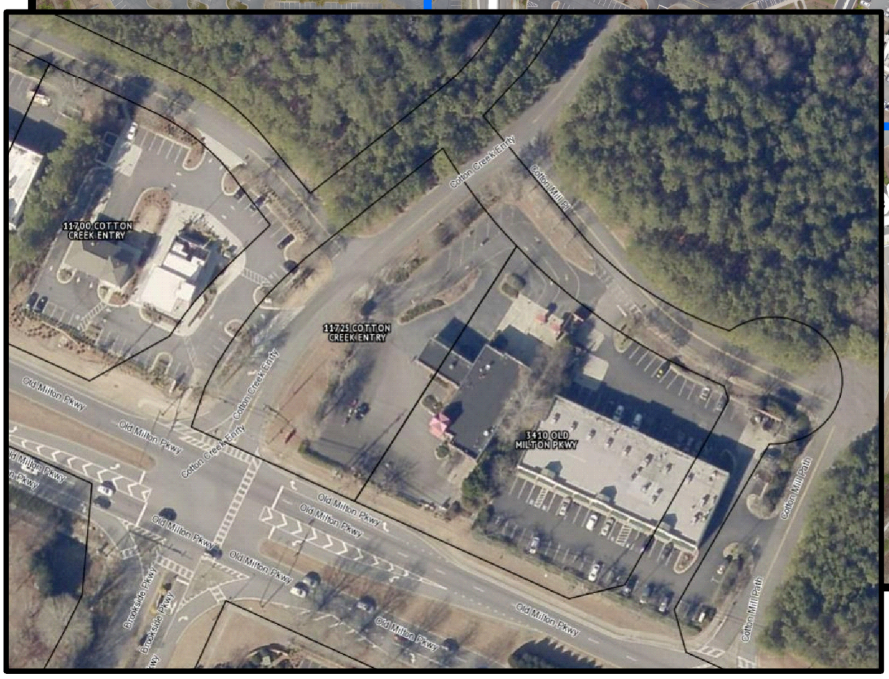
COMMUNITY ZONING INFORMATION MEETING

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

IV. ATTACHMENTS:

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



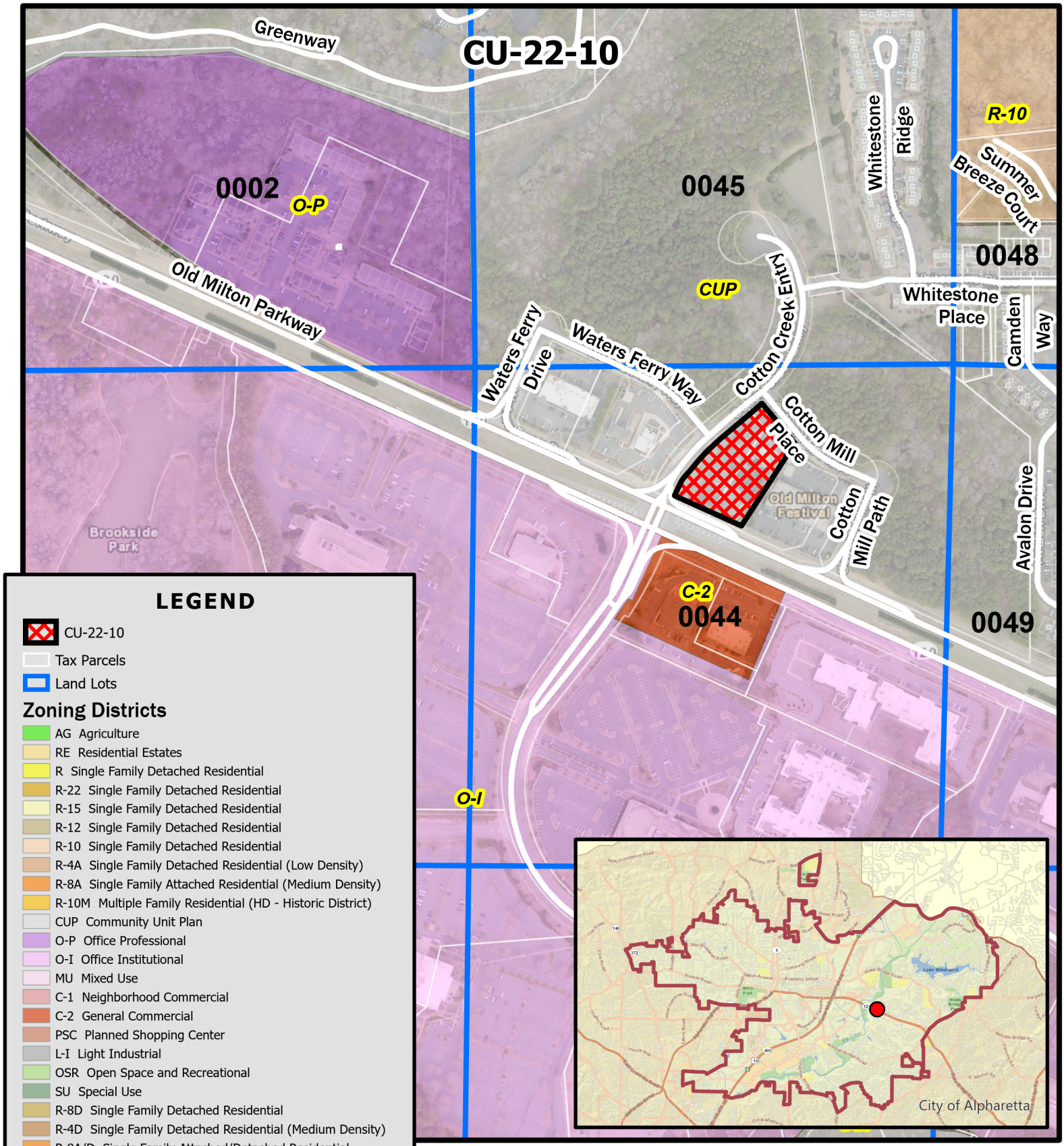


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

Aerial Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

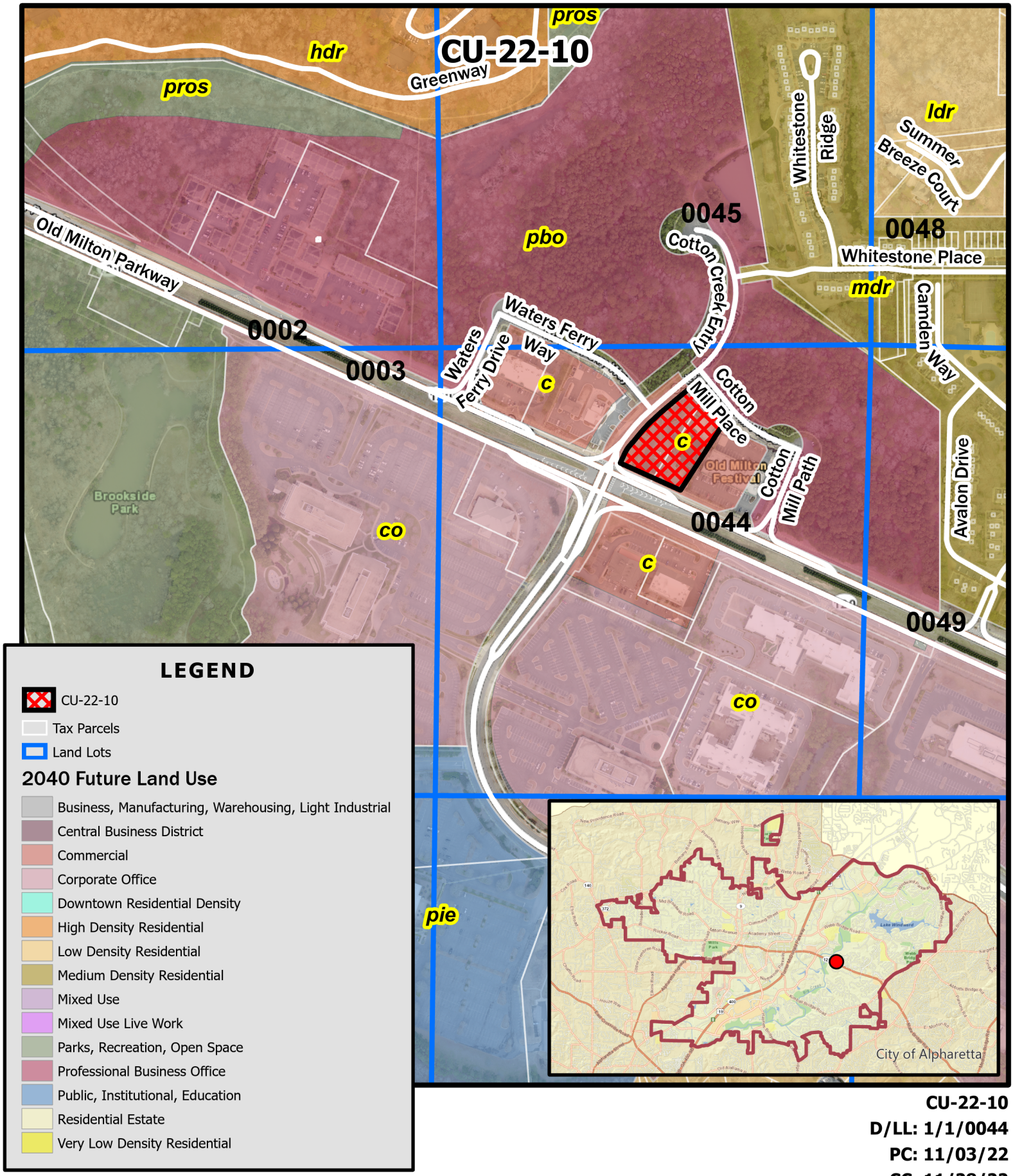


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

Zoning Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

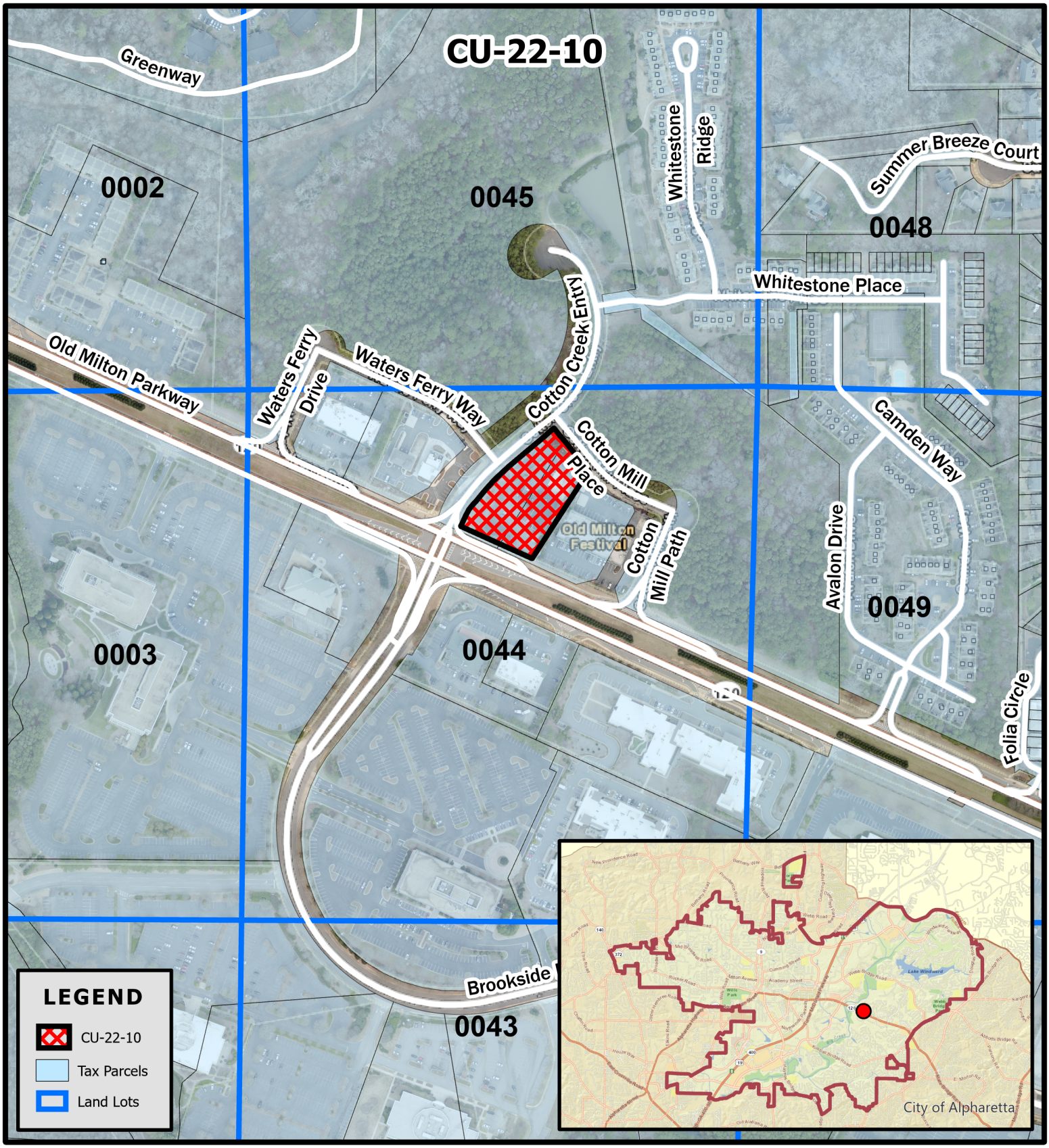


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22

THE CITY OF ALPHARETTA GEORGIA

Future Land Use Map
Foamworks
11725 Cotton Creek Entry

Location Map Provided by:
Community Development - GIS



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

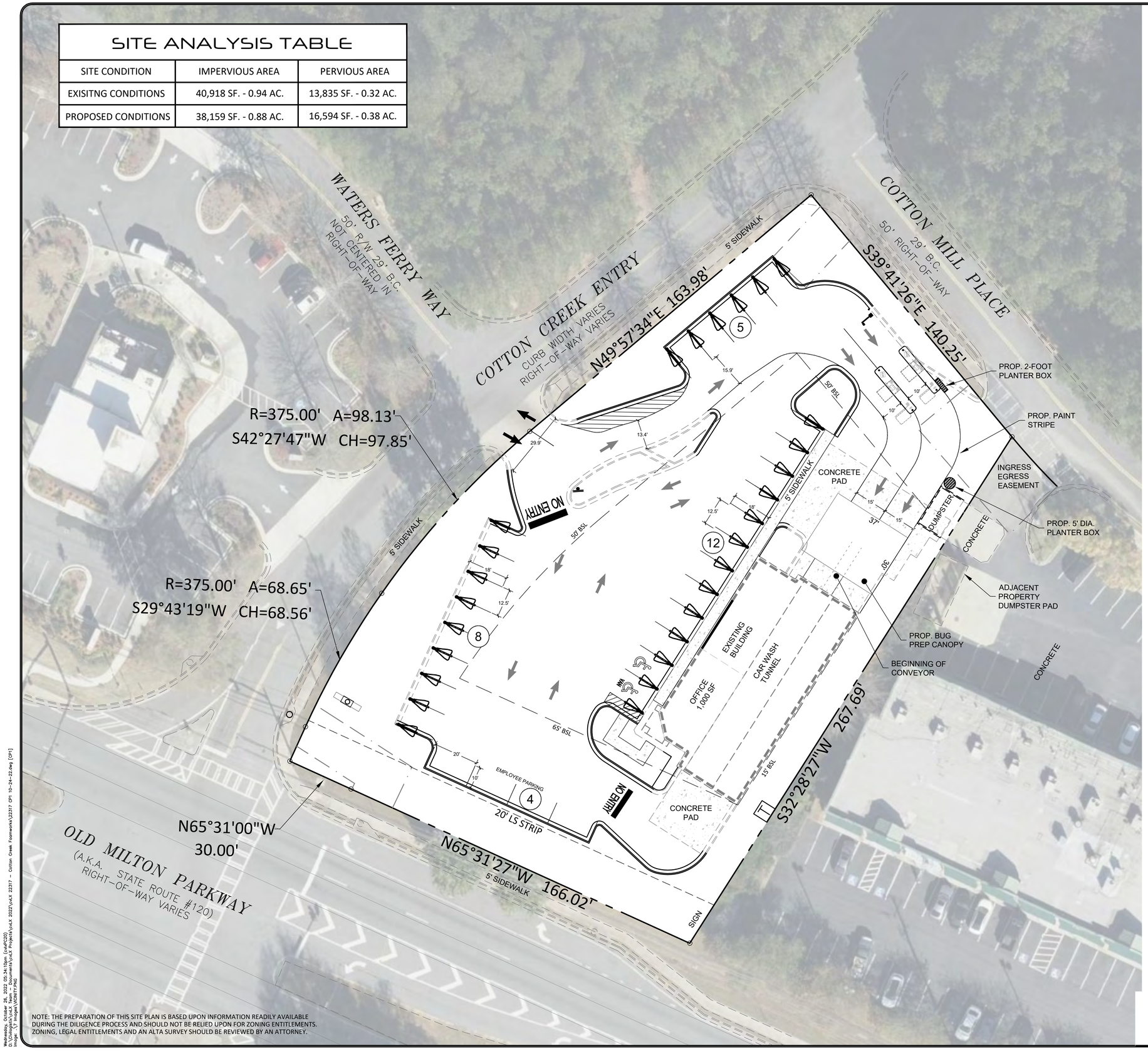
Location Map
Foamworks
11725 Cotton Creek Entry

THE CITY OF ALPHARETTA GEORGIA

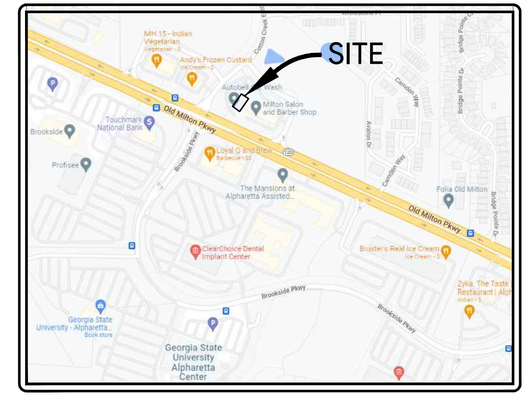
Location Map Provided by:
Community Development - GIS

SITE ANALYSIS TABLE

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



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



VICINITY MAP

N

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

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

N

SCALE: 1" = 20'

20 0 20 40 60 FEET

GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

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

PRELIMINARY SITE PLAN

COTTON CREEK FOAMWORKS
11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS
1 CITY COMMENTS 10-26-22

Exhibit A - Renderings

Exhibit A - Renderings

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

NO LOUD MUSIC

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

Community Zoning Information Meeting (CZIM) October 12, 2022

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

CU-22-10 / Foamworks 11725 Cotton Creek Entry

NAME	ADDRESS	COMMENTS
		No comments

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry

Contact Name: Manny Kaloyannides Telephone: 404.201.3620

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

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

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: /s/ Steven L. Jones Date: 10/13/2022

Print Form

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

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

UNITED STATES POSTAL SERVICE®
0000

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

BROOKSTONE FINANCE UNIT
SEP 16 2022
ACWORTH GA 30101

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

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

UNITED STATES POSTAL SERVICE®

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

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

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

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

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

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	Postmaster, per *(name of receiving employee)*		

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

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

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

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

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

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

September 1, 2022

VIA EMAIL AND FEDEX

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

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

Dear Mr. Woodman,

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

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

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

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

Please find enclosed the following:

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

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

Please contact me with any questions.

Sincerely,

Steven L. Jones

TAYLOR ENGLISH DUMA LLP

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

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

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

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

Contact Information:

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

Address: 1600 Parkwood Circle Suite: 200

City Atlanta State: GA Zip: 30339 Fax: 770.434.7376

Mobile Tel: 404.218.2756 Email: sjones@taylorenglish.com

Subject Property Information:

Address: 11725 Cotton Creek Entry Current Zoning: CUP

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

Proposed Zoning: CUP Current Use: Car Wash - Automatic

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

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

Applicant Request And Intent

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

Car Wash - Automatic.

Applicant's Request (Please itemize the proposal):

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

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

Operate a class-A automatic auto spa

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

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

Address: 361 Summit Boulevard Suite: 110

City Birmingham State: AL Zip: 35243 -

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

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

Address: 1600 Parkwood Circle, Suite 200 Suite:

City Atlanta State: GA Zip: 30339 -

So Sworn and Attested:

Owner Signature: RBZ Date: 8/31/2022

Notary:

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

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

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Foamworks Alpharetta, LLC

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 8/31/2022

Alpharetta Planning Commission Review Criteria

How will this proposal be compatible with surrounding properties?

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

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

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

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

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

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

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

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

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

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

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

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

N/A

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

Citizen Participation Form - Part A

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

Public Hearing or Project Name: _____

Contact Name: Manny Kaloyannides Telephone: 404.201.3620

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

CH RETAIL FUND II ATLANTA OLD MILTON FESTIVAL LLC

GOETHE JANET

PSC HOLDINGS ALPHARETTA LLC

LOYALTY OLD MILTON PROPERTY LLC

TOUCHMARK NATIONAL BANK

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)*

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

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

EXHIBIT 1
SITE PLAN

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

N

SCALE: 1" = 20'

20 0 20 40 60 FEET

GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

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

PRELIMINARY SITE PLAN

COTTON CREEK FOAMWORKS

11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS

Tuesday, August 23, 2022 01:00:22pm (civLX-10)
D:\Civilogistix\civLX Team - Documents\civLX Projects\civLX 2022\civLX 22317 - Cotton Creek Foamworks\22317 CP1 08-15-22.dwg [_CP1]
Image: 1.5" Image\ \UNREFPNG

TITLE EXCEPTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFECTS THE SUBJECT PROPERTY AS SHOWN IN APPROXIMATION HEREON.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

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

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

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

DOES NOT AFFECT THE SUBJECT PROPERTY.

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

AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

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

AFFECTS THE SUBJECT PROPERTY. CANNOT PLOT.

POSSIBLE ENCROACHMENTS

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

FROM ADJACENT PROPERTY ONTO SUBJECT PROPERTY:
NONE APPARENT

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

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

SURVEY LEGAL DESCRIPTION

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

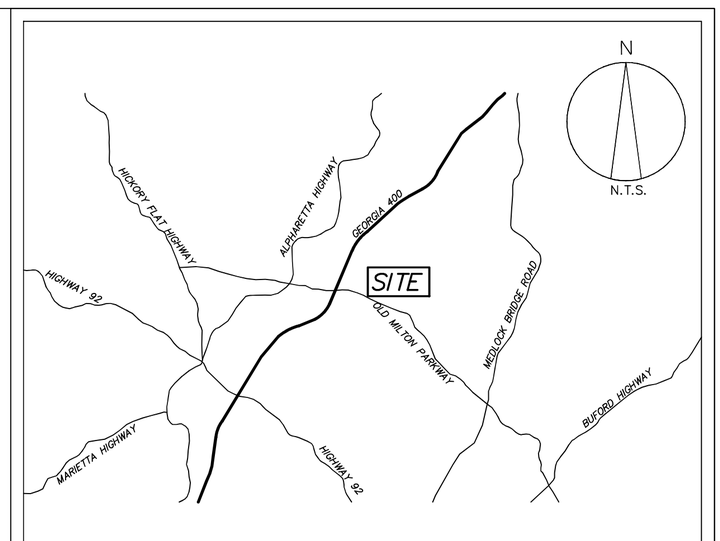
TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY (STATE ROUTE 120, R/W VARIES) WITH THE SOUTHEASTERLY RIGHT OF WAY OF COTTON CREEK ENTRY (R/W VARES); THENCE TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF OLD MILTON PARKWAY SOUTH 65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

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

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

RECORD LEGAL DESCRIPTION

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



VICINITY MAP

SURVEY NOTES

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

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

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

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

5. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DIMENSIONS.

SURVEY DATA

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

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

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

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

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

NOTES

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

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

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

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

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

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

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

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

ZONING NOTES

PROPERTY ZONING	CUP COMMUNITY UNIT PLAN

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

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

NO PARKING REQUIREMENTS GIVEN.

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

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

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

SURVEY CERTIFICATION

TO CGP ACQUISITION & DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY; ALPHARETTA (COTTON CREEK) CGB GA, LLC, A DELAWARE LIMITED LIABILITY COMPANY; BAKER, DONELSON, BEARMAN, CLADWELL & BERKOWITZ, PC; & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16 & 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03/07/2022. DATE OF PLAT 03/16/2022.

GEORGIA REGISTERED No. 3033 LAND SURVEYOR JAMES H. RADER

_____
JAMES H RADER GEORGIA RLS# 3033

LEGEND

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

0' 20' 40' 60'

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

FOAMWORKS ALPHARETTA

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

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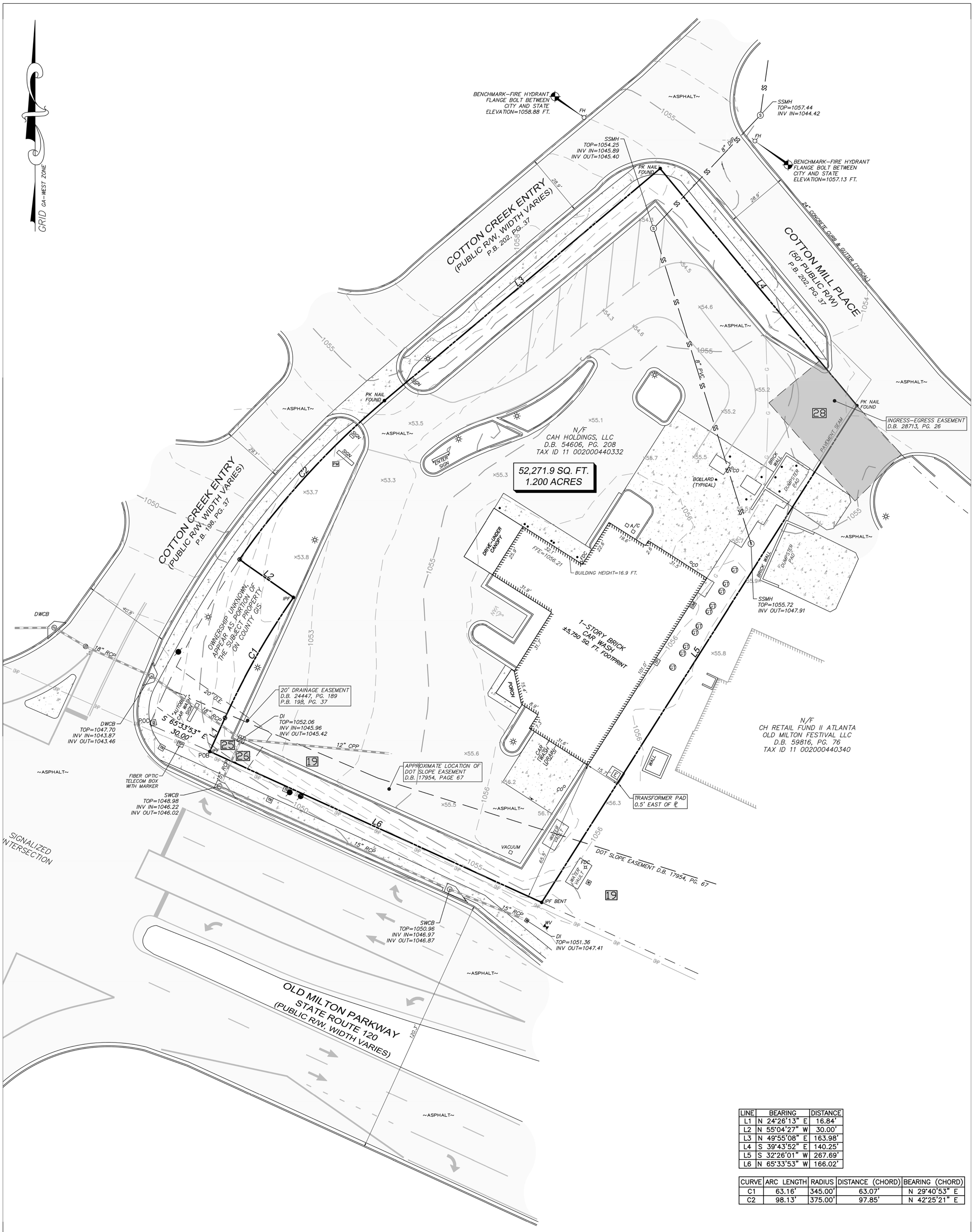
ALTA/NSPS LAND TITLE SURVEY

CGP ACQUISITION & DEVELOPMENT, LLC

CURRENT OWNER: ALPHARETTA COTTON CREEK CGB, LLC

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

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



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

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

LEGEND

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

0' 20' 40' 60'

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

GEORGIA REGISTERED No. 3033 LAND SURVEYOR JAMES H. RADER

FOAMWORKS ALPHARETTA

LANDPRO
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
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ALTA/NSPS LAND TITLE SURVEY

CGP ACQUISITION & DEVELOPMENT, LLC

CURRENT OWNER: ALPHARETTA COTTON CREEK CGB, LLC

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

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

EXHIBIT 2
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Legal Description

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

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

Tax ID: 11 002000440332

EXHIBIT 3
EVIDENCE OF PAID PROPERTY TAXES

DETAILED TAX SUMMARY

City of Alpharetta

TAX YEAR: 2021

Owner Name
CAH HOLDINGS LLC

Parcel Identification
11 -0020-0044-033-2

Account Number
5714136

Property Location
11725 COTTON CREEK

Tax District
10 - ALPHARETTA

Fair Market Value
1,459,100

Assessed Value
583,640

Temporary Assessment
Not Found

City Exemption:
County Exemption:

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

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

Return to Tax Bill |

Alpharetta GEORGIA • USA

Real Estate
All Bills

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

Real Estate

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

EXHIBIT 4
EVIDENCE OF NO OUTSTANDING CODE VIOLATIONS

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

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

EXHIBIT 5
TRIP GENERATION REPORT

A&R Engineering, Inc.

GEORGIA REGISTERED NO. 22518 PROFESSIONAL ENGINEER ABDUL KAREEM AMER

Memorandum

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

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

Figure 1: Existing Car Wash

Figure 2: Proposed Car Wash

METHODOLOGY

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

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

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

TRIP GENERATION

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

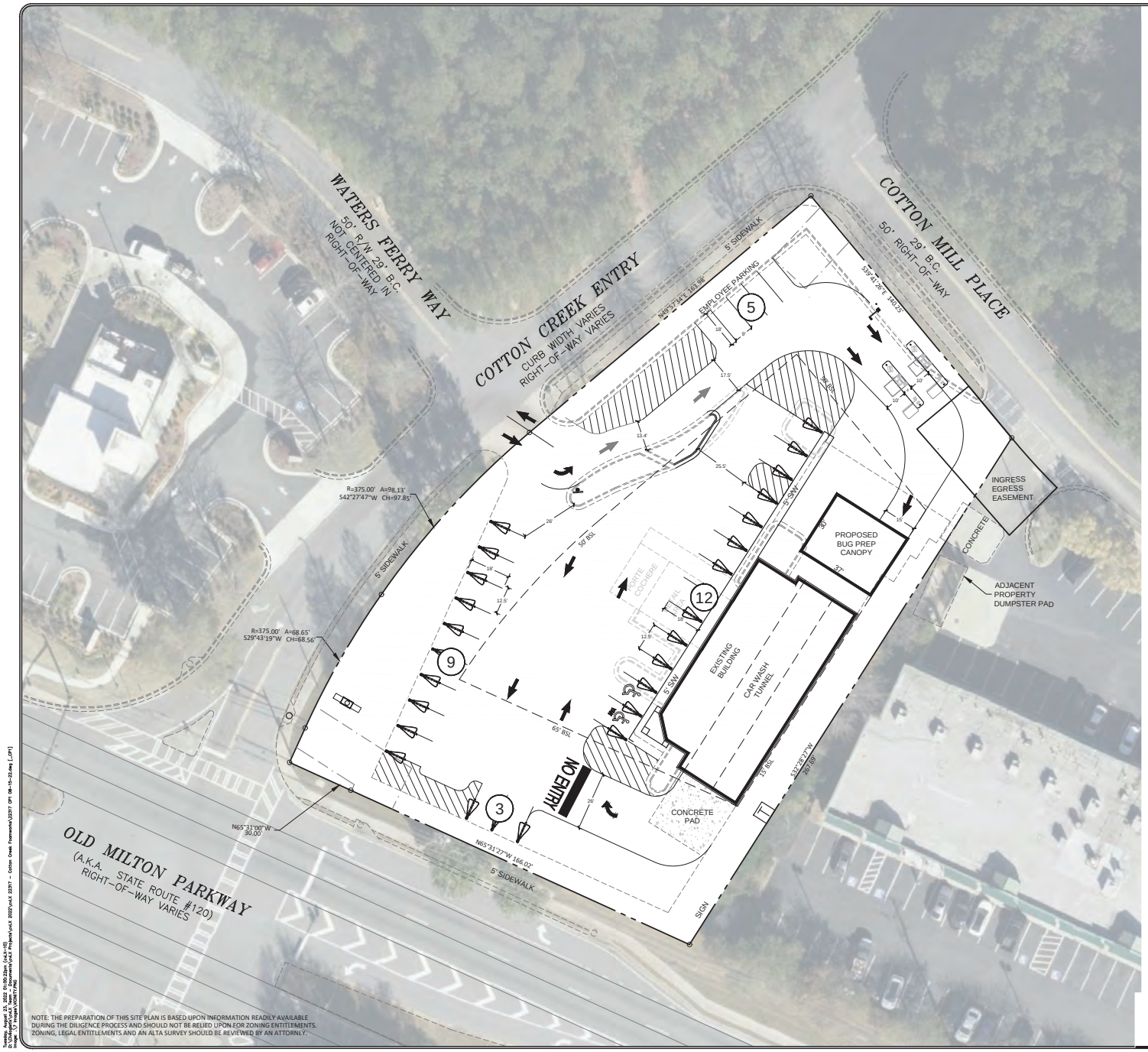
Table 1 – Trip Generation for Current and Proposed Development

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

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

CONCLUSION

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



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

SCALE: 1" = 20'

20 0 20 40 60 FEET

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GSWCC LEVEL II DESIGN
PROF. CERT#0000003430

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

PRELIMINARY SITE PLAN
COTTON CREEK FOAMWORKS
11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS

Tuesday, August 23, 2022 01:00:22pm (v4.4~10)
Layout: CP1 Model: 22317 - Cotton Creek Foamworks
Login: CP Project: C:\Projects\Civil3 2022\civil3 2022\civil3 22317 - Cotton Creek Foamworks\Civil3 Projects\civil3 2022\civil3 22317 - Cotton Creek Foamworks.dwg [_CP1]

EXHIBIT 6
TREE SURVEY AND ARBORIST PLAN

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

taylor | english

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

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

November 28, 2022

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

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

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

Dear Mayor and Council:

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

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

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

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

Sincerely,

Steven L. Jones

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

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CONSTITUTIONAL OBJECTION

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

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

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

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

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

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others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

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

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

Respectfully submitted this 28th day of November 2022.

TAYLOR ENGLISH DUMA LLP
Counsel for the Applicant

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted this 28th day of November 2022.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant

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

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

CITY COUNCIL MEETING
STAFF REPORT

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

I. AGENDA ITEM TITLE: PH-23-03 THE GATHERING CHANGE OF CONDITIONS

CITY COUNCIL: FEBRUARY 20, 2023

II. RECOMMENDATION:

Approve PH-23-03 The Gathering Change of Conditions, subject to the following conditions (changes shown in Red underline):

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan V-18 prepared by ADG, dated 12/2022 and plan ZP-2 prepared by Kimley-Horn, dated 12/16/2022, except for changes required to comply with the conditions below. The parking deck, as shown in V-18 of the site plan produced by ADG on 12/2022, shall not exceed 4 levels and shall include landscape screening and green screens and/or architectural panels, as depicted in Exhibit A, to obscure the view of the parking deck from Haynes Bridge Road, with final approval by DRB.

2. Maximum residential density shall be limited to no more than 7.23 dwelling units per acre.

4. Development regulations shall be as follows:

    a. 39 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of 3-stories or 40'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.

    b. Retail/Restaurant/Office – Maximum 50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be 2 stories or 24' with a maximum height of 3 stories, except Bldg. F near the dog park, which shall be permitted to be single-story. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be at least 2 stories and shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

10. All new internal streets shall be public, maintained in compliance with Private Development Agreement recorded in Fulton County records, Book 66332, Page 62, and in accordance with Fulton County Board of Commissioners final action #22-0903, approved at the Fulton County Board of Commissioners meeting on 12-7-2022. Street 'A' shall have a minimum 6' planter planted with street trees, 6' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Street 'B' shall have a minimum 6' planter planted with street trees, 8' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Residential streets, not including alleys, shall have a minimum 4' planter planted with street trees, 5' concrete sidewalk, and 10' landscape strip/building setback. One-way residential street pavement width shall be a minimum 20' wide for Fire access and the planter and sidewalk shall be required on only 1 side of the street.

III. REPORT IN BRIEF:

The applicant, Brock Built Homes, LLC, is requesting changes to previous conditions of zoning related to The Gathering mixed-use development which is currently approved for 35 'For-Sale' detached homes, 140 'For-Sale' townhomes and 41,800 square feet of retail/restaurant use on 24.76 acres and located in the North Point Overlay. The following zoning condition changes are proposed: 1) add four (4) 'For-Sale' single-family detached lots, 2) change parking deck to 4 levels, 3) revise commercial layout, 4) increase allowable commercial area from 41,800 square feet to 50,000 square feet, and 5) allow one (1) commercial building to be one (1) story. The subject property is located at the northwest corner of Haynes Bridge Road and Morrison Parkway.

DISCUSSION

The submitted request, if approved, would allow for changes to conditions of zoning related to The Gathering mixed-use development which is currently approved for 35 'For-Sale' detached homes, 140 'For-Sale' townhomes and 41,800 square feet of retail/restaurant use on 24.76 acres and located in the North Point Overlay. The following zoning condition changes are proposed: 1) add four (4) 'For-Sale' single-family detached lots, 2) change parking deck to 4 levels, 3) revise commercial layout, 4) increase allowable commercial area from 41,800 square feet to 50,000 square feet, and 5) allow one (1) commercial building to be one (1) story. The subject property is located at the northwest corner of Haynes Bridge Road and Morrison Parkway.

The undeveloped property was rezoned in 2021 to MU (Mixed Use). Prior to the rezoning, the previous property owner cleared the property in conjunction with a timber harvesting permit. Surrounding properties are zoned O-I (Office-Institutional), except that the property to the northwest is zoned R-10M (Dwelling, 'For-Sale' or 'For-Rent', Residential). The property is bound by Morrison Parkway to the south, FedEx to the west, Vantage Point to the northwest, and Haynes Bridge Road to the east. Northwinds and 360 Tech Village (TPA) Master Plans are located to the east and south, respectively. The comprehensive land use plan designation of the property is 'Mixed Use'.

The applicant requests the following changes to the conditions of zoning related to file #Z-21-05/V-21-13 Morrison Park/The Mix:

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan ~~V-13~~ V-18 prepared by ADG, dated ~~5/2021~~ 12/2022 and plan ~~ZP-1a~~ ZP-2 prepared by Kimley-Horn, dated ~~7/16/21~~ 12/12/2022, except for changes required to comply with the conditions below. ~~However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.~~ The parking deck, as shown in V-18 of the site plan produced by ADG on 12/2022, shall not exceed 4 stories and shall include landscape screening to obscure the view of the parking deck from Haynes Bridge Road, as approved by DRB.
2. Maximum residential density shall be limited to no more than ~~7.07~~ 7.23 dwelling units per acre.
4. Development regulations shall be as follows:
    a. ~~35~~ 39 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of 3-stories or 40'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.
    b. Retail/Restaurant/Office – Maximum ~~41,800~~ 50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be 2 stories or 24' with a maximum height of 3 stories, except Bldg. F near the dog park, which shall be permitted to be single-story. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be at least 2 stories and shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No

drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

10. All new internal streets shall be ~~private~~ public, maintained in compliance with Private Development Agreement recorded in Fulton County records, Book 66332, Page 62, and in accordance with Fulton County Board of Commissioners final action #22-0903, approved at the Fulton County Board of Commissioners meeting on 12-7-2022. Street 'A' shall have a minimum 6' planter planted with street trees, 6' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Street 'B' shall have a minimum 6' planter planted with street trees, 8' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Residential streets, not including alleys, shall have a minimum 4' planter planted with street trees, 5' concrete sidewalk, and 10' landscape strip/building setback. One-way residential street pavement width shall be a minimum 20' wide for Fire access and the planter and sidewalk shall be required on only 1 side of the street.

SITE PLAN

The applicant's updated site plan is generally the same as previously approved, with small adjustments in the commercial village at the corner of Haynes Bridge Road and Morrison Parkway, as well as the addition of four (4) single-family detached lots near the detention pond along Morrison Parkway. The additional residential lots would increase the residential density from 7.07 to 7.23 dwelling units per acre.

2021 Approved Site Plan – Residential

New Site Plan – Residential

The commercial village includes six (6) buildings, of which Building F is proposed to be one (1) story and the remaining commercial buildings are two (2) stories with rooftop patio options. The previously approved below grade parking deck is now proposed to be a four (4) level parking deck at the project entrance off Haynes Bridge Road. The deck will appear as three (3) levels from Haynes Bridge Road, with one level below grade. Significant landscape screening (plantings and green screens) is depicted obscuring the deck from the street. Surface parking has been reduced in the commercial village and replaced with additional open space consisting of an event lawn, plazas, walkways, a linear park and various lawns.

2021 Approved Site Plan – Commercial Village

New Site Plan – Commercial Village

The commercial village will be served by 69 surface parking spaces and a 331-space, four (4) level parking deck. While the applicant is planning for both retail and restaurant uses in the commercial village, parking has been allocated based on the City's parking rate for restaurant (1 space/100 square feet) which is the higher of the two (2) parking rates. Since the property is located in the North Point Overlay, a 20% reduction in parking is required. Therefore, 400 parking spaces are required for the 50,000 square foot of retail and restaurant uses. Additional on-street parking is provided throughout the mixed-use development.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for changes to previous conditions of zoning. The request would result in a better site layout, including more open space, less surface parking, and additional commercial area to support surrounding office parks and future residential. If approved, conditions are recommended requiring a combination of landscaping and green screens to obscure the parking deck from Haynes Bridge Road.

CITIZEN PARTICIPATION PLAN

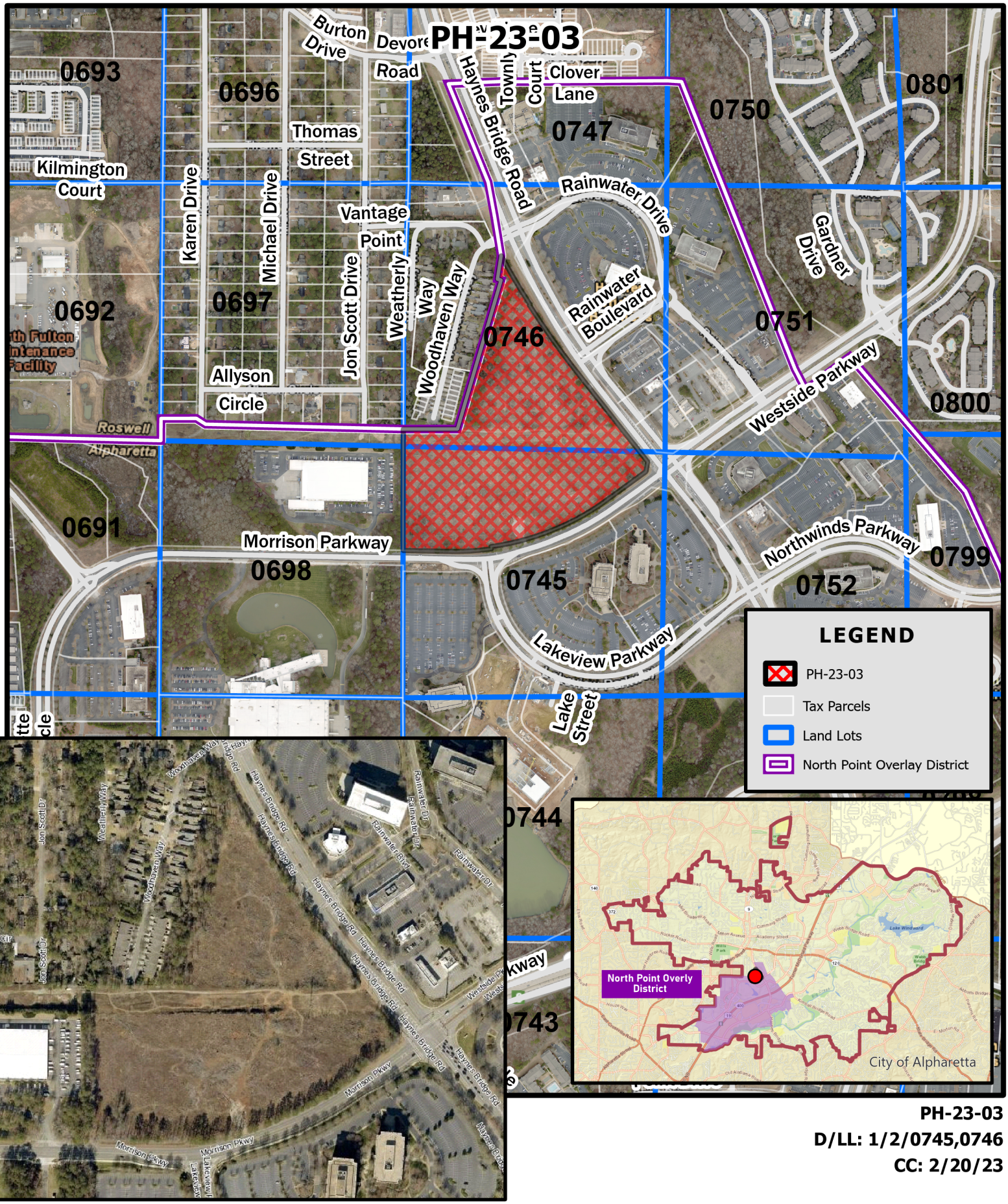
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that following a request from the Vantage Point HOA, the applicant held a teleconference call to discuss the project further. The neighbors were supportive of the development and had no concerns with the proposed request.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on January 11, 2023. Two (2) members of the public signed in, with one (1) voicing support for the proposal.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Exhibit A - Renderings
- CZIM Sign-In Sheet
- Citizen Part B
- Application

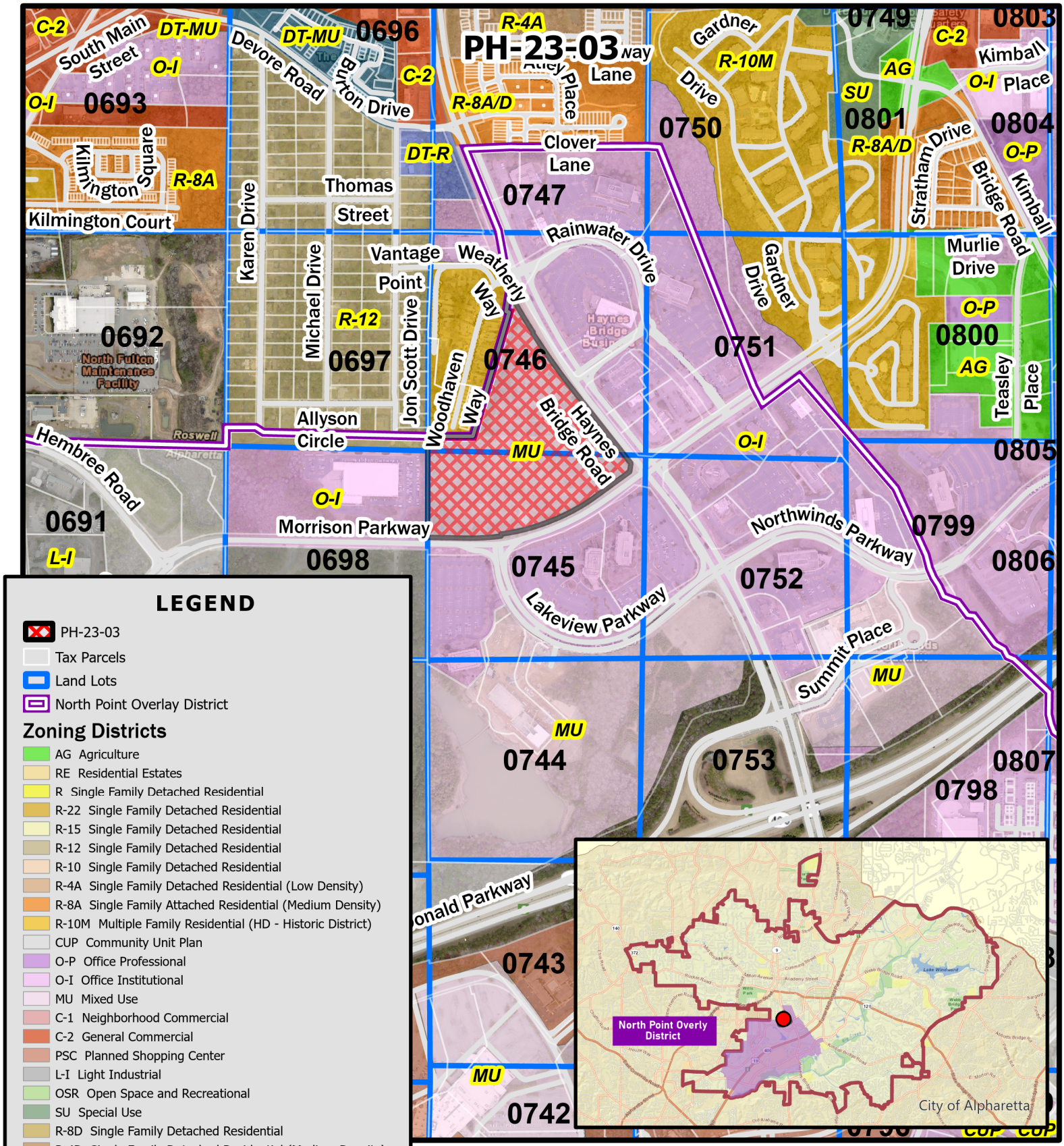


PH-23-03
D/LL: 1/2/0745,0746
CC: 2/20/23

THE CITY OF ALPHARETTA GEORGIA

Aerial Map
The Gathering
11500 Haynes Bridge Road

Location Map Provided by:
Community Development - GIS



LEGEND

- PH-23-03
- Tax Parcels
- Land Lots
- North Point Overlay District

Zoning Districts

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

PH-23-03
D/LL: 1/2/0745,0746
CC: 2/20/23

THE CITY OF ALPHARETTA GEORGIA

Zoning Map
The Gathering
11500 Haynes Bridge Road

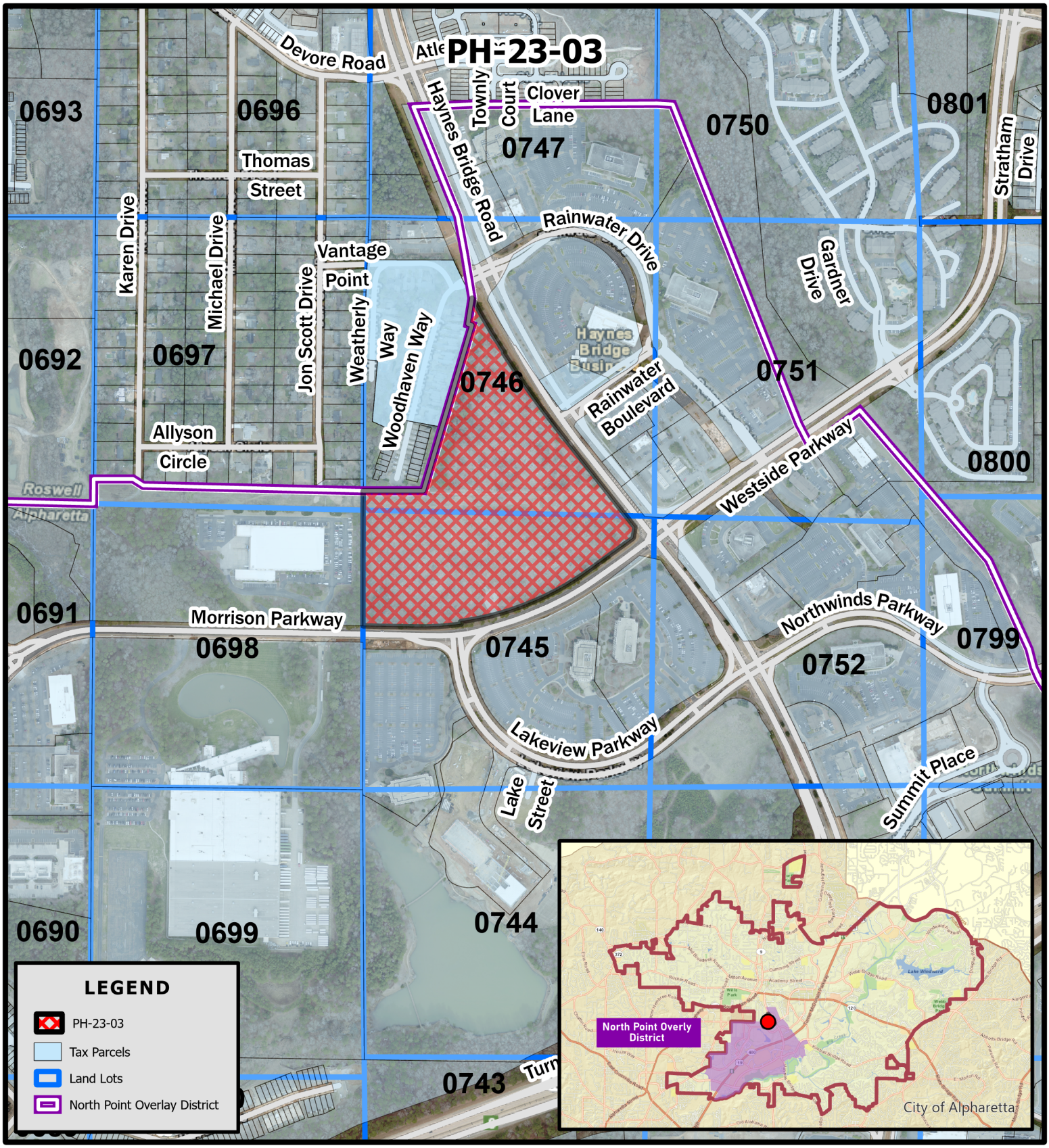
Location Map Provided by:
Community Development - GIS

PH-23-03
D/LL: 1/2/0745,0746
CC: 2/20/23

THE CITY OF ALPHARETTA GEORGIA

Future Land Use Map
The Gathering
11500 Haynes Bridge Road

Location Map Provided by:
Community Development - GIS



PH-23-03
D/LL: 1/2/0745,0746
CC: 2/20/23

Location Map
The Gathering
11500 Haynes Bridge Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

Exhibit A - Renderings

Green Screen Option

Exhibit A - Renderings

Architectural Panel Option

Exhibit A - Renderings

Architectural Panel Option (Interior to Site)

Community Zoning Information Meeting (CZIM) **January 11, 2023**

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

PH-23-03 / The Gathering Change of Conditions

NAME	ADDRESS	COMMENTS
STEVEN WARDRUP	9560 OLD PRESERVE TRAIL BALL GROUND GA 30107	
Anne Cintron	146 Weybridge Ct Alpharetta	Sounds interesting!

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: # PH-23-03 Brock Built

Contact Name: Parks F. Huff Telephone: (770) 422-7016

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

The Applicant sent a letter to the surrounding property owners with the site plan enclosed on January 17, 2023 (proof of mailing attached). I received an e-mail from the Vantage Point HOA president with questions about the change. We arranged a Zoom meeting on January 31, 2023, where the Applicant shared the details of the plan. The neighbors are supportive of the development and had no concerns about the proposed changes.

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: Parks F. Huff Date: _____

Print Form

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
Sams, Larkin & Huff, LLP 376 Powder Springs Street Suite 100 Marietta, GA 30064	80	80	
	Postmaster, per *(name of receiving employee)* GRESHAM ROAD BRANCH JAN 17 2023 MARIETTA, GA		GRESHAM ROAD BRANCH JAN 17 2023 MARIETTA, GA 30062 stamps $140.00 US POSTAGE FIRST-CLASS 062S0001443264 30064

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. Please See Attached List					
2.					
3.					
4.					
5.					
6.					

PS Form **3665**, January 2017 (Page 1 of 4) PSN 7530-17-000-5549

See Reverse for Instructions

Brock Built - Alpharetta

Mailing List - Page 2 of 4

1	11556 RAINWATER DRIVE LLC	820 W WESLEY RD	ATLANTA GA 30327
2	520 JSD LLC	407 ALLYSON CIR	ALPHARETTA GA 30009
3	AMERICAN HONDA MOTOR CO INC	1919 TORRANCE BLVD	TORRANCE CA 90501-2722
4	AVREN DOUGLAS & AVREN LINDA	5015 ARBOR VW	ALPHARETTA GA 30004-1684
5	B&O (140) LLC	812 HILLARY ST	NEW ORLEANS LA 70118
6	BALCH MARY L	154 WEATHERLY WAY	ALPHARETTA GA 30004-2142
7	BANK OF NORTH GEORGIA	P.O. BOX 2026	ROSWELL GA 30077
8	BANKS KHIA C	149 WOODHAVEN WAY	ALPHARETTA GA 30004
9	BANKS RICKEY E	134 WEATHERLY WAY UNIT 134	ALPHARETTA GA 30009
10	BISPO JOSE M	139 WOODHAVEN WAY	ALPHARETTA GA 30004
11	BLALOCK KATHY ELAINE & NORMAN	66 KATYDID LANE	DAWSONVILLE GA 30534
12	BOURNE BETTY L	517 JON SCOTT DR	ALPHARETTA GA 30009
13	BREHM JOANNE	1350 PACES FORREST DR NW	ATLANTA GA 30327
14	BRITT GREGORY C & HALSTEAD MEGHAN D	160 WOODHAVEN WAY	ALPHARETTA GA 30009
15	BUIJJI 2550 LLC	5755 N POINT PKWY STE 85	ALPHARETTA GA 30022
16	CAZAYOUX STEPHEN	104 WEATHERLY WAY	ALPHARETTA GA 30009
17	CONTANT NICOLE	135 WOODHAVEN WAY	ALPHARETTA GA 30004
18	COOK OUT ALPHARETTA INC	15 LAURA LANE STE 300	THOMASVILLE NC 27360
19	COOK OUT ALPHARETTA INC	PO BOX 698	THOMASVILLE NC 27361
20	DEEMER RONALD	140 WOODHAVEN WAY	ALPHARETTA GA 30009
21	DELTA COMMUNITY CREDIT UNION	P.O. BOX 20541	ATLANTA GA 30320
22	DERENTHAL MARK & ANNA LISA	530 JON SCOTT DR	ALPHARETTA GA 30004
23	DOLGOPYAT ILYA & DOLGOPYAT SVETLANA	154 WOODHAVEN WAY	ALPHARETTA GA 30009
24	ELEY MILTON W	1171 CROFTON LNDG	SUWANEE GA 30024
25	ENCLAVE AT VANTAGE POINT CONDOMINIUM ASSC	1129 BLACKSHEAR DR	DECATUR GA 30033
26	ESFANDIARI SAED	427 ALLYSON CIR	ALPHARETTA GA 30009
27	EYRE GORDON D	144 WOODHAVEN WAY	ALPHARETTA GA 30009
28	F7 NWO LLC	3455 PEACHTREE RD NE STE 650	ATLANTA GA 30326
29	F7 NWRET LLC	3455 PEACHTREE RD NE STE 650	ATLANTA GA 30326
30	FALCO ANNETTE E	497 JON SCOTT DR	ALPHARETTA GA 30004-2111
31	FAMILY TRUST OF ELANA DIMANT HORWITZ	725 CRAB ORCHARD DR	ROSWELL GA 30076-2357
32	FELIX ALEJANDRA	144 WEATHERLY WAY	ALPHARETTA GA 30009
33	FREDERICKS KRIS DORIAN	100 WEATHERLY WAY	ALPHARETTA GA 30009
34	GOLD SANDRA S	165 WOODHAVEN WAY	ALPHARETTA GA 30009

35	GORDON EARTHA M & MORRIS R	134 WOODHAVEN WAY	ALPHARETTA GA 30004
36	HALL PATRICK & AMANDA	470 JON SCOTT DR	ALPHARETTA GA 30009
37	HASIJA SHIKHAR & TANDON MALIKA	200 WOODHAVEN WAY UNIT 200	ALPHARETTA GA 30009
38	HAVERDINK STEVEN JOHN & HANNAH CHRISTINE	407 ALLYSON CIR	ALPHARETTA GA 30009
39	HAYNES BRIDGE LLC	1064 EIGHTY FIFTH ST	BROOKLYN NY 11228
40	HERNANDEZ PEDRO	125 WOODHAVEN WAY	ALPHARETTA GA 30004
41	HUYNH LAI	180 WOODHAVEN WAY	ALPHARETTA GA 30009
42	JOACHIM CARLINE	110 WOODHAVEN WAY	ALPHARETTA GA 30009
43	JON SCOTT LLC	5755 N POINT PKWY STE 213	ALPHARETTA GA 30022
44	KBS SOR GEORGIA 400 CENTER LLC	800 NEWPORT CENTER DR STE 700	NEWPORT BEACH CA 92660
45	KETTLES CAROL B	510 JON SCOTT DR	ALPHARETTA GA 30004-2125
46	LWV TPA GA 400 LLC	3350 RIVERWOOD PKWY STE 750	ATLANTA GA 30339
47	MARCUS BETTY S	150 WEATHERLY WAY	ALPHARETTA GA 30004
48	MARKUTEN DEVON RAE	120 WOODHAVEN WAY	ALPHARETTA GA 30009
49	MAYA PROPERTIES ALPHARETTA LLC	11681 HAYNES BRIDGE RD STE 200	ALPHARETTA GA 30009
50	MAYA PROPERTIES ALPHARETTA LLC	42912 BLUEHOUSE LN	ALPHARETTA GA 30022
51	MAYFLOWER PROPERTY 0915 LLC	1129 BLACKSHEAR DR	DECATUR GA 30033
52	MC GOWIN STEPHEN	500 JON SCOTT DR	ALPHARETTA GA 30009-2125
53	MC KENZIE MARK A	129 WOODHAVEN WAY	ALPHARETTA GA 30201
54	MOORE CAROLYN M	130 WEATHERLY WAY	ALPHARETTA GA 30009
55	MORRISON W LEE JR & ANNE R	186 15TH ST NE	ATLANTA GA 30309-3512
56	Owner	OwnerAddr1	OwnerAddr2
57	PARAMOUNT MEDICAL PROPERTIES LLC	1950 EVERGRACE DR	ALPHARETTA GA 30009
58	PEREIRA STACEY	7647 AVALON BLVD	ALPHARETTA GA 30009
59	PETTAS DENNIS & PETTAS JENNIFER	2450 CROSS SPRINGS DR	CUMMING GA 30041
60	REVOCABLE TR CREATED JACQUELINE KALLAS THE	124 WEATHERLY WAY	ALPHARETTA GA 30009
61	ROBERTS MARY B	124 WOODHAVEN WAY	ALPHARETTA GA 30009
62	RODNEY GLENN B	114 WEATHERLY WAY	ALPHARETTA GA 30009
63	RODRIGUEZ RICARDO	417 ALLYSON CIR	ALPHARETTA GA 30009
64	ROGERS SANDRA L	164 WOODHAVEN WAY	ALPHARETTA GA 30009
65	ROSARIO CHARLES L & PORTILLO GIOVANNA D	159 WOODHAVEN WAY APT 100	ALPHARETTA GA 30009-2147
66	S R PROPERTIES USA LLC	11425 HAYNES BRIDGE RD	ALPHARETTA GA 30009
67	SCHIMMEL THOMAS CHARLES & CARRIE LEIGH	115 WOODHAVEN WAY	ALPHARETTA GA 30009
68	SEALY ALPHARETTA L L C	333 TEXAS ST STE 1050	SHREVEPORT LA 71101

69	SHEIRAZ LLC	630 LONDONBERRY RD	ATLANTA GA 30327
70	SHELTON ERIK QUINN	100 WOODHAVEN WAY	ALPHARETTA GA 30009
71	SHOUP VICTOR NELSON	145 WOODHAVEN WAY	ALPHARETTA GA 30009
72	SIBANI MILAD	514 MICHAEL DR	ALPHARETTA GA 30009
73	SICCHITANO DAWN J	140 WEATHERLY WAY	ALPHARETTA GA 30009
74	SIMPKINS SHEILA MARIE M & DAVID CHARLES	120 WEATHERLY LN	ALPHARETTA GA 30004-2142
75	SMITH SHETETA	130 WOODHAVEN WAY	ALPHARETTA GA 30004
76	SPORLEDER AMY	169 WOODHAVEN WAY	ALPHARETTA GA 30009
77	STEVENS KENNETH & LAURA	150 WOODHAVEN WAY	ALPHARETTA GA 30009
78	TUELL SAMUEL EZEKIEL & WHITEN SHAYE M	110 WEATHERLY WAY	ALPHARETTA GA 30009
79	TURNWALD TIMOTHY J & TURNWALD JULIET J	155 WOODHAVEN WAY	ALPHARETTA GA 30009
80	ZUNIGA FELIPE & LEONILA FUENTES	450 JON SCOTT DR	ALPHARETTA GA 30004

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

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

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

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

Contact Information:

Contact Name: Matt Brock Telephone: 678-471-9835

Address: 280 Interstate North Circle Suite: 400

City Atlanta State: GA Zip: 30339 Fax:

Mobile Tel: 678-471-9835 Email: mattbrock@brockbuilt.com

Subject Property Information:

Address: 0 Haynes Bridge Rd. Alpharetta, GA 30009 Current Zoning: MU

District: 1 Section: 2 Land Lot: 745 & 746 Parcel ID: 12 271 007 450325

Proposed Zoning: N.A Current Use: Mixed-Use

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

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

Applicant Request And Intent

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

The proposed redline changes to the zoning conditions, as approved by City Council on 08/02/2021, are attached hereto as Exhibit "A," and are itemized with their correlating condition number below. In summary, the amendments are to allow the following: 1) the addition of four SFD lots (changes total yield from 7.07 to 7.23 upa), 2) change the parking deck to 4-stories to allow for ample parking for commercial uses, 3) revised commercial layout/approval of revised site plan to improve quality and experience of the space, 4) increasing allowable commercial square footage from 41,800 sq. ft. to 50,000, and 5) allowing one commercial building (BLDG F) to be 1-story due to its placement within the site.

Applicant's Request (Please itemize the proposal):

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan V-18 prepared by ADG, dated 12/2022 and plan ZP-2a prepared by Kimley-Horn, dated 12/13/2022, except for changes required to comply with the conditions below.The parking deck, as shown in V-18 of the site plan produced by ADG on 09/29/2022, shall not exceed 4 stories and shall include landscape or architectural screening to beautify or obscure the view of the parking deck from Haynes Bridge Rd., as approved by DRB.
2. Maximum residential density shall be limited to no more than 7.25 dwelling units per acre.
b. Retail/Restaurant/Office/Commercial Uses -Maximum 50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be 2 stories or 24' (including roof parapets walls or gable peaks) with a maximum height of 3 stories, excepting the BLDG F near the dog park, which shall be permitted to be a single-story. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the revised LDP including these proposed changes.

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

The revision to the commercial layout will facilitate a better user experience for all of those that visit The Gathering-- Alpharetta by adding a green space and stage that the commercial buildings will surround, It will also facilitate more desirable space for the commercial users that we have engaged with thus far. The space is now designed to reduce the interaction of pedestrians and vehicles. The allowance of up to 50,000 sq. ft of space will allow the commercial users to have the space they need, and the changes to the parking deck will facilitate an ample amount of parking, as required by both City ordinance and at the request of the commercial users. The four additional SFD lots are being added due to the space being available after the final design of the pond was complete reducing the pond size, the new lots will screen the pond from view when entering the property from Morrison Parkway, and will offer four more families the opportunity to buy a SFD home in the City limits of Alpharetta. Lastly, allowing building F to be a single-story building will allow it to be placed next to the dog park for a veterinary user, and the building as a standalone building in that location will feel more natural and architecturally appropriate as a a single-story.

2 PARKPLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

CITY COUNCIL
ACTION SUMMARY

City Council Date: 8/2/21
Public Hearing Item: Z-21-05 / V-21-13 Morrison Park / The Mix

Consideration of a rezoning and variance to allow a mixed-use development on 24.76 acres, consisting of 144 townhomes, 37 single-family detached lots and 41,900 square feet of retail/restaurant use. A rezoning is requested from 0-1 (Office-Institutional) to MU (Mixed Use). Variances are requested to reduce the minimum lot size in the MU district from 25 acres to 24.76 acres, to remove the minimum percentage of office in the MU district, and to vary streetscape regulations along Haynes Bridge Road, Morrison Parkway and new internal streets. The property is located at 11500 Haynes Bridge Road and is legally described as being located in Land Lots 745 & 746, **1st** District, 2nd Section, Fulton County, Georgia.

Motion: Council Member Burnett
Second: Council Member Merkel
Approved: 6-1; Council Member Hipes voting in opposition

Council Member Richard offered a motion to approve Z-21-05/V-21-13 The Mix/Morrison Park, subject to the following conditions:

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan V-13 prepared by ADG, dated 5/2021 andplan ZP-1a prepared by Kimley-Horn, dated 7 /16/21, except for changes 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. Maximum residential density shall be limited to no more than 7.07 dwelling units per acre.
3. 3. Architecture and materials shall comply with the North Point Overlay and Design Guidelines with non-residential buildings approved by DRB and 'For-Sale' residential approved by Staff. Mixed-use development shall have a cohesive look throughout.
4. 4. Development regulations shall be as follows:
    a. 35 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of 3-stories or 40'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.
    6. Retail/Restaurant/Office - Maximum 41,800 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be 2 stories or 24' with a maximum height of 3 stories. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be at least

2 stories and shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

5. Master Plan shall be limited to the following uses and further restricted by conditions of zoning:
    a. Office
    b. Retail
    c. Restaurant (no drive-thru)
    d. Residential ('For-Sale', no more than 10% rented)
6. Retail shall be limited to the following uses:
    a. Art Gallery
    b. Bakery
    c. Barber Shop
    d. Beauty Shop
    e. Book Store
    f. Brewery
    g. Drug Store
    h. Dry Cleaning Pick-up Station
    i. Fitness Studio
    j. Florist, Retail without Greenhouse
    k. Grocery Store
    l. Office Supply Store (not to exceed 3,000 SF)
    m. Package Shipping/Mailbox Store
    n. Pet Day Care
    o. Pet Grooming
    p. Print Shop
    q. Restaurant without drive-thru
    r. Retail Establishment
    s. Shop or Studio, Craftsman/Artist
7. Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
8. Haynes Bridge Road streetscape shall include a 6' planter planted with street trees, 8' concrete sidewalk, and 20' landscape strip/building setback. Staff may approve decorative hardscape encroachments into the required landscape strip and between a building and the sidewalk provided that the minimum required landscaping is met.

9. Morrison Parkway streetscape shall include a minimum 6' planter planted with street trees, 8' concrete sidewalk, and 20' landscape strip/building setback. Staff may approve decorative hardscape encroachments into the required landscape strip and between a building and the sidewalk provided that the minimum required landscaping is met.

10. All new internal streets shall be private. Street 'A' shall have a minimum 6' planter planted with street trees, 6' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Street 'B' shall have a minimum 6' planter planted with street trees, 8' concrete sidewalk, on-street parking as depicted on the site plan, and 10' landscape strip/building setback. Residential streets, not including alleys, shall have a minimum 4' planter planted with street trees, 5' concrete sidewalk, and 10' landscape strip/building setback. One-way residential street pavement width shall be a minimum 20' wide for Fire access and the planter and sidewalk shall be required on only 1 side of the street.

11. Landscape strips shall be exclusive of any utilities or easements, except that Staff may approve encroachments where the required landscape material can be met.

12. Landscaping areas shall not contain any parking, water detention area or buildings, or portion thereof, except that a detention pond or ponds may be located within the landscaping area if decorative and will provide an amenity.

13. Minimum perimeter setbacks/landscape strips shall be 10' on the side and rear property lines.

14. As agreed to by the developer, a screening buffer matching the Preliminary Buffer Sections plan prepared by ADG, dated May 2021 shall be provided adjacent to Vantage Point and shall be planted to buffer standards, with final approval by DRB. If requested by the Vantage Point HOA, the developer has agreed and shall construct a 6' privacy fence along the common property line with Vantage Point. Privacy fence shall begin at the first building in Vantage Point off Haynes Bridge Road and shall be screened from Haynes Bridge Road.

15. Raised crosswalks depicted within the development shall consist of a decorative hardscape surface, as approved by DRB.

16. Parking for residential uses shall be met within the residential areas of t e development.

17. Developer shall make a reasonable effort to save tree #2 125" Water Oak) recognizing the tree is in an area needed for stormwater detention. Specimen tree #54 (26" Water Oak) is at the intersection of Haynes Bridge and Morrison Pkwy and cannot be save because of conflicts with burying utilities. In lieu of tree saves, the applicant will install two oversized statement trees, minimum caliber of six inches, within the development. Specimen trees, tree groupings and trees of quality shall be given special consideration and every attempt to incorporate them into the site plan shall be made as stipulated in the Tree Protection Ordinance, as approved by Staff.

18. Minimum 2.49 acres of civic space and minimum 1.66 acres of amenity space shall be provided within the development, substantially as depicted on site plan ZP-1a prepared by Kimley-Horn, dated 7/16/21. North Point Overlay minimum open space and EcoDistrict requirements shall be met exclusive of one another.

19. Development shall achieve a minimum of 11 EcoDistrict points, with final approval by Staff. In determining EcoDistrict points, Staff shall consider that this is a large multi-use proposal, and some elements may not be able to be applied across all the uses or buildings.

20. Developer shall upgrade existing signalized intersections at the 2 project entrances, as approved by Staff.

Design Conditions:

21. Townhomes oriented to Haynes Bridge Road and Morrison Parkway shall have a front yard that is defined by a decorative low wall, hedge with decorative columns or decorative fence, which it outside of the required landscape strip, as approved by DRB.

22. Developer shall provide enhanced pedestrian crossings at the intersections of Haynes Bridge Road and Rainwater Boulevard and Haynes Bridge Road and Morrison Parkway. Pedestrian crossings shall be consistent with the North Point Creative Placemaking Plan, Rainwater and Haynes Bridge pedestrian crossing shall be twelve feet in width with final approval by Staff.

23. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and recreational facilities within the development. Pedestrian crossings throughout development shall be ramped and the surface materials shall be brick pavers, cobblestones or architecturally treated concrete products, as approved by DRB.

24. Detention facilities shall not be visible from the public right-of-way, except as a decorative water feature, as approved by Staff. Developer shall install a pond aerator and perimeter decorative landscaping, as approved by Staff.

25. Developer shall provide at least 2 original sculptures, murals or North Point District Thresholds located at prominent locations within the development, with final approval by the Cultural Arts Commission. Construction of **1** sculpture, mural or District Threshold shall be required concurrent with the first CO and all sculptures, murals or District Threshold shall be completed prior to final CO. An art installation shall be provided at the location depicted on the site plan, with final approval by the Cultural Arts Commission. The budget for the described sculptures and artwork shall not exceed $100,000.

26. Community Statements (entrance monuments) shall be designed with Corten steel or a material consistent with the North Point EcoDistrict, as approved by Staff.

27. Corner of Haynes Bridge Road and Morrison Parkway shall be designed with a minimum 5,000 square foot open space and shall incorporate a decorative low wall, hardscape, landscape, and location for a water feature, sculpture, or focal point feature, as approved by DRB. Water feature, sculpture or focal point feature shall be approved by the Cultural Arts Commission.

28. Project entrances off Morrison Parkway and Haynes Bridge Road shall be designed with a minimum 2,500 square foot open space and shall incorporate a decorative low wall, hardscape, landscape, and water feature, sculpture, or focal point feature, as approved by DRB.

29. Provide detailed street planting for Haynes Bridge Road, Morrison Parkway, and new private streets. Landscape plan for commercial areas shall be approved by DRB and for residential areas shall be approved by DRB prior to submission of an LDP.

30. Developer shall dedicate a 20' permanent easement to the City and construct a 12' concrete, accessible multi-use trail (Alpha Loop) as depicted on site plan V-13 prepared by ADG, dated 5/2021 andsite pion ZP-1a prepared by Kimley-Horn, dated 7/16/21, with final alignment, design and materials approved by Staff. The Alpha Loop shall be completed by the developer in stages based upon the completion and CO of homes adjacent to the Alpha Loop. The trail shall be completed no later than three (3) years after the issuance of the LDP. Alpha Loop shall include seating/gathering areas, lighting (pedestrian and bollards), landscape, hardscape and amenities depicted on the site plans referenced above. Trail entrance gateways/arches shall be provided on Morrison Parkway and Haynes Bridge Road. Developer shall promote the use of the Alpha Loop by providing shared parking for the public. Bike share station and wayfinding signage shall be provided at key location(s) along the Alpha Loop, as approved by Staff.

Developer shall construct Alpha Loop convenience pavilion and the HOA shall be responsible for maintenance.

31. Retaining walls shall receive architectural fac;:ade treatment or be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced.

32. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks, and other street furniture, where appropriate, throughout the development. The public shall be permitted to park in commercial parking spaces on evenings and weekends for Alpha Loop users. Bicycle facilities shall be provided throughout the development including a bicycle rental station.

33. Prior to LDP, the applicant shall submit for approval a document to be entitled 'Morrison Property Design Standards'. This document shall include elevations or architectural themes of buildings, specifications for street furniture including benches, trash receptacles, lighting, fountains, bicycle racks, bus shelter, signage landscaping themes and focal point features and shall be substantially similar to the submitted renderings, as amended. Design standards will be presented to Staff and the DRB for review and approval. This document shall address entrance treatment details for the Haynes Bridge Road and Morrison Parkway entrances.

34. Surface parking, not including on-street parking, shall be screened from the public right-of-way in compliance with the UDC. A decorative, low wall and/or landscaped berm shall be located along Haynes Bridge Road and Morrison Parkway where necessary to obscure views of parking.

35. Buildings along Haynes Bridge Road and Morrison Parkway shall face those streets or appear to face those streets. Backside of buildings or 'back of house' functions (such as loading or dumpster area) shall not be visible from the street. Parapet walls shall be used, as needed, to screen rooftop mechanical equipment and views.

36. Prior to the first LDP, applicant shall submit a revised master plan for the entire parcel to the City, which shall incorporate the approved conditions, as well as the following:

    a. Approved specifications and standards identified for each use within the total development.

    b. Pedestrian network.

    c. Overall planned open space areas

37. Every plan submitted for an LDP shall include an on-going density and acreage tabulation.

38. Alcohol license distance requirements from residential development shall be waived.

39. Rooftop signs shall be permitted within the development, with final approval by DRB.

40. All site plans and civil design plans hereafter submitted to the City of Alpharetta shall state as the first note: "This plan reflects conditions stipulated through public hearing regarding case Z-2 I-05/V2 I-I 3 The Mix/Morrison Park".

41. The developer shall shield the ac units behind the townhomes using a combination of fencing and landscaping as shown in Exhibit "A" and Staff Exhibit **"A".**

    - The motion received a second from Council Member Binder with the following friendly amendments:

        - Condition #30, changing the following sentence: "The trail shall be completed no later than two (2) years after the issuance of the LDP and construction shall be completed prior to the 50th CO."

- Condition #39 shall be replaced with "development sign package shall be submitted with final approval by DRB."

- The friendly amendments were accepted by Council Member Richard.

Council Member Burnett offered a substitute motion to approve Z-21-05/V-21-13 The Mix/Morrison Park with the conditions as read by Council Member Richard and Council Member Binder with the following exception:

- Condition #30, changing the following sentence: "The trail shall be completed no later than three (3) years after the issuance of the LDP."

- The motion received a second from Council Member Merkel.

Council Member Binder offered a motion to table this item.

- The motion received a second from Council Member Richard.
- The motion did not pass (5-2); Council Member Richard and Council Member Binder voting in favor; Mayor Gilvin, Council Member Merkel, Council Member Burnett, Mayor Pro Tem Mitchell, and Council Member Hipes voting in opposition.

- The motion reverts to the substitute motion offered by Council Member Burnett and seconded by Council Member Merkel.
- The motion was approved (6-1); Council Member Hipes voting in opposition.

Final Conditions:

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan V-17~~3~~ prepared by ADG, dated 12/2022 ~~5/2021~~ and plan ~~ZP-1a~~ZP-2a prepared by Kimley-Horn, dated 12/12/2022 ~~7/16/21~~, except for changes required to comply with the conditions below. ~~However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.~~ The parking deck, as shown in V-18 of the site plan produced by ADG on 12/13/2022, shall not exceed 4 stories and shall include landscape screening to obscure the view of the parking deck from Haynes Bridge Rd., as approved by DRB.
2. Maximum residential density shall be limited to no more than 7.23 ~~7.07~~ dwelling units per acre.
3. 3. Architecture and materials shall comply with the North Point Overlay and Design Guidelines with non-residential buildings approved by DRB and 'For-Sale' residential approved by Staff. Mixed-use development shall have a cohesive look throughout.
4. 4. Development regulations shall be as follows:
   a. 39~~5~~ 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of 3-stories or 40'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.
   b. Retail/Restaurant/Office -Maximum ~~41,800~~50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be 2 stories or 24' with a maximum height of 3 stories, excepting the BLDG F near the dog park, which shall be permitted to be a single-story. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be at least 2 stories and shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: BB Morrison Park LLC (Matt Brock) Telephone: 678-471-9835

Address: 280 Interstate North Circle Suite: 400

City Atlanta State: GA Zip: 30339 -

Authorization:

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

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

- ☐ Annexation
- ☐ Special Use
- ☐ Rezoning
- ☐ Conditional Use
- ☐ Variance
- ☐ Master Plan
- ☐ Land Use Application
- ☒ Other zoning condition amendments

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Matt Brock Telephone: 678-471-9835

Address: 280 Interstate North Circle Suite: 400

City Atlanta State: GA Zip: 30339 -

So Sworn and Attested:

Owner Signature: , MBR. Date: 12/16/2022

Notary:

Notary Signature: Date: 12/16/2022

JARED HELMICK NOTARY EXPIRES GEORGIA May 7, 2023 PUBLIC GILMER COUNTY

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: BB Morrison Park LLC

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: N/A

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 12/16/2021

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Parks F. Huff, Attorney for Applicant

Subject Public Hearing Case: Morrison Park

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: N/A

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 12-15-22

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: The Gathering - Alpharetta

Contact Name: Parks F. Huff, Attorney for Application Telephone: (770) 422-7016

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

See Attached

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

- [x] Letter
- [x] Personal Visits
- [x] Telephone
- [ ] Group Meeting
- [x] Email
- [ ] Other *(Please Specify)*

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

Brock previously had community outreach by meeting with the North Fulton Chamber, conference call with adjacent subdivision HOA Vantage Point and reaching out to the major office owners, TPA and the Brookdale Group. Brock will continue to reach out using email, letters, and set up a personal meeting with interested parties. Adjacent property owners will be contacted via mail and invited to submit questions to the applicant via email or phone call. HOA's will be encouraged to schedule meetings if that is helpful.

11556 RAINWATER DRIVE LLC
820 W WESLEY RD
ATLANTA GA 30327

AMERICAN HONDA MOTOR CO INC
1919 TORRANCE BLVD
TORRANCE CA 90501-2722

AVREN DOUGLAS & AVREN LINDA
205 HEMBREE PARK TER
ROSWELL GA 30076

B&O (140) LLC
812 HILLARY ST
NEW ORLEANS LA 70118

BALCH MARY L
154 WEATHERLY WAY
ALPHARETTA GA 30004-2142

BANK OF NORTH GEORGIA
P.O. BOX 2026
ROSWELL GA 30077

BANKS KHIA C
149 WOODHAVEN WAY
ALPHARETTA GA 30004

BISPO JOSE M
139 WOODHAVEN WAY
ALPHARETTA GA 30004

BLALOCK KATHY ELAINE & NORMAN
66 KATYDID LANE
DAWSONVILLE GA 30534

BOURNE BETTY L
517 JON SCOTT DR
ALPHARETTA GA 30009

BOYER ADRIANNE V
104 WEATHERLY WAY
ALPHARETTA GA 30009

BREHM JOANNE
1350 PACES FORREST DR NW
ATLANTA GA 30327

BRITT GREGORY C & HALSTEAD MEGHAN D
160 WOODHAVEN WAY
ALPHARETTA GA 30009

BUIJJI 2550 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

CONTANT NICOLE
135 WOODHAVEN WAY
ALPHARETTA GA 30004

COOK OUT ALPHARETTA INC
PO BOX 698
THOMASVILLE NC 27361

COOK OUT ALPHARETTA INC
15 LAURA LANE STE 300
THOMASVILLE NC 27360

DEEMER RONALD
140 WOODHAVEN WAY
ALPHARETTA GA 30009

DELTA COMMUNITY CREDIT UNION
P.O. BOX 20541
ATLANTA GA 30320

DERENTHAL MARK & ANNA LISA
530 JON SCOTT DR
ALPHARETTA GA 30004

DOLGOPYAT ILYA & DOLGOPYAT SVETLANA
154 WOODHAVEN WAY
ALPHARETTA GA 30009

EDWARDS BRADLEY H & EDWARDS BRIDGET T
155 WOODHAVEN WAY
ALPHARETTA GA 30009

ELEY MILTON W
1171 CROFTON LNDG
SUWANEE GA 30024

ESFANDIARI SAED
427 ALLYSON CIR
ALPHARETTA GA 30009

EYRE GORDON D
144 WOODHAVEN WAY
ALPHARETTA GA 30009

F7 NWO LLC
3455 PEACHTREE RD NE STE 650
ATLANTA GA 30326

FALCO ANNETTE E
497 JON SCOTT DR
ALPHARETTA GA 30004-2111

FAMILY TRUST OF ELANA DIMANT HORWITZ
725 CRAB ORCHARD DR
ROSWELL GA 30076-2357

FELIX ALEJANDRA
144 WEATHERLY WAY
ALPHARETTA GA 30009

FREDERICKS KRIS DORIAN
100 WEATHERLY WAY
ALPHARETTA GA 30009

GOLD SANDRA S
165 WOODHAVEN WAY
ALPHARETTA GA 30009

GORDON EARTHA M & MORRIS R
134 WOODHAVEN WAY
ALPHARETTA GA 30004

HALL PATRICK & AMANDA
470 JON SCOTT DR
ALPHARETTA GA 30009

HASIJA SHIKHAR & TANDON MALIKA
200 WOODHAVEN WAY UNIT 200
ALPHARETTA GA 30009

HAVERDINK STEVEN & HANNAH
407 ALLYSON CIR
ALPHARETTA GA 30009

HAVERDINK STEVEN JOHN & HANNAH CHRISTINE
407 ALLYSON CIR
ALPHARETTA GA 30009

HAYNES BRIDGE LLC
1064 EIGHTY FIFTH ST
BROOKLYN NY 11228

HERNANDEZ PEDRO
125 WOODHAVEN WAY
ALPHARETTA GA 30004

HUYNH LAI
180 WOODHAVEN WAY
ALPHARETTA GA 30009

JOACHIM CARLINE
110 WOODHAVEN WAY
ALPHARETTA GA 30009

JON SCOTT LLC
5755 N POINT PKWY SUITE 213
ALPHARETTA GA 30022

KBS SOR GEORGIA 400 CENTER LLC
800 NEWPORT CENTER DR SUITE 700
NEWPORT BEACH CA 92660

KETTLES CAROL B
510 JON SCOTT DR
ALPHARETTA GA 30004-2125

LWV TPA GA 400 LLC
3350 RIVERWOOD PKWY SUITE 750
ATLANTA GA 30339

MARCUS BETTY S
150 WEATHERLY WAY
ALPHARETTA GA 30004

MARKUTEN DEVON RAE
120 WOODHAVEN WAY
ALPHARETTA GA 30009

MAYA PROPERTIES ALPHARETTA LLC
11681 HAYNES BRIDGE RD 200
ALPHARETTA GA 30009

MC GOWIN STEPHEN
500 JON SCOTT DR
ALPHARETTA GA 30009-2125

MC KENZIE MARK A
129 WOODHAVEN WAY
ALPHARETTA GA 30201

MOORE CAROLYN M
130 WEATHERLY WAY
ALPHARETTA GA 30009

MORRISON RALPH RAGAN & ANNE R
186 15 TH ST NE
ATLANTA GA 30309-3512

NAGY SANDOR I & KATALIN K REVOCABLE LIVING TRUST THE
514 MICHAEL DR
ALPHARETTA GA 30009-2129

PARAMOUNT MEDICAL PROPERTIES LLC
1950 EVERGRACE DR
ALPHARETTA GA 30009

PARSI CAPITAL VENTURES LLC
630 LONDONBERRY RD
ATLANTA GA 30327

PEREIRA STACEY
7647 AVALON BLVD
ALPHARETTA GA 30009

PETTAS DENNIS & PETTAS JENNIFER
2410 SPRINGMONTE PL
CUMMING GA 30041

REVOCABLE TR CREATED JACQUELINE KALLAS THE
124 WEATHERLY WAY
ALPHARETTA GA 30009

ROBERTS MARY B
124 WOODHAVEN WAY
ALPHARETTA GA 30009

RODNEY GLENN B
114 WEATHERLY WAY
ALPHARETTA GA 30009

RODRIGUEZ RICARDO
417 ALLYSON CIR
ALPHARETTA GA 30009

ROGERS SANDRA L
164 WOODHAVEN WAY
ALPHARETTA GA 30009

ROSARIO CHARLES L & PORTILLO GIOVANNA D
159 WOODHAVEN WAY APT 100
ALPHARETTA GA 30009-2147

S R PROPERTIES USA LLC
11425 HAYNES BRIDGE RD
ALPHARETTA GA 30009

SCHIMMEL THOMAS CHARLES & CARRIE LEIGH
115 WOODHAVEN WAY
ALPHARETTA GA 30009

SEALY ALPHARETTA L L C
333 TEXAS ST STE 1050
SHREVEPORT LA 71101

SEKHON JASON S
2502 LIVE OAK ST # 211
DALLAS TX 75204

SHEIRAZ LLC
630 LONDONBERRY RD
ATLANTA GA 30327

SHELTON ERIK QUINN
100 WOODHAVEN WAY
ALPHARETTA GA 30009

SHOUP VICTOR NELSON
145 WOODHAVEN WAY
ALPHARETTA GA 30009

SICCHITANO DAWN J
140 WEATHERLY WAY
ALPHARETTA GA 30009

SIMPKINS SHEILA MARIE M & DAVID CHARLES
120 WEATHERLY LN
ALPHARETTA GA 30004-2142

SMITH SHETETA
130 WOODHAVEN WAY
ALPHARETTA GA 30004

SPORLEDER AMY
169 WOODHAVEN WAY
ALPHARETTA GA 30009

STEVENS KENNETH & LAURA
150 WOODHAVEN WAY
ALPHARETTA GA 30009

TUELL SAMUEL EZEKIEL & WHITEN SHAYE M
110 WEATHERLY WAY
ALPHARETTA GA 30009

ZUNIGA FELIPE & LEONILA FUENTES
450 JON SCOTT DR
ALPHARETTA GA 30004

SURVEYED LEGAL DESCRIPTION

OVERALL TRACT

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 24.759 ACRES LYING AND BEING IN LAND LOTS 745 & 746 OF THE 1ST DISTRICT, 2ND SECTION, IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 697, 698, 745, & 746 BEING 1 INCH OPEN TOP PIPE, SAID REBAR BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LAND LOT LINE OF LAND LOT 746 NORTH 00 DEGREES 46 MINUTES 21 SECONDS EAST A DISTANCE OF 110.23 FEET TO A 1/2 INCH REBAR FOUND;

THENCE LEAVING SAID LAND LOT LINE SOUTH 88 DEGREES 53 MINUTES 27 SECONDS EAST A DISTANCE OF 289.25 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE;

THENCE NORTH 14 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 835.76 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE;

THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST A DISTANCE OF 20.23 FEET TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 14 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2 INCH REBAR SET ON THE RIGHT OF WAY MARGIN OF HAYNES BRIDGE ROAD (R/W VARIES);

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 764.40 FEET WITH A RADIUS OF 4368.09 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 33 DEGREES 15 MINUTES 12 SECONDS EAST AND A DISTANCE OF 763.43 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 364.01 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST A DISTANCE OF 100.39 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 26 MINUTES 19 SECONDS EAST A DISTANCE OF 150.40 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 09 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 49.49 FEET TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF MORRISON PARKWAY;

THENCE ALONG THE RIGHT OF WAY MARGIN OF MORRISON PARKWAY SOUTH 52 DEGREES 45 MINUTES 19 SECONDS WEST A DISTANCE OF 184.61 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 55 DEGREES 52 MINUTES 04 SECONDS WEST A DISTANCE OF 114.63 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 313.56 FEET WITH A RADIUS OF 1315.85 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 41 MINUTES 38 SECONDS WEST AND A DISTANCE OF 312.82 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 69 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 23.93 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 297.01 FEET WITH A RADIUS OF 1291.19 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 76 DEGREES 06 MINUTES 31 SECONDS WEST AND A DISTANCE OF 296.36 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 08 DEGREES 29 MINUTES 15 SECONDS EAST A DISTANCE OF 3.91 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 212.48 FEET WITH A RADIUS OF 1389.20 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 86 DEGREES 33 MINUTES 58 SECONDS WEST AND A DISTANCE OF 212.27 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 89 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 259.08 FEET TO A NAIL SET AT THE WESTERLY LAND LOT LINE OF LAND LOT 745;

THENCE LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID LAND LOT LINE NORTH 00 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 545.62 FEET TO A 1 INCH OPEN TOP FOUND, SAID OPEN TOP BEING THE POINT OF BEGINNING.

Site Criteria - 24.75 acres

Commercial "A"	7.4k sqft. +/-
Commercial "B"	18.2k sqft. +/-
Commercial "C"	8.0k sqft. +/-
Commercial "D"	6.0k sqft. +/-
Commercial "E"	6.8k sqft. +/-
Commercial "F"	3.5k sqft. +/-
Tot. Commercial	50k sqft. +/-

Deck Parking: 331+/-
Commercial Surface Parking: 69 +/-
(Building configuration subject to change)

21.5' Townhomes: 52 units
Rear-load w/ rooftop access
Garage Parked with 18' driveways

20.5' Townhomes: 36 units
Rear-load (typ)
Garage Parked with 18' driveways

14.2' Townhomes: 52 units
Rear-load (typ)
Garage Parked with 18' driveways

Residential Lots: 39 units
45'x80' min. Rear-load (typ)
Garage Parked with 18' driveways

Tot. Residential (179) Units

Ancillary Areas:

Alpha Loop - Expansion (in full)
26,650 sqft. dedicated to the 12' path thru commercial and commons areas.

Dog Park & Concession Zone
13,700 sqft. dog runs, beer bar, eateries and seating/ music area

Outdoor Courtyards & Plazas
49,900 sqft. dedicated to open, evolving, activities and venues.

Exercise Loop
6,500 sqft. passive park w/ stations

Flex-Park Area
4,000 sqft. Fenced Area

Community Gardens
4,500 sqft. w/ planter boxes & sheds

Open Parks & Lawns
35,000 sqft. (includes water quality zone)

TOTAL OPENSPACE FEATURES:
140k sqft. or 3.22 acres +/-

Restaurant/ Brewery & Courtyard

Food Truck Courtyard

Bike Rental & Convenience Station

Community Gardens

Chill Zones w/ Funky Seating & Art Installations

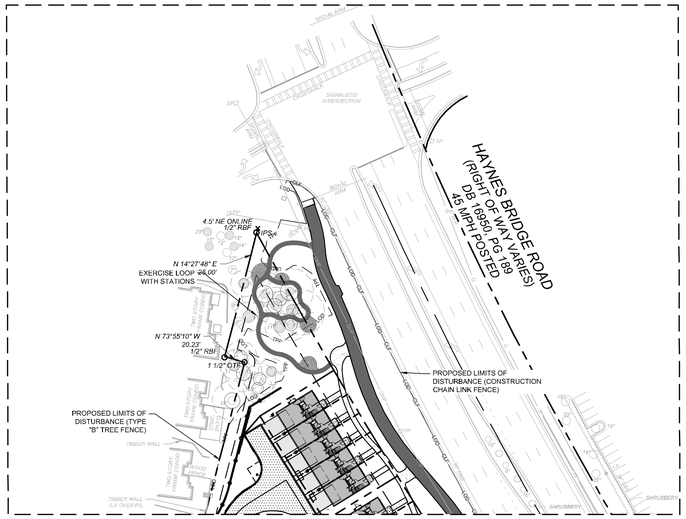
ADG
AHRENS DESIGN GROUP
Landscape Architecture | Site Planning
Urban Design | Development Consulting

0 25 50 100

Disclaimer: Illustration represents intent of development, home plans and layout may change without notice. For final layout review, refer to civil engineering set once submitted.

THE Gathering ALPHARETTA

SITE PLAN V-18
DECEMBER 2022



INSET: 1" : 60'

SITE PLAN NOTE:

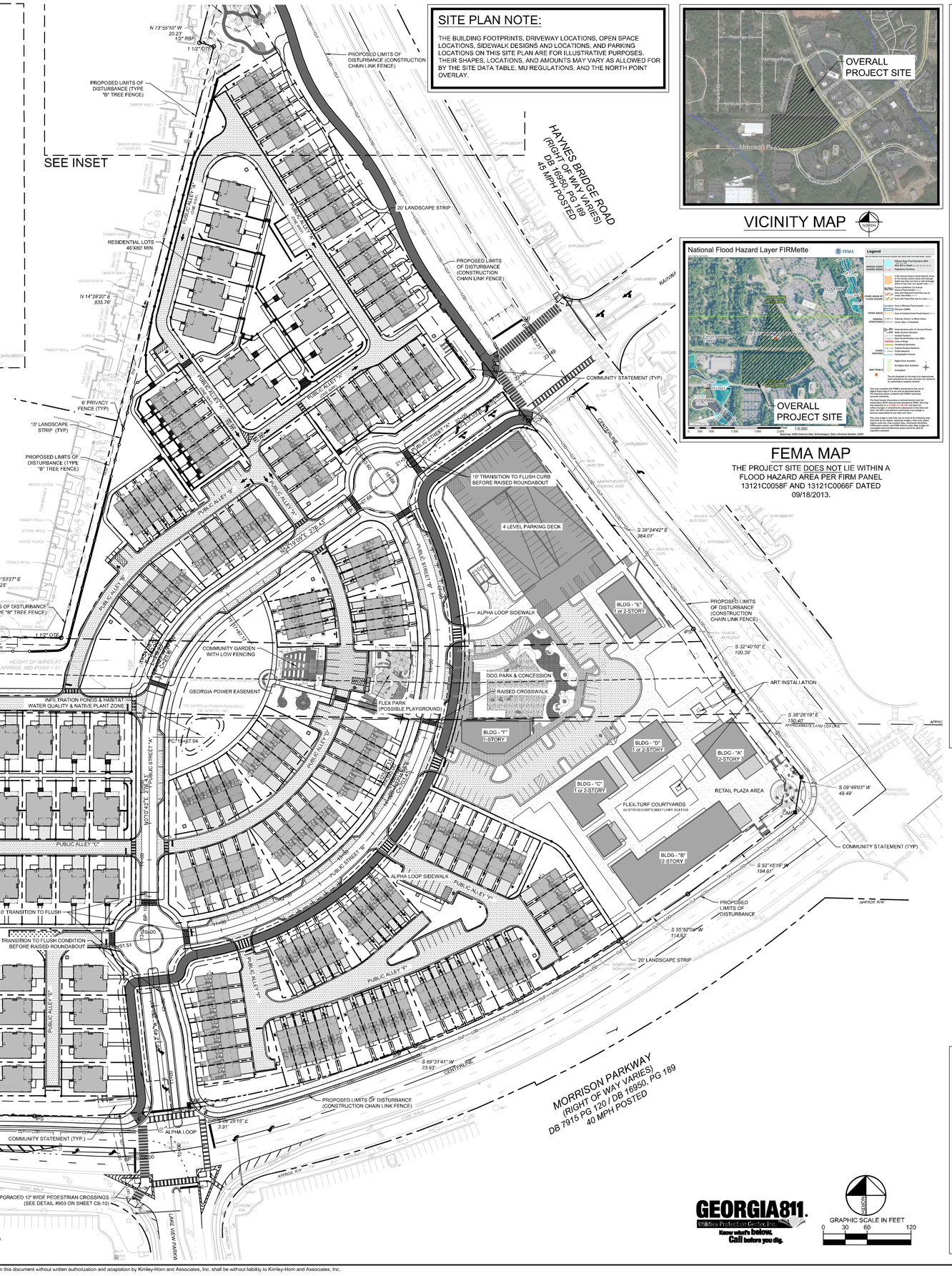
THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

STORMWATER MANAGEMENT NOTE:

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

LEGAL DESCRIPTION

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 24.759 ACRES LYING AND BEING IN LAND LOTS 745 & 746 OF THE 1ST DISTRICT, 2ND SECTION, IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 697, 698, 745, & 746 BEING 1 INCH OPEN TOP PIPE, SAID REBAR BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LAND LOT LINE OF LAND LOT 746 NORTH 00 DEGREES 46 MINUTES 21 SECONDS EAST A DISTANCE OF 110.23 FEET TO A 1/2 INCH REBAR FOUND; THENCE LEAVING SAID LAND LOT LINE SOUTH 88 DEGREES 53 MINUTES 27 SECONDS EAST A DISTANCE OF 289.25 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE; THENCE NORTH 14 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 835.76 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE; THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST A DISTANCE OF 20.23 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 14 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2 INCH REBAR SET ON THE RIGHT OF WAY MARGIN OF HAYNES BRIDGE ROAD (R/W VARIES); THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 764.40 FEET WITH A RADIUS OF 4368.09 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 33 DEGREES 15 MINUTES 12 SECONDS EAST AND A DISTANCE OF 763.43 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 364.01 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST A DISTANCE OF 100.39 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 26 MINUTES 19 SECONDS EAST A DISTANCE OF 150.40 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 09 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 49.49 FEET TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF MORRISON PARKWAY; THENCE ALONG THE RIGHT OF WAY MARGIN OF MORRISON PARKWAY SOUTH 52 DEGREES 45 MINUTES 19 SECONDS WEST A DISTANCE OF 184.61 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 55 DEGREES 52 MINUTES 04 SECONDS WEST A DISTANCE OF 114.63 FEET TO A 1/2 INCH REBAR SET;
THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 313.56 FEET WITH A RADIUS OF 1315.85 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 41 MINUTES 38 SECONDS WEST AND A DISTANCE OF 312.82 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 69 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 23.93 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 297.01 FEET WITH A RADIUS OF 1291.19 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 76 DEGREES 06 MINUTES 31 SECONDS WEST AND A DISTANCE OF 296.36 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 08 DEGREES 29 MINUTES 15 SECONDS EAST A DISTANCE OF 3.91 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 212.48 FEET WITH A RADIUS OF 1389.20 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 86 DEGREES 33 MINUTES 58 SECONDS WEST AND A DISTANCE OF 212.27 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 89 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 259.08 FEET TO A NAIL SET AT THE WESTERLY LAND LOT LINE OF LAND LOT 745; THENCE LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID LAND LOT LINE NORTH 00 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 545.62 FEET TO A 1 INCH OPEN TOP FOUND, SAID OPEN TOP BEING THE POINT OF BEGINNING.



VICINITY MAP

FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0058F AND 13121C0066F DATED 09/18/2013.

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	24.76 ACRES

BUILDING SETBACK:
- FRONT (HAYNES BRIDGE) 20 FT (OFF SIDEWALK)
- FRONT (MORRISON PKWY) 10 FT (OFF SIDEWALK)

BUILDING SETBACK FOR SINGLE FAMILY LOTS:
- FRONT: 0'
- SIDE: 0'
- REAR: 0'

LANDSCAPE SETBACK:
- FRONT (HAYNES BRIDGE) 20 FT (OFF R/W LINE)
- FRONT (MORRISON PKWY) 20 FT (OFF R/W LINE)
- SIDE 5 FT
- REAR 5 FT

PROPOSED LAND USES & DENSITIES:

TOWNHOME A	52 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
TOWNHOME B	36 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
TOWNHOME C	52 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
RESIDENTIAL LOTS	39 UNITS
45'X80' MIN. REAR-LOAD (TYP)	
GARAGE PARKED WITH 18' DRIVEWAYS	
TOTAL:	179 UNITS
179 UNITS/ 24.76 ACRES = 7.23 UNITS PER ACRE	
RETAIL/ RESTAURANT/OFFICE	50,000 SF

PARKING SUMMARY:

REQUIRED PARKING: **759 SPACES** (TOTAL)
(PARKING CALCS INCLUDE 20% REDUCTION ALLOWED PER CODE)

TOWNHOME A (52 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	125 SPACES (1 / BEDROOM*0.80)
TOWNHOME B (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	87 SPACES (1 / BEDROOM*0.80)
TOWNHOME C (52 UNITS) (ASSUMES ALL 2 BEDROOM TOWNHOMES)	84 SPACES (1 / BEDROOM*0.80)
SINGLE FAMILY (39 LOTS)	63 SPACES (2 / LOT*0.80)
RETAIL/ RESTAURANT/ OFFICE (50,000 SF) (ASSUMES ALL RESTAURANT)	400 SPACES (1 / 200 SF RETAIL *0.80 + 1 / 100 SF REST.*0.80 + 1 / 250 SF OFFICE*0.80)

PROPOSED PARKING: **1106 SPACES** (TOTAL)

TOWNHOME A (52 UNITS)	104 SPACES ENCLOSED 104 SPACES DRIVEWAY
TOWNHOME B (36 UNITS)	72 SPACES ENCLOSED 72 SPACES DRIVEWAY
TOWNHOME C (52 UNITS)	52 SPACES ENCLOSED 52 SPACES DRIVEWAY
SINGLE FAMILY (39 LOTS):	78 SPACES ENCLOSED 78 SPACES DRIVEWAY
ON STREET PARKING	94 SPACES
RETAIL/ REST./ OFFICE	400 SPACES

OPEN SPACE REQUIREMENTS
(NORTH POINT OVERLAY SEC 2.10.10 TABLE)

CIVIC SPACE:	**2.48 ACRES** (10% SITE AREA)
AMENITY SPACE:	**1.24 ACRES** (5% SITE AREA)
ECO-DISTRICT SPACE:	11 POINTS

PROPOSED OPEN SPACE

CIVIC SPACE: **5.05 ACRES** (111,000 SF)

POCKET PARKS:	1.29 ACRES (56,000 SF)
RETAIL PLAZA AREA:	0.26 ACRES (11,200 SF)
PERFORMANCE VENUE:	0.02 ACRES (900 SF)
ALPHA LOOP TRAIL (NOT ROW):	0.33 ACRES (14,330 SF)
SIDEWALK TRAIL:	1.12 ACRES (49,000 SF)

THE 5.05 ACRES OF CIVIC SPACE INCLUDES 2.5 ACRES OF CONNECTED OPEN SPACE AND ADDITIONAL LANDSCAPE CIVIC AREA USED TOWARDS ECO DISTRICT POINTS AND 2.55 ACRES OF CIVIC SPACE THAT IS NOT COUNTED TOWARDS ECO DISTRICT POINTS. THE 2.55 ACRES MEETS THE MINIMUM REQUIREMENT OF 2.48 ACRES OF OPEN SPACE.

AMENITY SPACE: **3.61 ACRES** (157,350 SF)

PATIOS AND PORCHES	0.17 ACRES (7,350 SF)
YARDS AND LAWNS	3.44 ACRES (150,000 SF)

ECO-DISTRICT SPACE (PER UDC 2.10.11-D): **11 POINTS**

HEAT ISLAND REDUCTION MEASURE	2 POINTS
ENHANCED BICYCLE AMENITIES MEASURE	2 POINTS
ADDITIONAL LANDSCAPED CIVIC SPACE	2 POINTS
CONNECTED OPEN SPACE	2 POINTS
BIO-RETENTION	1 POINT
ALTERNATIVE TRANSPORTATION MEASURE	2 POINTS

SITE PLAN LEGEND:

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE STRIP BUFFER LINE
- STANDARD DUTY CONCRETE SIDEWALK
- ALPHA LOOP SIDEWALK STANDARD DUTY CONCRETE
- HEAVY DUTY CONCRETE PAVEMENT
- CITY OF ALPHARETTA TYPE I ASPHALT
- CITY OF ALPHARETTA TYPE II ASPHALT
- CONCRETE DRIVEWAY
- BRICK PAVER

VARIANCES:

1. MINIMUM ACREAGE FOR MU ZONING IS 25 ACRES. WE ARE REQUESTING AN EXCEPTION SINCE THE PROPERTY IS 24.76 ACRES.
2. REMOVAL OF THE OFFICE DENSITY REQUIREMENT
3. STREETSCAPE ALONG HAYNES BRIDGE
   A. REDUCE 12' SIDEWALK TO 8' SIDEWALK
   B. REDUCE 8' PLANTER TO 6' PLANTER
   C. ALLOW HARDSCAPE IN 20' LANDSCAPE STRIP OFF R/W LINE
4. STREETSCAPE ALONG MORRISON PARKWAY
   A. REDUCE 12' SIDEWALK TO 8' SIDEWALK
   B. REDUCE 10' PLANTER TO 6' PLANTER
   C. ALLOW HARDSCAPE IN 20' LANDSCAPE STRIP OFF R/W LINE
5. STREETSCAPE ALONG PUBLIC STREET "A"
   A. REDUCE 10' SIDEWALKS TO 6'
6. STREETSCAPE ALONG PUBLIC STREET "B"
   A. REDUCE 10' SIDEWALKS TO 8'
7. STREETSCAPE ALONG PUBLIC ALLEYS
   A. REDUCE 10' SIDEWALKS TO 5' SIDEWALKS
   B. REDUCE 4' PLANTER TO 0' PLANTER

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

GRAPHIC SCALE IN FEET 0 30 60 120

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (678) 336-2030
WWW.KIMLEY-HORN.COM

BROCK BUILT HOMES, LLC
1110 NORTHCHASE PKWY SE, SUITE 150
MARIETTA, GA 30067
PHONE: (404) 351-7555

No.	REVISION DESCRIPTIONS	DATE	BY
	CITY OF ALPHARETTA CITY COUNCIL RESUBMITTAL	12/16/2022	MAP
	CITY OF ALPHARETTA LDP PERMIT SET	09/24/2022	MAP
	LDP SUBMITTAL	01/31/2022	MAP

PROJECT

THE GATHERING
f.k.a. MORRISON PARK
0 HAYNES BRIDGE ROAD, ALPHARETTA, GA 30009
LAND LOT 745 & 746, 1st DISTRICT 2nd SECTION

GEORGIA REGISTERED No. PE044634 PROFESSIONAL ENGINEER MARK A. PUTNAM 12/16/2022

GSWCC CERT. (LEVEL II)	0000076495
DRAWN BY	BAC
DESIGNED BY	MAP
REVIEWED BY	JKM
DATE	01/31/2022
PROJECT NO.	013404004

TITLE: ZONING PLAN

SHEET NUMBER: ZP-2

Drawing name: K:\ALP_PR\013404004_Morrison Pkwy\CAD\Plansheets\C2-01 - SITE PLAN.dwg ZP-2 - Zoning Plan Dec 16, 2022 2:19pm by: mark.putnam

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

THE
Gathering
ALPHARETTA

THE
Gathering
ALPHARETTA

HAYNES BRIDGE ROAD
MORRISON PARKWAY
NILES BOLTON ASSOCIATES

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: February 20, 2023

AGENDA ITEM:

Ordinance: Fiscal Year 2023 Mid-Year Budget Amendment
First Reading
Consideration of an Ordinance to adopt a Mid-Year Fiscal 2023 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

STAFF RECOMMENDATION:

Adopt an Ordinance (First Reading) of the Mayor and Council of the City of Alpharetta, Georgia to adopt a Fiscal Year 2023 Mid-Year Budget (attached as Exhibit A).

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:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2023 Mid-Year Budget Amendment which amends the base budget, as adopted by the City Council, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

Initiatives are discussed in detail within the attached FY 2023 Mid-Year Budget Requests (Exhibit A).

ALTERNATIVES:

ATTACHMENTS:

1.	2023 Mid-Year Budget Ordinance
2.	Exhibit A (2023 Mid-Year Budget Ordinance)

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A MID-YEAR FISCAL 2023 BUDGET FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2023 mid-year budget to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2023 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

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

- that this mid-year budget, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2023 mid-year budget for these certain funds for the fiscal year 2023; and

- that this mid-year budget be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of February 2023.

CITY OF ALPHARETTA

By: _____

Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member Donald F. Mitchell

_____
Council Member Brian Will

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Jason Binder

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Melissa Tracy, City Attorney

City of Alpharetta, Georgia
Fiscal Year 2023
Mid-Year Budget Request

The purpose of the Fiscal Year (FY) 2023 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g. City Administration, Recreation, Parks and Cultural Services, etc.). That is to say, a given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission, but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e. authorized full-time equivalent staffing level) for each department. The FY 2023 Mid-Year Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

GENERAL FUND LEGAL LEVEL OF CONTROL	Fiscal Year 2023		
	Current Budget	Mid-Year Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	$ 26,300,000	$ -	$ 26,300,000
Motor Vehicle Title Fees, Delinquent Taxes, etc.	3,202,000	-	3,202,000
Local Option Sales Taxes	18,925,000	288,273	19,213,273
Other Taxes	12,565,150	-	12,565,150
Insurance Premium Taxes	4,825,000	593,627	5,418,627
Licenses and Permits	2,991,000	-	2,991,000
Intergovernmental Revenue	186,000	-	186,000
Charges for Services	1,293,250	-	1,293,250
Recreation/Special Event Fees	2,824,339	475,376	3,299,715
Fines and Forfeitures	2,372,000	-	2,372,000
Investment Earnings	200,000	-	200,000
Other/Miscellaneous	293,043	-	293,043
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	2,812,500	-	2,812,500
Budgeted Fund Balance	12,639,800	-	12,639,800
Total Revenues	**$ 91,429,082**	**$ 1,357,276**	**$ 92,786,358**
Expenditures by Department:			
Mayor and City Council	$ 399,287	$ -	$ 399,287
City Administration	1,445,733	32,400	1,478,133
Finance	3,698,826	-	3,698,826
City Attorney	750,000	350,000	1,100,000
Information Technology	2,350,617	53,700	2,404,317
Human Resources	855,513	-	855,513
Municipal Court	1,148,200	-	1,148,200
Public Safety	36,733,287	51,340	36,784,627
Public Works	10,112,573	43,500	10,156,073
Recreation, Parks and Cultural Services	11,803,191	826,336	12,629,527
Community Development	4,630,115	-	4,630,115
subtotal	***$ 73,927,342***	***$ 1,357,276***	***$ 75,284,618***
General Government:			
Insurance Premiums	$ 823,300	$ -	$ 823,300
Gwinnett Tech Bond (P&I)	288,640	-	288,640
Transfer to Capital Project Fund	11,439,800	-	11,439,800
Transfer to Stormwater Capital Fund	4,200,000	-	4,200,000
Contingency	750,000	-	750,000
subtotal	***$ 17,501,740***	***$ -***	***$ 17,501,740***
Total Expenditures	**$ 91,429,082**	**$ 1,357,276**	**$ 92,786,358**

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2023 Mid-Year Budget Amendment.

City Administration

Initiative: City Administrator Employment Contract

Funding Request: $32,400 (FY 2023; additional funding)

This request is to provide additional funding for the City Administration employment contract to cover new contract components.

Components include:

- New Contract Components
  - Housing Allowance: $30,000 (10-month term; no impact to FY 2024)
- Adjusted Contract Components
  - Auto Allowance: $ 2,400 (monthly increase from $600 to $800)

City Attorney

Initiative: Legal Services

Funding Request: $350,000 (FY 2023; additional funding)

This request is to provide additional funding for legal services. The city utilizes private law firms for legal services (e.g., City Attorney operations, mediations, right-of-way acquisitions, etc.) and the FY 2023 Budget included appropriations totaling $750,000 for these services. Legal services utilization is trending towards an annualized spend of $1.5 million with approximately $400,000 of that allocated towards identified capital projects (McGinnis Ferry Road; Webb Bridge Road Improvements; etc.) leaving a net trend of $1.1 million resulting in the additional $350,000 funding request included herein ($750,000 budget less $1.1 million net utilization trend = $350,000 funding shortfall). Recent annualized historical spend patterns (including services targeted towards capital projects) included $1.06 million (FY 2022), $762,682 (FY 2021), and $882,013 (FY 2020).

The FY 2024 preliminary operating budget includes appropriations for legal services at a $1.2 million appropriation level.

Information Technology

Initiative: MS-ISAC Security Software

Funding Request: $34,200 (FY 2023); $32,400 annualized (FY 2024)

On September 26, 2022, the City Council authorized the purchase of the CIS Albert MD Appliance Primary Sensor System from the Center for Internet Security, Inc. (CIS) in an amount totaling $34,200. This funding level included a one-time implementation cost of $1,800 with an annual operational cost of $32,400. As detailed in the City Council Staff report, funding for this initiative came through a temporary reprioritization of existing appropriations (e.g., holding on implementation of the after-hours help desk support) pending the replenishment of funding as part of this request.

The city is a member of the Multi-State – Information Sharing and Analysis Center (MS-ISAC), which is a division of the CIS. The MS-ISAC's role is to provide cybersecurity information and tools to state, local, tribal, and territory governments (SLTT).

The City receives a great deal of information from the MS-ISAC and participates in the nationwide meetings and cybersecurity training at no charge to the City. CIS offers an Intrusion Detection

System (IDS) called Albert Monitoring at a cost to MS-ISAC and EL-ISAC (election entity) members. This IDS requires a hardware component to collect network traffic that is entering and leaving our network through our internet circuits. The collected data is sent to the CIS Security Operations Center (SOC) where it is analyzed against known bad traffic. Once traffic is flagged as potentially bad, a professional in their SOC reviews further and contacts us if they believe an incident is occurring.

The FY 2024 preliminary operating budget includes appropriations for CIS Albert MD Appliance Primary Sensor System software services at the $32,400 appropriation level.

Initiative: **Providing City E-Mail Addresses for all Commission and Board Members**

Funding Request: $7,500 (FY 2023; partial year); $20,000 (FY 2024 and beyond)

The Department of Information Technology, in conjunction with the City Clerk's office and City Administration, are requesting a FY 2023 mid-year budget adjustment to procure additional licenses for Microsoft 365 and Duo Multi-factor Access. This request will give all commission and board members an email address and a collaboration license for conducting City business. Today, these members use their personal email addresses, which are provided to the public, to conduct commission and board business. It is difficult to retrieve emails and documents which may not route through City systems when needed to fulfill open records or legal requests.

Along with providing the technology, all commissions and boards would be instructed to conduct City business through these tools as a policy change.

The FY 2024 preliminary operating budget includes appropriations for this initiative at an annualized $20,000 appropriation level and is allocated across the pertinent City departments.

Initiative: **Email Encryption and CyberGraph AI**

Funding Request: $12,000 (FY 2023 and beyond)

The Department of Information Technology is requesting a FY 2023 mid-year budget adjustment for the procurement of Mimecast Email encryption services and their Artificial Intelligence email analysis tool, CyberGraph AI.

The Departments of Finance and Public Safety have requested the ability to use encrypted email due to the personally identifiable information that can be sent through our email system. Email as a system was never designed to be a secure method of communication and should not be used for sharing personal information; however, because of the nature of what they do, that type of information is often emailed. This would immediately provide a method to communicate that type of information, which can include name, date of birth, address, social security numbers, and bank account numbers. CyberGraph AI will learn the behavior of all emails in the system and establish a set of norms around the relationships between senders and recipients. It uses this knowledge to alert the user of the trustworthiness of the email. This would replace the generic out-of-network banner we all receive now with a dynamic banner that would give context to the specific email being received. The cost estimate for both is $12,000.

The FY 2024 preliminary operating budget includes appropriations for this initiative (licensing fees) at an annualized $12,000 appropriation level.

Public Safety

Initiative: **COPLINK Software**

Funding Request: $30,000 (FY 2023); $25,000 annualized (FY 2024 and beyond)

COPLINK is a powerful law enforcement search engine and information platform that enables law enforcement to search data from agencies across the U.S. using natural language speech terms and concepts. With COPLINK, officers have instant access to the necessary information to strike the right balance between crime reduction, community engagement, and personal safety.

Everyday crime reports from the City of Alpharetta, neighboring cities, and counties are accumulated into an extensive data-sharing private network in cooperation with NLETS (National Law Enforcement Telecommunications System), Microsoft, and Thompson Reuters Publishing.

This cooperative, private network maintains contact with national open-source criminal data and Criminal Justice Information System compliant reporting.

Officers, Investigators, Courts, and Prosecutors have access to a vast array of data to establish trends and analysis to produce a crime reduction. Joining the COPLINK network enables the City of Alpharetta Police Department to search records from other jurisdictions.

Additionally, the COPLINK software will provide a more efficient and effective data integration solution for the CAD/RMS software upgrade (computer aided dispatch and records management) that is currently in the procurement phase.

FY 2023 costs include $25,000 (on-going) for the maintenance/support fees and $5,000 (one-time) for implementation ($30,000 total).

The FY 2024 preliminary operating budget includes appropriations for this initiative (maintenance/support fees) at an annualized $25,000 appropriation level.

Initiative: **Julota Software**

Funding Request: $12,000 (FY 2023); $11,000 annualized (FY 2024 and beyond)

This Initiative is for the purchase of the Julota platform for integration with the city My Watch Community Paramedic program. Currently, staff has to store data and documentation in several different areas in order to meet HIPPA requirements and to protect patient information. Additionally, staff is only able to receive referrals via email and connecting with community partners can only be done via email or phone, which often delays getting our citizens the help they need. The Julota platform provides HIPPA-compliant security and integrates with state and national reporting requirements. Referrals can be submitted and processed directly on the platform. Additionally, community partners will have access to certain areas within the Julota platform, which will allow them to immediately view a citizen that requires their services. Referrals can be done immediately, and the system allows us to track our clients within the system to ensure they are getting the help they need.

FY 2023 costs include $11,000 (on-going) for the maintenance/support fees and $1,000 (one-time) for implementation ($12,000 total).

The FY 2024 preliminary operating budget includes appropriations for this initiative (maintenance/support fees) at an annualized $11,000 appropriation level.

Initiative: **Parking Ambassador Position (reallocation of two part-time Parking Enforcement Officer positions)**

Funding Request: $9,340 (FY 2023; partial-year funding requirement above currently available appropriations)

The FY 2023 operating budget as adopted by the City Council included one part-time Parking Ambassador position (0.5 Full Time Equivalent) that was funded and one part-time Parking Ambassador position (0.5 Full Time Equivalent) that was part of the authorized workforce but unfunded pending a (1) justifiable needs assessment and (2) identification of a sustainable funding source. The City Administrator, in consultation with the Public Safety and Finance Departments, verified the need and sustainable funding for the part-time unfunded Parking Ambassador position and authorized staff to move forward with recruitment and inclusion of the funding request included herein.

Subsequent to the actions above, it was determined that a full-time parking enforcement position aligns more closely with the operational goals of the city. As such, the two part-time Parking Ambassador positions were restructured into one full-time Parking Ambassador position.

The Parking Ambassador position enforces parking ordinances and assists visitors in the downtown area. Under the general direction of a Police Sergeant, the Parking Ambassador patrols the city to identify vehicles that violate City and State parking ordinances and laws and take appropriate enforcement actions. Performs a variety of clerical duties required to document and process enforcement actions. Assists motorists and visitors as needed.

Personnel costs are estimated at $37,500 for the remainder of FY 2023 and will approximate $75,000 annually beginning in FY 2024.

FY 2023 available appropriations total $28,160 (the funded part-time position has been vacant the entire fiscal year) leaving an additional funding requirement of $9,340.

The FY 2024 preliminary operating budget includes full funding of the Parking Ambassador position.

Public Works

Initiative: **Maintenance & Operational Funding**

Funding Request: $43,500 annually (FY 2023 and beyond)

The Public Works Department is experiencing an inflationary increase in service and supply costs that was not fully accounted for in the FY 2023 budget. Details include:

- General Supplies (additional funding need of $15,000) – Paper, cleaning and sanitary supplies, and general facility supplies have experienced cost growth in excess of what was included in the FY 2023 Budget.
- Maintenance Contracts (additional funding need of $21,000):
    - Utilization and cost trends for animal control services through Fulton County Animal Services indicate annual spend totaling $90,000. The FY 2023 Budget for this activity totals $80,000 leaving an additional funding need of $10,000.
    - Street sweeping services were competitively procured and the resulting costs have been in excess of budgetary allowances indicating an annual spend total of $31,000. The FY 2023 Budget for this activity totals $20,000 leaving an additional funding need of $11,000.

- Vehicle Repair and Maintenance (additional funding need of $7,500) - The bucket truck that is utilized by the traffic division to maintain all the traffic signals had internal engine failure. This unit, 2013 Ford F-550 Super Duty XLT bucket truck (EN0185), really needed a new engine due to the idle hours and damage to this unit; however, due to the limited supply for this motor and the upward of 6-months to get a remanufactured motor, the city opted to have parts replaced in the current motor. AMT Fleet was able to get the truck back in operation in a month. Unfortunately, this repair was $7,500 which was not anticipated in the current budget.

The FY 2024 preliminary operating budget will be adjusted to reflect the additional appropriation needs.

Recreation, Parks, and Cultural Services

Initiative: Aquatics Operational Funding (Recreation Services)

Net Funding Request: $109,413 ($6,000 additional revenue; $115,413 additional expenses)

With the additional funding requested, seasonal staff will be fully accounted for at current utilization trends and staff can increase participation in aquatics programs at Wills Park Pool (especially for active adults) thereby improving citizen wellness and reducing health risks for our active adult population. With the new safety equipment, staff can further develop lifeguards' knowledge and water safety skills leading to a safer and more positive experience for all. Request details include:

- Aquatics Temporary and Seasonal Salaries ($100,000): Utilization and cost trends for seasonal salaries indicate annual spend totaling $265,000. The FY 2023 Budget for this activity totals $165,000 leaving an additional funding need of $100,000. Historical cost totals include $217,103 (FY 2022), $189,245 (FY 2021), and $152,136 (FY 2020).
- Aquatics Small Equipment ($7,000): Funding necessary to purchase an extra pool vacuum for the leisure pool and to cover an adjustable mannequin, CPR adult and child mannequins, and megaphone speakers for lifeguard in-service training.
- Aquatics Special Events ($2,000): Funding necessary to cover entertainment and prizes for aquatic special water games and activities such as diving competitions and toy diving. These events are popular, and staff believes we should enhance the event to make it bigger and better than in years' past.
- Aquatics Swim Lessons ($3,413): Funding to offset overage related to instructors for Aquatic Adventure Camp.
- Aquatics Fitness Programs ($3,000): Funding to offset additional costs related to program instruction. Aquatics Fitness Programs are very popular, and staff wants to add additional classes to meet the demand. The current budget will not cover the cost for additional class instruction.

The expenses identified above will be partially offset through anticipated growth in Aquatics Fees ($6,000) leaving an additional funding requirement of $109,413.

Initiative: Athletics and Will Park Recreation Center Operational Funding (Recreation Services)

Net Funding Request: $39,263 ($100,000 additional revenue; $139,263 additional expenses)

Providing new, in-demand programs for the community is vital to ensuring the city always offers relevant and appealing recreational activities for its residents. In addition, inflation occurs, and staff must navigate how to continue to provide popular programs despite growing costs. Additional funding ensures we do not lose participants (and therefore revenue) for popular programs that could otherwise experience negative impacts from lack of funding. Lastly, staff prides itself on ensuring our leagues have highly qualified officials/umpires to officiate games which enhances the experience for all. As league participation grows, funds are needed to offset the costs of officials and umpires who oversee the additional games. Request details include:

- Athletics Professional Services ($75,000): Funding to cover the increase in costs related to umpires and officials for adult/teen and youth sports.
- Athletics General Supplies ($8,266): Funding for increase in cost for software league management in addition to supplies needed for winter, spring, and summer leagues which continues to show increased participation each season.
- Athletics Small Equipment ($1,027): Funding for athletic equipment that needs to be replaced for winter, spring, and summer sports/leagues.
- Athletics Equipment Repair & Maintenance ($9,970): Funding to cover improvements and safety inspection of our indoor basketball goals.
- Fitness Programs ($40,000): Additional funding requested for the implementation self-defense classes.
- Adventure Day Camps ($5,000): Funding for field trips for an extra week of camps. In 2022 camp was six weeks and we'll be increasing the length to seven weeks in 2023.

The expenses identified above will be partially offset through anticipated growth in Athletics Fees ($75,000) and Wills Park Recreation Center Fees ($25,000) leaving an additional funding requirement of $39,263.

Initiative: Alpharetta Community Center Operational Funding (Recreation Services)

Net Funding Request: $33,156 ($207,376 additional revenue; $240,532 additional expenses)

The request will provide benefits to the community and our participants. Seasonal staff will be fully accounted for at current utilization trends. Additionally, an expense increase in professional services demonstrates that more programs are being offered, additional enrollment spaces are available, and we are diversifying our current offerings. The repurposing of basketball gym 2 to be an additional gymnastics space has offered growth in the gymnastics program, with more growth expected in FY 2024. Request details include:

- Community Center Temporary and Seasonal Salaries ($85,000): Utilization and cost trends for seasonal salaries indicate annual spend totaling $214,000. The FY 2023 Budget for this activity totals $129,000 leaving an additional funding need of $85,000. Historical cost totals include $171,477 (FY 2022), $159,632 (FY 2021), and $124,916 (FY 2020).
- LD Gymnastics ($115,000): $40,000 is needed to fund existing program needs above the current FY 2023 budget appropriations. Based on projections on winter enrollments and averages for spring and summer programming, an additional $75,000 is needed.

- AGA Team ($15,520): Based on current cost trends, additional funding of $15,520 is needed to meet current service demand.
- Specialty Programs ($25,012): $10,400 is needed to fund existing program needs above the current FY 2023 budget appropriations. Additional funding of $14,612 is requested to cover June camps for PlayWell Technologies & STREM HQ. Each provider is offering 4 camps in June, the average enrollment number for PlayWell is 20 and STREM HQ is 7. Along with the compensation of 75%, projected expense was calculated. .

The expenses identified above will be partially offset through anticipated growth in Community Center Fees ($207,376) leaving an additional funding requirement of $33,156.

Initiative: Alpharetta Adult Activity Center Operational Funding (Recreation Services)

Net Funding Sources: $55,000 ($112,000 additional revenue; $57,000 additional expenses)

The request will provide benefits to the community and our participants. An expense increase in professional services demonstrates that more programs are being offered, additional enrollment spaces are available, and we are diversifying our current offerings. The addition of outdoor pickleball courts and the activation of the Art Wing has offered growth in the programs, with more growth expected in FY 2024. Request details include:

- Pickleball/Tennis ($39,000): Based on projections on winter enrollments and averages for spring and summer programming an additional $39,000 is needed to fund existing program needs above the current FY 2023 budget appropriations.
- Senior Enrichment ($18,000): Based on projections on winter enrollments and averages for spring and summer programming an additional $18,000 is needed to fund existing program needs above the current FY 2023 budget appropriations.

The expenses identified above will be fully offset through forecasted growth in Adult Activity Center Fees ($50,000) and Adult Activity Center Trip Fees ($62,000).

Initiative: Cultural Services Operational Funding

Net Funding Request: $11,000 ($50,000 additional revenue; $61,000 additional expenses)

This request will provide art instruction, workshops, classes and learning opportunities to residents of all ages. Our registration for classes has risen since 2020 and we have not recovered the funding to support the process. This is actually recovering our instructor and supply fees now that our residents are comfortable with registering for classes. Request details include:

- Arts Center & Log Cabin Camps ($11,000): The Division is adding camp offerings at the Arts Center and Log Cabin and will need funding to offset expenses.
- Arts Center Class Instruction ($45,000): We are requesting funding to return our budget to normal programming levels. During the COVID pandemic, Cultural Services' budget was decreased significantly. We are hoping to regain the lost funding to cover instructor costs based on current class registration.
- Arts Center Class Supplies ($5,000): The Division is adding camp offerings at the Arts Center and Log Cabin and will need funding to offset expenses.

The expenses identified above will be partially offset through anticipated growth in Arts Program Fees – Camps ($20,000) and Arts Program Fees ($30,000) leaving an additional funding requirement of $11,000.

Initiative: Community Agriculture Operational Funding

Net Funding Request: $42,828

The benefit for the Community AG Program is that the city will be able to meet the demand the community has made for this program. For 2023 we have decided to move the summer camp program management in-house to better ensure the summer camp program meets Alpharetta standards. As such, we will need to hire one camp director and two camp counselors for 8 weeks. The additional grounds maintenance is due to biting ants at the farm and the necessity of weekly treatment to keep them under control, as well as exterminator costs for monthly rodent treatment. We will be re-building the community garden area to make it impervious to the ants, but the remainder of Old Rucker Farm will need to be treated on a weekly basis all season. The additional funding for equipment rental is for the port-o-let at Old Rucker Farm which is currently the old restroom facility and requires weekly service at a minimum. Request details include:

- AG-Venture Camp Counselors ($17,280): One camp director at $24/hr and two camp counselors at $15/hr for the duration of the program.
- Summer PT Seasonal Staff ($8,400): Two seasonal summer staffers at $15/hr at the farm when residents are visiting and to keep the facility up to Alpharetta's standards.
- AG-Venture Camp Supplies ($4,000): Supplies for the four weeks of summer camp.
- Grounds Maintenance ($10,000): Landscaping and pest control services at Old Rucker Farm.
- Equipment Rental ($3,148): Storage pods and port-o-lets at Old Rucker Farm.

Initiative: Special Events Operational Funding

Funding Request: $19,500

The benefit to adding additional Partnered Events to the calendar is that the community has more events to attend, and the cost to the city is significantly less than if the city produced the event. For all partnered events the city provides the same services (waste management, restrooms, public safety, road closures, etc.). The cost of each partnered event may vary based on size of event, location, and specific need. Request details include:

- Electrical & Waste Management ($18,000): There are some additional electrical costs for two existing events due to increased footprint (Taste of Alpharetta -TOA - and Alpharetta Arts Streetfest - AASF). TOA now encompasses both sides of HWY 9, and the need for additional electrical hook ups was evident at the 2022 event to provide the needs of the participating restaurants. The AASF takes place at the Wills Park Grove and the art vendors need access to electricity in more locations of The Wills Park Grove than what is currently readily available. In addition, both Brew Moon events and the AASF exposed a need for additional waste management in 2022, and we will need to have additional waste management support on site in 2023.
- Memorial Day Flag Installation ($1,500): The cost to install one large American flag on City Hall and one in the bandshell in Brooke Street Park for the Memorial Day event increased in 2022, and we will need the additional funds to cover that expense.

Initiative: **Special Events New Partnered Events**

Funding Request: $15,800

The benefit to adding additional Partnered Events to the calendar is that the community has more events to attend, and the cost to the city is significantly less than if the city produced the event. For all partnered events the city provides the same services (waste management, restrooms, public safety, road closures, etc.). The cost of each partnered event may vary based on size of event, location, and specific need. Request details include:

- New Partnered Events ($15,800): New partnered events added to the calendar include the Alpharetta Wine Festival, Alpharetta POP Fest, Garden Faire, K95K, Juneteenth, and the Kentucky Derby. Some of these partnered events have been taking place for a couple years, and the Community Services Division has been able to pull funds from other events to cover the costs. However, with increases across most events, there are no longer funds available to pull from.

Initiative: **Park Services Operational Funding**

Funding Request: $75,000

This request is related to change orders required for our existing parks landscaping contract to cover mulch/pine straw and seasonal plantings in the Downtown Planters.

The FY 2024 preliminary operating budget will be programmed to include the additional landscape maintenance contract fees of $75,000.

Initiative: **Budget adjustment for Staffing Reclassifications implemented in November 2022**

Funding Request: $60,000 (FY 2023; partial-year funding requirement above currently available appropriations)

Recreation, Parks, and Cultural Services (RPCS) and Human Resources worked on a staffing strategy to address changes in the work duties and responsibilities of certain positions in light of the current labor market for parks and recreational positions. Highlights included:

- Parks Technician I (pay grade 301) to Parks Maintenance Worker (pay grade 302). Employees affected: 11.
- Facility Technician (pay grade 301) to Parks Maintenance Worker (pay grade 302). Employees affected: 1.
- Parks Technician II (pay grade 302) to Parks Maintenance Crew Leader (pay grade 304). Employees affected: 4.

Costs related to the reclassification adjustments are estimated at $60,000 for FY 2023 and will approximate $92,000 annually beginning in FY 2024.

The FY 2024 preliminary operating budget includes full funding of these adjustments.

General Government

Funding Sources: $881,900 (revenue; Local Option Sales Taxes and Insurance Premium Taxes)

Funding is available through the above revenue collections for Local Option Sales Taxes and Insurance Premium Taxes outpacing budgetary expectations for FY 2023.

E911 Fund

This Fund accounts for fees received from users/potential users of the city's Emergency 911 System. The fees are paid directly from wired, wireless (including prepaid cards), and voice-over-internet-protocol telecommunications providers, with expenditures occurring to maintain and run the system.

E911 FUND LEGAL LEVEL OF CONTROL	Fiscal Year 2023		
	Current Budget	Mid-Year Budget Amendment	Revised Budget
Expenditures by Department:			
Public Safety	$ 5,725,715	$ -	$ 5,725,715
Non-Allocated	656,421	(10,500)	645,921
subtotal	***$ 6,382,136***	***$ (10,500)***	***$ 6,371,636***
Targeted Initiatives:			
GIS Analyst Position (Reclassification)	$ -	$ -	$ -
Pulse Point Software	-	10,500	10,500
subtotal	***$ -***	***$ 10,500***	***$ 10,500***
Total	**$ 6,382,136**	**$ -**	**$ 6,382,136**

Public Safety Department

Initiative: **Public Safety GIS Analyst Position (reclassification of one existing full-time vacant 911 Communication Officer position)**

Funding Request: $0 (FY 2023; incremental cost growth is covered through budgetary savings in personnel due to vacancies)

With the evolution of the electronic world in which we all live, the reliance on data, statistics, and trends has an ever-increasing impact on performance, service, capabilities, and liabilities. In the world of 911 emergency communications and responses by Fire and Police, the daily impact of data also encompasses the use of maps.

These maps are generated and maintained by a network of employees between multiple city departments. City of Alpharetta information Technology, Community Development and 911 staff work together to provide a workable solution. The increasing need for accurate, reliable mapping utilized by Public Safety has created a need for a change in procedural functionality.

Currently, the 911 Center relies upon Community Development and Information Technology personnel for the maintenance and support of vital emergency services data. As this reliance has increased, the workload for these departments has increased as well. This has necessitated the need for dedicated GIS capability within the Public Safety Department.

Current staffing in the 911 Center has averaged eight (8) vacancies. The 911 Center has been unsuccessful in filling these vacancies for the last few years.

The request involves the reclassification of one (1) vacant 911 Communications Officer position to one (1) GIS Analyst Position, functioning under 911 Communication.

This position would expedite the GIS needs for Public Safety, relieve other city departments of some infringement by Public Safety, and provide Public Safety with an excellent foundation for future stability as personnel changes occur.

Annualized personnel costs for a Communications Officer total $81,000 (pay grade 304). Annualized personnel costs for a Public Safety GIS Analyst total $100,000 (tentative pay grade of 307). The incremental annualized personnel costs associated with this reclassification totals $19,000.

Operational costs (e.g., supplies) for the PS GIS Analyst total $1,000 annually and initial equipment needs total $4,000 (e.g., computer, phone, etc.).

The impact for FY 2023 is estimated at $13,000 for the remainder of the fiscal year ($8,000 for personnel costs and $5,000 for operational/equipment costs) and is fully coverable through budgetary savings in personnel due to vacancies.

The FY 2024 preliminary operating budget will be programmed to include the personnel and operational costs upon approval of this initiative.

Initiative: **Pulse Point Software**

Funding Request: $10,500 (FY 2023); $10,000 annualized (FY 2024 and beyond)

The primary goal of the Pulse Point application is to inform subscribers to the system of the need to bystander Cardiopulmonary Resuscitation (CPR) in the event of a cardiac arrest in their immediate vicinity.

- PulsePoint aims to initiate CPR earlier and more often as well as increase the use of automated external defibrillators (AED), prior to emergency responders arriving on scene.
- PulsePoint is integrated directly into the public safety communications center. When a call taker determines CPR may be needed, an alert is simultaneously sent to nearby app subscribers with the dispatch of emergency responders.
- PulsePoint Respond informs the community of emergency activity in real time. Alerting residents to traffic collisions, wildland fires and other emergencies makes PulsePoint a valued and trusted local resource. The routine usefulness of the application helps build and sustain a reliable network of engaged citizens and CPR-trained individuals.
- PulsePoint Respond alerts community responders only if the cardiac emergency occurs in a public location.
- Subscribers indicate if they intend to respond and can listen to live dispatch audio (if offered by the agency) for any updates communicated to the responding crews as they make their way to the patient.
- PulsePoint includes a powerful and simple to use analytics platform, PulsePoint Insights, designed to provide actionable statistics on PulsePoint performance in a community.

The PulsePoint software application is currently being implemented by the Milton Fire Department.

FY 2023 costs include $10,000 (on-going) for the maintenance/support fees and $500 (one-time) for implementation ($10,500 total).

The FY 2024 preliminary operating budget includes appropriations for this initiative (maintenance/support fees) at an annualized $10,000 appropriation level.

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2023		
	Current Budget	Mid-Year Budget Amendment	Revised Budget
Expenditures by Project:			
Fire Station Facility Assessments	$ -	$ 75,000	$ 75,000
Fire Station Renovations	90,484	(75,000)	15,484
Local Roads Safety Action Plan	-	120,000	120,000
Chipper Truck Replacement (Change Orders)	-	12,770	12,770
Tree Removal (parkland) and Replacement (City Center)	-	110,000	110,000
Parks Call Boxes	-	38,000	38,000
Water Truck (Parks)	120,000	60,000	180,000
Non-Allocated	2,229,195	(340,770)	1,888,425
Net Budget Adjustments	**$ 2,439,679**	**$ -**	**$ 2,439,679**

Public Safety

Initiative: **Fire Station Facility Assessments**

Funding Request: $75,000 (funded through a reallocation of existing appropriations set aside for Fire Station Renovations) – will only fund a portion of the overall scope.

This request is to provide funding for facility assessments of our Fire Stations to include:

- needs/wants assessment (programming, meeting with user group, assessments of space and needs);
- systems condition assessment;
- development of conceptual floor plans;
- development of a preliminary cost estimate; etc.

Staff estimates the costs for a facility assessment of all 6 of our fire stations to approach $300,000.

The funding proposed herein totals $75,000 and is anticipated to cover the assessment of one station with residual funding available to fund other aspects of the assessment as needed. Depending on the findings of the initial assessment, staff will bring a funding request forward to cover assessment needs for all remaining stations.

The funding being reallocated was for fire station renovations including the renovation of bathrooms, kitchens, flooring, lighting, etc. and will be put on hold pending conclusion of the assessment process.

Public Works

Initiative: **Local Roads Safety Action Plan**

Funding Request: $120,000

Through the U.S. Department of Transportation, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary grant program. The SS4A program is to prevent roadway deaths and serious injuries. This request is to hire a consultant to conduct necessary studies and prepare a Safety Action Plan for Local Roads (Plan). This will include components such as goal setting, data collection process, safety analysis methods, engagement and collaboration with stakeholders, projects selection and prioritization criteria.

Total cost for the Plan is estimated at $200,000. Current funding totaling $80,000 is available within the Pedestrian Safety Study/Improvement account leaving an additional funding requirement of $120,000.

Initiative: **Chipper Truck Replacement (Change Orders)**

Funding Request: $12,770 (additional funding)

On August 21, 2021, City Council approved the purchase of a Freightliner M2-106 Chipper Truck utilizing State Contract 999-SPD-SPD0000155-0007 from Peach State Truck Center in the amount of $101,093.00.

Delivery was anticipated to be approximately 300 days after receipt of the Purchase Order (issued 08/17/2021). On November 8, 2022, a change order in the amount of $6,700 was approved for the Freightliner chassis price increase. On December 6, 2022, the city received another e-mail from Peach State to let us know that there was another price increase on the body of unit that was ordered in the amount of $6,070.00.

This request is for funding totaling $12,770 to cover the chassis cost growth.

Recreation, Parks and Cultural Services

Initiative: **Tree Removal (parkland) and Replacement (City Center)**

Funding Request: $110,000

This request is for the replacement of dead/dying trees in our parks as well as the replacement of the trees in City Center that are either declining or missing both in and out of tree wells. City Hall and Brooke Street Park landscaping to replace declining and or missing plant material per the original landscape plans.

Initiative: **Upgrade of Parks Call Boxes (mandatory upgrade from 3G to 4G service equipment)**

Funding Request: $38,000

The Department of Recreation, Parks, and Cultural Services is upgrading twenty-three (23) Lexan Call Boxes from 3G service to 4G service during FY 2023. Without this upgrade, the boxes would no longer be operational. The Department was not aware of the 3G-4G switchover during the FY 2023 capital budget formulation and had to reprioritize capital equipment replacement funding to cover the upgrade. This reimbursement request will provide the Department with sufficient appropriations to replace the equipment identified in the adopted FY 2023 capital budget.

Initiative: **Water Truck (replacement)**

Funding Request: $60,000 (additional funding)

The water truck was purchased in the Spring of 2013 as a 13-year-old used unit. Since that time numerous repairs have been made to the vehicle. Repairs made in the last two years total $14,730.

The speedometer stopped working at 161,236 several years ago. Currently the Power Take Off pump is leaking, hose that sprays water from the back of the unit has a hole and needs to be replaced, hose from water tank to the PTO pump is leaking, clutch needs to be replaced, door handle on driver's side is broken, etc. In short, the vehicle is in need of replacement.

The FY 2023 budget includes funds totaling $60,000 to be used towards replacement of the water truck. Based on market prices, an additional $60,000 is needed to fund a replacement unit (total of $120,000).

General Government

Funding Sources: $340,770 (Non-Allocated)

Funding for the capital initiatives identified herein is being provided through current year Non-Allocated appropriations leaving an estimated balance of $1.9 million.

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Ordinance: Text Amendment to The Code of the City of Alpharetta, Georgia Alcohol Ordinance
First Reading
Consideration of an Ordinance to amend Chapter 4 of The Code of the City of Alpharetta, Georgia to revise provisions related to delivery, consumption sales, and retail establishments and to add provisions related to mixed drink sales; to provide an effective date; and for other purposes.

STAFF RECOMMENDATION:

Consideration of an Ordinance to amend Chapter 4 of The Code of the City of Alpharetta, Georgia to revise provisions related to delivery, consumption sales, and retail establishments and to add provisions related to mixed drink sales; to provide an effective date; and for other purposes.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The proposed changes to the Alcohol Ordinance will allow the following:
1. Deliveries of beer, malt beverages, wine or distilled spirits from package stores;
2. Pick up and carry out of mixed drinks (prepared at an establishment) for off premises consumption as part of a to-go order;
3. Eating establishments to sell packaged beer and/or wine for off-premises consumption

ALTERNATIVES:

ATTACHMENTS:

1.	Resolution: Alcohol Ordinance Text Amendments
2.	Presentation: Alcohol Ordinance - Text Amendments
3.	Current Section 4-31
4.	Current Section 4-49
5.	Current Section 4-137

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO REVISE PROVISIONS RELATED TO DELIVERY, CONSUMPTION SALES, AND RETAIL ESTABLISHMENTS AND TO ADD PROVISIONS RELATED TO MIXED DRINK SALES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, the City Council has adopted Chapter 4 of the Code of the City of Alpharetta, Georgia ("City Code") regarding alcoholic beverages; and

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

WHEREAS, the City Council deems it appropriate to amend Chapter 4 of the City Code.

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

Section 1: Section 4-31 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

Sec. 4-31 – Delivery of unbroken, packaged alcoholic beverages.

(a) Pursuant to O.C.G.A. § 3-3-10, any city-issued license that allows a retailer to sell alcoholic beverages in unbroken packages for consumption off the premises shall include the right to deliver beer, malt beverages, wine, or distilled spirits in unbroken packages when lawfully sold to and purchased by an individual for personal use and not for resale, to the limited extent permitted by the provisions of O.C.G.A. § 3-3-10 and rules set by the Department of Revenue.

(b) At the time of delivery, the retailer, employee, or third party shall verify the identity and age of the individual accepting delivery by validating the proper identification of the individual accepting delivery in person and obtaining his or her signature on a written or electronic acknowledgment of receipt of the order and certification of legal age to purchase malt beverages and wine. The retailer, employee, or third party shall scan or otherwise verify the proper identification of the individual accepting delivery at the time of delivery and shall retain a record of such individual's name and date of birth that shall be available for inspection.

(c) Any sales and deliveries made under this provision must be to an individual for personal use at an address within the city.

(d) Any violation of this provision may be enforced as an ordinance violation under this chapter, subject to the restrictions in O.C.G.A. § 3-3-10(h)(2).

Section 2: Section 4-32 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 4-32 to read as follows:

Section 4.32 - To-Go and Curbside Mixed Drink Sales from Eating Establishments.

(a) Pursuant to O.C.G.A. § 3-3-11, any city-issued license that allows an eating establishment to sell distilled spirits for consumption on the premises may also allow the eating establishment to sell mixed

drinks for off-premises consumption in approved containers, to the limited extent permitted by the provisions of O.C.G.A. § 3-3-11 and rules set by the Department of Revenue. Approved container means a tamper evident container that does not contain openings or straw holes, is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with, and has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.

(b) For the purpose of this ordinance, "mixed drink" means a beverage prepared by combining distilled spirits with non-alcoholic liquid that is prepared on the day of sale by an employee of the licensee, contains no more than three (3) ounces of distilled spirits in an approved container.

(c) Sales are limited to two (2) mixed drinks per menu item ordered and the age of the individual must be verified by an employee of the licensee.

(d) Mixed drinks sold under this ordinance must be for personal use only and must be picked up on the premises or by curbside pick-up by the customer to whom the drinks and entrees were sold and from whom the eating establishment received payment.

(e) This section shall not permit delivery services or third party agents to pick up and deliver mixed drinks containing distilled spirits.

(f) Unless within the Downtown District or within a Mixed Use development that permits outside consumption of alcoholic beverages, mixed drinks obtained under this provision must remain sealed from time of sale until transported to a location where consumption is permitted.

(g) Sales of mixed drinks for off-premises consumption shall be subject to all applicable excise taxes.

Section 3: Secs. 4-33 – 4-46 of the Code of the City of Alpharetta, Georgia shall remain as Reserved.

Section 4: Section 4-49 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

(a) Except as may be otherwise expressly provided in this chapter, establishments holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package.

(b) The foregoing prohibition, however, shall not apply with respect to the following:

(1) Supermarkets and brew pubs, as defined in section 4-1; provided, however, no such license shall include or authorize the sale of distilled spirits by the package;

(2) Eating establishments, as defined in section 4-1, may sell wine and/or beer by the package for off-premises consumption, provided that the sale of wine and/or beer for off-premises consumption is an ancillary function of the eating establishment. Notwithstanding the foregoing, the sales of wine and/or beer by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1, however, all sales of wine and/or beer sold for off premises consumption shall be notated on the monthly alcohol compliance form; and

(3) Distilleries and breweries, as defined in Article XVII and Article XIX, respectively.

(c) For the purposes of this chapter, any supermarket, brew pub, or eating establishment that wishes to sell alcoholic beverages by the package for off-premises consumption shall submit an application for

said license, as the off-premises consumption license is not automatically granted with the approval of an on-premise consumption license.

(d) Any brew pub or eating establishment with a license to sell wine and/or beer by the package for off-premises consumption may not sell beer or wine by the package at any date or time when the sale of package beer or wine for carryout purposes is prohibited by ordinance or state law.

(e) Any brew pub or eating establishment seeking a license to sell wine and/or beer by the package for off-premises consumption must meet the distance requirements to grounds or buildings as required for beer or wine package off-premises consumption retail locations.

(f) For the purposes of this chapter, where a person holds a license to sell alcoholic beverages by the package, including distilled spirits, at one establishment, and a license to sell alcoholic beverages for consumption on the premises at a contiguous establishment, and the licensed premises of each establishment are physically separate from the other, with the only interconnectivity between the establishments (if any) being an inside connecting service door or passageway, such establishments shall be considered separate and distinct establishments, provided that:

(1) Each establishment operates under a trade name different from the other;

(2) All business transactions are kept separate;

(3) Each establishment must operate in compliance with all other provisions of this chapter and all other laws and regulations applicable to such business;

(4) Each establishment has a separate entrance for the public and the establishments share no common entrance;

(5) The inside connecting service door or passageway (if any) must be located behind the bar or service counter of each establishment or otherwise so situated or maintained as to be reasonably accessible only to the licensee or employees of the establishments, and only the licensee and employees of the establishments may use such door or passageway; and

(6) All other conditions required by state regulations applicable to such contiguous operations are met.

Section 5: Section 4-137 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

No package beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

(1) Package retailers who sell distilled spirits;

(2) Establishments maintaining 80 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exist as a nonconforming use;

(3) Supermarkets, as defined in section 4-1;

(4) Brew pubs or eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine and/or beer by the package for off-premises consumption in accordance with the provisions set forth in section 4-49(b); provided, however, package sales shall

be limited to wine and beer only. Brew pubs or eating establishments seeking to sell wine or beer by the package must obtain a separate license to do so and must meet the distance requirements for each license.

Section 6: It is the intention of Council, and it is hereby ordained by the authority of Council, that the provisions of this Ordinance shall become and be made a part of the Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 7: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 13: This Ordinance shall be effective immediately upon its adoption by the City Council.

SO ORDAINED, the _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald F. Mitchell

_____
Brian Will

_____
Douglas J. Derito

_____
John Hipes

Jason Binder

Dan Merkel

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

Melissa Tracy, City Attorney

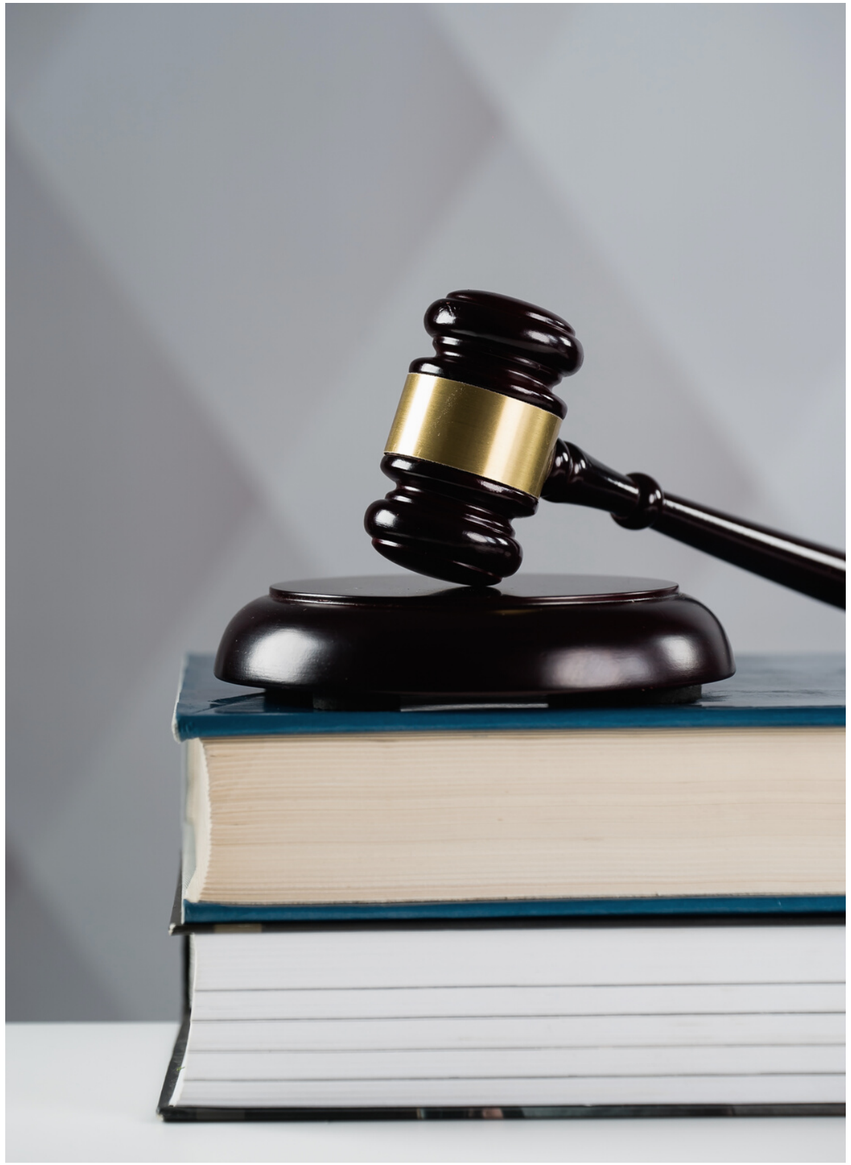
ALCOHOL ORDINANCE AMENDMENTS

FEBRUARY 20, 2022

Text Amendments

Chapter 4 of the Code of the City of Alpharetta, Georgia

4-31	Delivery of unbroken, packaged alcoholic beverages
4-32	To-Go and curbside mixed drink sales from eating establishments
4-49	Consumption sales only
4-137	Type of retail establishment



DELIVERY OF UNBROKEN, PACKAGED ALCOHOLIC BEVERAGES

CURRENT

-References House Bill 879

-Allows third parties to delivery alcohol purchase from package stores

PROPOSED

-Now references OCGA 3-3-10

-Specifies types of packaged beverages

-Specifies procedure for accepting delivery and customer identification

APPLICATION

A resident residing off Canton Street would be able to order from a package retail store (like Total Wine or Publix) a bottle of wine and a six pack of beer on a mobile application (like DoorDash or InstaCart).

TO-GO AND CURBSIDE MIXED DRINKS SALES FROM EATING ESTABLISHMENTS

CURRENT

-Not addressed in the current alcohol ordinance

PROPOSED

-Allows eating establishments to sell mixed drinks (with liquor) with to-go orders

-No more than 3 ounces of liquor in each drink

-Customer can purchase 2 mixed drinks per menu item

-Customer who place and paid for the drinks must be the person to pick up

-Uber/Delivery services cannot deliver mixed drinks

APPLICATION

A resident (Joe Milton) calls in a to-go order from Pure Taqueria for Carne Asada Tacos, Fajitas, and 2 margaritas. Joe Milton drives to Pure, shows his ID, pays for his order, and takes the food and margaritas back to his house to enjoy.

CONSUMPTION SALES ONLY

CURRENT

-Defines the places where consumption on premises is permitted
-Allows eating establishments to sell packaged wine, but no more than 10% of the establishment's revenue

PROPOSED

-Allows eating establishments to sell **packaged wine AND/OR beer**, so long as package sales are an ancillary function of the establishment
-Clarifies that distilleries and breweries allow for on-premises consumption
-Requires an application and fees (cannot be simply added on to an existing license)
-Defines hours and days of sales and distance requirements

APPLICATION

Jill Kimball goes to Loyal Q for dinner and drinks. While dining, she enjoyed a beer that she had never tasted before. She loved it so much she decided to order a 6 pack of beer to take home with her. Jill pays for her dinner, beer, and six pack from Loyal Q and goes home for the night.

TYPE OF RETAIL ESTABLISHMENT

CURRENT

-This section describes the types of establishments that can sell packaged beer, malt beverages, and wine.

PROPOSED

-General cleanup

-Allows eating establishments to sell packaged **beer and wine** for consumption off the premises, to align with the changes made in Section 4-49

-Clarifies that brew pubs may also sell packaged beer for consumption off the premises, as already permitted in Article XIX.

CURRENT SECTION OF 4-31 OF ALCOHOL ORDINANCE

Sec. 4-31. Delivery.

The city adopts and elects to incorporate certain provisions of House Bill 879 (General Assembly 2020) (amending Title 3 of the Official Code of Georgia Annotated). Specifically, local city licensed package goods retailers are permitted to deliver, themselves or through a qualified third party, unbroken package alcohol. The purchaser shall register with the retailer, and provide valid identification and signature upon delivery. Retailers shall follow the House Bill and any regulations issued by the Georgia Department of Revenue.

(Ord. No. 810 , § 1, 9-21-2020)

Editor's note(s)—Ord. No. 810 , § 1, adopted Sept. 21, 2020, set out provisions intended for use as art. XIX, § 4-453. For purposes of classification, and at the editor's discretion, these provisions have been included as art. I, § 4-31.

CURRENT SECTION OF 4-49 OF ALCOHOL ORDINANCE

Sec. 4-49. Consumption sales only.

(a) Except as may be otherwise expressly provided in this chapter, establishments holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package.

(b) The foregoing prohibition, however, shall not apply with respect to the following:

(1) Supermarkets and brew pubs, as defined in section 4-1; provided, however, no such license shall include or authorize the sale of distilled spirits by the package; and

(2) Eating establishments, as defined in section 4-1, may sell wine by the package for off-premises consumption, provided that no more than ten percent of the interior floor area of the establishment is devoted to the display of package wine and no more than ten percent of the establishment's revenues derived from the sale of alcoholic beverages is derived from package wine sales. Notwithstanding the foregoing, the sales of wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1.

(c) For the purposes of this chapter, where a person holds a license to sell alcoholic beverages by the package, including distilled spirits, at one establishment, and a license to sell alcoholic beverages for consumption on the premises at a contiguous establishment, and the licensed premises of each establishment are physically separate from the other, with the only interconnectivity between the establishments (if any) being an inside connecting service door or passageway, such establishments shall be considered separate and distinct establishments, provided that:

(1) Each establishment operates under a trade name different from the other;

(2) All business transactions are kept separate;

(3) Each establishment must operate in compliance with all other provisions of this chapter and all other laws and regulations applicable to such business;

(4) Each establishment has a separate entrance for the public and the establishments share no common entrance;

(5) The inside connecting service door or passageway (if any) must be located behind the bar or service counter of each establishment or otherwise so situated or maintained as to be reasonably accessible only to the licensee or employees of the establishments, and only the licensee and employees of the establishments may use such door or passageway; and

(6) All other conditions required by state regulations applicable to such contiguous operations are met.

(Code 1989, § 3-42; Ord. No. 218-A, § 1.027, 9-22-1986; Ord. No. 679, § 10, 7-15-2013; Ord. No. 694, § 1, 9-15-2014; Ord. No. 701, § 1, 2-23-2015; Ord. No. 722, § 3, 3-21-2016; Ord. No. 740, § 4, 5-16-2017)

CURRENT SECTION OF 4-137 OF ALCOHOL ORDINANCE

Sec. 4-137. Type of retail establishment.

No package beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

(1) Establishments which meet the same requirements applicable to establishments where distilled spirits may be sold (section 4-116);

(2) Establishments maintaining 80 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exist as a nonconforming use;

(3) Supermarkets, as defined in section 4-1;

(4) Establishments which are duly licensed by the city to operate as a brew pub; or

(5) Eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine by the package in accordance with the provisions set forth in section 4-49(b); provided, however, package sales shall be limited to wine only.

(Code 1989, § 3-70; Ord. No. 664, § 1, 4-16-2012; Ord. No. 722, § 4, 3-21-2016)

STAFF REPORT

Department: Courts
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Ordinance: Text Amendment to the Code of the City of Alpharetta, Georgia - New Offenses
First Reading
Consideration of an Ordinance to amend Article 1 of Chapter 30 of the Code of the City of Alpharetta, Georgia to add provisions related to destruction of property, defacing buildings, unauthorized entry of property, creating hazardous or offensive conditions, keeping a disorderly house, making false representations, and furnishing alcohol to a minor; to provide an effective date; and for other purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Article 1 of Chapter 30 of the Code of the City of Alpharetta, Georgia to add provisions related to destruction of property, defacing buildings, unauthorized entry of property, creating hazardous or offensive conditions, keeping a disorderly house, making false representations, and furnishing alcohol to a minor; to provide an effective date; and for other purposes.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Mayor and Council of the City of Alpharetta are charged with the protection of the public health, safety, and welfare of the citizens of Alpharetta. The City Council has adopted Chapter 30 of the Code of the City of Alpharetta, Georgia regarding offenses and miscellaneous provisions; and the City Council is charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta. The City Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to its needs. The City of Alpharetta maintains a Municipal Court that is authorized to try and punish certain violations of city ordinances and such other offenses as allowed and provided by general law. Adding certain violations to the ordinances would provide the Police Department and Municipal Court with greater discretion to issue citations for violations of city ordinances rather than levy state level charges.

ALTERNATIVES:

ATTACHMENTS:

1.	Ordinance for Code Amendments - New Offenses

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE 1 OF CHAPTER 30 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO ADD PROVISIONS RELATED TO DESTRUCTION OF PROPERTY, DEFACING BUILDINGS, UNAUTHORIZED ENTRY OF PROPERTY, CREATING HAZARDOUS OR OFFENSIVE CONDITIONS, KEEPING A DISORDERLY HOUSE, MAKING FALSE REPRESENTATIONS, AND FURNISHING ALCOHOL TO A MINOR; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

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

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

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

WHEREAS, adding certain violations to the ordinances would provide the Police Department and Municipal Court greater discretion to issue citations for violations of city ordinances rather than levy state level charges; and

WHEREAS, the City Council deems it appropriate to amend Chapter 30 of the City Code to add provisions for additional violations;

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

Section 1: Section 30-9 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-9 to read as follows:

Sec. 30-9. Destruction of property.

(a) Public property.

1. It shall be unlawful for any person to willfully damage, destroy, mar, deface, or vandalize any public property or property in the city.

2. It shall be unlawful for any unauthorized person to tamper with, to open, or to paint any equipment of the departments and bureaus of the city, including fire hydrants and water mains.

(b) Private property

1. It is unlawful for any person to vandalize, deface, or in any way alter the appearance or operation of any private property without the consent of the owner.

2. This subsection shall not be construed as affecting any remedy the private property owner may have at law.

Section 2: Section 30-10 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-10 to read as follows:

Sec. 30-10. Defacing Buildings.

It shall be unlawful for any person to write, paint, or draw upon, to carve any letter, word or design upon or deface in any way a wall, fence, public building, private building, institution of learning, place of worship, statue or monument within the city.

Section 3: Section 30-11 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-11 to read as follows:

Sec. 30-11. Unauthorized entry of occupied property.

(a) It shall be unlawful to enter upon the land or premises of another person or into any part of any vehicle, railroad car, aircraft, or watercraft of another person for an unlawful purpose.

(b) It shall be unlawful to enter upon the land or premises of another person or into any part of any vehicle, railroad car, aircraft, or watercraft of another person after receiving, prior to such entry, notice from the owner, rightful occupant, or, upon proper identification, an authorized representative of the owner or rightful occupant that such entry is forbidden or by the posting of a notice which is easily seen from a distance of at least fifty (50) feet that informs the public.

(c) It shall be unlawful to remain upon the land or premises of another person or within the vehicle, railroad car, aircraft, or watercraft of another person after receiving notice from the owner, rightful occupant, or, upon proper identification, an authorized representative of the owner or rightful occupant to depart.

(d) For the purposes of this section, permission to enter or invitation to enter given by a minor who is or is not present on or in the property of the minor's parent or guardian is not sufficient to allow lawful entry of another person upon the land, premises, vehicle, railroad car, aircraft, or watercraft owned or rightfully occupied by such minor's parent or guardian if such parent or guardian has previously given notice that such entry is forbidden or notice to depart.

Section 4: Section 30-12 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-12 to read as follows:

Sec. 30-12. Unauthorized entry of vacant property.

It shall be unlawful for any person to enter or to remain in a vacant or unoccupied building or on any portion of vacant land upon which such vacant building is located unless with the permission of an authorized agent of such property, provided such building or vacant property is

prominently marked by a posted notice, which is easily seen from a distance of at least 50 feet, that informs the public such property is vacant or unoccupied and unauthorized persons are prohibited from entering. Further, it shall be unlawful for any person to be on such property lines that are prominently marked by a fence, chain or other means and by a posted notice that communicates to the public that unauthorized persons are not allowed on such premises. Contemporaneously with the posting of such notice, a sworn authorization must be filed with the city police department, stating that persons without written permission on their person are not allowed on the property at a specified address; and any such trespasser will be prosecuted by the police as the property's own agent.

Section 5: Section 30-13 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-13 to read as follows:

Sec. 30-13. Creating hazardous or offensive conditions.

No person shall create a hazardous or physically offensive condition by an act which serves no legitimate purpose.

Section 6: Section 30-14 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-14 to read as follows:

Sec. 30-14. Disorderly house.

(a) No person who is an owner, occupant, tenant, or otherwise has rightful possession or possessory control of any premises shall keep a disorderly house in a residentially zoned area within the city.

(b) A disorderly house shall mean, except where the context clearly indicates a different meaning, any house, room, building, dwelling, place, establishment or other premises in which actions or conduct occurs in violation of law or ordinances relating to:

1. Alcohol regulations.
2. Gambling.
3. Prostitution or solicitation to vice.
4. Sale, possession, or use of drugs or controlled substances as defined by state law.
5. Disorderly conduct as defined by city ordinance.
6. Public nuisance as defined by city ordinance.
7. Any other unlawful conduct or pattern of unlawful conduct pursuant to city ordinances.

Section 7: Section 30-15 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-15 to read as follows:

Sec. 30-15. False representations to police or any city department.

It shall be unlawful for any person, knowingly and willfully and with intent thereby to mislead, either on such person's own behalf or on behalf of others, as principal or as agent, to make or file orally or in writing any false representations of fact to any city police officer or to any department of the city government.

Section 8: Section 30-16 of the Code of the City of Alpharetta, Georgia, which is currently reserved, is hereby amended by inserting a new Section 30-16 to read as follows:

Sec. 30-16. Furnishing to, purchasing by or possession by a person under 21 years of age.

(a) Except as otherwise authorized by law:

1. No person, directly or through another person, shall furnish, cause to be furnished or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age.
2. No person under 21 years of age shall purchase, drink or knowingly possess any alcoholic beverage.
3. No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage.
4. No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age.
5. No person under 21 years of age shall misrepresent such person's identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.
6. No person shall keep or maintain a place where persons under 21 years of age are allowed and permitted to come and purchase, drink or possess any alcoholic beverage.

(b) The prohibitions contained in subsections (a)(1), (a)(2), (a)(4), and (a)(6) of this section shall not apply with respect to the sale, purchase or possession of alcoholic beverages for consumption:

1. For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state; or
2. At a religious ceremony.

(c) The prohibitions contained in subsections (a)(1), (a)(2), (a)(4), and (a)(6) of this section shall not apply with respect to the possession of alcoholic beverages for consumption by a person under 21 years of age when the parent or guardian of the person under 21 years of age gives the alcoholic beverage to the person and when possession is in the home of the parent or guardian and such parent or guardian is present.

(d) The prohibition contained in subsection (a)(1) of this section shall not apply with respect to sale of alcoholic beverages by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and includes, without being limited to, a passport, military identification card, driver's license or an identification card authorized under O.C.G.A. §§ 40-5-100—40-5-104. The term "proper identification" shall not include a birth certificate.

(e) If such conduct is not otherwise prohibited pursuant to O.C.G.A. § 3-3-24, nothing contained in this section shall be construed to prohibit any person under 21 years of age from:

1. Dispensing, serving, selling or handling alcoholic beverages as a part of employment in any licensed establishments;
2. Being employed in any establishment in which alcoholic beverages are distilled or manufactured; or

3. Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment.

(f) Testimony by any person under 21 years of age, when given in an administrative or judicial proceeding against another person for violation of any provision of this section, shall not be used as an admission in any administrative or judicial proceedings brought against such testifying person under 21 years of age.

Section 9: Secs. 30-17 – 30-32 of the Code of the City of Alpharetta, Georgia shall remain as Reserved.

Section 10: It is the intention of Council, and it is hereby ordained by the authority of Council, that the provisions of this Ordinance shall become and be made a part of the Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 11: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 12: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 13: This Ordinance shall be effective immediately upon its adoption by the City Council.

SO ORDAINED, the _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald F. Mitchell

_____
Brian Will

Douglas J. Derito

John Hipes

Jason Binder

Dan Merkel

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

Melissa Tracy, City Attorney

STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Resolution to Authorize Eminent Domain - 0 Webb Bridge Road, Alpharetta, Georgia 30005
Consideration of 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 0 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel 21 555012410196) 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 0 Webb Bridge Road, Alpharetta, Georgia (Tax Parcel No.: 21 555012410196) 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

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 property within the City of Alpharetta, Georgia. 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 0 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 555012410196) 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.	Resolution - WBR Parcel 1
2.	Exhibit A - WBR Parcel 1
3.	Order Authorizing Condemnation Action - WBR Parcel 1

RESOLUTION NO._____

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 0 WEBB BRIDGE ROAD ALPHARETTA, GA. 30005 (TAX PARCEL 21 555012410196) FOR RIGHT OF WAY FOR 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 Webb Bridge Holdings, LLC, a Georgia limited liability company, located at 0 Webb Bridge Road Alpharetta, GA. 30005 (Tax Parcel No.: 21 555012410196) within the City of Alpharetta, Georgia (reference: **Project Parcel 01 (Phase III)),** 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 0 Webb Bridge Road Alpharetta, GA. 30005 (Tax Parcel No.: 21 555012410195) 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

_____
Priya Patel, City Attorney

1/27/2023
USER:PhillipsJ

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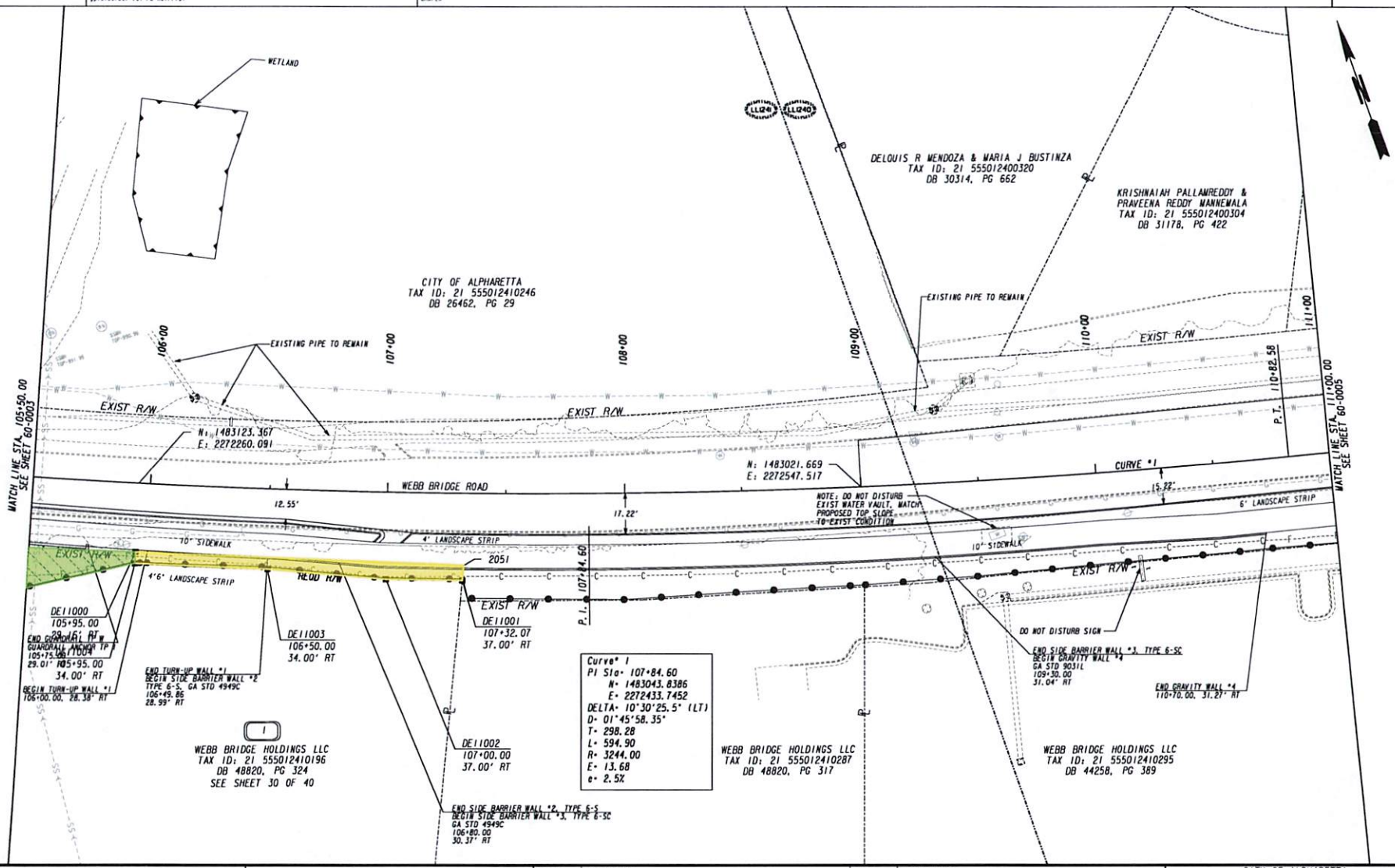


EXHIBIT A

PROPERTY AND EXISTING R/W LINE	P
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	C 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

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
1/27/23	ADDED PARCEL LINE AND REVISED PARCEL DESCRIPTION		

CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP

COUNTY: FULTON
LAND LOT NO: 1241, 1240
LAND DISTRICT: 06
GMD: 1176
DATE: 10/14/2021 SH 04 OF 40

DRAWING No.
60-0004

PARCEL 1 WEBB BRIDGE HOLDINGS LLC REQ'D R/W DE100

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD
	138.88	S 68°26'57.6" E	
2051	30.59 R	107+32.62	WEBB BRIDGE ROAD
	6.44	S 24°39'48.1" W	
DE11001	37.00 R	107+32.07	WEBB BRIDGE ROAD
	32.44	N 69°57'33.7" W	
DE11002	37.00 R	107+00.00	WEBB BRIDGE ROAD
	50.64	N 65°50'17.1" W	
DE11003	34.00 R	106+50.00	WEBB BRIDGE ROAD
	55.58	N 68°18'26.3" W	
DE11004	34.00 R	105+95.00	WEBB BRIDGE ROAD
	4.84	N 22°10'42.3" E	
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD

REQD R/W = 805.82 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 1.3 ACRES

PARCEL 1 WEBB BRIDGE HOLDINGS LLC REQ'D TEMP. EASM'T. DE101

PNT	OFFSET/	STATION/	ALIGNMENT
2047	30.26 R	105+39.50	WEBB BRIDGE ROAD
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD
DE11004	34.00 R	105+95.00	WEBB BRIDGE ROAD
DE20191	54.00 R	105+27.14	WEBB BRIDGE ROAD
2047	30.26 R	105+39.50	WEBB BRIDGE ROAD

REQD EASMT AREA = 821.09 SF

PARCEL 2 GARRY & KAREN KING REQ'D R/W DE200

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20094	51.00 L	115+21.43	WEBB BRIDGE ROAD
	25.57	S 76°26'00.0" E	
DE20095	51.00 L	115+47.00	WEBB BRIDGE ROAD
	8.29	S 39°20'26.0" E	
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD
	12.36	S 44°47'25.9" W	
2475	35.43 L	115+47.20	WEBB BRIDGE ROAD
	21.76	N 76°19'54.7" W	
2474	35.47 L	115+25.44	WEBB BRIDGE ROAD
	16.04	N 0°55'08.1" W	
DE20094	51.00 L	115+21.43	WEBB BRIDGE ROAD

REQD R/W = 418.97 SF
REQD R/W = 0.010 ACRES
REMAINDER = +/- 0.44 ACRES

PARCEL 3 FERDINAND BURNS III & JEAN BETTY REQ'D TEMP. EASM'T.
TRACT 1 DE300

PNT	OFFSET/	STATION/	ALIGNMENT
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD
DE20097	35.38 L	115+66.00	WEBB BRIDGE ROAD
2475	35.43 L	115+47.20	WEBB BRIDGE ROAD
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD

REQD EASMT AREA = 99.51 SF

PARCEL 3 FERDINAND BURNS III & JEAN BETTY REQ'D TEMP. EASM'T.
TRACT 2 DE301

PNT	OFFSET/	STATION/	ALIGNMENT
DE20098	34.79 L	117+90.00	WEBB BRIDGE ROAD
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD
2476	34.76 L	118+01.20	WEBB BRIDGE ROAD
DE20098	34.79 L	117+90.00	WEBB BRIDGE ROAD

REQD EASMT AREA = 29.27 SF

PARCEL 3 FERDINAND BURNS III & JEAN BETTY

TESMT TRACT 1 = 99.51 SF
TESMT TRACT 2 = 29.27 SF
TOTAL AREA = 128.78 SF

PARCEL 4 THE HARDISON LIVING TRUST REQ'D TEMP. EASM'T.
DE400

PNT	OFFSET/	STATION/	ALIGNMENT
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD
DE20100	42.00 L	118+23.00	WEBB BRIDGE ROAD
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD
2477	34.64 L	118+47.21	WEBB BRIDGE ROAD
2476	34.76 L	118+01.20	WEBB BRIDGE ROAD
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD

REQD EASMT AREA = 305.88 SF

PARCEL 5 REQD SMIR A SHASH & ZUBEDA IDRIS REQ'D R/W DE500

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2060	24.53 R	112+78.55	WEBB BRIDGE ROAD
	566.20	S 76°26'15.5" E	
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD
	9.69	S 2°28'25.6" W	
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
	101.61	N 76°26'00.0" W	
DE11007	34.00 R	117+45.00	WEBB BRIDGE ROAD
	1.50	N 13°34'00.0" E	
DE11008	32.50 R	117+45.00	WEBB BRIDGE ROAD
	465.46	N 76°26'00.0" W	
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD
	8.03	N 6°21'40.7" E	
2060	24.53 R	112+78.55	WEBB BRIDGE ROAD

REQD R/W = 4677.09 SF
REQD R/W = 0.107 ACRES
REMAINDER = +/- 5.5 ACRES

PARCEL 5 REQD SMIR A SHASH & ZUBEDA IDRIS REQ'D TEMP. EASM'T.
DE501

PNT	OFFSET/	STATION/	ALIGNMENT
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD
DE11008	32.50 R	117+45.00	WEBB BRIDGE ROAD
DE11007	34.00 R	117+45.00	WEBB BRIDGE ROAD
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
DE20006	38.00 R	118+47.39	WEBB BRIDGE ROAD
DE20005	38.00 R	117+50.00	WEBB BRIDGE ROAD
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD
DE20003	50.00 R	116+50.00	WEBB BRIDGE ROAD
DE20002	68.00 R	115+50.00	WEBB BRIDGE ROAD
DE20001	68.00 R	113+75.00	WEBB BRIDGE ROAD
DE20000	41.00 R	112+80.60	WEBB BRIDGE ROAD
2053	38.70 R	112+80.32	WEBB BRIDGE ROAD
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD

REQD EASMT AREA = 12909.30 SF

PARCEL 5 REQD SMIR A SHASH & ZUBEDA IDRIS REQ'D DRWY. EASM'T.
DE502

PNT	OFFSET/	STATION/	ALIGNMENT
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD
DE20005	38.00 R	117+50.00	WEBB BRIDGE ROAD
DE30002	38.00 R	117+87.50	WEBB BRIDGE ROAD
DE30001	65.00 R	117+87.50	WEBB BRIDGE ROAD
DE30000	65.00 R	117+75.00	WEBB BRIDGE ROAD
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD

PARCEL 6 LUCIANO M CHETAN REQ'D TEMP. EASM'T. DE600

PNT	OFFSET/	STATION/	ALIGNMENT
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD
DE20102	40.00 L	119+00.00	WEBB BRIDGE ROAD
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD
2478	32.85 L	120+99.36	WEBB BRIDGE ROAD
2477	34.64 L	118+47.21	WEBB BRIDGE ROAD
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD

REQD EASMT AREA = 1467.18 SF

PARCEL 6 LUCIANO M CHETAN REQ'D DRWY. EASM'T. DE601

PNT	OFFSET/	STATION/	ALIGNMENT
DE30004	50.00 L	118+55.00	WEBB BRIDGE ROAD
DE30005	50.00 L	118+80.00	WEBB BRIDGE ROAD
DE30006	40.10 L	118+80.00	WEBB BRIDGE ROAD
DE30003	40.05 L	118+55.00	WEBB BRIDGE ROAD
DE30004	50.00 L	118+55.00	WEBB BRIDGE ROAD

PARCEL 7 JEFFREY L FREDERICKS REQ'D R/W DE700

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11068	50.80 L	121+38.31	WEBB BRIDGE ROAD
	20.00	S 81°45'45.0" E	
DE11069	50.80 L	121+58.62	WEBB BRIDGE ROAD
	16.19	S 8°06'03.0" W	
DE11070	34.61 L	121+58.61	WEBB BRIDGE ROAD
	20.00	N 83°08'12.1" W	
DE11067	34.13 L	121+38.40	WEBB BRIDGE ROAD
	16.67	N 8°06'03.0" E	
DE11068	50.80 L	121+38.31	WEBB BRIDGE ROAD

REQD R/W = 328.55 SF
REQD R/W = 0.008 ACRES
REMAINDER = +/- 0.64 ACRES

PARCEL 7 JEFFREY L FREDERICKS REQ'D TEMP. EASM'T. TRACT 1
DE701

PNT	OFFSET/	STATION/	ALIGNMENT
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD
DE20104	42.00 L	121+38.36	WEBB BRIDGE ROAD
DE11067	34.13 L	121+38.40	WEBB BRIDGE ROAD
2478	32.85 L	120+99.36	WEBB BRIDGE ROAD
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD

REQD EASMT AREA = 300.19 SF

PARCEL 7 JEFFREY L FREDERICKS REQ'D TEMP. EASM'T. TRACT 2
DE702

PNT	OFFSET/	STATION/	ALIGNMENT
DE20105	42.00 L	121+58.62	WEBB BRIDGE ROAD
DE20106	42.00 L	122+23.41	WEBB BRIDGE ROAD
2479	35.31 L	122+22.57	WEBB BRIDGE ROAD
DE11070	34.61 L	121+58.61	WEBB BRIDGE ROAD
DE20105	42.00 L	121+58.62	WEBB BRIDGE ROAD

REQD EASMT AREA = 447.74 SF

PARCEL 7 JEFFREY L FREDERICKS

TESMT TRACT 1 = 300.19 SF
TESMT TRACT 2 = 447.74 SF
TOTAL AREA = 747.93 SF

PARCEL 8 FULTON COUNTY BOARD OF EDUCATION REQ'D R/W DE800

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD
ARC LENGTH = 333.18			
CHORD BEAR = S 79°05'11.9" E			
LNTH CHORD = 333.00			
RADIUS = 2686.99			
DEGREE = 1°59'04.6"			
2089	25.83 R	121+75.34	WEBB BRIDGE ROAD
	222.46	S 82°25'29.4" E	
2093	26.51 R	123+97.33	WEBB BRIDGE ROAD
	290.95	S 82°50'57.4" E	
2098	30.53 R	126+88.27	WEBB BRIDGE ROAD
	141.47	S 82°47'18.4" E	
2105	31.66 R	128+29.73	WEBB BRIDGE ROAD
	142.90	S 82°40'25.4" E	
2116	33.09 R	129+72.63	WEBB BRIDGE ROAD
	122.73	S 82°47'23.4" E	
2118	34.07 R	130+95.35	WEBB BRIDGE ROAD
	119.49	S 80°24'58.9" E	
2119	35.05 R	132+18.46	WEBB BRIDGE ROAD
	4.52	S 2°41'38.7" W	
DE11009	39.50 R	132+19.27	WEBB BRIDGE ROAD
ARC LENGTH = 96.30			
CHORD BEAR = N 80°16'54.0" W			
LNTH CHORD = 96.26			
RADIUS = 930.30			
DEGREE = 6°09'31.9"			
DE11010	39.50 R	131+18.89	WEBB BRIDGE ROAD
	113.89	N 83°14'49.6" W	
DE11011	39.50 R	130+05.00	WEBB BRIDGE ROAD
	65.51	S 60°45'27.6" W	
DE11012	78.00 R	129+52.00	WEBB BRIDGE ROAD
	117.00	N 83°14'49.6" W	
DE11013	78.00 R	128+35.00	WEBB BRIDGE ROAD
	26.91	N 41°15'35.6" W	
DE11014	60.00 R	128+15.00	WEBB BRIDGE ROAD
	27.73	N 57°36'22.0" W	
DE11015	48.00 R	127+90.00	WEBB BRIDGE ROAD
	150.00	N 83°14'49.6" W	
DE11016	48.00 R	126+40.00	WEBB BRIDGE ROAD
	100.55	N 77°15'10.8" W	
DE11017	37.50 R	125+40.00	WEBB BRIDGE ROAD
	190.00	N 83°14'49.6" W	
DE11018	37.50 R	123+50.00	WEBB BRIDGE ROAD
	118.14	N 80°34'43.0" W	
DE11019	32.00 R	122+32.00	WEBB BRIDGE ROAD
ARC LENGTH = 380.71			
CHORD BEAR = N 79°54'24.9" W			
LNTH CHORD = 380.50			
RADIUS = 3282.00			
DEGREE = 1°44'44.7"			
DE11020	32.00 R	118+55.00	WEBB BRIDGE ROAD
	2.01	S 13°24'58.5" W	
DE11021	34.01 R	118+55.00	WEBB BRIDGE ROAD
	8.47	N 76°26'00.0" W	
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
	9.69	N 2°28'25.6" E	
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD

REQD R/W = 17952.92 SF
REQD R/W = 0.412 ACRES
REMAINDER = +/- 49 ACRES

POND
Architects • Engineers • Planners

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: C1933
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT: 06
GMD
DATE: 10/14/2021 SH 30 OF 40
DRAWING NO. 60-0030

LEGAL DESCRIPTION

PROJECT NO.: Webb Bridge Road Bike & Pedestrian Improvements Project C1933
P.I. NO.: N/A
PARCEL NO.: 01 (Phase III)
DATE OF R/W PLANS: October 14, 2021
REVISION DATE: January 27, 2023

Required Right of Way

Being a strip or parcel of land running in, though, over and across the property now or formerly owned by **WEBB BRIDGE HOLDINGS, LLC, a Georgia limited liability company** as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 48820, Page 320, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lot 1241 of the 2nd District, 1st Section, of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 29.163 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+95.00 thence S 68°26'57.6" E a distance of 138.882 feet to a point 30.588 feet right of DE1 - WEBB BRIDGE ROAD at Station 107+32.62 thence S 24°39'48.1" W a distance of 6.436 feet to a point 37.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 107+32.07 thence N 69°57'33.7" W a distance of 32.438 feet to a point 37.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 107+00.00 thence N 65°50'17.1" W a distance of 50.636 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 106+50.00 thence N 68°18'26.3" W a distance of 55.576 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+95.00 thence N 22°10'42.3" E a distance of 4.837 feet to a point 29.163 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+95.00 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.02 acres (805.821 sq. ft.)

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 30.256 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+39.50 thence S 68°26'57.6" E a distance of 56.021 feet to a point 29.163 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+95.00 thence S 22°10'42.3" W a distance of 4.837 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+95.00 thence N 83°26'08.5" W a distance of 71.626 feet to a point 54.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+27.14 thence N 51°03'44.0" E a distance of 26.840 feet to a point 30.256 feet right of DE1 - WEBB BRIDGE ROAD at Station 105+39.50 and the
POINT OF BEGINNING.

The above-described parcel contains ± 0.02 acres (821.095 sq. ft.)

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 $4,900.00 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:

_____
Priya M. Patel, City Attorney

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 555012410196, 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:	0.018 acres (821.09 square feet) of fee simple right of way; 821.09 square feet of temporary construction easement.
Owner(s):	Webb Bridge Holdings, LLC, a Georgia limited liability company.

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:

_____
Priya Patel, City Attorney

STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Resolution to Authorize Eminent Domain - 3973 Webb Bridge Road, Alpharetta, Georgia 30005
Consideration of 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 3973 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel 21 55512400163) 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 3973 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 55512400163) 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

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 property within the City of Alpharetta, Georgia. 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 3973 Webb Bridge Road, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 55512400163) 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.	Resolution - WBR Parcel 5
2.	Exhibit A - WBR Parcel 5
3.	Order Authorizing Condemnation- WBR Parcel 5

RESOLUTION NO._____

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 3973 WEBB BRIDGE ROAD ALPHARETTA, GA. 30005 (TAX PARCEL 21 55512400163) FOR RIGHT OF WAY FOR 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 Amir A. Shash and Zubeda Idris, located at 3973 Webb Bridge Road Alpharetta, GA. 30005 (Tax Parcel No.: 21 55512400163) within the City of Alpharetta, Georgia (reference: **Project Parcel 05),** 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 3973 Webb Bridge Road Alpharetta, GA. 30005 (Tax Parcel No.: 21 55512400163) 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

Priya Patel
_____
Priya Patel, City Attorney

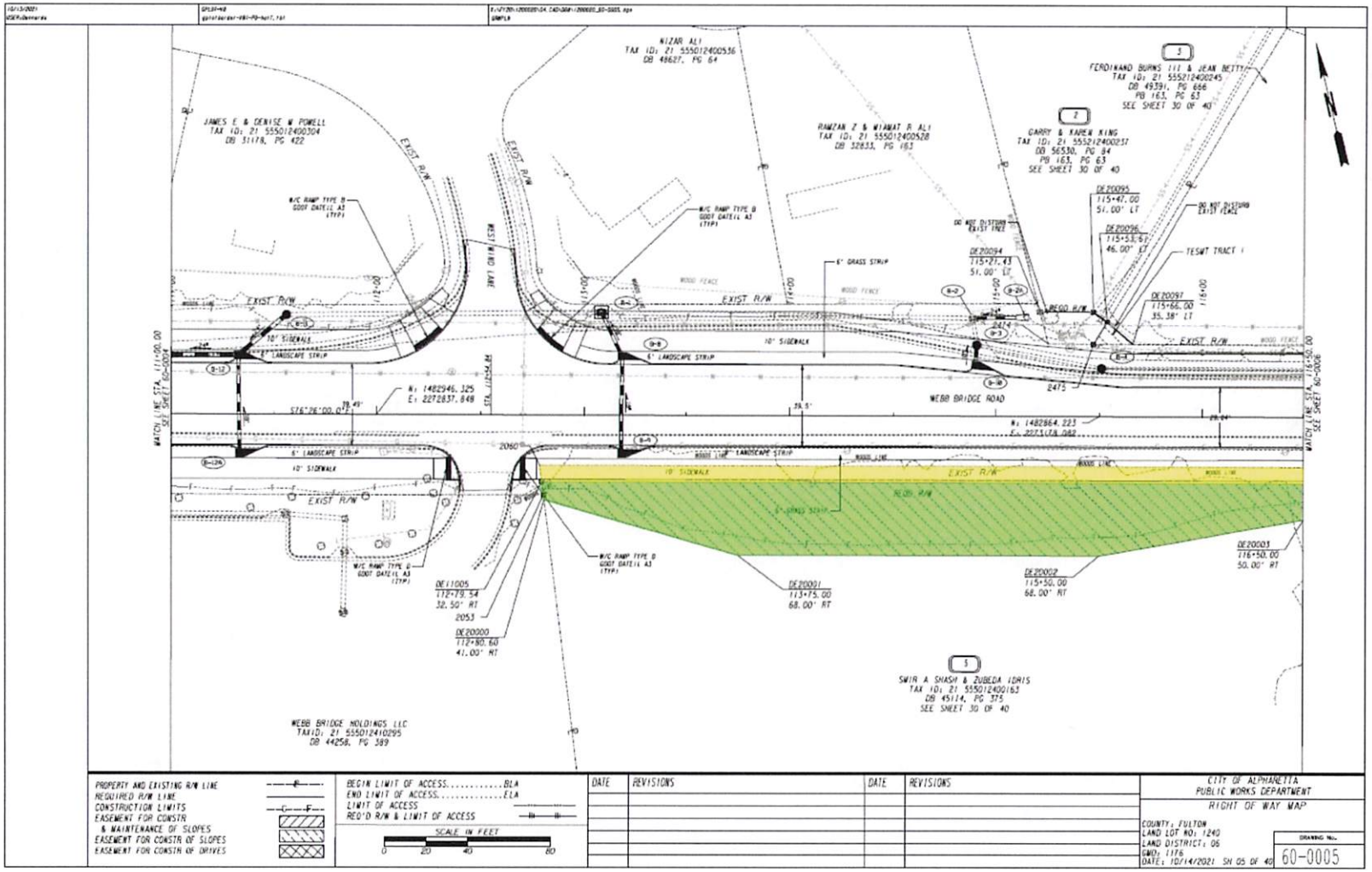
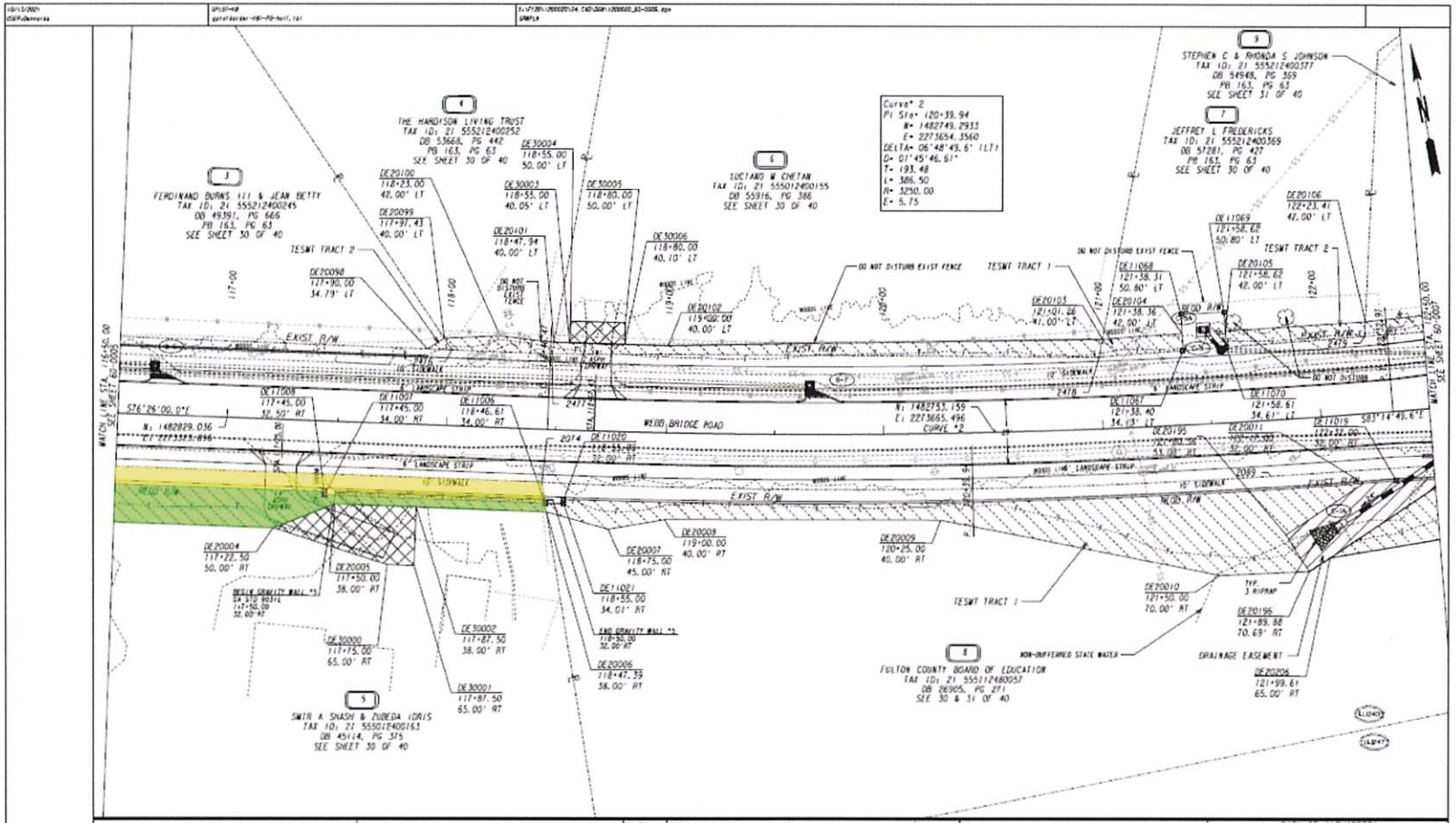

NIZAR ALI
TAX ID: 21 555012400536
DB 49627, PG 64
FERDINAND BURNS III & JEAN BETTY
TAX ID: 21 555212400245
DB 49391, PG 666
PB 163, PG 63
SEE SHEET 30 OF 40
JAMES E & DENISE W POWELL
TAX ID: 21 555012400304
DB 31178, PG 422
RAMZAN Z & WIAMAT R ALI
TAX ID: 21 555012400528
DB 32833, PG 163
GARRY & KAREW KING
TAX ID: 21 555212400257
DB 56530, PG 84
PB 163, PG 63
SEE SHEET 30 OF 40
EXIST R/W
W/C RAMP TYPE B
GDOT DETAIL A3
(TYP)
JOINT DRIVEWAY
6' GRASS STRIP
DE20095
115+47.00
51.00' LT
DE20096
115+53.67
46.00' LT
DE20094
115+27.43
51.00' LT
DE20097
115+66.00
35.38' LT
TESWT TRACT 1
DO NOT DISTURB
EXIST FENCE
WOOD FENCE
REQD R/W
10' SIDEWALK
6' LANDSCAPE STRIP
WEBB BRIDGE ROAD
N: 1482946.325
E: 2272837.848
N: 1482864.223
E: 2271178.082
STA. 112+54.84
WATCH LINE STA. 111+00.00
SEE SHEET 60-0004
WATCH LINE STA. 116+50.00
SEE SHEET 60-0006
DE11005
112+79.54
32.50' RT
DE20000
112+80.60
41.00' RT
DE20001
113+75.00
68.00' RT
DE20002
115+50.00
68.00' RT
DE20003
116+50.00
50.00' RT
SWIR A SHASH & ZUBEDA IDRIS
TAX ID: 21 555012400163
DB 45114, PG 375
SEE SHEET 30 OF 40
WEBB BRIDGE HOLDINGS LLC
TAX ID: 21 555012410295
DB 44258, PG 389
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
SCALE IN FEET
0 20 40 80
DATE
REVISIONS
CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
COUNTY: FULTON
LAND LOT NO: 1240
LAND DISTRICT: 05
GMD: 1176
DATE: 10/14/2021 SH 05 OF 40
DRAWING No.
60-0005

EXHIBIT A


Curve# 2
PI Sta= 120+39.94
N= 1482749.2933
E= 2273654.3560
DELTA= 06°48'49.6" (LT)
D= 01°45'46.61"
T= 193.48
L= 386.50
R= 3250.00
E= 5.75
FERDINAND BURNS III & JEAN BETTY
TAX ID: 21 555212400245
DB 49391, PG 666
PB 163, PG 63
SEE SHEET 30 OF 40
THE HARDISON LIVING TRUST
TAX ID: 21 555212400252
DB 53668, PG 442
PB 163, PG 63
SEE SHEET 30 OF 40
LUCIANO W CHETAN
TAX ID: 21 555012400155
DB 55916, PG 386
SEE SHEET 30 OF 40
STEPHEN C & RHONDA S JOHNSON
TAX ID: 21 555212400377
DB 54948, PG 369
PB 163, PG 63
SEE SHEET 31 OF 40
JEFFREY L FREDERICKS
TAX ID: 21 555212400369
DB 57281, PG 427
PB 163, PG 63
SEE SHEET 30 OF 40
SMIR A. SNASH & ZUBEDA IDRIS
TAX ID: 21 555012400163
DB 45114, PG 375
SEE SHEET 30 OF 40
FULTON COUNTY BOARD OF EDUCATION
TAX ID: 21 555112480057
DB 26905, PG 271
SEE 30 & 31 OF 40
TESMT TRACT 1
TESMT TRACT 2
DO NOT DISTURB EXIST FENCE
EXIST. R/W
WEBB BRIDGE ROAD
10' SIDEWALK
8' LANDSCAPE STRIP
REQ'D R/W
NON-BUFFERED STATE WATER
DRAINAGE EASEMENT
TYP. 3 RIPRAP
BEGIN GRAVITY WALL #5
END GRAVITY WALL #5
N: 1482829.036
E: 2273353.896
N: 1482753.159
E: 2273665.496
CURVE #2
S76°26'00.0"E
S83°14'49.6"E
MATCH LINE STA. 16+46.00
SEE SHEET 60-0005
MATCH LINE STA. 22+00.00
SEE SHEET 60-0007
DE20004 117+22.50 50.00' RT
DE20005 117+50.00 38.00' RT
DE30000 117+75.00 65.00' RT
DE30001 117+87.50 65.00' RT
DE30002 117+87.50 38.00' RT
DE20006 118+47.39 38.00' RT
DE20007 118+75.00 45.00' RT
DE20008 119+00.00 40.00' RT
DE20009 120+25.00 40.00' RT
DE20010 121+50.00 70.00' RT
DE20196 121+89.88 70.69' RT
DE20206 121+99.61 65.00' RT
DE11021 118+55.00 34.01' RT
DE11020 118+55.00 32.00' RT
DE11006 118+46.61 34.00' RT
DE11007 117+45.00 34.00' RT
DE11008 117+45.00 32.50' RT
DE20098 117+90.00 34.79' LT
DE20099 117+97.43 40.00' LT
DE20100 118+23.00 42.00' LT
DE30004 118+55.00 50.00' LT
DE30003 118+55.00 40.05' LT
DE20101 118+47.94 40.00' LT
DE30005 118+80.00 50.00' LT
DE30006 118+80.00 40.10' LT
DE20102 119+00.00 40.00' LT
DE20103 121+01.26 41.00' LT
DE11068 121+38.31 50.80' LT
DE20104 121+38.36 42.00' LT
DE11069 121+58.62 50.80' LT
DE20105 121+58.62 42.00' LT
DE20106 122+23.41 42.00' LT
DE11061 121+58.40 34.13' LT
DE11070 121+58.61 34.61' LT
DE20195 121+83.56 53.00' RT
DE20011 122+05.00 32.00' RT
DE11019 122+32.00 32.00' RT
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
SCALE IN FEET
0 20 40 80
DATE
REVISIONS
CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
COUNTY: FULTON
LAND LOT NO: 1240, 1247
LAND DISTRICT: 06
GMD: 1176
DATE: 10/14/2021 SH 06 OF 40
DRAWING No.
60-0006

PARCEL 1 WEBB BRIDGE HOLDINGS LLC REQ'D R/W DE100

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD
	138.88	S 68°26'57.6" E	
2051	30.59 R	107+32.62	WEBB BRIDGE ROAD
	6.44	S 24°39'48.1" W	
DE11001	37.00 R	107+32.07	WEBB BRIDGE ROAD
	32.44	N 69°57'33.7" W	
DE11002	37.00 R	107+00.00	WEBB BRIDGE ROAD
	50.64	N 65°50'17.1" W	
DE11003	34.00 R	106+50.00	WEBB BRIDGE ROAD
	55.58	N 68°18'26.3" W	
DE11004	34.00 R	105+95.00	WEBB BRIDGE ROAD
	4.84	N 22°10'42.3" E	
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD

REQD R/W - 805.82 SF
REQD R/W - 0.018 ACRES
REMAINDER - +/- 1.3 ACRES

PARCEL 1 WEBB BRIDGE HOLDINGS LLC REQ'D TEMP. EASM'T. DE101

PNT	OFFSET/	STATION/	ALIGNMENT
2047	30.26 R	105+39.50	WEBB BRIDGE ROAD
DE11000	29.16 R	105+95.00	WEBB BRIDGE ROAD
DE11004	34.00 R	105+95.00	WEBB BRIDGE ROAD
DE20191	54.00 R	105+27.14	WEBB BRIDGE ROAD
2047	30.26 R	105+39.50	WEBB BRIDGE ROAD

REQD EASMT AREA - 821.09 SF

PARCEL 2 CARRY & KAREN KING REQ'D R/W DE200

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20094	51.00 L	115+21.43	WEBB BRIDGE ROAD
	25.57	S 76°26'00.0" E	
DE20095	51.00 L	115+47.00	WEBB BRIDGE ROAD
	8.29	S 39°20'26.0" E	
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD
	12.36	S 44°47'25.9" W	
2475	35.43 L	115+47.20	WEBB BRIDGE ROAD
	21.76	N 76°19'54.7" W	
2474	35.47 L	115+25.44	WEBB BRIDGE ROAD
	16.04	N 0°55'08.1" W	
DE20094	51.00 L	115+21.43	WEBB BRIDGE ROAD

REQD R/W - 418.97 SF
REQD R/W - 0.010 ACRES
REMAINDER - +/- 0.44 ACRES

PARCEL 3 FERDINAND BURNS III & JEAN BETTY REQ'D TEMP. EASM'T. TRACT 1 DE300

PNT	OFFSET/	STATION/	ALIGNMENT
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD
DE20097	35.38 L	115+66.00	WEBB BRIDGE ROAD
2475	35.43 L	115+47.20	WEBB BRIDGE ROAD
DE20096	46.00 L	115+53.61	WEBB BRIDGE ROAD

REQD EASMT AREA - 99.51 SF

PARCEL 3 FERDINAND BURNS III & JEAN BETTY REQ'D TEMP. EASM'T. TRACT 2 DE301

PNT	OFFSET/	STATION/	ALIGNMENT
DE20098	34.79 L	117+90.00	WEBB BRIDGE ROAD
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD
2476	34.76 L	118+01.20	WEBB BRIDGE ROAD
DE20098	34.79 L	117+90.00	WEBB BRIDGE ROAD

REQD EASMT AREA - 29.27 SF

PARCEL 3 FERDINAND BURNS III & JEAN BETTY
TESMT TRACT 1 - 99.51 SF
TESMT TRACT 2 - 29.27 SF
TOTAL AREA - 128.78 SF

PARCEL 4 THE HARDISON LIVING TRUST REQ'D TEMP. EASM'T. DE400

PNT	OFFSET/	STATION/	ALIGNMENT
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD
DE20100	42.00 L	118+23.00	WEBB BRIDGE ROAD
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD
2477	34.64 L	118+47.21	WEBB BRIDGE ROAD
2476	34.76 L	118+01.20	WEBB BRIDGE ROAD
DE20099	40.00 L	117+97.43	WEBB BRIDGE ROAD

REQD EASMT AREA - 305.88 SF

PARCEL 5 REQD SWIR A SHASH & ZUBEDA IDRIS REQ'D R/W DE500

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2060	24.53 R	112+78.55	WEBB BRIDGE ROAD
	566.20	S 76°26'15.5" E	
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD
	9.69	S 2°28'25.6" W	
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
	101.61	N 76°26'00.0" W	
DE11007	34.00 R	117+45.00	WEBB BRIDGE ROAD
	1.50	N 13°34'00.0" E	
DE11008	32.50 R	117+45.00	WEBB BRIDGE ROAD
	465.46	N 76°26'00.0" W	
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD
	8.03	N 6°27'40.7" E	
2060	24.53 R	112+78.55	WEBB BRIDGE ROAD

REQD R/W - 4677.05 SF
REQD R/W - 0.107 ACRES
REMAINDER - +/- 5.5 ACRES

PARCEL 5 REQD SWIR A SHASH & ZUBEDA IDRIS REQ'D TEMP. EASM'T. DE501

PNT	OFFSET/	STATION/	ALIGNMENT
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD
DE11008	32.50 R	117+45.00	WEBB BRIDGE ROAD
DE11007	34.00 R	117+45.00	WEBB BRIDGE ROAD
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
DE20006	38.00 R	118+47.39	WEBB BRIDGE ROAD
DE20005	38.00 R	117+50.00	WEBB BRIDGE ROAD
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD
DE20003	50.00 R	116+50.00	WEBB BRIDGE ROAD
DE20002	68.00 R	115+50.00	WEBB BRIDGE ROAD
DE20001	68.00 R	113+75.00	WEBB BRIDGE ROAD
DE20000	41.00 R	112+80.60	WEBB BRIDGE ROAD
2053	38.70 R	112+80.32	WEBB BRIDGE ROAD
DE11005	32.50 R	112+79.54	WEBB BRIDGE ROAD

REQD EASMT AREA - 12905.30 SF

PARCEL 5 REQD SWIR A SHASH & ZUBEDA IDRIS REQ'D DRWY. EASM'T. DE502

PNT	OFFSET/	STATION/	ALIGNMENT
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD
DE20005	38.00 R	117+50.00	WEBB BRIDGE ROAD
DE30002	38.00 R	117+87.50	WEBB BRIDGE ROAD
DE30001	65.00 R	117+87.50	WEBB BRIDGE ROAD
DE30000	65.00 R	117+75.00	WEBB BRIDGE ROAD
DE20004	50.00 R	117+22.50	WEBB BRIDGE ROAD

PARCEL 6 LUCIANO W CHETAN REQ'D TEMP. EASM'T. DE600

PNT	OFFSET/	STATION/	ALIGNMENT
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD
DE20102	40.00 L	119+00.00	WEBB BRIDGE ROAD
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD
2478	32.85 L	120+99.36	WEBB BRIDGE ROAD
2477	34.64 L	118+47.21	WEBB BRIDGE ROAD
DE20101	40.00 L	118+47.94	WEBB BRIDGE ROAD

REQD EASMT AREA - 1467.18 SF

PARCEL 6 LUCIANO W CHETAN REQ'D DRWY. EASM'T. DE601

PNT	OFFSET/	STATION/	ALIGNMENT
DE30004	50.00 L	118+55.00	WEBB BRIDGE ROAD
DE30005	50.00 L	118+80.00	WEBB BRIDGE ROAD
DE30006	40.10 L	118+80.00	WEBB BRIDGE ROAD
DE30003	40.05 L	118+55.00	WEBB BRIDGE ROAD
DE30004	50.00 L	118+55.00	WEBB BRIDGE ROAD

PARCEL 7 JEFFREY L FREDERICKS REQ'D R/W DE700

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11068	50.80 L	121+38.31	WEBB BRIDGE ROAD
	20.00	S 81°45'45.0" E	
DE11069	50.80 L	121+58.62	WEBB BRIDGE ROAD
	16.19	S 8°06'03.0" W	
DE11070	34.61 L	121+58.61	WEBB BRIDGE ROAD
	20.00	N 83°08'12.1" W	
DE11067	34.13 L	121+38.40	WEBB BRIDGE ROAD
	16.67	N 8°06'03.0" E	
DE11068	50.80 L	121+38.31	WEBB BRIDGE ROAD

REQD R/W - 328.55 SF
REQD R/W - 0.008 ACRES
REMAINDER - +/- 0.64 ACRES

PARCEL 7 JEFFREY L FREDERICKS REQ'D TEMP. EASM'T. TRACT 1 DE701

PNT	OFFSET/	STATION/	ALIGNMENT
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD
DE20104	42.00 L	121+38.36	WEBB BRIDGE ROAD
DE11067	34.13 L	121+38.40	WEBB BRIDGE ROAD
2478	32.85 L	120+99.36	WEBB BRIDGE ROAD
DE20103	41.00 L	121+01.26	WEBB BRIDGE ROAD

REQD EASMT AREA - 300.19 SF

PARCEL 7 JEFFREY L FREDERICKS REQ'D TEMP. EASM'T. TRACT 2 DE702

PNT	OFFSET/	STATION/	ALIGNMENT
DE20105	42.00 L	121+58.62	WEBB BRIDGE ROAD
DE20106	42.00 L	122+23.41	WEBB BRIDGE ROAD
2479	35.31 L	122+22.57	WEBB BRIDGE ROAD
DE11070	34.61 L	121+58.61	WEBB BRIDGE ROAD
DE20105	42.00 L	121+58.62	WEBB BRIDGE ROAD

REQD EASMT AREA - 447.74 SF

PARCEL 7 JEFFREY L FREDERICKS
TESMT TRACT 1 - 300.19 SF
TESMT TRACT 2 - 447.74 SF
TOTAL AREA - 747.93 SF

PARCEL 8 FULTON COUNTY BOARD OF EDUCATION REQ'D R/W DE800

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD
ARC LENGTH - 333.18			
CHORD BEAR - S 79°05'11.9" E			
LNTH CHORD - 333.00			
RADIUS - 2886.95			
DEGREE - 1°59'04.6"			
2089	25.83 R	121+75.34	WEBB BRIDGE ROAD
	222.46	S 82°25'29.4" E	
2093	28.51 R	123+97.33	WEBB BRIDGE ROAD
	290.95	S 82°50'57.4" E	
2098	30.53 R	126+88.27	WEBB BRIDGE ROAD
	141.47	S 82°47'18.4" E	
2105	31.66 R	128+29.73	WEBB BRIDGE ROAD
	142.90	S 82°40'25.4" E	
2116	33.09 R	129+72.63	WEBB BRIDGE ROAD
	122.73	S 82°47'23.4" E	
2118	34.07 R	130+95.35	WEBB BRIDGE ROAD
	119.49	S 80°24'58.9" E	
2119	35.05 R	132+18.46	WEBB BRIDGE ROAD
	4.52	S 2°41'38.7" W	
DE11009	39.50 R	132+19.27	WEBB BRIDGE ROAD
ARC LENGTH - 96.30			
CHORD BEAR - N 80°16'54.0" W			
LNTH CHORD - 96.26			
RADIUS - 930.50			
DEGREE - 6°09'31.9"			
DE11010	39.50 R	131+18.89	WEBB BRIDGE ROAD
	113.89	N 83°14'49.6" W	
DE11011	39.50 R	130+05.00	WEBB BRIDGE ROAD
	65.51	S 60°45'27.6" W	
DE11012	78.00 R	129+52.00	WEBB BRIDGE ROAD
	117.00	N 83°14'49.6" W	
DE11013	78.00 R	128+35.00	WEBB BRIDGE ROAD
	26.91	N 41°15'35.6" W	
DE11014	60.00 R	128+15.00	WEBB BRIDGE ROAD
	27.73	N 57°36'22.0" W	
DE11015	48.00 R	127+90.00	WEBB BRIDGE ROAD
	150.00	N 83°14'49.6" W	
DE11016	48.00 R	126+40.00	WEBB BRIDGE ROAD
	100.55	N 77°15'10.8" W	
DE11017	37.50 R	125+40.00	WEBB BRIDGE ROAD
	190.00	N 83°14'49.6" W	
DE11018	37.50 R	123+50.00	WEBB BRIDGE ROAD
	118.14	N 80°34'43.0" W	
DE11019	32.00 R	122+32.00	WEBB BRIDGE ROAD
ARC LENGTH - 380.71			
CHORD BEAR - N 79°54'24.9" W			
LNTH CHORD - 380.50			
RADIUS - 3282.00			
DEGREE - 1°44'44.7"			
DE11020	32.00 R	118+55.00	WEBB BRIDGE ROAD
	2.01	S 13°24'58.5" W	
DE11021	34.01 R	118+55.00	WEBB BRIDGE ROAD
	8.41	N 76°26'00.0" W	
DE11006	34.00 R	118+46.61	WEBB BRIDGE ROAD
	9.69	N 2°28'25.6" E	
2074	24.49 R	118+44.75	WEBB BRIDGE ROAD

REQD R/W - 17952.92 SF
REQD R/W - 0.412 ACRES
REMAINDER - +/- 49 ACRES

POND
Architects • Engineers • Planners

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: C1933
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT: 06
GMD
DATE: 10/14/2021 SH 30 OF 40
DRAWING NO. 60-0030

LEGAL DESCRIPTION

PROJECT NO.:	Webb Bridge Road Bike & Pedestrian Improvements Project C1933
P.I. NO.:	N/A
PARCEL NO.:	05
DATE OF R/W PLANS:	October 14, 2021
REVISION DATE:	N/A

Required Right of Way

Being a strip or parcel of land running in, though, over and across the property now or formerly owned by **SMIR A. SHASH AND ZEBUDA IDRIS** as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 44258, Page 389, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lots 1240 and 1247 of the 2nd District, 1st Section, of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 24.534 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+78.55 thence S 76°26'15.5" E a distance of 566.202 feet to a point 24.491 feet right of DE1 - WEBB BRIDGE ROAD at Station 118+44.75 thence S 2°28'25.6" W a distance of 9.690 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 118+46.61 thence N 76°26'00.0" W a distance of 101.615 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+45.00 thence N 13°34'00.0" E a distance of 1.500 feet to a point 32.500 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+45.00 thence N 76°26'00.0" W a distance of 465.458 feet to a point 32.500 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+79.54 thence N 6°27'40.7" E a distance of 8.028 feet to a point 24.534 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+78.55 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.11 acres (4677.095 sq. ft.)

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 32.500 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+79.54 thence S 76°26'00.0" E a distance of 465.458 feet to a point

32.500 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+45.00 thence S 13°34'00.0" W a distance of 1.500 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+45.00 thence S 76°26'00.0" E a distance of 101.615 feet to a point 34.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 118+46.61 thence S 2°28'25.6" W a distance of 4.076 feet to a point 38.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 118+47.39 thence N 76°26'00.0" W a distance of 97.399 feet to a point 38.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+50.00 thence S 79°59'28.1" W a distance of 30.003 feet to a point 50.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+22.50 thence N 76°26'00.0" W a distance of 72.501 feet to a point 50.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 116+50.00 thence N 86°38'14.3" W a distance of 101.607 feet to a point 68.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 115+50.00 thence N 76°26'00.0" W a distance of 175.000 feet to a point 68.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 113+75.00 thence N 60°28'18.0" W a distance of 98.184 feet to a point 41.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+80.60 thence N 6°27'40.7" E a distance of 2.313 feet to a point 38.705 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+80.32 thence N 6°27'40.7" E a distance of 6.253 feet to a point 32.500 feet right of DE1 - WEBB BRIDGE ROAD at Station 112+79.54 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.30 acres (12909.303 sq. ft.)

Temporary Driveway Easement

Beginning at a point 50.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+22.50 thence N 79°59'28.1" E a distance of 30.003 feet to a point 38.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+50.00 thence S 76°26'00.0" E a distance of 37.500 feet to a point 38.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+87.50 thence S 13°34'00.0" W a distance of 27.000 feet to a point 65.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+87.50 thence N 76°26'00.0" W a distance of 12.500 feet to a point 65.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+75.00 thence N 60°29'15.5" W a distance of 54.600 feet to a point 50.000 feet right of DE1 - WEBB BRIDGE ROAD at Station 117+22.50 and the POINT OF BEGINNING.

The above described parcel contains ± 0.03 acres (1196.235 sq. ft.)

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 $32,700.00 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:

_____
Priya M. Patel, City Attorney

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 55512400163, 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:	0.107 acres (4,677.09 square feet) of fee simple right of way; 12,909.30 square feet of temporary construction easement; one (1) driveway easement.
Owner(s):	Amir A. Shash and Zubeda Idris.

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:

_____
Priya Patel, City Attorney

STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 20, 2023

AGENDA ITEM:

Resolution to Authorize Eminent Domain - 212 Mossy Place, Alpharetta, Georgia 30005
Consideration of 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 212 Mossy Place, Alpharetta, Georgia 30005 (Tax Parcel 21 555212390396) 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 212 Mossy Place, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 555212390396) 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

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 property within the City of Alpharetta, Georgia. 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 212 Mossy Place, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 555212390396) 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.	Resolution - WBR Parcel 11
2.	Exhibit A - WBR Parcel 11
3.	Order Authorizing Condemnation - WBR Parcel 11

RESOLUTION NO._____

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 212 MOSSY PLACE ALPHARETTA, GA. 30005 (TAX PARCEL 21 555212390396) FOR RIGHT OF WAY FOR 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 **LINDA UNDERWOOD,** located at 212 Mossy Place Alpharetta, GA. 30005 (Tax Parcel No.: 21 555212390396) within the City of Alpharetta, Georgia (reference: **Project Parcel 11),** 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 212 Mossy Place Alpharetta, GA. 30005 (Tax Parcel No.: 21 555212390396) 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

_____
Priya Patel, City Attorney

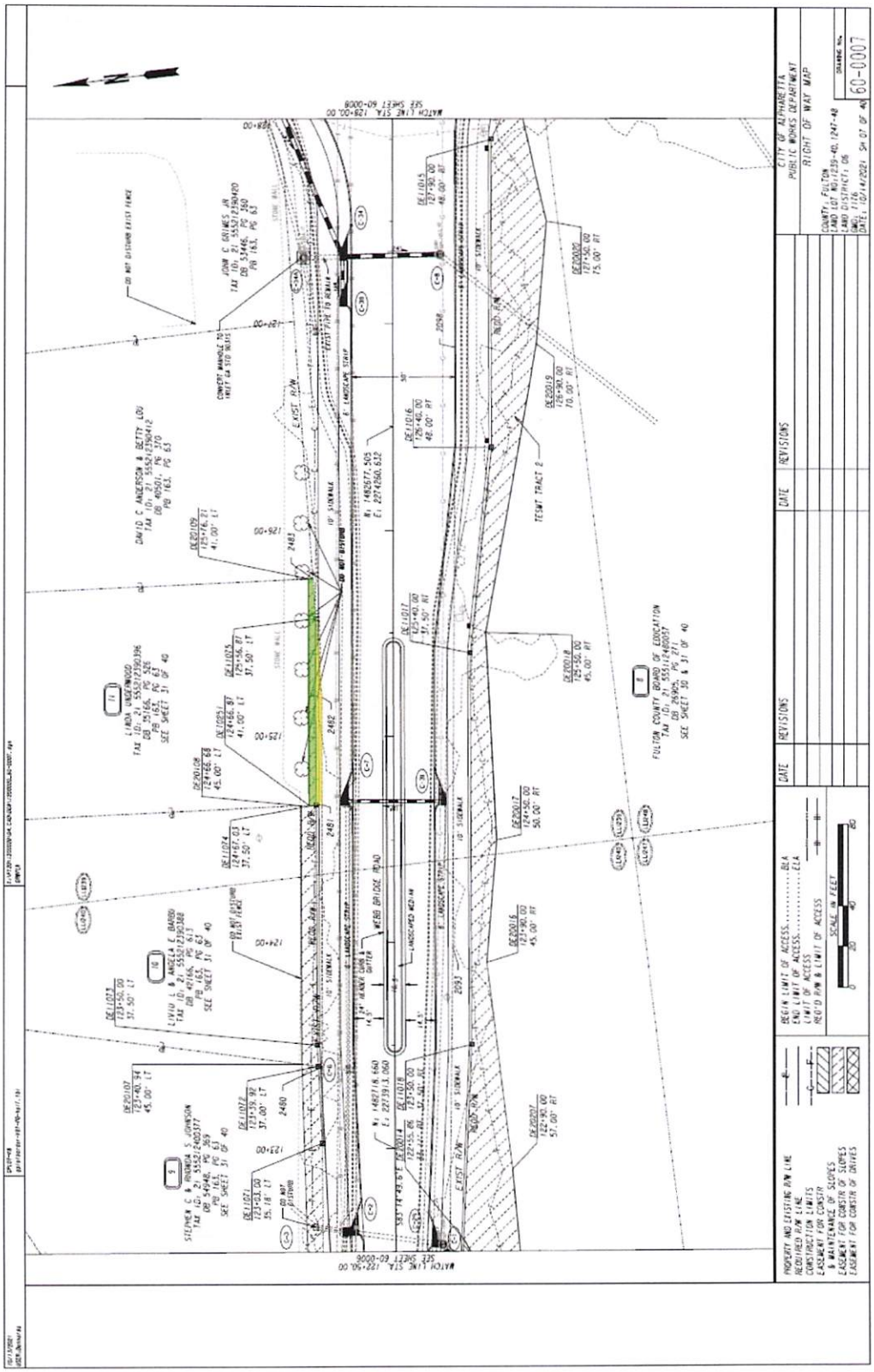

CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
COUNTY: FULTON
LAND LOT: 1239-40, 1247-48
LAND DISTRICT: 05
DWG: 1176
DATE: 10/14/2021 SH 31 OF 40
DRAWING No.
60-0007
REVISIONS
DATE
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
SCALE IN FEET
MATCH LINE STA. 128+00.00
SEE SHEET 60-0008
MATCH LINE STA. 122+50.00
SEE SHEET 60-0008
DO NOT DISTURB EXIST FENCE
DAVID C ANDERSON & BETTY LOU
TAX ID: 21 555212390412
DB 40501, PG 370
PB 163, PG 63
JOHN C GRIMES JR
TAX ID: 21 555212390420
DB 53446, PG 360
PB 163, PG 63
CONCRETE MANHOLE TO REMAIN
EXIST R/W
EXIST FIRE HYDRANT TO REMAIN
E. LANDSCAPE STRIP
10' SIDEWALK
DO NOT DISTURB
TEMP TRACT 2
FULTON COUNTY BOARD OF EDUCATION
TAX ID: 21 555214480027
DB 26905, PG 271
SEE SHEET 30 & 31 OF 40
LINDA L WEATHERWOOD
TAX ID: 21 555212390396
DB 25166, PG 526
PB 163, PG 63
SEE SHEET 31 OF 40
LIVIU L & ANGELA E BARDO
TAX ID: 21 555212390388
DB 41146, PG 613
PB 163, PG 63
SEE SHEET 31 OF 40
STEPHEN E & RUBANA S JOHNSON
TAX ID: 21 555212400377
DB 54646, PG 369
PB 163, PG 63
SEE SHEET 31 OF 40
WEBB BRIDGE ROAD
LANDSCAPED MEDIAN
DEL1015
DEL1016
DEL1017
DEL1018
DEL1025
DEL1024
DEL1023
DEL1022
DEL1021
DEP20109
DEP20108
DEP20107
DEP20018
DEP20017
DEP20016
DEP20015
DEP20014
DEP20013
DEP20012
DEP20011
DEP20010
DEP20009
DEP20008
DEP20007
DEP20006
DEP20005
DEP20004
DEP20003
DEP20002
DEP20001
N: 1483677.505
E: 2274260.632
N: 1482716.660
E: 2273913.060
S33°14'28.5"E
122+55.86
122+50.00
2480
2481
2482
2483
2093
124+00
123+00
122+00
125+00
126+00
127+00
128+00

EXHIBIT A

PARCEL 6 FULTON COUNTY BOARD OF EDUCATION REQ'D TEMP. EASM'T.
TRACT 1 DE801

PNT	OFFSET/		STATION/	ALIGNMENT
DE11006	34.00	R	118+46.61	WEBB BRIDGE ROAD
DE11021	34.01	R	118+55.00	WEBB BRIDGE ROAD
DE11020	32.00	R	118+55.00	WEBB BRIDGE ROAD

ARC LENGTH = 365.56
CHORD BEAR = S 79°46'28.8" E
LNTH CHORD = 365.37
RADIUS = 3280.00
DEGREE = 1°44'44.7"

DE20011	32.00	R	122+17.00	WEBB BRIDGE ROAD
DE20195	53.08	R	121+80.56	WEBB BRIDGE ROAD
DE20196	70.69	R	121+89.88	WEBB BRIDGE ROAD
DE20010	70.00	R	121+50.00	WEBB BRIDGE ROAD
DE20009	40.00	R	120+25.00	WEBB BRIDGE ROAD
DE20008	40.00	R	119+00.00	WEBB BRIDGE ROAD
DE20007	45.00	R	118+75.00	WEBB BRIDGE ROAD
DE20006	58.00	R	118+47.19	WEBB BRIDGE ROAD
DE11006	34.00	R	118+46.61	WEBB BRIDGE ROAD

REQD EASMT AREA = 5988.68 SF

PARCEL 6 FULTON COUNTY BOARD OF EDUCATION REQ'D PERM. EASM'T.
FOR DRAINAGE DE802

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE20011	32.00	R	122+17.00	WEBB BRIDGE ROAD
	15.15		S 83°05'52.1" E	
DE11019	32.00	R	122+32.00	WEBB BRIDGE ROAD
	23.90		S 80°34'43.0" E	
DE20014	35.11	R	122+55.86	WEBB BRIDGE ROAD
	16.61		S 67°37'35.3" W	
DE20196	70.69	R	121+89.88	WEBB BRIDGE ROAD
	20.01		N 20°45'12.4" W	
DE20195	53.08	R	121+80.56	WEBB BRIDGE ROAD
	42.51		N 67°37'36.3" E	
DE20011	32.00	R	122+17.00	WEBB BRIDGE ROAD

REQD EASMT = 1199.14 SF
REQD EASMT = 0.028 ACRES

PARCEL 6 FULTON COUNTY BOARD OF EDUCATION REQ'D TEMP. EASM'T.
TRACT 2 DE803

PNT	OFFSET/		STATION/	ALIGNMENT
DE20014	35.11	R	122+55.86	WEBB BRIDGE ROAD
DE11018	37.50	R	123+50.00	WEBB BRIDGE ROAD
DE11017	37.50	R	125+40.00	WEBB BRIDGE ROAD
DE11016	48.00	R	126+40.00	WEBB BRIDGE ROAD
DE11015	48.00	R	127+90.00	WEBB BRIDGE ROAD
DE11014	60.00	R	128+15.00	WEBB BRIDGE ROAD
DE20020	75.00	R	127+50.00	WEBB BRIDGE ROAD
DE20019	70.00	R	126+90.00	WEBB BRIDGE ROAD
DE20018	45.00	R	125+50.00	WEBB BRIDGE ROAD
DE20017	50.00	R	124+50.00	WEBB BRIDGE ROAD
DE20016	45.00	R	123+90.00	WEBB BRIDGE ROAD
DE20207	57.00	R	122+90.00	WEBB BRIDGE ROAD
DE20206	65.00	R	121+99.61	WEBB BRIDGE ROAD
DE20196	70.69	R	121+89.88	WEBB BRIDGE ROAD
DE20014	35.11	R	122+55.86	WEBB BRIDGE ROAD

REQD EASMT AREA = 8973.08 SF

PARCEL 8 FULTON COUNTY BOARD OF EDUCATION REQ'D TEMP. EASM'T.
TRACT 3 DE804

PNT	OFFSET/		STATION/	ALIGNMENT
DE11011	39.50	R	130+05.00	WEBB BRIDGE ROAD
DE11010	39.50	R	131+18.89	WEBB BRIDGE ROAD

ARC LENGTH = 96.30
CHORD BEAR = S 80°16'54.0" E
LNTH CHORD = 96.26
RADIUS = 930.30
DEGREE = 6°09'31.9"

DE11009	39.50	R	132+19.27	WEBB BRIDGE ROAD
DE20023	50.00	R	132+21.22	WEBB BRIDGE ROAD

ARC LENGTH = 97.06
CHORD BEAR = N 80°13'26.6" W
LNTH CHORD = 97.02
RADIUS = 919.80
DEGREE = 6°13'45.0"

DE20022	50.00	R	131+18.89	WEBB BRIDGE ROAD
DE20021	50.00	R	129+90.65	WEBB BRIDGE ROAD
DE11011	39.50	R	130+05.00	WEBB BRIDGE ROAD

REQD EASMT AREA = 2286.31 SF

PARCEL 8 FULTON COUNTY BOARD OF EDUCATION

TESMT TRACT 1 = 5988.68 SF
TESMT TRACT 2 = 8973.08 SF
TESMT TRACT 3 = 2286.31 SF
TOTAL AREA = 17248.07 SF

PARCEL 8 FULTON COUNTY BOARD OF EDUCATION REQ'D DRNY. EASM'T.
DE805

PNT	OFFSET/		STATION/	ALIGNMENT
DE30007	78.00	R	128+53.00	WEBB BRIDGE ROAD
DE30008	78.00	R	129+46.00	WEBB BRIDGE ROAD
DE30009	120.00	R	129+45.57	WEBB BRIDGE ROAD
DE30010	120.00	R	128+52.57	WEBB BRIDGE ROAD
DE30007	78.00	R	128+53.00	WEBB BRIDGE ROAD

PARCEL 9 STEPHEN C & RHONDA S JOHNSON REQ'D R/W DE900

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11071	35.18	L	123+03.00	WEBB BRIDGE ROAD
	36.57		S 86°04'35.3" E	
DE11072	37.00	L	123+39.92	WEBB BRIDGE ROAD
	1.91		S 14°00'14.9" W	
2480	35.11	L	123+39.68	WEBB BRIDGE ROAD
	36.68		N 83°08'17.1" W	
DE11071	35.18	L	123+03.00	WEBB BRIDGE ROAD

REQD R/W = 34.76 SF
REQD R/W = 0.001 ACRES
REMAINDER = +/- 0.43 ACRES

PARCEL 9 STEPHEN C & RHONDA S JOHNSON REQ'D TEMP. EASM'T.
DE901

PNT	OFFSET/		STATION/	ALIGNMENT
DE20106	42.00	L	122+23.41	WEBB BRIDGE ROAD
DE20107	45.00	L	123+40.94	WEBB BRIDGE ROAD
DE11072	37.00	L	123+39.92	WEBB BRIDGE ROAD
DE11071	35.18	L	123+03.00	WEBB BRIDGE ROAD
2479	35.31	L	122+22.57	WEBB BRIDGE ROAD
DE20106	42.00	L	122+23.41	WEBB BRIDGE ROAD

REQD EASMT AREA = 935.33 SF

PARCEL 10 LIVIU L & ANGELA E BARBU REQ'D R/W DE1000

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11072	37.00	L	123+39.92	WEBB BRIDGE ROAD
	10.09		S 86°05'16.3" E	
DE11073	37.50	L	123+50.00	WEBB BRIDGE ROAD
	117.03		S 83°14'49.6" E	
DE11074	37.50	L	124+67.03	WEBB BRIDGE ROAD
	2.64		S 4°05'26.9" W	
2481	34.86	L	124+67.15	WEBB BRIDGE ROAD
	127.47		N 83°08'12.1" W	
2480	35.11	L	123+39.68	WEBB BRIDGE ROAD
	1.91		N 14°00'14.9" E	
DE11072	37.00	L	123+39.92	WEBB BRIDGE ROAD

REQD R/W = 317.87 SF
REQD R/W = 0.007 ACRES
REMAINDER = +/- 0.41 ACRES

PARCEL 10 LIVIU L & ANGELA E BARBU REQ'D TEMP. EASM'T.
DE1001

PNT	OFFSET/		STATION/	ALIGNMENT
DE20107	45.00	L	123+40.94	WEBB BRIDGE ROAD
DE20108	45.00	L	124+66.68	WEBB BRIDGE ROAD
DE11074	37.50	L	124+67.03	WEBB BRIDGE ROAD
DE11073	37.50	L	123+50.00	WEBB BRIDGE ROAD
DE11072	37.00	L	123+39.92	WEBB BRIDGE ROAD
DE20107	45.00	L	123+40.94	WEBB BRIDGE ROAD

REQD EASMT AREA = 950.43 SF

PARCEL 11 LINDA UNDERWOOD REQ'D R/W DE1100

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11074	37.50	L	124+67.03	WEBB BRIDGE ROAD
	89.84		S 83°14'49.6" E	
DE11075	37.50	L	125+56.87	WEBB BRIDGE ROAD
	38.26		N 87°21'12.1" W	
2482	34.76	L	125+18.71	WEBB BRIDGE ROAD
	51.56		N 83°08'12.1" W	
2481	34.86	L	124+67.15	WEBB BRIDGE ROAD
	2.64		N 4°05'26.9" E	
DE11074	37.50	L	124+67.03	WEBB BRIDGE ROAD

REQD R/W = 191.13 SF
REQD R/W = 0.004 ACRES
REMAINDER = +/- 0.53 ACRES

PARCEL 11 LINDA UNDERWOOD REQ'D TEMP. EASM'T. DE1101

PNT	OFFSET/		STATION/	ALIGNMENT
DE10251	41.00	L	124+56.87	WEBB BRIDGE ROAD
DE20109	41.00	L	125+76.40	WEBB BRIDGE ROAD
2483	38.91	L	125+76.49	WEBB BRIDGE ROAD
DE11075	37.50	L	125+56.87	WEBB BRIDGE ROAD
DE11074	37.50	L	124+67.03	WEBB BRIDGE ROAD
DE10251	41.00	L	124+56.87	WEBB BRIDGE ROAD

REQD EASMT AREA = 303.49 SF

PARCEL 12 HAROLD LAVERNE III & KELLIE FOSTER FERGUSON REQ'D TEMP. EASM'T. DE1200

PNT	OFFSET/		STATION/	ALIGNMENT
DE20110	53.00	L	130+14.94	WEBB BRIDGE ROAD
2487	49.96	L	131+15.60	WEBB BRIDGE ROAD
2486	50.22	L	130+36.53	WEBB BRIDGE ROAD

ARC LENGTH = 21.83
CHORD BEAR = N 75°54'47.8" W
LNTH CHORD = 21.77
RADIUS = 87.50
DEGREE = 65°28'51.2"

DE20110	53.00	L	130+14.94	WEBB BRIDGE ROAD

REQD EASMT AREA = 116.93 SF

PARCEL 13 BOBBY & GRACE ONOFIOK REQ'D TEMP. EASM'T. DE1300

PNT	OFFSET/		STATION/	ALIGNMENT
DE20112	58.00	L	131+21.71	WEBB BRIDGE ROAD
DE20113	58.00	L	131+79.41	WEBB BRIDGE ROAD
2489	49.12	L	131+98.77	WEBB BRIDGE ROAD

ARC LENGTH = 87.25
CHORD BEAR = N 80°25'42.8" W
LNTH CHORD = 87.22
RADIUS = 1034.20
DEGREE = 5°32'24.4"

2487	49.96	L	131+15.60	WEBB BRIDGE ROAD
DE20112	58.00	L	131+21.71	WEBB BRIDGE ROAD

REQD EASMT AREA = 606.04 SF

PARCEL 14 LINDA L & ANDREW JACK DOSSETT REQ'D R/W DE1400

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
2119	35.05	R	132+18.46	WEBB BRIDGE ROAD
	97.09		S 73°33'55.7" E	
2121	36.44	R	133+19.30	WEBB BRIDGE ROAD
	112.30		S 61°43'56.4" E	
2128	36.88	R	134+36.08	WEBB BRIDGE ROAD
	2.62		S 25°16'49.1" W	
DE11022	39.50	R	134+36.09	WEBB BRIDGE ROAD

ARC LENGTH = 207.99
CHORD BEAR = N 70°34'40.9" W
LNTH CHORD = 207.56
RADIUS = 930.30
DEGREE = 6°09'31.9"

DE11009	39.50	R	132+19.27	WEBB BRIDGE ROAD
	4.52		N 2°41'38.7" E	
2119	35.05	R	132+18.46	WEBB BRIDGE ROAD

REQD R/W = 471.97 SF
REQD R/W = 0.011 ACRES
REMAINDER = +/- 0.99 ACRES

POND
Architects • Engineers • Planners

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: C1933
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD:
DATE: 10/14/2021 SH 31 OF 40
DRAWING NO. 60-0031

LEGAL DESCRIPTION

PROJECT NO.:	Webb Bridge Road Bike & Pedestrian Improvements Project C1933
P.I. NO.:	N/A
PARCEL NO.: 11	
DATE OF R/W PLANS:	October 14, 2021
REVISION DATE:	N/A

Required Right of Way

Being a strip or parcel of land running in, though, over and across the property now or formerly owned by **LINDA UNDERWOOD** as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 35166, Page 526, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lots 1239 and 1248 of the 2nd District, 1st Section, Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 37.500 feet left of DE1 - WEBB BRIDGE ROAD at Station 124+67.03 thence S 83°14'49.6" E a distance of 89.844 feet to a point 37.500 feet left of DE1 - WEBB BRIDGE ROAD at Station 125+56.87 thence N 87°21'12.1" W a distance of 38.259 feet to a point 34.760 feet left of DE1 - WEBB BRIDGE ROAD at Station 125+18.71 thence N 83°08'12.1" W a distance of 51.560 feet to a point 34.860 feet left of DE1 - WEBB BRIDGE ROAD at Station 124+67.15 thence N 4°05'26.9" E a distance of 2.643 feet to a point 37.500 feet left of DE1 - WEBB BRIDGE ROAD at Station 124+67.03 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.00 acres (191.128 sq. ft.)

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 124+66.87 thence S 83°14'49.6" E a distance of 109.529 feet to a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 125+76.40 thence S 4°05'26.9" W a distance of 2.094 feet to a point 38.909 feet left of DE1 - WEBB BRIDGE ROAD at Station 125+76.49 thence N 87°21'12.1" W a distance of 19.671 feet to a point 37.500 feet left of DE1 - WEBB BRIDGE ROAD at Station 125+56.87 thence N 83°14'49.6" W a distance of 89.844 feet to a point 37.500 feet left of DE1 - WEBB BRIDGE ROAD at Station 124+67.03 thence N 4°05'26.9" E a distance of 3.504 feet to a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 124+66.87 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.01 acres (369.489 sq. ft.)

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 $1,900.00 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:

_____
Priya M. Patel, City Attorney

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 555212390396, 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:	0.004 acres (191.13 square feet) of fee simple right of way; 369.49 square feet of temporary construction easement.
Owner(s):	Linda Underwood.

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:

_____
Priya Patel, City Attorney

STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: February 20, 2023

AGENDA ITEM:

GDOT Georgia 400 Express Lanes Memorandum of Understanding
Consideration of approval of the memorandum of understanding with the Georgia Department of Transportation for the GA 400 Managed Lanes Project regarding utility coordination and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the memorandum of understanding with the Georgia Department of Transportation for the GA 400 Managed Lanes Project regarding utility coordination and authorize the Mayor to execute all necessary documents.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

On September 26, 2022, Council approved a Memorandum of Understanding (MOU) with Georgia Department of Transportation in association with the GA 400 Manged Lanes Project. A revised version of the MOU was prepared by the GDOT in January 2023. In the revised version of the MOU, in addition to the BUY AMERICA requirements of the Federal regulations outlined in Section 8 of the MOU, the BUILD AMERICA, BUY AMERICA ACT ("BABA") set forth under the Infrastructure Investment and Jobs Act, was added to the revised MOU, under Section 9, in January 2023 that extends coverage of BUY AMERICA to include construction materials used for the GA 400 Managed Lanes Project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. Thus, the MOU has been modified and needs to be re-executed.

The attached MOU is associated with the GA-400 Managed Lanes project and specifically refers to utility relocation at conflict points such at Webb Bridge Road and Tradewinds Parkway. In order for the developer to prepare their bid documents, the developer needs to know who is responsible for the design, construction, and materials for the cost of any utilities to be relocated. If any required utility relocation is included in the contract through a MOU with GDOT, the City would not have to pay for any of the design, construction, and materials costs.

Public Works recommends the responsibility for designing, constructing, and coordinating any City-owned utilities (traffic signal fiber, stormwater pipe, etc.) be at the expense of the developer and not the City of Alpharetta (*refer to item 3b -option 2, of the attached MOU*).

The overall goal of the utility MOU is to speed construction by allowing utility relocation to be included in the developer's bid. The MOU allows potential bidders to determine what their responsibilities are as related to utility relocation design, construction, and material cost.

ALTERNATIVES:

ATTACHMENTS:	
1.	GDOT MOU Express Lanes as of 2.13.2022

Georgia DOT Project: SR 400 Managed Lanes
GDOT P.I. 0001757

PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereinafter the DEPARTMENT)
and
City of Alpharetta (hereinafter the OWNER)

Whereas the DEPARTMENT proposes to procure a P3 project, hereinafter referred to as the PROJECT, to construct Express Lanes along SR 400 (PI 0001757) in Fulton and Forsyth County, Georgia as authorized by O.C.G.A. § 32-2-80; and

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a developer, hereinafter referred to as the DEVELOPER, which will enter into a contract, hereinafter referred to as the CONTRACT, for the design, build and finance of the PROJECT and will subcontract certain work to a combination of contractors, design consultants (or design consultant team) and other entities; and (ii) the OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT.

Whereas the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the DEVELOPER under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors or utilizing the DEVELOPER'S own design consultants and contractors.

1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: [*Check to signify*]

☐ Domestic water mains and distribution lines and associated appurtenances
☒ Sanitary Sewer facilities and/or Storm Drainage System
☐ Electrical Distribution (overhead and underground) wires, poles, etc.
☐ Electrical Transmission (overhead and underground) wires, poles, etc.
☐ Natural Gas Distribution Facilities (underground)
☐ Natural Gas Transmission Facilities (underground)
☐ Petroleum Pipeline (underground)
☒ Telecommunications facilities and equipment
☐ Cable TV facilities
☐ Street Lighting
☐ Internet Data Service

☐ Other Facilities contemplated under O.C.G.A. § 32-6-170(b) (Description) Click or tap here to enter text.

2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

[*Insert here or attach a detailed description of proposed new additional utility installations*]

Click or tap here to enter text.
Click or tap here to enter text.

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the DEVELOPER and the OWNER and documented pursuant to a separate betterment agreement between the DEVELOPER and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

The DEVELOPER-developed plans will be developed by the DEVELOPER and provided to the OWNER after the CONTRACT is awarded. The OWNER hereby acknowledges and agree that if option 3A below has been selected (i) the DEVELOPER-developed plans shall be used by the DEPARTMENT as the final basis for the Standard Utility Agreement; and (ii) the OWNER will enter into the Standard Utility Agreement on the basis of such DEVELOPER-developed plans.

The OWNER hereby makes the following commitments with regard to the PROJECT and the UTILITY ADJUSTMENT WORK:

3A. The OWNER, at the DEPARTMENT'S cost pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: [*Check to signify*]

Design ☐
Construction ☐

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT (regardless of prior rights) pursuant to O.C.G.A. § 32-6-170(b). The UTILITY

ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

<u>Option 1</u>: Work to be performed under the CONTRACT by the OWNER's pre-approved design consultants and/or contractors identified in attached "Exhibit A": [*Check to signify*]

Design ☐
Construction ☐

<u>Option 2</u>: Work to be performed under the CONTRACT by the DEVELOPER: [*Check to signify*]

Design ☒
Construction ☒

[*If both are checked under Option 2, please leave Exhibit A blank*]

As per this section, all work necessary for the UTILITY ADJUSTMENT WORK in accordance with the plans, when approved, shall be included in the CONTRACT and accomplished by the DEVELOPER except as follows: [*Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.*]

None ☒

Excluded Items Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Comments Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

3C. OWNER, at OWNER'S cost, will provide the following services: [*Check to signify*]

Design ☐
Construction ☐

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the CONTRACT and thereafter supplemented by the DEVELOPER.
2. The DEVELOPER shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required. The OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the CONTRACT. If the preliminary plans indicate that no conflict exists, and the

OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the DEVELOPER and submit a No Conflict GUPS Permit.

3. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEVELOPER to ensure that all UTILITY ADJUSTMENT WORK included in the CONTRACT is accomplished in accordance with the PROJECT's plans and specifications. The DEVELOPER will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.

4. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the DEVELOPER shall ensure that the design, construction, and installation of the OWNER'S facilities is performed by the OWNER'S pre-approved design consultant and/or contractor (if option 3B, Option 1 has been selected) and/or by the DEVELOPER (if option 3B, Option 2 has been selected).

5. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER or the OWNER's consultant shall have the right to visit and inspect the work at any time and advise the DEVELOPER and the DEPARTMENT's Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all UTILITY ADJUSTMENT WORK included in the CONTRACT is completed and ready for final inspection by the OWNER.

6. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon certification by the DEPARTMENT's project manager and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT's "Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or the DEVELOPER. Final acceptance of the UTILITY ADJUSTMENT WORK shall be accomplished by the execution of the Utility Facility Relocation Acceptance Form. The DEVELOPER shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the UTILITY ADJUSTMENT WORK performed by the DEVELOPER. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.

7. For all coordination, work, services, reimbursement, and other matters in respect of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT'S UAM and shall cooperate with the DEVELOPER in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and the OWNER. The OWNER agrees to cooperate in good faith with the DEVELOPER and to respond to all requests for information or meetings required to reach a resolution of any disputed items.

8. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel, iron and manufactured products furnished for permanent incorporation into the work on this PROJECT shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

   a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

   b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached hereto for reference purposes and shall be provided to the DEPARTMENT upon completion of 80% of the CONTRACT amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled

the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron, or a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater.

9. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 8 above, the BUILD AMERICA, BUY AMERICA ACT ("BABA") set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Under BABA all construction materials furnished for permanent incorporation into the work on this PROJECT shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a "construction material" as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 8 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this PROJECT. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this PROJECT (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the PROJECT or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled "Build America, Buy America Certificate of Compliance for Construction Materials" is attached hereto for reference purposes and shall be provided to the DEPARTMENT upon completion of 80% of the CONTRACT amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

[signature page follows]

This MEMORANDUM OF UNDERSTANDING will be incorporated into the CONTRACT by reference or exhibit.

APPROVED FOR THE OWNER BY:

_____ Click or tap to enter a date.
(Signature) (Date)

Click or tap here to enter text.

(Printed Name and Title)

APPROVED FOR THE DEPARTMENT BY:

_____ Click or tap to enter a date.
(Signature) (Date)

STATE UTILITIES ADMINISTRATOR

Exhibit A

OWNER Pre-Approved Contractor List

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Company Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.
E-Mail: Click or tap here to enter text.

Please provide a minimum of three.

Exhibit B
To be completed after the Project is awarded

Original 5/17/2013
Revised 1/28/2015

GEORGIA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA

CERTIFICATE OF COMPLIANCE

Date _____, 20_____

WE, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

P.I. No. , Description, County

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or
$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____My Commission Expires: _____
Notary Public/Justice of the Peace

Exhibit C

To be completed after the Project is awarded

Original 12/22/2022

BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS

Date _____, 20_____

We, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. XXXXXXX- DESCRIPTION

XXXXXXXXXX COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____
Notary Public/Justice of the Peace My Commission Expires: _____

STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: February 20, 2023

AGENDA ITEM:

RFQ 23-1002 Award and Alpha Link Design and Project Management Services Task Order 1
Consideration of approval of the award of RFQ 23-1002 to AECOM, approve the Alpha Link design Task Order 1 for AECOM in an amount not to exceed $450,825, approve the Project Management Task Order 1 for Atkins in an amount not to exceed $80,000, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFQ 23-1002 to AECOM, approve the Alpha Link design Task Order 1 for AECOM in an amount not to exceed $450,825, approve the Project Management Task Order 1 for Atkins in an amount not to exceed $80,000, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $530,825.00 INCLUDING A REALLOCATION OF FUNDING FROM NON-ALLOCATED WITHIN THE CAPITAL PROJECT FUND TO COVER ATKINS PROJECT MGMT SERVICES (TASK 1).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpha Link (ARC/LCI Grant; 34041100-521200-C2242)	$450,825.00
Atkins Project Management (Capital Project Fund Non-Allocated; 30141100-521200-C2242)	$80,000
Funding from Non-Allocated (Capital Project Fund; 30190200-579000)	-$80,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpha Link ARC/LCI Grant	$450,825.00
-	$0.00
-	$0.00

ITEM DESCRIPTION:

Project Background:

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. Not only will this project serve as a connection between the Greenway and the Alpha Loop, but provide connections to adjacent developments. Connections from the Alpha Link to developments along the trail will be discussed with adjacent property owners and incorporated into the overall design of the Alpha Link.

On August 23, 2021, the City Council approved the Alpha Link grant application through the Atlanta Regional Commission (ARC). The City was awarded a $1,000,000 grant with a required $250,000 match to go towards the design of the Alpha Link. The dollars from the ARC are from the Federal Government; as such, procurement of the design team as well as the design itself must follow the Federal Plan Development Process. The City is responsible for all expenses of the design, over $1,000,000.

To begin the Alpha Link design procurement, step one in the process was execution of the Project Framework Agreement (PFA) from the Georgia Department of Transportation (GDOT). On July 25, 2022, the City Council approved the Alpha Link PFA with the GDOT and also approved to award an amount not to exceed $35,000.00 to Atkins for RFQ/RFP professional services associated with Federal Procurement.

Since this is a federally funded project, the procurement process followed GDOT's qualified based selection process (QBS). This process consists of multiple steps starting with a request for qualifications, shortlisting firms to submit technical proposals, followed by selecting a vendor and negotiating a fee.

Procurement (RFQ Phase 1 - Qualifications Shortlist):
A scoping document was prepared by the Departments of Finance, Public Works and Atkins, as well as a request for Qualifications (RFQ 23-1002) was issued for this project's design on September 8, 2022.

Evaluation Committee members consist of representatives from the Departments of Community Development, Public Works, and Recreation, Parks & Cultural Services.

The following responses were received on October 13, 2022. The 6 submittals were reviewed based on the design team's experience and GDOT qualifications. Scores, out of 100, are shown in parentheses.
• AECOM Technical Services, Inc. (88)
• KCI Technologies, Inc. (86.67)
• Columbia Engineering (81.33)
• Moffatt & Nichol (76)
• Prime Engineering, Inc. (74.67)
• Holt Consulting Company, LLC (65.33)

Procurement (RFQ Phase 2 - Technical Response):
Request for Qualifications (RFQ 23-1002) was extended to the shortlisted (top 3) companies on November 17, 2022. The following responses were received on December 15, 2022. In this phase, past performance and technical approach of the design teams were the main criteria for evaluation. Scores, out of 100, are shown in parentheses.
• AECOM Technical Services, Inc. (93.33)
• KCI Technologies, Inc. (82.67)
• Columbia Engineering (80)

Consultant Selection:
After evaluation and verifying the submitted proposals, staff from the Public Works and Finance Departments and Atkins informed AECOM they were the preferred respondent. AECOM is an experienced contractor that has worked on similar projects for the City and other agencies such as GDOT and local governments. Currently, AECOM is in the middle of a federally funded project with the City and Georgia Department of Transportation- the widening of Old Milton Parkway (State Route 120) from North Point Parkway east to the City limits. This project is currently on schedule and the team is working very well with Public Works.

Task Order 1 Design Cost:
On Wednesday January 18, 2023 and Wednesday January 25, 2023, the necessary parties met to discuss the specific scope of task order 1 in order for AECOM to develop a cost proposal. Part of the QBS process is for a separate firm to be present at the scoping meeting to develop a cost proposal as well. The purpose of the second firm's proposal is to ensure pricing is not out of line. Project scope and schedule were discussed with AECOM during the meeting. To meet the Federal design requirements, Task Order 1 for the design team is to survey the project limit, conduct environmental studies, and prepare a concept design. AECOM's estimated cost for Task Order 1 services is $450,825.00. The proposal, under Attachments, provides a detailed breakdown of the cost. Atkins cost estimate for design services was slightly over $500,000. The

difference in the fee is due to AECOM's work on the GA 400 Express Lanes Project. AECOM has run survey for a large portion of the project area and Atkins' cost included having to survey more area. Though the Alpha Link will not have to go through significant traffic analysis, we are designing a trail in the woods; there are more environmental studies/assessments required compared to other projects.

Task Order 1 Design Schedule:
Task Order 1, as described above, is anticipated to take 18 months from Notice to Proceed. This project will contain federal funds and all designs must follow the Georgia Department of Transportation Plan Development Process (PDP) and conform to AASHTO/GDOT/FHWA guidelines and policies and the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition. This is the same process AECOM followed for the Old Milton Parkway Project as well as Columbia Engineering for the North Point Parkway Project.

Project Management and Cost:
To ensure Federal design requirements are met, the trail design will be overseen by Atkins for a total cost of $80,000 for Task Order 1 (survey, environmental studies, concept design). Atkins' proposal, under Attachments, provides a detailed breakdown of the cost. Funding for Task Order 1 is requested through the Non-Allocated account within the Capital Project Fund. When the City approved the PFA with GDOT for this project, it was acknowledged in the council report that funds would need to be allocated for project management services for this project to ensure the Federal Design Process is followed and there are no missteps.

ALTERNATIVES:

Do not approve and the design services will not be procured.

ATTACHMENTS:

1.	Atkins Proposal_$80,000
2.	Alpha Link Exhibit
3.	AECOM Proposal_$450,825
4.	23-1002 AECOM N Pt Alpha Link PI 0019211-PSA

ATKINS
Member of the SNC-Lavalin Group

North Point Alpha Link - Concept only
January 26, 2023

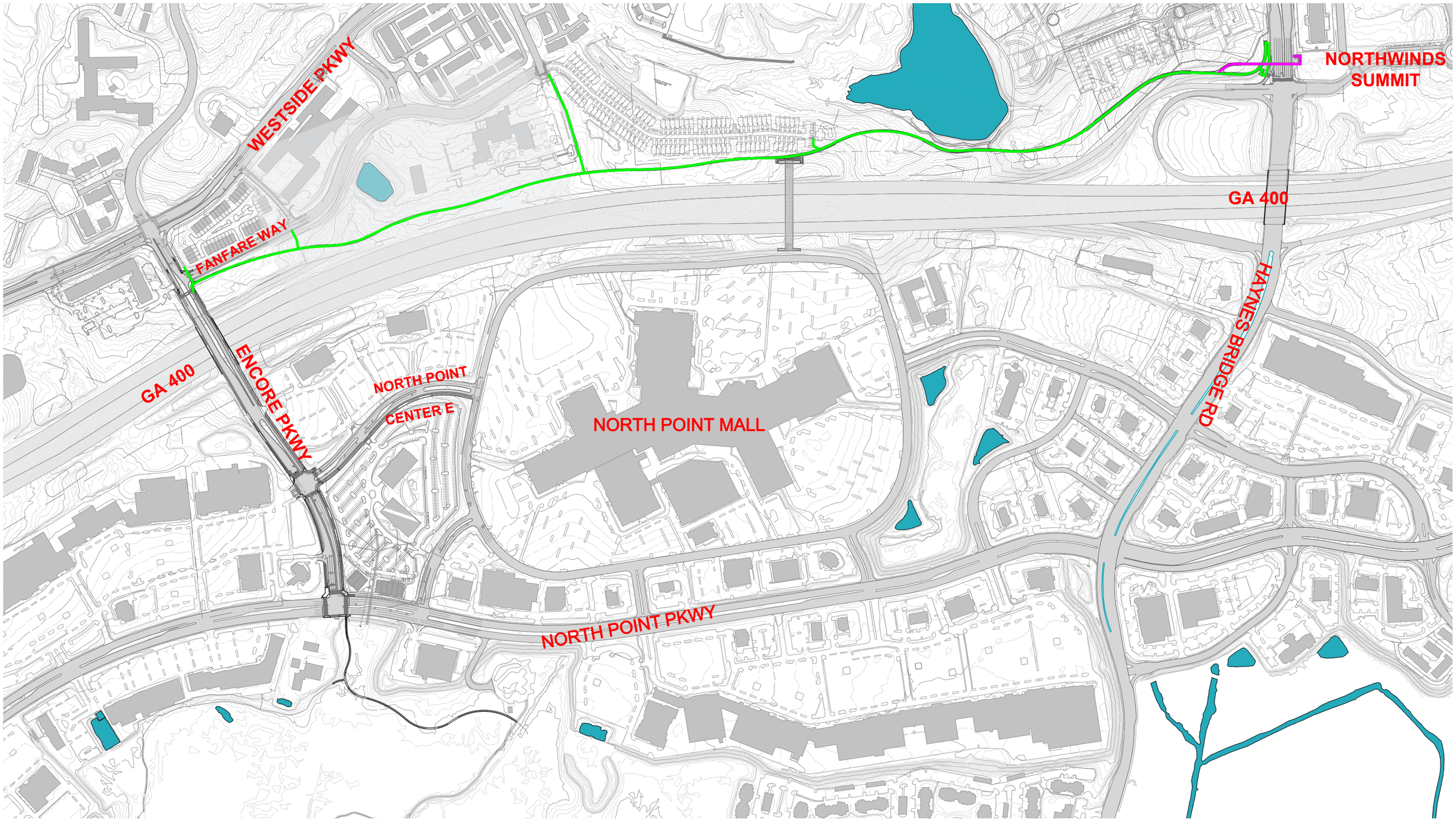
Task ID	Description	Directs/ Expenses/ Subs	PIC Hours	PM Hours	LA Hours	SE/CE Hours	BR Hours	CM Hours	Labor Price	Total Price (Labor + Directs)
	Rate	N/A	$ 341.10	$ 210.02	$ 128.27	$ 192.42	$ 271.88	$ 264.92		
01	Progam Management including consultant oversight	$521.23		110.50	6.00	8.00	4.00	0.00	$ 25,516.22	$ 26,037.45
02	Plan Reviews	$613.62	4.00	112.00	16.00	14.00	10.00	2.00	$ 30,162.63	$ 30,776.25
03	Meetings with City (including monthly consultant status meetings)	$124.58		86.00					$ 18,061.72	$ 18,186.30
04	Subconsultants and Management	$5,000.00							$ -	$ 5,000.00
										$ 80,000.00

PIC Principal in Charge (Brian Bolick)

PM Project Manager (John Boudreau)
CM Project Manager (Obie Brannon)
LA** Landscape Architect (Brooke Donahue)
SE/CE Stormwater and Civil Engineer (used Thomas Lin rate)
BR* Bridge Engineer (Dan Burgundy)
*Bridge Engineer needed for review of layouts of pedestrian bridges - this was not a proposed rate previously included in rate sheet
** Brooke will be the staff on the job (as opposed to Chad from our rate sheet - however her rate is less than Chad)

Alpha Link Key Map (Green Line Along GA-400 from Haynes Bridge Rd to Encore Pkwy)

0' 200'



AECOM
Built to deliver a better world

AECOM
1360 Peachtree Street NE,
One Midtown Plaza, Suite 500
Atlanta, GA 30309
www.aecom.com

404 965 9600 tel
404 965 9605 fax

February 2, 2023

Mr. Pete Sewczwicz
Director, Department of Public Works
City of Alpharetta
1790 Hembree Rd.
Alpharetta, GA 30009

Re: RFQ 23-1002 Cost Proposal
Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211)

Dear Mr. Sewczwicz,

AECOM Technical Services, Inc. ("AECOM") is pleased to submit this proposal to The City of Alpharetta ("Client") with regard to the Task Order #1 efforts for the Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211) Project. We are uniquely suited to deliver this project more efficiently than other firms due to our prior knowledge of the corridor and the GA-400 Managed Lanes Project from having served as GDOT's General Engineering Consultant (GEC) on that project. Task Order #1 shall include Concept (including PIOH – Public Information Open House), Survey, and the Phase I Environmental Site Assessment (ESA).

Scope of Work:
The Scope of Work shall be as indicated in Attachment 'A'.

Deliverables:
The Deliverables shall be as indicated in Attachment 'A'.

Schedule:
The anticipated schedule for the Task Order #1 efforts is approximately 18 months from NTP. We understand GDOT has developed a draft schedule already for the entire project, but that schedule will be re-visited once AECOM is under contract.

Compensation:
Compensation for Services shall be be the stipulated sum of **$450,825** including direct expenses and contingency. A summary by phase and discipline is included in Attachment 'B' and the detailed hourly breakdown has been submitted separately. A contingency budget of $9,190 for the optional traffic scope is included in the stipulated sum above and noted on the Attachment 'B' breakdown.

Commencement of Work:
If this proposal is acceptable to the City, we will proceed with executing the contract pending the on-going legal review. Any changes to this Proposal shall be in writing and signed by both parties.

AECOM appreciates the opportunity to work on this important project and we look forward to continued success with the City of Alpharetta.

AECOM Technical Services, Inc.

_____

Signature

Garrick Edwards, PE
Director of Transportation

CLIENT: City of Alpharetta

_____

Signature

_____
Printed Name & Title

Attest:_____
City Clerk

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Built to deliver a better world

AECOM
1360 Peachtree Street NE,
One Midtown Plaza, Suite 500
Atlanta, GA 30309
www.aecom.com

404 965 9600 tel
404 965 9605 fax

Attachment 'A'

Re: RFQ 23-1002 Cost Proposal
Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211)

Attached is a proposal to provide Professional Engineering Services to the City of Alpharetta for the Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211) Project. This proposal is for Task Order #1 efforts only and is based on the discussions at the scoping meetings held on January 18th and 25th, 2023. Task Order #1 shall include Concept (including PIOH – Public Information Open House), Survey, and the Phase I Environmental Site Assessment (ESA). AECOM Technical Services, Inc. will provide the concept design and public involvement services. Settimio Consulting will provide the survey services and Nova Engineering will provide the Phase I ESA. Our team will leverage our prior knowledge from serving as GDOT's General Engineering Consultant on the adjacent GA-400 Manage Lanes Project to deliver this project more efficiently than other firms in terms of cost and schedule.

Project understanding:

AECOM understands the City of Alpharetta wants to create a trail connection between the City's Alpha Loop Trail and Big Creek Greenway. The trail will be located adjacent to GA 400 from Haynes Bridge Road to Encore Parkway within the City of Alpharetta, Georgia.

The concept design scope includes trail design, bridge/boardwalk design, landscape architecture, traffic analysis, environmental survey, lighting design, and public outreach.

The project is federally funded, so National Environmental Policy Act (NEPA) services are included. It will follow the GDOT Plan Development Process (PDP), although it will be locally let by the City.

Scope & Approach:

The following is a brief description of the project scope and approach broken down by discipline.

Trail Design

AECOM will conduct initial concept-level design, will prepare a GDOT Limited Scope Concept Report, and obtain approval for the proposed project. The Alpha Link is a critical segment of the Alpha Loop Trail which will run parallel to GA 400 from Haynes Bridge Road to Encore Parkway for approximately 1.3 miles. This multi-use trail will be 12' in width clear of obstructions and will be comprised of concrete. The project's main need and purpose is to provide a new multi-use trail to connect the existing Alpha Loop Trail to the Big Creek Greenway which also closes the southeastern segment of the loop.

Assumptions:

- Limits of the project are anticipated to be as follows: Multi-Use Trail from Encore Parkway to Haynes Bridge Road, approximately 1.15 miles. Multi-Use Trail along the west side of Haynes Bridge Road from north of SR 400 ramps to Lakeview Parkway, approximately 0.15 miles in length. See below for a map of anticipated project limits shown in red:

- The trail will not cross Encore Parkway, Haynes Bridge Road, or the SR 400 ramps.
- Trail will be designed to comply with Americans with Disabilities Act (ADA) requirements.

Tasks:

- Develop an environmental survey boundary for initial concept level environmental analysis and desk top screening.
- Develop and evaluate one primary (1) alternative and up to four (4) sub-alternative refinements for a multi-use trail within the project limits described. Given the site constraints, the project sub-alternatives will be limited to slight adjustments along the project corridor and potential tie ins.
- Walk the alignment with city staff prior to finalizing the concept and will adjust the alignment based on city feedback.
- Produce a Concept Layout and typical sections for one (1) alternative to be included in the draft concept report.
- Develop a concept level cost estimate for one (1) primary trail alignment alternative with up to four (4) sub alternatives refinements based on the City Staff and AECOM site visit of the surveyed trail alignment.
- Evaluate trail tie-ins to Morrison Lake, Artisan's Townhomes Technology Village and other developments who want direct access to the trail facility.
- Work with our structural engineers to develop up to 2 sub-alternatives to bridge existing streams and steeper topography.

- Work closely with the project's environmental team to avoid and minimize any impacts to environmental resources.
- Develop a cost estimate for preferred trail alternative and sub-alternates.
- Coordinate with SR 400 express lanes project on any updates that would affect the trail project.
- Prepare a project justification statement to include in the Limited Scope Concept Report
- Prepare a GDOT Limited Scope Concept Report for approval and respond to reviewer comments.
- Prepare for and attend Initial Concept Meeting / Kickoff Meeting.
- Prepare for and attend Concept Meeting.
- Prepare displays for and attend public involvement meetings including PIOH and local government meetings

Stormwater/MS4 Design

AECOM will identify outfalls and conduct a concept-level MS4 analysis to determine the need for BMP's. The Georgia Stormwater Management Manual Stormwater Quality Site Development Review Tool will be used to conduct the analysis. The City's Post Construction Stormwater policy will be followed rather than GDOT's. The concept-level MS4 analysis will be documented in the Concept Report as an attachment.

Landscape Architecture

The City of Alpharetta is a leader in placemaking, creating a look which is unique to the city. AECOM Landscape Architects will work with city staff in identifying appropriate elements such as benches, lighting, wayfinding signage and resting areas as needed. We understand the city is evaluating potentially new materials for the Alpha Link trail segment which AECOM will incorporate and price accordingly within the concept phase.

AECOM's Landscape Architects will provide trail alignment guidance to enhance the trail users' experience. We will identify potential areas for trail tie ins and for resting area(s) for trail users. Additionally, we will provide trail grading and profile guidance to achieve ADA and AASHTO compliance for the trail facility.

Our landscape architects will work closely with all disciplines to minimize impacts to the natural environment with careful consideration to avoid or impacting the future GA 400 noise wall, sensitive environmental areas and existing specimen trees where feasible.

We will identify conceptual supplemental landscape planting areas for additional buffering in key locations for screening and for enhancements for the trail users at locations such as resting areas and trail heads.

We will develop up to 2 perspective renderings to convey before and after conditions which can be used for project promotion depicting the vision of the trail alignment.

Bridge/Structural Design

AECOM's Structural Team will coordinate with the Trail Design Team to evaluate crossing options for the two streams, to evaluate the need for any raised structures to even out areas of steep terrain, and to evaluate retaining walls to minimize impacts. Concrete boardwalks are the preferred option for bridging structures, although prefabricated pedestrian bridges will not be excluded. Wood-material structures are excluded for maintenance concerns. Concept-level costs for any structures will be developed. In addition, AECOM Hydro Engineers will conduct a concept-level hydraulic evaluation of the two stream crossings to inform on the structure height and opening size.

Traffic Analysis & Design

A Traffic Scoping Meeting was held on 1/25/2023 with GDOT Planning Office staff and the City. At this meeting, it was discussed that the trail would only have one potential crossing of a roadway which would occur at Lakeview Parkway. The resulting scope discussion was based on the condition of the trail crossing Lakeview Parkway, but AECOM understands that has since been eliminated from consideration. Further coordination with GDOT Planning Office is occurring to determine if the agreed upon scope is still needed since the proposed roadway crossing has been eliminated. As such, the traffic scope and fee proposed herein is being included as a client-authorized contingency to be triggered in the event that GDOT still requires it.

The need for a full-scale traffic and ICE analysis is not anticipated. However, it was advised that traffic counts should be collected to prepare traffic forecast based on GDOT's Forecasting Manual, Appendix D. An ICE Waiver is included in the scope as a worst-case scenario per discussions at the Scoping Meeting.

The study area includes the following intersection:

- Haynes Bridge Road and Lakeview Parkway

Data Collection:

Data collection will include traffic counts (15-hour Turning Movements, 48-hour Tube Counts, 48-Hour Bi-directional Classification Counts), signal plans, timing data. Traffic counts tasks will be scheduled during days when the City of Alpharetta Schools and the Fulton County Schools are in session. AECOM will coordinate with a vendor to collect the traffic counts.

Traffic Volumes Projections:

As listed in GDOT's Forecasting Manual, Appendix D, the traffic projections for the 2023 existing year, 2030 open year, and 2050 design year will be developed for the intersection listed above. These projections will include daily volumes, peak hours volumes, and truck percentages. Projections will be developed by using an appropriate growth rate determined through historical traffic trend analysis of the surrounding area. In addition, AECOM will develop the following traffic forecasts:

- 2030 Open Year + 2
- 2050 Design Year + 2

Deliverables:

- Traffic Forecast in tabular format: GDOT's Forecasting Manual, Appendix D (Figure D.1)
- Traffic Counts
- ICE waiver

Exclusions:

- Traffic capacity and operational analysis to show interaction of pedestrians with vehicular traffic.
- Traffic diagrams are not required.

Environmental

AECOM will conduct Resource Identification for Ecology, Archaeology and History within the Environmental Survey Boundary (ESB). AECOM will use existing data from the SR 400 project as much as possible.

Assumptions:

- Phase I Archaeology Survey of the ESB.
- Historic Resources Survey for properties built in 1975 or earlier within the ESB.
- Ecology field survey will validate previously identified waters and identify any additional Waters of the United States (US) and protected species of concern (federal and state listed).

Tasks:

- AECOM will prepare a Phase I Archaeology Survey Report.
- AECOM will prepare a Historic Resources Survey Report.
- AECOM will prepare an Ecology Aquatic Resources Delineation Request (ARDR) and an Ecology Resource Survey Report (ERSR) and Protected Species Survey Report (if needed).
- AECOM will prepare statements for the Environmental and Permits section of the concept report.
- AECOM will prepare a Need, Purpose, and Logical Termini (NELT) Report.
- AECOM will prepare a Class of Action Memo to confirm use of a Categorical Exclusion (CE) with FHWA.
- AECOM will develop a concept level Section 404 mitigation estimate to support the concept report.

Exclusions:

Services not included in the proposed scope during this phase:

- Does not include Assessment of Effects Reports or NEPA document

Public Outreach

AECOM will support early engagement during two (2) City Council meetings, and one (1) in-person public meeting/PIOH. AECOM proposes that the public meeting be held once a potential concept is identified. This will allow the public to weigh in early in the process and potentially inform on elements of the project's design. Once a preferred alternative is selected, AECOM will support GDOT's online public comment tool to receive additional public input and will prepare and conduct a PIOH at City Hall. The PIOH format will follow GDOT guidelines including public notice, the kickoff meeting, preparation worksheet, dry-run meeting, and response letter.

Geotechnical – Phase I ESA

A Phase I ESA/UST Investigation and Report will be conducted per GDOT guidelines.

Survey

Topographical and property survey will be conducted. It will build on the survey previously conducted for the SR400 Managed Lanes Project. The survey boundary is as shown on the project limits layout included earlier in this Attachment 'A'. The tree scope will be per the below Alpharetta guidelines provided in a 1/24/2023 email and further clarified in a 2/2/2023 email.

a. Naturally wooded areas
    1. Specimen trees, 8" dbh and larger, within the survey limits
    2. Trees, 20" dbh and larger, within 30 feet of the survey limits
b. Developed landscape areas – all shrubs and trees, regardless of size
c. Mention if a tree forks below breast height and measure the narrowest point below the fork

Staking of the concept centerline is included to facilitate walking the alignment with the City prior to approval of the Concept. The survey will generally follow GDOT standards (other than the tree scope) although GDOT approval of the Database will not be required since this is a local-let project outside of GDOT Right of Way. OpenRoads software will be utilized for the survey files. SUE is excluded.

Deliverables:

1 – Approved GDOT Limited Scope Concept Report
1 – Concept Layouts
1 – Concept Construction & Utility Estimates
1 – Concept Typical Sections
1 – Concept level MS4/stormwater analysis based on City standards
1 – Traffic Counts
1 – Traffic Forecast in Tabular Format
1 – GDOT Intersection Control Evaluation (ICE) Waiver
1 – Historic Resources Survey Report (HRSR)
1 – Phase I Archaeology Survey Report (ARSR)
1 – Ecology Aquatic Resources Delineation Request (ARDR)
1 – Ecology Resource Survey Report (ERSR)
1 – Protected Species Survey Report (if needed)
1 – Need, Purpose, and Logical Termini (NELT) Report
1 – CE Class of Action Memo
1 – Public Meeting Materials including:
- Draft of official Public Meeting Notice
- Draft and design of public meeting roadside signage and proposed locations
- Project Fact Sheet
- Up to two (2) proposed design displays for use as public outreach tools (e.g., typical sections, aerials, etc.) or general project displays
- Public Comment Card
- Content for public-facing website

1 – Comment Response Letter, one round of edits
2 – Architectural Renderings

Optional client-authorized contingency items

Meetings:

1 – Kickoff Meeting
17 – Monthly Meetings
1 – Public Meeting
2 – City Council Meetings
1 – Concept Team Meeting
1 – Final Review Meeting with City Team
1 – Site visit to walk the centerline of the trail alignment with City Staff.
6 – Miscellaneous Meetings (as needed)

Assumptions/Exclusions:

- Preliminary or other design efforts beyond concept is excluded.
- SUE scope is excluded.
- Geotechnical scope (such as Soil Survey and Pavement Evaluation) is excluded from this initial Concept Phase.
- The City's Post-Construction Stormwater Policy will apply throughout the majority of the project.
- Construction documentation is excluded.
- ROW appraisals and or acquisition services are excluded.
- Construction oversight or administration is excluded.
- Preparation of bid documents is excluded.
- Permitting efforts are excluded in this initial Concept Phase.
- Assume in-person PIOH at City Hall + virtual site hosted by GDOT.
- City will place PIOH advertisements in newspaper.
- AECOM does not need to provide court reporter or interpreters, social media posts, press releases, or yard signs (including design).
- City maintains stakeholder list and conducts all outreach to adjacent property owners and stakeholder groups if needed.
- Irrigation design is excluded.
- Monument design is excluded.
- Project to be let by City of Alpharetta with GDOT PDP/oversight.
- Project not anticipated to receive full federal oversight.
- A grade-separated crossing of Haynes Bridge Road is excluded from this project.
- Environmental Tech Studies are excluded from the TO #1 scope.
- Full GDOT traffic analysis with diagrams and full ICE is excluded although an ICE waiver is included.

Attachment 'B'

City of Alpharetta
COST PROPOSAL

Proj. No.: **n/a**
PI No.: **0019211**
Prime: **AECOM**
Date: **27-Jan-2023**

Project: **North Point Alpha Link Trail**
County: **Fulton**
Contract Type: **Lump Sum**
Fixed Fee %: **10%**

Master Contract: **TBD**
Contract Expiration: **TBD**
Purchase Order No: **TO #1**

Orange indicates client-authorized contingency amounts.

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Phase	Phase Description	Total Fee	0	AECOM	AECOM	AECOM	AECOM	AECOM	AECOM	Settimio	0	0	NOVA Engineering & Environmental	AECOM	AECOM	
		Enter discipline provided by firm >>		Roadway/Trail Design	MS4	Bridge Design & Hydraulics	Traffic Operations	Environmental	Public Involvement	Survey			Geotech - Phase I ESA/UST	Lighting	Landscape Architecture	
	Totals	**$ 450,827.36**	**$ -**	**$ 98,574.24**	**$ 11,185.06**	**$ 17,060.33**	**$ 9,189.27**	**$ 123,416.04**	**$ 14,446.35**	**$ 130,451.65**	**$ -**	**$ -**	**$ 18,703.68**	**$ 1,861.02**	**$ 25,939.72**	**$ -**
1	**Concept Development**	**$ 292,932.28**	$ -	$ 89,834.49	$ 11,185.06	$ 17,060.33	$ 9,189.27	$ 123,416.04	$ 14,446.35	$ -	$ -	$ -	$ -	$ 1,861.02	$ 25,939.72	
2	**Database Preparation**	**$ 130,451.65**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 130,451.65	$ -	$ -	$ -	$ -	$ -	
3	**Environmental Document**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4	**Preliminary Plans**	**$ 18,703.68**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,703.68	$ -	$ -	
5	**Right of Way Plans**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6	**Final Plans**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7	**Construction Services**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8	**Special Studies**	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9	**Public Involvement**	**$ 8,739.75**	$ -	$ 8,739.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Fixed Fee	**$ 28,375.31**	$ -	$ 8,897.43	$ 1,016.82	$ 1,550.94	$ 644.48	$ 10,897.66	$ 1,204.21	$ -	$ -	$ -	$ 1,636.43	$ 169.18	$ 2,358.16	
		Tab Name>>	PM1	Rd1	DS1	Br1	Trf1	Env1	Env2	Srv1	Map1	SUE1	OMT1	Lt1	LA1	
	DBE (Yes or No)			No	No	No	No	No	No	Yes			No	No	No	
	DBE Participation	**$ 130,451.65**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 130,451.65**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	DBE %	**28.9%**								**28.9%**						
	Contract DBE Goal %	**0.0%**														

Hours Summary
By Phase / Firm

Phase	Phase Description	Total Hours	0	AECOM	AECOM	AECOM	AECOM	AECOM	AECOM	Settimio	0	0	NOVA Engineering & Environmental	AECOM	AECOM	
				Roadway/Trail Design	MS4	Bridge Design & Hydraulics	Traffic Operations	Environmental	Public Involvement	Survey			Geotech - Phase I ESA/UST	Lighting	Landscape Architecture	
	Totals	**3,486**	**-**	**802**	**90**	**116**	**57**	**993**	**100**	**990**	**-**	**-**	**138**	**16**	**184**	**-**
1	**Concept Development**	**2,298**	-	742	90	116	57	993	100	-	-	-	-	16	184	
2	**Database Preparation**	**990**	-	-	-	-	-	-	-	990	-	-	-	-	-	
3	**Environmental Document**	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	**Preliminary Plans**	**138**	-	-	-	-	-	-	-	-	-	-	138	-	-	
5	**Right of Way Plans**	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	**Final Plans**	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	**Construction Services**	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	**Special Studies**	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	**Public Involvement**	**60**	-	60	-	-	-	-	-	-	-	-	-	-	-	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____ (the "Effective Date"), by and between **CITY OF ALPHARETTA,** a Georgia municipal corporation (hereinafter referred to as the "City"), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. <u>Agreement.</u> The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – City Solicitation Documents
Exhibit "B" – Consultant Response/Proposal Documents
Exhibit "C" – Scope of Work, Task Order #1
Exhibit "D" – City Form of Contractor Affidavit
Exhibit "E" – City Form of Subcontractor Affidavit

B. <u>Project Description.</u> The "Project" at issue in this Agreement is generally

described as **Design Services: North Point Alpha Link Trail – LCI (GDOT PI #0019211)**, and more particularly described in the materials attached hereto at **Exhibits "A"** and **"C"**.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work Task Order 1 provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. Schedule, Completion Date, and Term of Agreement. Consultant recognizes the importance of meeting the schedule that is applicable to its Services and shall perform the Services as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. The term of this Agreement ("Term") shall commence as of the Notice to Proceed date, and the Work shall be completed, and the Agreement shall terminate, on or before FIVE HUNDRED FORTY (540) CALENDAR DAYS from Notice to Proceed date (provided that certain obligations will survive termination/expiration of this Agreement).

If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on June 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

A. Change Order Defined. A "Change Order" means a written modification of the Agreement, signed by representatives of City and Consultant with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written

Change Order duly executed on behalf of City and Consultant.

D. **Authority to Execute Change Order.** The authority to execute a change order on behalf of the City shall be in accordance with the City's Procurement Policy, as may be amended from time to time.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Payment Terms.** City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED FIFTY THOUSAND, EIGHT HUNDRED TWENTY-SEVEN DOLLARD AND 36/100 ($450,827.36)** (the "Task Order 1 Maximum Contract Price"), except as outlined in Section II(D) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement, **Exhibit "C".**

C. **Reimbursement for Costs.** The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows:

[XX] There shall be no reimbursement for costs.

IV. REPRESENTATIONS OF CONSULTANT

A. **Standard of Care; Licenses, Certification and Permits.** Consultant shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project ("Standard of Care "). Consultant shall perform the Services in accordance with the above standards and shall remedy any material deficiencies or defects in the Deliverables at Consultant's own expense, provided that Consultant is notified by City, in writing, of any such material deficiency or defect within a reasonable period after discovery thereof. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of the Services, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq*.). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. **WILL SHEEHAN, PE** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City. Consultant shall indemnify and hold harmless City and City's elected and appointed officials, officers, boards,

commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable. This indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

Notwithstanding anything to the contrary, neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, punitive, liquidated, incidental, delay, indirect or consequential damages of any kind including but not limited to lost profits or loss of use, loss of access, that may result from this Agreement, or out of any goods or services furnished hereunder.

H. <u>Independent Contractor.</u> Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall

follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

(1) Requirements: Consultant shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit Consultant's indemnification obligations under this Agreement. Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Consultant, its agents, representatives, or employees and shall require like coverage from its subcontractors. Coverage will be evidenced on the current ACORD insurance certificates . These requirements are subject to amendment or waiver if so approved in writing by the City Administrator.

(2) Minimum Limits of Insurance: Consultant shall maintain the following insurance policies with coverage and limits no less than:

(a) Commercial General Liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

(b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Valuable Papers Coverage in an amount sufficient to assure the

restoration of any plans, drawings, field notes, or other similar data relating to the Work covered by this Agreement.

(c) Professional Liability of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

If higher limits are maintained by Consultant than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Consultant.

(3) Deductibles and Self-Insured Retentions: Consultant shall be solely responsible for all deductibles or self-insured retentions on all required policies.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability and Automobile Liability.

(i) *Additional Insured Requirement*. City and City's elected and appointed officials, officers, boards, commissioners, and employees (individually "Insured Party" and collectively "Insured Parties") shall be included as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to any Insured Party for

claims asserted against such Insured Party for its sole negligence.

(ii) *Primary Insurance Requirement*. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.

(iii) *Reporting Requirement*. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) *Separate Coverage*. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) *Defense Costs/Cross Liability*. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) *Subrogation*. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(c) All Coverages.

(i) *Notice Requirement*. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be or canceled, non-renewed, or limits reduced except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) *Starting and Ending Dates*. Policies shall have concurrent starting and ending dates.

(iii) *Incorporation of Indemnification Obligations*. Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company authorized, licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement including City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. In the event of a claim or potential claim, with sufficient advance notice, the Consultant will make available for review, in redacted form, on the Consultant's premises, the applicable policy of insurance. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors: Consultant shall require that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) Claims-Made Policies: Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) City as Additional Insured and Loss Payee: City shall be included as an additional insured and loss payee on all policies required by this Agreement, except City need not be included as an additional insured and loss payee on

any Professional Liability policy, Employer's Liability or Workers' Compensation policy.

(10) Progress Payments: The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

(1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Administrator or his/her designee shall be authorized to conduct an inspection of Consultant's

and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Administrator or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Consultant or Consultant's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the City Administrator or his/her designee may report same to the Department of Homeland Security. Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

_XX 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Consultant by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary with reasonable written notice, Consultant shall make available to City or City's representative(s) for examination all Records. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City's Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

M. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, except as required for carrying out the Services pursuant to this Agreement, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the

unauthorized disclosure and use of City information whether specifically deemed confidential or not.

"Confidential information" shall not include: (i) information that Consultant possessed prior to the date of this Agreement, (ii) information that Consultant develops independently without use of any of City's confidential information, (iii) information Consultant rightfully receives from a third party free to make such disclosure without breach of any legal obligation, (iv) becomes publicly available without breach of this Agreement or (v) such disclosure as required by law or court order, provided that before making such disclosure, Consultant shall promptly provide City with written notice of such requirement and a reasonable opportunity for City to object to the disclosure or to take action as City deems appropriate to maintain the confidentiality of the confidential information.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Meetings. Consultant is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

O. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

P. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant shall have no responsibility for, and the City hereby releases the Consultant from liability resulting from any reuse, modification or use of incomplete Consultant prepared documents, except for the specific purpose intended hereunder. Consultant assumes all risk of loss, damage or destruction of or to

Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Notwithstanding anything to the contrary, work papers, proprietary information, processes, methodologies, know-how and software previously belonging or licensed to Consultant, or not created specifically and exclusively by Consultant for City pursuant to this Agreement ("Consultant Data") shall remain the property of Consultant.

Q. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF CITY

A. **Right of Entry.** City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work, provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.

B. **City's Representative.** **PETE SEWCZWICZ, PE** shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. **For Cause.** Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. In the event of Consultant's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Consultant for the costs of curing the default against any sums due or which become due to Consultant under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. Payment Upon Termination. Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the

appropriate U.S. District Court, and Consultant submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Consultant shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant provides evidence that no such license is required.

F. **Notices.**

(1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Consultant's Representative (named above) for Consultant.

(2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Chris Lagerbloom, City Administrator
City of Alpharetta, Georgia
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

NOTICE TO CONSULTANT shall be sent to:

Garrick L. Edwards, PE; Vice President
AECOM Technical Services, Inc.
1360 Peachtree Street, Suite 500,
Atlanta, GA, 30309

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity, which does not include immunity from contractual obligations under this Agreement, or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the

Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. **Force Majeure.** Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. **Material Condition.** Each term of this Agreement is material, and Consultant's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

IN WITNESS WHEREOF City and Consultant have executed this Agreement, effective as of the Effective Date first above written.

CONSULTANT:

AECOM TECHNICAL SERVICES, INC.

Signature: _____

Garrick L. Edwards, PE; Vice President

Attest/Witness:

Signature: _____

Lusanna Ro, Chief Counsel

(signatures continue on following page)

(signatures continued from previous page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jeff Strickland, City Attorney

EXHIBIT "A"

CITY SOLICITATION DOCUMENTS

[remainder of page intentionally blank]

RFQ STATEMENT OF QUALIFICATIONS AND SUBMITTAL INFORMATION

1. RFQ Period of No Communication, Restriction of Communication in Effect for this Project

From the advertisement date of this RFQ, September 8, 2022, until successful respondents are selected and the award is made official and announced, firms are not allowed to communicate about this solicitation or scope with any staff of the City of Alpharetta, including City of Alpharetta administrator, Mayor, Council/Board Members, or staff of Atkins North America, Inc. This procurement is also advertised on the Georgia Procurement Registry.

Contacting anyone other than the Procurement Agent named below for this RFQ during this time will be reason to remove a response from review.

The submission of questions concerning the solicitation will be accepted only as instructed below in this RFQ. For violation of this provision, the City reserves the right to reject the submittal of the offending respondent.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this RFQ and is the only contact representing the City for this RFQ.

1. Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. https://cityofalpharetta.bonfirehub.com/
2. Questions received after the question deadline noted at the Bonfire project web page may not be answered by the City.
3. We will respond to all questions using the Bonfire site. Responses may be in the form of clarification only. (See section 3, Submittal instructions: Frequently Asked Questions, of this RFQ for a list of common questions with our responses.)
4. When necessary to communicate changes in the solicitation, we may issue official, written addenda. We require all responding to firms (prime or lead firms only) to acknowledge receipt of addenda with each statement of qualifications (SOQ) response.

5. Other than solicitation questions, you can reach Debora at 678-297-6052 or purchasing@alpharetta.ga.us.

   City of Alpharetta
   2 Park Plaza
   Alpharetta, GA 30009
   Attn: Debora Westbrook, Procurement Agent

3. RFQ Schedule of Events

1. Response Close Date, Deadline for Submissions: **October 13, 2022, 10:00 AM.** We may change this date during the RFQ process. We will post any change in an addendum. Review web page for addenda.
2. All responses must be received before closing date and time at https://cityofalpharetta.bonfirehub.com/, webpage for this project. We will not accept paper hard copy, mailed, faxed, or e-mailed responses. We will not accept responses received after the closing time.
3. Link to Bonfire Project Web Page: https://cityofalpharetta.bonfirehub.com/
4. This project web page has the important dates and all project documents for this RFQ.
5. Enter all questions, comments, requests for information before the Questions Due Date using ✉ **Message – Opportunity Q&A** at the project web page.
6. In each question, clearly note the RFQ document and section 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, added information, or other messages before finally uploading a response. You must respond using any updated information.
9. This is a request for qualifications only. There will be no public bid opening.

4. Our Review of Responses and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of your ability to provide the supplies or perform the work or services detailed in this RFQ.
2. We will first review all Statement of Qualifications responses (SOQ) to be sure that each response has basic requirements and information.
3. Some scoring may simply be Pass/Fail. We may remove any SOQ from further evaluation if we note a 'Fail' for any required response.
4. The Review Team will only get correct responses for review and scoring.
5. We will use this review and scoring to create a shortlist of the top-scoring responses. We will invite the shortlisted firms to take part in Phase 2, Request for Proposal (RFP) process.
6. Firms selected and shortlisted as finalists will receive notification and final instructions from the City regarding the Request for Proposals (RFP) **Phase II – Technical Approach and Past Performance** response.

7. We will review and score each response to this RFQ 23-1002 using the criteria and percentage weights below:

Phase 1. SOQ Evaluation Criteria	Maximum Points
Proof of GDOT prequalification in required area classes. *Must receive PASS to continue in SOQ evaluation.*	**PASS/FAIL**
Project Manager, Key Team Leader(s) and Prime's Experience, and Qualifications	60
Project Manager, Key Team Leader(s) and Prime's Resources, and Workload Capacity	40
Total Maximum point score	***100***

WHAT WE WANT TO DO

General Description

The City of Alpharetta is requesting qualifications from consultants for the **Design Services: North Point Alpha Link Trail – LCI GDOT PI # 0019211** including, but not limited to, design work from concept through final design and related work. The intent of this project is to create a connection between the City's Alpha Loop trail and Big Creek Greenway. The trail will be located adjacent to GA 400 from Haynes Bridge Road to Encore Parkway within the City of Alpharetta, Georgia (see Exhibit A for a location map).

Background on planning efforts that have been done to date can be found on the City's website - north-point-alphaloop-connectivity-feasibility-study.pdf (alpharetta.ga.us)

A Disadvantaged Business Enterprise (DBE) goal is not assigned to this project's Preliminary Engineering (PE) activities. The City encourages DBE participation. The City will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation DBE Program Plan.

For more information on the GDOT DBE Program please contact:

Georgia Department of Transportation
Equal Opportunity Division
One Georgia Center, 7th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1972

All design must follow the Georgia Department of Transportation Plan Development Process (PDP) and conform to AASHTO/GDOT/FHWA guidelines and policies and the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition. Only consultants that have been pre-qualified with the Georgia Department of Transportation to perform this class of work should send qualifications. You should submit the Notice of Professional Consultant Qualifications (for the Prime Consultant and all sub-consultants) issued by GDOT as a part of qualifications package.

The City desires that the Consultant have the ability to provide, either with its own forces or through a sub-consultant team member, comprehensive services necessary to fulfill all preliminary engineering services which may arise during the project cycle. The final deliverable will be full construction plans and specifications following GDOT's PDP. The selected consultant firm or team will be responsible for providing all necessary site investigation / database items such as survey, geotechnical (BFIs, WFIs, pavement evaluation, perc tests for infiltration-based stormwater ideas, etc.), and environmental services (wetlands delineations, ACOE/FEMA coordination if needed, the various studies required in the PDP process, etc.). In addition, final plans will need to show compliance with the City of Alpharetta UDC for stormwater and landscaping; and will need EPD approval of the ES&PC plans.

The Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom the City will contract. The Prime Consultant must be prequalified in the Area Classes identified below in **Section 1 Area Class**.

The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. The Prime Consultant or sub-consultant team members must be prequalified in the Area Classes identified below in **Section 2 Area Class**.

Respondents should submit a summary form which details the required area classes for the Prime Consultant and all sub-consultants or joint venture of consultants on the team listed in the Statement of Qualifications. The area classes listed on the summary form must meet all required area classes or the team will be disqualified and not considered for evaluation. The Prequalification Expiration Date must be current by the deadline stated for this RFQ. GDOT Prequalification Certifications must be submitted for each area class held by the Prime and / or sub-consultant team members.

Following is an example of the summary form. A complete summary form with all area classes listed can be found in this document at Statement of Qualifications Submittal, A. Georgia Department of Transportation (GDOT) Prequalification Certification for Prime Consultant and all sub-consultants.

Check Prime	Check Sub-Consultants	Area Class Number	Area Class
		1.06(a)	NEPA
		1.06(b)	History

Section 1 Area Class – The **Prime Consultant** **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
3.02	Two-Lane or Multi-lane urban Roadway Design

Section 2 Area Class – The **Team** (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed beginning on the next page.

Number	Area Class
1.06(a)	NEPA
1.06(b)	History
1.06(c)	Air Quality
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archaeology
1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)
3.02	Two-Lane or Multi-lane urban Roadway Design
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.08	Landscape Architecture Design
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
3.13	Facilities for Bicycles and Pedestrians
3.15	Highway and Outdoor Lighting
4.01(a)	Minor Bridge Design
4.04	Hydraulic and Hydrological Studies (Bridges)
5.01	Land Surveying
5.02	Engineering Surveying
6.01(a)	Soil Survey Studies
6.02	Bridge Foundation Studies
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)
6.05	Hazardous Waste Site Assessment Studies
9.01	Erosion, Sedimentation, and Pollution Control Plan

If a team member's prequalification will expire prior to the due date of the SOQs, documentation must be provided which shows that the firm has submitted its application for prequalification prior to the SOQ due date. The team must maintain its prequalification certification in order to be considered eligible for award if selected.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Response

1. Using Bonfire to Submit Response

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your response: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all responses only online. You must upload completed responses online before the closing date and time found in Project Details of the project web page for this RFQ.

1.3. We will not accept responses by mail, fax, or email. We will not accept paper copy responses. We will not accept any responses after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading response documents and information. You must successfully upload all the required documents, including filling out any questionnaires 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 response upload. This confirms that you have successfully turned in your response with all required information.

1.6. You can update your response 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 response 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 Response Document Formats

❖ Each SOQ 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 document text using this outline:
  - ☐ 8 ½" x 11" letter page size (unless otherwise noted)
  - ☐ formatted to single space lines,
  - ☐ 10 to 12-point font size,
  - ☐ Typical text font style, easily readable such as Arial, Book Antiqua, Times New Roman, etc.
  - ☐ black font color (excludes photos, charts, section separators or headings), and
  - ☐ upload proposal documents in PDF format unless otherwise requested.
  - ☐ All responses must reference RFQ Number 23-1002, Design Services: North Point Alpha Link Trail – LCI (GDOT PI # 0019211)
  - ☐ Responding consultants must include company name or initials in file title of each document or form uploaded with the response. (Not required for the questionnaire.)

3. Submittal instructions: Frequently Asked Questions

These are a few of the commonly asked questions. Please refer to STATEMENT OF QUALIFICATIONS SUBMITTAL section of the RFQ document for detailed submittal instructions.

A. Are required forms included in the page limit?
   i. Do not include required forms (E-verify, Disclosure, W-9) in the SOQ response. You are to submit required forms as separate and individual items.

B. Are required forms to be submitted by sub-consultants or other team firms?
   i. Required forms are only required from the prime or lead consulting firm. Do not submit forms for subs or team members.

C. Should sub-consultants or other team firms compete the questionnaire?
   i. Questionnaire only to be completed by the prime or lead consultant.

D. Which items do not count toward the noted page limits?
   i. Cover Letter does not count toward overall page limit. We do request that your cover letter be kept to no more that 2 pages.
   ii. Section dividers or covers do not count toward page limit.
   iii. Required forms do not count toward page limit.
   iv. Questionnaire is a separate Excel type entry and does not count toward page limit.
   v. Org Chart

E. Does the black font color and font size apply to heading and graphics? Is font color and size requirement for the entire SOQ or does it just have to be for text and we can include color paragraph headers?
   i. Font requirements refer to text only. Photographs, Section headers/dividers, company logo, etc., may be color and font may vary. See above, #2 Required Response Document Formats for other formatting requirements.

F. Can submittal contain a cover page to come before the cover letter that does not count toward the page limit?
   i. Yes.

STATEMENT OF QUALIFICATIONS SUBMITTAL 100 points Combined Criteria

See Evaluation Criteria page 2 for detail scoring points

This document must be no more than fifteen (15) pages, not including cover letter. Include in SOQ document:

- Prime Consultant Cover Letter, Business Information
- GDOT Prequalification Certifications
  - Copies of GDOT Prequalification Certifications may be uploaded separate from the Statement of Qualifications. Therefore, these will not count toward the page limit.
  - Include in the Statement of Qualifications the completed RFQ 23-1002 Alpha Link GDOT checklist. This may be added as an appendix and will not count toward the 15-page limit.
- Statement of Qualifications,
  - Project Manager, Key Team Leader(s) and Prime's Experience and Qualifications
  - Project Manager, Key Team Leader(s) and Prime's Resources and Workload Capacity

A. **Georgia Department of Transportation (GDOT) Prequalification Certification** for Prime Consultant and all sub-consultants. ***(PASS / FAIL)***

All design shall conform to the State of Georgia Standard Specifications for the Construction of Transportation Systems 2021 Edition. Only consultants that have been pre-qualified with GDOT to perform the noted classes of work should send qualifications. The following checklist may be used in your response, but also Include your GDOT certifications with response.

Submit certifications as separate document(s) from remainder of SOQ. Excluded from total page count.

The following checklist should be included in an appendix of the technical SOQ. A template of this list has been provided for your use and can be downloaded from the Bonfire webpage for this RFQ.

Check Prime	Check Sub-Consultant	Number	Area Class
		1.06(a)	NEPA
		1.06(b)	History
		1.06(c)	Air Quality
		1.06(d)	Noise
		1.06(e)	Ecology
		1.06(f)	Archaeology
		1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)
		3.02	Two-Lane or Multi-lane urban Roadway Design
		3.06	Traffic Operations Studies
		3.07	Traffic Operations Design

		3.08	Landscape Architecture Design
		3.10	Utility Coordination
		3.12	Hydraulic and Hydrological Studies (Roadway)
		3.13	Facilities for Bicycles and Pedestrians
		3.15	Highway and Outdoor Lighting
		4.01(a)	Minor Bridge Design
		4.04	Hydraulic and Hydrological Studies (Bridges)
		5.01	Land Surveying
		5.02	Engineering Surveying
		6.01(a)	Soil Survey Studies
		6.02	Bridge Foundation Studies
		6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)
		6.05	Hazardous Waste Site Assessment Studies
		9.01	Erosion, Sedimentation, and Pollution Control Plan

B. The following requested information items make up the SOQ Technical document for review, unless otherwise noted.

1. **Prime Consultant: Cover Letter with Brief Business Profile and Business Information**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City. Limit to two pages but does not count toward overall page count.

   This is general information and will not be scored but may be used to determine eligibility for selection. Only submit the information requested; additional information will be subject to disqualification of your firm.

   i. Include name and home office address. If another office address oversees work of this project, add that address information too.

   ii. Provide the form of ownership. Include state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?

   iii. Contact, one person to be the single point of contact for this response. All communication with the City will be with this person. Supply the following contact information in the response:

   - Name, including business title and preferred personal title (Mr. Ms. etc.)
   - mailing address,
   - telephone number, cell phone number, and
   - e-mail address.

2. **Statement of Qualifications 100 points Combined**

   A. Project Manager, Key Team Leader(s) and Prime's Experience and Qualifications. The Selection Committee will evaluate all firms on their Experience and Qualifications, which will account for a total of sixty (60%) percent of the total evaluation.

The following criteria for scoring Phase 1. SOQ Evaluation will be used by our team to determine which firms are shortlisted:

a. Project Manager education, registration, relevant engineering experience, relevant project management experience, experience in utilizing GDOT specific processes, manuals, or guidance.

b. Key Team Leaders' education, registration, relevant technical experience, and relevant experience in utilizing GDOT specific processes, manuals, or guidance. Key Team Leaders are defined as those who will oversee project areas related to the design services for this project.

c. Prime Consultant's experience in delivering projects of similar complexity, size, scope, and function.

At a minimum, include for the **Project Manager**:

i. Education
ii. Registration (if necessary and applicable)
iii. Relevant engineering experience
iv. Relevant project management experience for projects of similar complexity, size, scope, and function.
v. Relevant experience utilizing all applicable processes, manuals, or guidance, including but not limited to GDOT's Plan Development Process, Design Policy, Environmental Procedures Manual, Utility Accommodations Policy and Standards Manual etc.
vi. Recommended 2 pages for Project Manager information.

At a minimum, include for the **Key Team Leaders**:

i. Other than Project Manager, at a minimum, provide Key Team leaders for the following categories – Landscape Architecture and Structural.
ii. Education
iii. Registration (if necessary and applicable.)
iv. Relevant experience in the applicable resource area of the most relevant projects.
v. Relevant experience utilizing all applicable processes, manuals, or guidance, including but not limited to GDOT's Plan Development Process, Design Policy, Environmental Procedures Manual, Utility Accommodations Policy and Standards Manual etc. which are specific to the key team leader's area.
vi. Recommended 1 page for each Key Team Leaders' information.

At a minimum, include for the **Prime Consultant**:

Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services. The information should be within the last seven (7) years. The City prefers

referenced projects to be constructed or in construction but will consider those under design. These do not need to be GDOT PDP projects, local funded projects may be included as well. For each project, the following information should be provided:

i. Client name, project location and dates during which services were performed.
ii. Description of overall project and services performed by your firm.
iii. Duration of project services provided by your firm, and overall project budget.
iv. Experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.)
v. Client(s) current contact information including contact names, telephone numbers and email address.
vi. Involvement of Key Team Leaders on the projects.
vii. Recommended 2 pages for Prime Consultant information.

B. **Project Manager, Key Team Leader(s) and Prime's Resources and Workload Capacity.** The Selection Committee will evaluate all firms on their Resources availability and Workload Capacity which will account for a total of forty (40%) percent of the total evaluation. The following criteria for scoring Phase 1. SOQ Evaluation for the Resources and Workload Capacity will be used by our team to determine which firms are shortlisted:

a. Project Manager Workload
b. Workload capacity of Key Team Leader(s)
c. Resources dedicated to delivering project
d. Ability to Meet Project Schedule

At a minimum, provide:

i. **Org Chart** identifying Project Manager, Key Team Leaders, Prime consultant, and relevant support personnel. The org chart may be submitted separately as 11" x 17" page and is excluded from total page count.
ii. Identify the primary office which will be responsible for handling the specific project. Include the number and types of staff within the office and how this office could benefit the project and promote efficiency.
iii. Provide information regarding additional resource areas identified as important to the project.
   - Discuss how the key areas will integrate and work together on the project and any information which is pertinent to these areas.
   - Understanding that no project schedule has been created for this solicitation, you may provide a narrative regarding how the organization of this team, including the PM and Key Team Leaders

can work together to ensure that a project schedule can be met given their workload capacity.

- You may discuss the advantages of the team and the abilities of the team members which will enable the project to move as expeditiously as possible.

iv. Other than org chart, it is recommended 2 pages for #2 ii. and iii. above.

v. Commitment Tables: provide a list for PM and each Key Team Leader for work currently underway and known to be upcoming within the next six months. The list should include all projects (GDOT, other governments and private contracts). Use table similar to the following examples.

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

REQUIRED FORMS:

- We have provided a document file with three required forms. You must complete these forms and return to us with every response.
- 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 responses:

A. **IRS Form W-9**

B. **Bidder's Disclosures and Certifications**

C. **E-Verify** (Affidavit Verifying Consultant 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 RFQs.
>
> ❖ Top mistakes include wrong number or missing information.
>
> ❖ State of Georgia law requires that we have this completed form before we can review a response.
>
> ❖ A form with errors doesn't fulfill this requirement.

- 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 Consultant – your company
- Name of Project – Same as RFQ 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

QUESTIONNAIRE:

We use a questionnaire to gather important information needed for legal requirements, your Acknowledgments, our proposal review, or information needed for writing a contract.

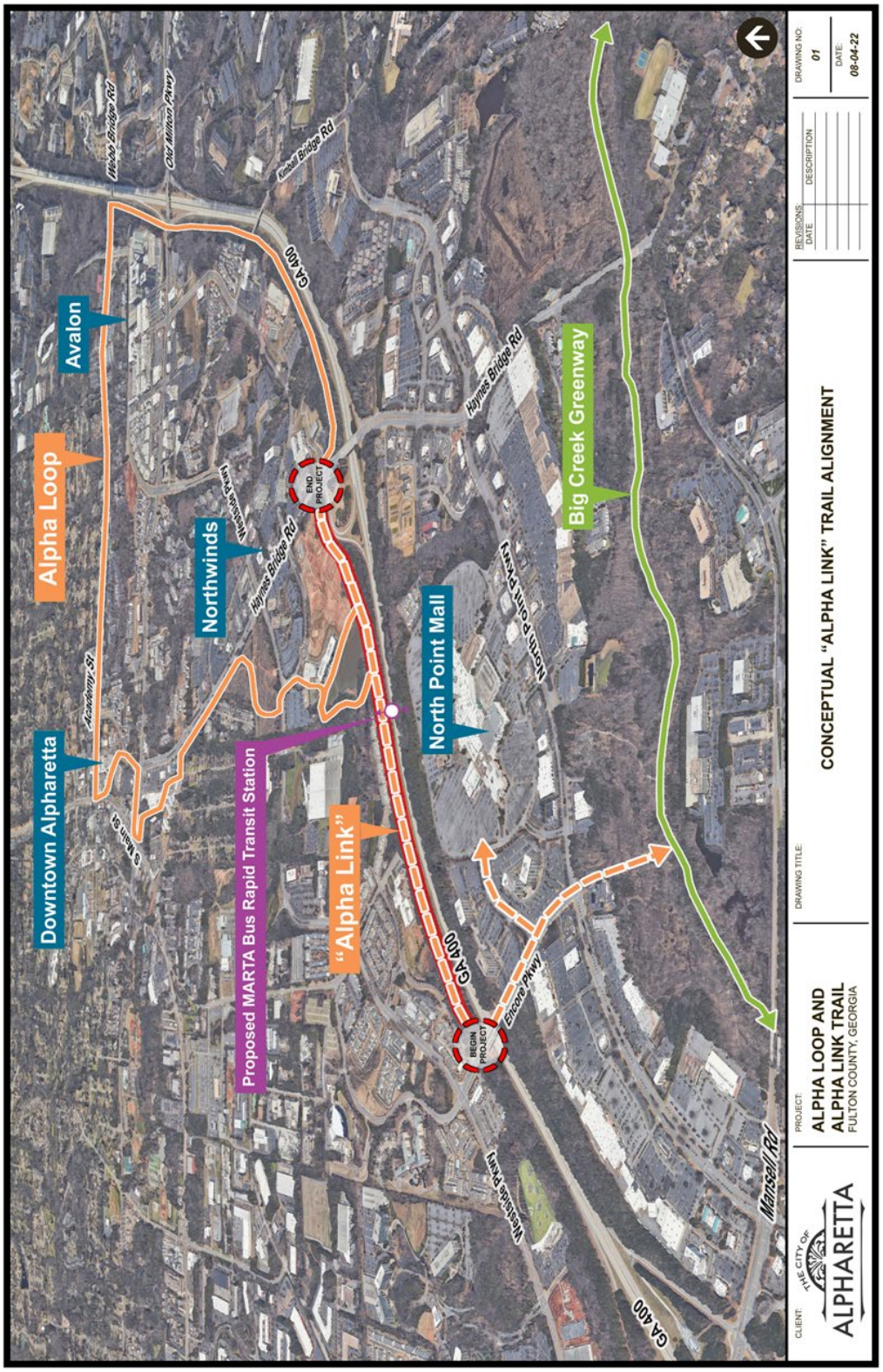
Some questions may require your answers about the work we have described in this RFP.

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: Supply name, business title, email address [Response Type: text entry].
- Corporate secretary, if incorporated, for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Contact for legal notices-needed for contracting: Business name and mailing address, contact name [Response Type: text entry].
- Unique Entity ID / identifier used at SAM.gov [Response Type: alphanumeric entry].
- Acknowledgment of Addenda, enter the number of addenda received [Response Type: 0, 1, 2, etc].
- Acknowledgment of Insurance Requirement [Response Type: Yes, No entry].
- Acknowledgement of GDOT Plan Development Process [Response Type: Yes, No entry].
- Note the employee-number category for your company (all locations) [Response choices: 500 or more employees, 100 or more employees, or less than 100 employees.]

EXHIBIT A: LOCATION MAP



INFORMATION AND CONTRACT TERMS & CONDITIONS

RFQ Information

1. Consultant Acknowledgement

By submitting a Statement of Qualifications (SOQ) for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFQ's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFQ. These documents make up the RFQ. They will become part of any contract that may be awarded because of responses to this RFQ.

By sending an SOQ, the Consultant acknowledges and agrees that:

a. The Consultant has carefully examined and fully understands the terms and conditions as noted within this RFQ.

b. The Consultant acknowledges that they are capable of completing Work as generally noted in this RFQ.

c. The Consultant understands that detailed description, actual conditions, and requirements of the proposed Work will be supplied in the follow-up RFP that will be provided only to shortlisted firms.

Acknowledging these statements, the Consultant proposes and agrees that if the Consultant's SOQ is accepted, the Consultant 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 SOQs, to reject any bid or SOQ that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or SOQ that shows that a bidder 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 Consultant to provide the supplies and/or perform the services specified.

3. Cost of Preparing a Response

a. **City Not Responsible for Preparation Costs**: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

b. **All Timely Submitted Materials Become City Property**: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from the procurement process.

4. Receipt of Responses 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 Consultant 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 Consultant 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 Consultant 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 Responses:** The Procurement Agent in charge of the solicitation will open and review each response 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 Consultant wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Statement of Qualification (SOQ) by the Consultant.
2. The SOQ does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Consultant 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 SOQ that Consultant 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. Consultants 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. Consultant 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

The City's intent is to negotiate the contract amount and certain terms with the highest scoring Prime consultant from Phase 2 RFP. We have included our standard terms and conditions for review. Certain terms and conditions are set forth below in this document as informational only.

1. 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.

2. 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

3. 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 Consultant for the work, those employees must perform the work as long as those employees work for the Consultant, either as employees or subconsultants, 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 Consultant's employee is required due to termination of employment by Consultant, Consultant must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

4. **General Insurance Requirements** Upon Council approval, the awarded Consultant shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFQ. 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 Consultant 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
- **Errors & Omissions Professional Liability Insurance:**

  Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes

the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply 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 Consultant will 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 Consultant's, or Consultant's agents', employees' or subconsultants', 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 will 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 will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

5. Invoicing, Payment Processing, ePayables

A. Invoices or applications for payment for each progress payment may be submitted to and paid by the City not more often than once a month as agreed to by the City prior to the commencement of the Work.

B. All applications for payment must be sent to the City's project manager for this contract.

C. Replying to this RFQ confirms Consultant's agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

6. Contract Type and Term.

The City anticipates one (1) Multi-Phase, Project Specific contract to be awarded to one (1) firm, for the project/contract identified. The City anticipates that the payment method will be Cost Plus Fixed Fee. As a Project Specific contract, it is the City's intention that the Agreement will remain in effect until successful completion of the Preliminary Engineering (PE) phase of the projects. The City may choose to utilize the selected consultant for construction revisions, administration, engineering and inspection. These items may be be included in the contract scope.

The term of the Contract starts upon contract execution by both parties and will end upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

7. Contract Amount

During the Request for Proposal, Phase 2, Multi-Phase, Project Specific contract amount will be determined via negotiations with the City. If the City and highest scoring consultant are unable to reach a satisfactory agreement and at reasonable rates to be paid for the services to be provided, the City reserves the right to terminate negotiations with the highest scoring finalist and begin negotiations with the next highest scoring finalist

8. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here 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 Consultant under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

9. Performance Prior to Contract Execution

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant's risk and will 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.

10. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

11. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will 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 Consultant must 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 Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

12. 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 will not enter into a contract for the physical performance of services unless the Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants submitting an SOQ for the physical performance of service must 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 Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

1) Per O.C.G.A. § 13-10-91, the Consultant represents, warrants, acknowledges, and/or agrees that:
    a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
    b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
    c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant registers and takes part 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 about E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix A hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement.
3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
6) 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 Consultant's response.

13. Compliance with Laws

The Consultant will, in performance of work under the Contract, fully follow 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 Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on 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.

14. Termination

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

15. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, per O.C.G.A. § 36-60-13, this Contract will end at once and absolutely if the City finds that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and will be conclusive.

16. Ownership of Work Product

In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

Appendix A: Informational Forms

These forms should not be returned in SOQ response to City.

1. Subconsultant E-verify Affidavit
2. Sub-subconsultant E-verify Affidavit

Subconsultant 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-subconsultant E-verify Affidavit

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract.

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

CITY OF ALPHARETTA REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Number: 23-1002

RFQ Title: Design Services: North Point Alpha Link Trail – LCI (GDOT PI#0019211)

RFQ Addendum Posting Date: September 13, 2022

ADDENDUM #1

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFQ noted above and part of any contract that may be awarded because of response to this RFQ.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting SOQ.
5. The request for qualification documents are hereby modified in the following respects:

The following question was posted at the City of Alpharetta RFQ 23-1002 project webpage, https://cityofalpharetta.bonfirehub.com/

Q1 On Page 10, the RFQ states, "Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services." Are we to provide examples of experience for the prime firm ONLY? Or, are we allowed to provide examples of experience from our subconsultant(s) as well?

Our City's response to this question and Addendum #1 RFQ submittal changes are as follows:

Due to the nature of this project, we want to see 1. Knowledge of GDOT project development process and 2. Experience designing trails. To demonstrate the team's capability, it is acceptable to provide reference projects from prime and subconsultants.

To allow for any added project examples, the page count limit for Statement of Qualification Submittal will increase from fifteen (15) pages to eighteen (18) page count limit.

END ADDENDUM

CITY OF ALPHARETTA REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Number: 23-1002

RFQ Title: Design Services: North Point Alpha Link Trail - LCI (GDOT PI # 0019211)

RFQ Q&A Posting Date: October 4, 2022

QUESTIONS & ANSWERS, CLARIFICATIONS

1. We have included in this document the questions that we received from interested Offerors, along with our answers to these questions.
2. This is NOT an addendum. This document does not make any changes to the RFQ. It is simply for clarification purposes.
3. We will add this to the RFQ documents as record of our Q&A.

Q1 Regarding Addendum 1, if a proposer does not include subconsultant projects, is the 2-page limit in force?

a. The additional pages added in addendum 1 are allowed regardless of whether subconsultants are used.

Q2 Regarding GDOT Checklist – Our firm provides some of the services (area classes) listed but our subs will be leading those tasks. Is the purpose of the checklist to illustrate which area classes will be led by either the prime or the subconsultants? If not, please state the purpose of the Area Class checklist so we can execute the form correctly.

a. As long as the prime meets the area class 3.02 it is acceptable for subconsultants to provide or lead other area classes. It is expected that the project manager will be from the prime's firm and be the prime contact with the City of Alpharetta.

Q3 Will subconsultants need to submit the following in addition to the prime: IRS Form W-9, Bidder's Disclosures and Certifications, E-Verify, and the questionnaire provided on page 13 of the RFQ?

a. Only Prime consultant to supply required forms and questionnaire with SOQ response.

END

CITY OF ALPHARETTA REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Number: **23-1002**

RFQ Title: **Design Services: North Point Alpha Link Trail - LCI (the City PI # 0019211)**

RFQ Notice to Selected Finalist Posting Date: **November 17, 2022**

NOTICE TO SELECTED FINALISTS

To:

1. **AECOM Technical Services, Inc.**
2. **Columbia Engineering and Services, Inc.**
3. **KCI Technologies, Inc.**

On behalf of the City of Alpharetta and the Selection Committee for the Request for Qualifications (RFQ) referenced above, we want to thank you for your response to and your interest in this project. We congratulate you and your firm on being selected as a Finalist for further consideration.

This notice shall serve as an official request for additional required information and action from Finalists. As a Finalist, your firm is required to comply with the written instructions and remaining schedule below:

Event	Date	Time
The City completes evaluation and issues notification of selected Finalists.	11-9-2022	x
The City issues Phase 2 information to selected Finalists.	11-17-2022	x
Deadline for submission of written questions from Finalists.	12-6-2022	2:00 PM
Phase 2 Response of Finalist firms due.	12-15-2022	2:00 PM

A. **No submittals will be accepted after the time and date set for receipt.**

B. **The City reserves the right,** in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

C. **Procurement Agent, Single Point of Contact; Questions / Requests for Clarification**

From the issue date of this solicitation until a successful consultant is selected and the award is made official and announced, respondents are subject to the Restriction of Communication. Debora Westbrook is the Procurement Agent and Single Point of Contact for this RFQ and is the only contact representing the City for this RFQ.

1. Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. https://cityofalpharetta.bonfirehub.com/

2. Questions received after the question deadline noted at the Bonfire project web page may not be answered by the City.
3. We will respond to all questions using the Bonfire project web page. Responses may be in the form of clarification only.
4. When necessary to communicate changes in the solicitation, we may issue official, written addenda. We require all responding Finalists to acknowledge receipt of addenda with each statement of qualifications (SOQ) response.
5. Other than solicitation questions, you can reach the Procurement Agent at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

D. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the respondent submitting the response. The City is not obligated to any respondent to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals as "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view unless authorized under State of Georgia law. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until a final award.

E. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the City and does not obligate the City to procure or contract for any services. Neither the City nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the City and a respondent containing such terms and conditions as are negotiated between those parties. The City reserves the right to waive non-compliance with any requirements of this Request for Qualifications and to reject any or all proposals submitted in responses. Upon review of responses, the City will determine the respondent(s) proposal that in the sole judgment of the City is in the best interest of the City (if any is so determined), with respect to the evaluation criteria stated herein. The City then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached.

F. Debriefings

In lieu of Pre-Award and Post-Award in-person or verbal debriefings, it will be the City's procedure to provide the "Selection Package" when requested by a consultant after contract award by City Council with a successful consultant. The "Selection Package" will include the scores and comments of phases for the requesting firm and will typically be provided as a PDF file and e-mailed. It shall be the procedure of the City that all debriefings will typically be conducted in writing.

G. Right to Cancel or Change RFQ

The City reserves the right to cancel any and all Request for Qualifications where it is determined to be in the best interest of the City to do so. The City reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all Finalists to routinely check the posting at the City's Bonfire project web page or on the Georgia Procurement Registry for any addenda or revisions to this RFQ.

H. Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this solicitation. Any respondent submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

I. Phase 2 - Finalists Response on Technical Approach and Past Performance

Phase 2 consists of this request for **Technical Approach** from the three Finalist firms for the project. The City may request a presentation/interview if it is determined in its best interests. Detailed Technical Approach instructions and requirements are provided herein. All members of the Selection Committee will review the Technical Approach (and will attend any presentation/interview). **Firms shall not address any questions, prior to the award announcement, to anyone other than the Procurement Agent.**

J. Final Selection

Final selection will be determined by carrying the scores from **Phase 1** forward for each Finalist and by evaluating the **Technical Approach** and **Past Performance** criteria for **Phase 2**. The Selection Committee will discuss the Finalist's Phase 2 Responses and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm to finalize the terms and conditions of the contract, including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm, The City will formally terminate the negotiations and possibly enter into negotiations with the second highest-ranking firm, and so on in turn until a mutual agreement is established and the City awards a contract. The final form of the contract shall be developed by the City.

K. Evaluation Criteria for Phase 2 - Criteria for Evaluation of Technical Approach and Past Performance

1) **Technical Approach – 80%**

The Selection Committee will evaluate the shortlisted firms (Finalists) on their Technical Approach, which shall account for a total of eighty (80%) percent. The Selection Committee shall utilize the following additional criteria for scoring Phase 2 of the evaluation to determine the highest ranked/most qualified **(NOTE: Scores from Phase 1 will be carried forward and combined with the scores from the Phase 2 to determine the final ranking of Finalists)**:

i. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.

ii. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.

iii. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

2) Past Performance – 20%

No additional information is requested to be submitted to fulfill this requirement. Information from the referenced projects provided in Phase 1 response as well as information on file with the City will be used to fulfill this requirement.

The Selection Committee may consider references and information provided during Phase 1 for relevant projects, knowledge any selection committee member has of performance on relevant projects, and performance evaluations or knowledge presented on the City projects. The Selection Committee will consider all factors in their totality when arriving at a final score for the Past Performance.

L. Scope of Work

The Design Services: North Point Alpha Link Trail - LCI (the City PI # 0019211) project includes, but not limited to, design work from concept through final design and related work. The intent of this project is to create a connection between the City's Alpha Loop trail and Big Creek Greenway. The trail will be located adjacent to GA 400 from Haynes Bridge Road to Encore Parkway within the City of Alpharetta, Georgia (see Exhibit A for a location map). The trail is expected to cross waterways and bridging and/or boardwalk may be necessary. The trail design should follow Alpharetta stormwater requirements for areas of the trail within Alpharetta ROW. GDOT MS4 requirements will be used for areas within GDOT ROW. Lighting and a potential for some landscape features will also need to be incorporated into the design.

Background on planning efforts that have been done to date can be found on the City's website - https://www.alpharetta.ga.us/docs/default-source/publications/planning-zoning/northpoint-activity-center/presentations-reports/north-point-alphaloop-connectivity-feasibility-study.pdf?sfvrsn=db4ed9ab_2

This project will contain federal funds and all design must follow the Georgia Department of Transportation Plan Development Process (PDP) and conform to AASHTO/GDOT/FHWA guidelines and policies and the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition. GDOT guidelines that should be followed include but are not limited to the PDP, Electronic Data Guidelines (EDG), GDOT Design Policy Manual, GDOT Drainage Manual, GDOT Bridge and Structures Design Manual, Plan Presentation Guide, Survey Manual, NEPA and the GDOT Environmental Procedures Manual.

The City will handle Right of Way acquisition and any ROW cost estimates necessary during the design process. However, the selected consultant will be responsible for utility coordination including the utility estimate required for the concept report.

During the design process the selected consultant will be expected to meet with the City and GDOT PM on a monthly basis. In addition, the selected consultant will be expected to coordinate with GDOT's MMIP program/team on a regular basis.

The final deliverable will be full construction plans and specification following GDOT's PDP including erosion control plans which meet EPD requirements. The selected consultant firm or team will be responsible for providing all necessary site investigation / database items such as survey, hydraulic and hydrological studies, geotechnical (BFIs, WFIs, pavement evaluation, perc if necessary, etc.), and environmental services (wetlands delineations, ACOE/FEMA coordination if needed, the various studies required in the PDP process, etc.). (See Exhibit B for anticipated scope/deliverables.)

Two different designs are being considered to tie the Alpha Loop to this proposed project –

- Tunnel under Haynes Bridge Road
- Providing a trail along the existing road network in this area

This work is currently being reviewed by the City of Alpharetta and the selected consultant will be informed of the proposed preferred design during fee negotiations.

The consultant shall conduct Quality Control/Quality Assurance reviews prior to submittal on all deliverables and be able to provide upon request from the City.

A baseline scheduled has not been created for this project yet. The City, GDOT and selected consultant will coordinate to develop a schedule as the City seeks additional funding.

M. Contract Term and Type

The City anticipates one (1) Multi-Phase, Project Specific contract to be awarded to one (1) firm, for the project identified. The City anticipates that the payment method will be Firm Fixed Price / Lump Sum. As a Project Specific contract, it is the City's intention that the Agreement will remain in effect until successful completion of the Preliminary Engineering (PE) phase of the projects. The City may choose to utilize the selected consultant for construction revisions, administration, engineering and inspection. These items may be included in the contract scope.

It is anticipated the first task order will include the survey database and environmental document including the required special studies and an approved concept report.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Response

1. Using Bonfire Project Web Page to Submit Response

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your response: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all responses only online. You must upload completed responses online before the closing date and time found in Project Details of the project web page for this RFQ.

1.3. We will not accept responses by mail, fax, or email. We will not accept paper copy responses. We will not accept any responses after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading response documents and information. You must successfully upload all the required documents, including filling out any questionnaires 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 response upload. This confirms that you have successfully turned in your response with all required information.

1.6. You can update your response 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 response 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 Response Document Formats

❖ Each SOQ 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 document text using this outline:
  - ☐ 8 ½" x 11" letter page size (unless otherwise noted)
  - ☐ formatted to single space lines,
  - ☐ 10 to 12-point font size,
  - ☐ Typical text font style, easily readable such as Arial, Book Antiqua, Times New Roman, etc.
  - ☐ black font color (excludes photos, charts, section separators or headings), and
  - ☐ upload proposal documents in PDF format unless otherwise requested.

- ☐ Naming PDF technical response document must follow this format: [Insert proposing firm's name-shorten as needed] 23-1002, AlphaLink PI0019211
- ☐ All responses must reference RFQ Number 23-1002, Design Services: North Point Alpha Link Trail – LCI (GDOT PI # 0019211) in response documents

3. **Submittal instructions**

The Phase 2 response must be submitted in accordance with the instructions provided and must be organized, categorized using the same headings (in **red**), and numbered and lettered exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City to ensure compliance with the page limitations.

Past Performance: No submittal for Phase 2. See Section K Evaluation Criteria, #2.

1) Phase 2 Cover Page (limited to one (1) page maximum.)

Each submittal must have a cover page for Phase 2 submittal. Each cover page must include at a minimum that the response is for City of Alpharetta Phase 2, RFQ 23-1002, Design Services: North Point Alpha Link Trail - LCI (GDOT PI # 0019211), and consultant firm's full legal name, contact for this procurement, address and contact information.

2) **Technical Approach (**limited to three (3) page maximum.)

i. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.

ii. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.

iii. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

EXHIBIT A: LOCATION MAP

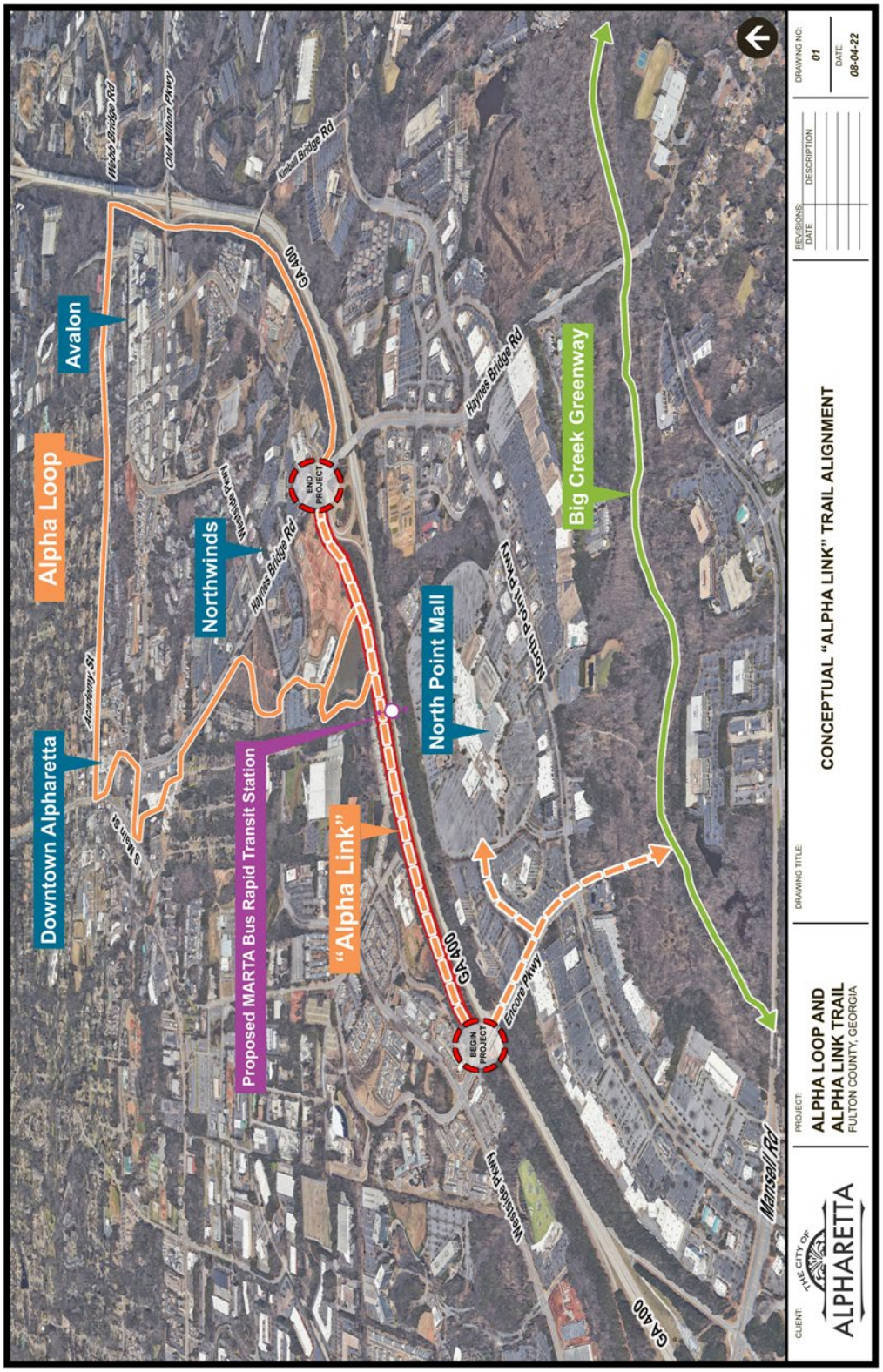


EXHIBIT B: ANTICIPATED SCOPE / DELIVERABLES

The Consultant is anticipated to provide the following but not limited to services for this project:

Please note the consultant is expected to submit all deliverables to the City prior to submitting to GDOT.

Concept:

- Participate in a Kick-Off Meeting with GDOT/Atlas team, consultant, and Alpharetta to discuss PDP schedule, roles, and next steps
- Prepare the Project Justification Statement (PJS)
- Traffic Engineering (TE) – if required by GDOT
    1. Potential traffic calming measures need to be reviewed
    2. Prepare Traffic Counts Map and review request form
    3. Traffic Count collection
    4. Traffic Analysis:
        1. Traffic Data Report (TDR)
        2. Traffic Forecasting Report (TFR)
        3. Intersection Control Evaluation (ICE)
        4. Traffic Engineering (TE) Study
- Prepare concept layouts and alignment alternatives
- Prepare a Phase 1 ENV Site Assessment for Underground Storage Tanks or Hazardous Materials
- Conceptual MS4
- Conduct Soil survey
- Prepare cost estimates for Utility and Construction
- Concept Team Meeting Preparation and Attendance including preparation of meeting minutes
- Approved concept report
- Annual updates of cost estimates

Environmental Documentation (CE is anticipated but consultant to confirm):

- Develop Environmental Survey Boundary (ESB)
    1. Consultant creates map showing project area in PDF & DGN formats
    2. Traditionally the boundary is 100 ft. from edge of pavement or area of disruption
- Early Coordination
    1. Property Owner Notification Letter preparation and distribution
    2. Cultural Resources (CR_106) Early Coordination Letter (ECL)
    3. Ecology (IPaC & GNAHRGIS)

4. Review of National Environmental Protection Act (NEPA) ECL

- Environmental Resource Identification (RID) Survey Reports including necessary field work
    1. Archaeology – determine if an ASR can be used
    2. History Resource Survey Report (HRSR)
    3. Ecology Resources Survey Report (ERSR)
- Public Involvement Open House including dry run, legal advertisement, handouts, displays, synopsis, summary of comments and comment response letters
- Prepare 4(f) documentation (if required)
- Prepare for and attend the Avoidance and Minimization Measures Meeting (A3M)
- Prepare Environmental Assessments of Effects (AOE)
- Prepare Environmental Resources Commitment Table
- Prepare stream buffer variance (if required)
- Review and prepare 404 permit
- Assist City in determining mitigation credits (if required)
- Prepare NEPA document and subsequent re-evaluations as necessary for right of way and environmental certification
- Prepare documentation for Environmental Certification

Land Survey Database:

- Research and provide Property Owner's Database
- Provide Survey Control Package
- Provide OpenRoads Survey Database per the latest edition of GDOT's survey manual
- Staking of bridges (if necessary)
- Staking for ROW

Preliminary Plans:

- Constructability Review Meeting (if required)
- Preliminary bridge layouts for bridges boardwalk (if required) in accordance with LRFD
- 1st and 2nd submission Utility Coordination
- Hydrologic/Hydraulic Analysis necessary for structural design of bridges/boardwalks
- Prepare MS4 report
- Preliminary Roadway Plans (including but not limited to)
    1. Cover Sheet
    2. Typicals
    3. Plan and Profile Sheets

4. Driveway profiles (if required)
5. Cross Sections
6. Drainage profiles
7. Staging plans
8. Signing and marking plans
9. Lighting Plans
10. Wall plans (if required)
11. Structural Plans for bridges and boardwalks (as required)
12. ESPCP

- Draft Special Provisions
- Prepare a construction cost estimate and update annually at a minimum
- Attend PFPR and address all PFPR Comments within 4 weeks

Right of Way Plans:

- Prepare Location and Design Report (L&D)
- Prepare ROW Plans and revise as necessary during ROW negotiations
- Coordinate ROW staking (as necessary)

Final Plans

- Perform and receive approval of necessary geotechnical reports necessary for project (i.e. BFI, WFI and Phase 2 ESA)
- Revise preliminary plans as necessary from ROW revisions and other coordination efforts
- Attend FFPR and address all FFPR Comments
- Prepare FFPR Corrected Plans
- Finalize Special Provisions
- Finalize Cost Estimate
- Prepare Final Stamped plans for bidding
- Assist in preparation of PS&E package
- Prepare Utility Certification Package

Construction Services

- 7 day inspection

CITY OF ALPHARETTA REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Number: 23-1002

This addendum shall become and form a part of the RFQ for

RFQ Title: Design Services: North Point Alpha Link Trail – LCI (GDOT PI#0019211)

RFQ Addendum Posting Date: December 9, 2022

ADDENDUM # 2

TO ALL OFFERORS:

1. This addendum, including all questions and answers, are made part of the RFQ package and shall be taken into account when preparing your proposal.
2. The purpose of this addendum is to provide answers to the written questions received during the question and answer period of the RFQ.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Consultants must acknowledge receipt of this addendum when submitting your response.

	QUESTIONS	ANSWERS
1	Does the project include the crossing of Haynes Bridge Road construction drawings or does this project tie into the crossing being designed by others?	At this time this work will be performed by others; however there is a possibility the selected design consultant may have to perform this work. The City will make this determination prior to scoping the project.
2	Please clarify the starting and ending points of the project.	The starting point is the SW corner of Haynes Bridge Road/Lakeview Parkway and the Alpha Loop will traverse eastward toward GA 400 and turn south to run adjacent to GA 400 to Encore Parkway.
3	Will the City or GDOT be letting the project or has that been decided yet?	It will be a local let by the City.

END ADDENDUM

EXHIBIT "B"

CONSULTANT RESPONSE/PROPOSAL DOCUMENTS

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AECOM

Design Services:

North Point Alpha Link Trail

LCI (GDOT PI # 0019211)

RFQ 23-1002

Phase II Response

Contact:
Will Sheehan, PE
AECOM Technical Services, Inc.
1360 Peachtree Street, NE, Ste 500
Atlanta, GA 30309
678.808.8962 / 478.737.3307 (m)
william.sheehan@aecom.com

City of Alpharetta

Unique Technical Approaches

AECOM recognizes the importance of this North Point Alpha Link Trail Project to the City of Alpharetta in providing a critical and meaningful connection from the Alpha Loop to the re-developing North Point Parkway corridor and ultimately to the Big Creek Greenway. The City has focused a great deal of effort over the years to plan and design the Alpha Loop, the on-going North Point Corridor, Big Creek Greenway — which is a regional attraction — and this Alpha Link which is the keystone that ties them all together.

Seamless SR 400 Collaboration

The entire length of this crucial Alpha Link Project is immediately adjacent to the SR 400 right-of-way (ROW), making collaboration with the upcoming 16-mile, billion-dollar-plus GDOT MMIP Express Lanes (EL) Project an instrumental component in successfully delivering the project. AECOM is exceptionally suited to deliver this project because of the unique prior knowledge of the MMIP EL Project we have attained through our role as GDOT's SR 400 General Engineering Consultant (GEC) for the past five years. The RFQ highlighted the importance of coordinating with the Sr 400 EL Project Team, and **we can seamlessly provide that coordination.**

There are many potential benefits AECOM can bring to the Alpha Link Project from our exclusive role as GDOT's GEC on the SR 400 EL Project. First and foremost, it gives us direct access to the SR 400 EL Team to coordinate important project issues which will result in fewer iterations and a more streamlined delivery. To solidify the coordination link between the two projects, AECOM's Steven Tate, who is the Deputy Project Manager on the SR 400 EL Project and handles all day-to-day dealings with GDOT, will serve as an advisor on our Alpha Link Team. He will attend our monthly meetings and will serve as our "go-to" for any Alpha Link issues that overlap with the SR 400 EL Project. As an added bonus, Steven has an extensive background working on Alpharetta projects, is familiar with the City's preferences and values, and knows the City's Public Works staff. Steven sits within earshot of the Alpha Link design leads in the Atlanta Office and interacts with them on a daily basis. It is likely that many coordination issues will be resolved without even having to reach out formally to GDOT through the conventional and lengthy channels. Our prior knowledge of the SR 400 EL Project also gives us insight into the background issues influencing decision-making on that project allowing us to better anticipate and manage future delivery risks – design, environmental, or otherwise – related to the overlap of the two projects.

Leveraging Project Area Experience

In addition to the streamlined coordination advantages, our Alpha Link team is intentionally comprised of the same team, including sub-consultants, that worked on the SR 400 EL Project. Their prior knowledge and site familiarity will give us a head start over other firms.

Our survey team has already surveyed the SR 400 EL Project corridor which significantly overlaps the Alpha Link site so additional survey efforts will be minimal and limited to incorporating new developments like the Artisan subdivision. Likewise, our environmental scientists have already conducted field surveys of the environmental resources across the same area, which they can build upon and further minimize additional effort. Not to mention our stormwater team has already conducted hydraulic & hydrologic analysis of the two streams that the proposed trail will cross.

The minimized survey, environmental, and hydro efforts, combined with our first-hand knowledge and streamlined coordination translates into a formula for success, allowing us to deliver a higher quality project more quickly and for less cost.

Project Management

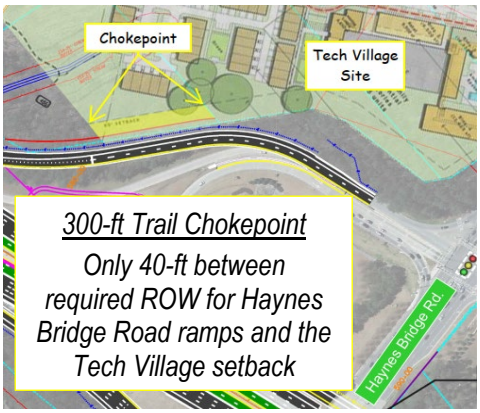
AECOM's approach to the successful delivery of the North Point Alpha Link Trail Project begins with the Project Manager (PM). Will Sheehan has 21 years' experience in Georgia leading the delivery of roadway projects, including similar trail projects, and is fully available to take on this project.

Will understands the City of Alpharetta's expectations, values, unique preferences, attention to detail and overall program goals having served as PM for the City's design on-call contract from 2016 to 2021 and continuing to lead key on-going projects with the City such as the widening of Old Milton Parkway, a locally sponsored project going through GDOT Project Development Process (PDP) just like the Alpha Link. Will's proven PM experience is reinforced by his background as a lead trail/roadway engineer, which positions him well to navigate the complex interplay between the many disciplines and efficiently lead the project through the PDP. Most importantly, he will serve as a mediator for the City's interests when dealing with third party issues such as the SR 400 EL collaboration, complicated agency coordination, stakeholder outreach, and the NEPA process.

Since this project is following GDOT PDP, The schedule will largely be dictated by the environmental process and GDOT standard durations. However, AECOM will be able to streamline critical path activities such as survey due to our previous work on the SR 400 EL Project. Will will work with GDOT to maximize the City's influence on the GDOT's rigid schedule structure.

Unique Challenges, Mitigations and QA/QC

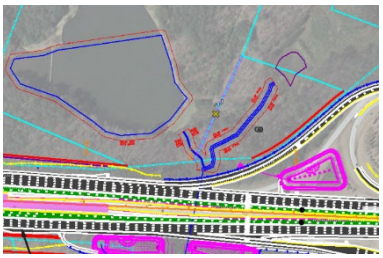
Project Challenges



Trail Alignment Constraint/Chokepoint: As a specific example of the benefits AECOM brings from being the GEC on the SR 400 EL Project, our design team has already taken steps to evaluate the proposed trail alignment site versus the proposed SR 400 EL widening and required ROW. We even overlaid the site plan for the Tech Village onto the SR 400 project layout and identified a critical "chokepoint" as indicated in the graphic below; this is the narrowest constraint within

the trail project limits. A fill wall is proposed along the outside of the shifted Haynes Bridge Road ramp. Both the SR 400 EL's and the Tech Village development are significant projects with extensive support from their area stakeholders so determining a trail alignment that minimizes impacts through this chokepoint and compliments the adjacent projects will be a primary consideration.

Determining crossing type for two stream crossings: The proposed alignment of the Alpha Link Trail parallels SR 400 from Encore Parkway to Haynes Bridge Road. There are two stream crossings along the alignment. The first stream crossing is located approximately 1000-ft north of Encore Parkway and crosses a non-FEMA studied stream. The existing culvert under SR 400 is a 5-ft wide by 5-ft high concrete box culvert.



The second crossing is over Big Creek Tributary #9, which has a FEMA-delineated floodway. The existing culvert that extends under SR 400 is a double 8-ft wide by 6-ft high culvert. At the entrance to the culvert, two stream channels converge resulting in a wide floodway of nearly 100-ft. The AECOM Team has analyzed both crossing locations on the SR 400 EL project and this prior knowledge will be utilized when determining the appropriate crossing type for each location. Priority will be given to crossing options such as pedestrian bridges or boardwalks that minimize impacts and associated permitting efforts.

Need to maintain acceptable grades: In addition to the stream crossing, elevated boardwalks may be necessary to maintain acceptable grades along the trail in areas where there are topographical grade changes. Additionally, these elevated boardwalks can serve a dual role: as an overlook destination to the creek below or views within and through the existing tree canopies. Through AECOM's work on the Encore Greenway Trail, our team is aware of the maintenance concerns the City has with the use of wooden boardwalks. Therefore, the use of steel and concrete members would be prioritized for the construction of any proposed boardwalks to address these concerns.

Retaining wall considerations: The AECOM Team will evaluate the use of retaining walls to limit impacts to environmentally sensitive areas and also as a potential measure to maintain acceptable grades.

Environmental Considerations

Because this project is federally funded the National Environmental Policy Act (NEPA) process is a critical path for project approval. Fortunately, AECOM has a "jump start" on this process because we were the environmental team for the SR 400 EL Project, conducting public/stakeholder outreach and other NEPA work for the documentation of the Environmental Assessment (EA) and Finding of No Significant Impact (FONSI). Our team has:

1. detailed understanding of the nature and extent of resources in the vicinity of the proposed corridor;
2. understanding of how the decision-making process and the vision of SR 400 EL, Bus Rapid Transit (BRT), and the Alpha Loop were taken into consideration during the SR 400 EL Project;
3. coordination experience with Alpharetta Economic and Community Development Office; and
4. coordination experience with Alpharetta, stakeholders, GDOT, and Federal Highway Administration (FHWA) approvals on Section 4(f) for Alpha Loop.

Overlapping Projects: AECOM has previously conducted surveys as part of the SR 400 EL corridor and has received agency concurrence on resources within this footprint. This will allow the AECOM Team to identify environmental resources early in the design process to consider impact-minimizing alternatives, giving us a head start over other firms. Additional surveys would only be needed in the few areas where the trail corridor extends further west than the SR 400 environmental survey boundary.

Ecology: The corridor crosses three streams and one wetland which were previously identified during the SR 400 EL Project. Alternatives analysis regarding buffers, species, and Waters of the US was integrated to influence design of the proposed alternative on for the SR 400 EL project. Based on the presence of Waters of the US within the Alpha Link footprint, there is potential for a 404 Regional Permit under Section 404 of the Clean Water Act. AECOM will consider stream crossing options such as bridging or boardwalking that minimize impacts in order to reduce the permitting efforts and potential mitigation cost; this is especially critical since the availability of mitigation credits within the Chattahoochee River watershed could be scarce driving up their cost.

Cultural: The project area would need to be evaluated under Section 106 of the National Historic Preservation Act; however, impacts to historic resources are not anticipated to be a risk. A cultural resource was previously identified at the intersection of Haynes Bridge Road which would need to be considered when setting the alignment of the trail; however, it was impacted by the recent Tech Village construction and is not expected to trigger 4f.

Stakeholder and Community Engagement: As part of the NEPA process for the Alpha Link Project, AECOM will facilitate public outreach in support of this stage of the Alpha Loop Plan. Through conducting the public meetings for SR 400 and Old Milton Parkway, AECOM's environmental team has first-hand knowledge of how residents prioritize access to the Alpha Loop and Big Creek Greenway, and the live, work, play vision that Alpharetta offers its residents. In addition, through previous stakeholder engagement, AECOM's Team understands the North Fulton Master Plan and alternatives analysis context having worked with GDOT and MARTA on locating potential

BRT locations along SR 400. Although no previous concerns were identified for this corridor based on public feedback associated with SR 400 outreach, the Fulton Science Academy has been identified as a stakeholder for this section of the Alpha Link corridor. We will leverage previous public involvement input from SR 400 regarding Alpha Loop and BRT to inform alignment and be prepared to address potential concerns from stakeholders.

Environmental Documentation: Given the potential number of impacted resources, a Categorical Exclusion (CE) level NEPA document would be anticipated. In an effort to identify potential risk to schedule and scope, a review of Land and Water Conservation Funding (LWCF) for the Alpha Loop Trail has been conducted. Based on previous use of LWCF, AECOM recommends early coordination with Alpharetta and, if needed, with GA DNR to confirm applicability to this section of the Alpha Link. This top priority coordination will inform scope and schedule and affects environmental documentation of any funding type that becomes assigned to this project (e.g., local, state, and federal). AECOM also coordinated with stakeholders GDOT and FHWA to evaluate Section 4(f) impacts for Big Creek Greenway on Old Milton Parkway.

QA/QC

Quality is inherent in the way we plan, produce, and check the work we perform for our clients. We recognize Alpharetta's high expectation of quality and will adhere to AECOM's established and rigorous QC/QA procedures in every task. Building on lessons learned from previous projects, including many in Alpharetta, AECOM's broader QC/QA Plan will be tailored to the specific needs of this project. For example, from previous project experience AECOM recognizes that Alpharetta values reliable quantity estimating and cost estimate development. Our tailored QC/QA Plan will put added focus on these items to ensure the City's high standards are met. After AECOM's thorough internal QC/QA process is completed, deliverables will be submitted to the City for review before the formal submittal to GDOT. Time will be built into the schedule to accomplish this extra step.

Specific Qualifications, Skills, Knowledge of the Project

The North Point Alpha Link segment is a critical north-south segment of trail which will eventually connect downtown Alpharetta to the north, Avalon to the west, and the North Point Mall and the many new redevelopments to the south, terminating at the future Gateway Park adjacent to the Big Creek Greenway, providing tremendous ongoing local and regional connectivity. Along this proposed trail route there are opportunities to connect Haynes Bridge Road and Encore Parkway but also to the north to Fanfare Way, the Artisan's Townhome development, Fulton County Science Academy, Morrison Lake, and the Technology Village development. During the public outreach portion of the project these connections will be discussed in more detail with the owners to determine their support for connectivity to the North Point Alpha Link Trail Segment. Although all projects have challenges, our team approaches challenges as opportunities.

Project Site Observations

AECOM conducted a site walk starting from the south at Encore Parkway to the northern project limit at Haynes Bridge Road. From Encore Parkway heading north the terrain is relatively flat. We observed a very steep slope from Fanfare Way down to the proposed trail alignment's location. Approaching the outfall of the existing Fulton County Science Center detention ponds from the south, there is a sanitary sewer main line and manholes, which shall be avoided. There is also an existing stream out-falling from the pond that can likely be bridged to avoid impacts and associated permitting efforts which can increase cost and schedule.

Connectivity Hub

Continuing to the north along the proposed path alignment is the back side of the Artisan's Townhomes. Maintaining existing trees and providing a spur connection to the Artisan's Townhomes will be considered. As shown in the Alpha Loop Trail 2020 Feasibility Study and verified in the field by AECOM, this area serves as an excellent location to create a midpoint resting destination which is also in line with the future SR 400 BRT station, and which creates a longer-term connectivity hub opportunity between the two facilities.

Mitigating Terrain/Creating Unique Destinations

Continuing north approaching Morrison Lake, the existing terrain becomes much steeper. Considerations will be made to evaluate an elevated segment of trail to overcome the greater-than-15% slopes. The elevated trail segment can mitigate the steeper slopes providing better accessibility as well as creating a destination with a unique experience for the users viewing the creek below and viewing through the existing tree canopies. Switchbacks are another option for overcoming steep grades, but they can be a challenge for cyclists to navigate. Considerations to create a spur connection to the Morrison Lake existing pedestrian trail should be made, thus providing another destination and opportunity for better connectivity and offering yet another unique experience for pedestrians. Careful attention must be paid to setting the proper elevation of the trail facility in this area avoiding the existing dam structure, culverts, and the corrugated metal outfall pipe.

Approaching the northern project termini, the Alpha Link will tie into either a tunnel or an at-grade crossing at Haynes Bridge Road. AECOM has already studied the proposed tunnel concept by others which we received through our role on the SR 400 EL Project.

Why Choose AECOM?

- ✓ AECOM's previous work on SR 400 EL Project in survey and environmental documentation translates into cost and time savings.
- ✓ As the SR 400 GEC, we can streamline coordination between the two projects.
- ✓ We understand Alpharetta's preferences and values and have experience delivering successful projects for the City.

About AECOM

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle — from planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, new energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a *Fortune 500* firm and its Professional Services business had revenue of $13.2 billion in fiscal year 2020. See how we are delivering sustainable legacies for generations to come at aecom.com and @AECOM.

aecom.com

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A. PROJECT MANAGER

i. Education

BS, Civil Engineering Technology, Southern Polytechnic State University, 2003

ii. Registration

PE: GA

Will Sheehan, PE

Benefits to Alpharetta

- *Proven PM with strong understanding of local Alpharetta preferences*
- *Extensive experience navigating local-let projects through GDOT's Plan Development Process (PDP)*
- *Takes ownership of project and advocates for client's best interest*
- *Directs multi-discipline team toward common goal*
- *Successful teaming with landscape architect team to deliver ped/bike projects*

iii. Relevant Engineering Experience

Will Sheehan brings 20 years of transportation design experience to this project. His design experience includes all aspects of trail and roadway design, including expertise in ADA compliance. While he has extensive knowledge of GDOT Plan Development Process (PDP), he is also experienced with private-sector transportation work as well as letting projects through local governments including widening projects, intersection improvements, roundabouts, resurfacing projects and bridge replacements.

Will has direct experience across numerous complete street and pedestrian mobility-oriented projects with local sponsorship. He has developed a strong inter-disciplinary relationship with AECOM's Landscape Architecture/Urban Design Team to deliver well-balanced projects that meet the needs of all stakeholders while minimizing impacts. AECOM is one of few firms with Landscape Architecture and Urban Design expertise integrated into our Transportation Department setting us apart from our competitors.

As a senior member of the AECOM Transportation Department, Will is frequently assigned QC/QA tasks to ensure that AECOM's strict quality protocols are enforced.

iv. Relevant Project Management Experience

City of Alpharetta, Encore Greenway and Gateway Park, Alpharetta, GA.

Project Manager for design services from concept to final construction documents and estimates for the development of approximately 1,400 linear feet of an elevated multi-use trail boardwalk and new iconic park which will serve as a prominent gateway to this new connection to the Big Creek Greenway. The Gateway Encore Park will include a large urban plaza along North Point Parkway as well as an elevated canopy walk taking advantage of the significant topography in the project area. This project is a big part of the efforts to catalyze development along North Point Parkway and is a signature City project in close proximity to this trail project.

City of Alpharetta, Kimball Bridge Road Widening, Alpharetta, GA.

Project Manager for the design of this 1.25-mile project to widen Kimball Bridge Road from North Point Parkway to Waters Road. Highlights include a multi-lane roundabout, additional ADA connections to the Big Creek Greenway, and extensive aesthetic features such as lighting, landscaping, and veneered retaining walls. Project valued at $15.6 million.

City of Alpharetta, Pedestrian/Walkability Safety Study, Alpharetta, GA.

Project Manager for a study to develop recommendations to improve pedestrian safety within downtown Alpharetta and North Point Parkway, located adjacent to North Point Mall. Recommendations were adopted by Mayor and Council in 2019 and many were included on the list for the City's TSPLOST vote in November 2021.

City of Alpharetta, Rucker Road Improvements, Alpharetta, GA.

Project Manager for the design of improvements to over 1-1/2 miles of Rucker Road from Barrow Downs Road to Wills Road in the City of Alpharetta. The primary improvement was the replacement of two aging, low sufficiency bridges - one over Hughes Branch and one over Foe Killer Creek - with precast bottomless arch culverts. AECOM

value engineered the previous consultant's bridge design and recommended a significantly cheaper alternative that better met the overall needs of the project; this was a considerable increase in value over the previous design. Single lane roundabouts were constructed at both the intersection with Charlotte Drive and at Fairfax Drive to improve safety and operations, as well as to support improved walkability along the roadway. Shoulder improvements including wide sidewalks and lighting were proposed. On-street bike lanes were included for the majority of the project length to encourage multi-modal transportation. The Rucker Road corridor is residential and the property owners were very sensitive to right-of-way encroachments, so practical design elements were incorporated throughout to minimize impacts.

City of Alpharetta, Old Milton Parkway, Alpharetta, GA.

Project Manager for 2-mile widening along SR 120/Old Milton Parkway within the City of Alpharetta. Project proposes to widen toward the median and includes a bridge replacement over Big Creek and the Big Creek Greenway. This locally sponsored project includes federal funding and is being delivered through GDOT's Plan Development Process.

North Fulton Community Improvement District (NFCID), Davis Drive Improvements, Alpharetta, GA.

Project Manager for this important economic development project to extend Davis Drive along new location to connect to Westside Parkway. Stakeholder input and coordination with adjacent developments was a critical component.

City of East Point, Downtown East Point LCI Project, East Point, GA.

Project Manager for this 0.8-mile LCI project valued at over $5 million. Project included numerous improvements to enhance bike/ped connectivity including lane diets, lane narrowing, chicanes for traffic calming, wide sidewalks, streetscaping, and ADA upgrades. Several streets were converted to one-way, and reverse angle parking was implemented. Heavy public involvement was key.

City of Dunwoody, Chamblee Dunwoody Road Gateway and Multi-Modal Project, Dunwoody, GA.

Project Manager for the design of this 0.7-mile LCI project valued at over $5 million. Project includes construction of multi-use trails on each side of the roadway as well as streetscaping and some minor operational improvements. Project is a key gateway into the City. Heavy public involvement was critical.

City of Dunwoody, Chamblee Dunwoody Road Village, Dunwoody, GA.

Project Manager for the design of this 0.75-mile project which is the last remaining section of Chamblee Dunwoody Road within the city limits to receive multi-modal improvements. Project includes implementation of wide sidewalks, a cycle-track, and intersection improvements. Public involvement and stakeholder input were critical components. Project was coordinated closely with the recently completed update to the Village Area Master Plan. Currently in the Concept Phase, the project construction cost is anticipated to be roughly $10 million.

GDOT, SR92 Widening and Improvements, Cobb and Paulding County, GA.

Project Manager of five projects spread over three contracts and covering a total length of over 13 miles. Consists of widening SR 92 from two to four lanes with a raised median from SR 120 in Paulding County to Cherokee St. in Cobb County. Valued at over $95 million.

v. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT: GDOT D-B Manual, PDP; Design Policy Manual; Drainage Manual; Environmental Procedures Manual; GA Standards & Details; MUTCD; Context Sensitive Design; Signing and Marking Design Guidelines; Driveway and Encroachment Control manual; ESPC Plans; NPDES General Permit; GDOT Pedestrian & Streetscape Guide; GDOT Special Provisions & Specifications; AASHTO Green Book; Roundabouts: Planning and Designing Intersection Safety ; Context Sensitive Solutions; Highway Capacity and Quality of Service.

Alpharetta: City of Alpharetta Design Standards Index, Alpharetta Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Alpharetta Tree Species List, Land Disturbance Permit Process, Unified Development Code City of Alpharetta

As Project Manager, Will has delivered locally funded projects, conventional GDOT projects, as well as projects similar to this one that are locally let but include federal funding and follow GDOT's Plan Development Process. He is currently working on two such projects for local clients and has recently delivered two others. In addition, Will recently served as Project Manager on the five-year Alpharetta Transportation On-Call Contract. Through his work on this contract, Will delivered many important projects and became very familiar with the City's staff, preferences, and values that will streamline delivery of this project. Will also has a strong relationship with GDOT. He has delivered a number of conventional GDOT projects and currently serves as the Program Manager on GDOT's Government Estimator Contract. Through his work on this contract, Will's team evaluates project risks prior to the engineering phase and makes recommendations to the Office of Program Delivery on project scoping the most appropriate delivery methods. This experience gives him insight to better anticipate and manage risks on federally funded projects which will further streamline delivery of this project.

B. KEY TEAM LEADERS

Landscape Architecture Key Team Leader / DPM

i. Education

BLA, University of Georgia, 1994

ii. Registration

Licensed Landscape Architect/ GA/#LA001285

LEED Accredited Professional

Mickey O'Brien, PLA, LEED BD+C

Benefits to Alpharetta

- *Expert multi-use trail planner and designer who is familar with the project site.*
- *Experienced in designing multi-use trails supported by both helical piles and walls.*
- *Understands the value of of facilitating multi-disciplineary collaboration on complex projects. Experienced in successfully delivering trail and complete street projects through GDOT's Plan Development Process with Federal Funding.*

III. Relevant Experience

Mickey O'Brien is a registered Landscape Architect, Land Planner and LEED accredited professional who serves as the Director of Landscape Architecture and Urban Design for AECOM in Atlanta. His project experience has focused on promoting multi-modal transportation facilities with attention to detail identifying and celebrating the unique character within a city or community. Mickey served successfully as the project manager working with GDOT and many stakeholders from across the state to rewrite GDOT's Pedestrian and Streetscape Guide which was published in 2018 as well as led the "Walkability Study" for the City of Alpharetta which was also adopted in 2019.

West Fayetteville Multi-Use Trail and Bridge, Fayetteville, GA.

Project Manager for this Federally Funded Project using Transportation Alternative Program (TAP) funds. The multi-use bridge is approximately 200' long and will provide safe grade separated crossing for pedestrians and cyclists over State Route 54 which is a four-lane divided highway with a posted speed limit of 55 mph. The new multi-use trail is approximately one mile in length and will connect existing schools to residential areas as well as a hospital, commercial center and movie studio campus. The bridge will serve as gateway at the city limits, with construction to be completed in 2023.

City of Alpharetta, Encore Greenway and Gateway Park, Alpharetta, GA.

AECOM is providing design services from concept to final construction documents and estimates for the development of 1,400 linear feet of an elevated multi-use trail boardwalk and new iconic park which will serve as a prominent Gateway to this new segment of the Big Creek Greenway. The Gateway Encore Park will include a large urban plaza along North Point Parkway as well as an elevated canopy walk taking advantage of the significant topography in the project area. Mickey is Design Director for the park and greenway elements.

Douglas County, Chattahoochee Hill Country Trail, Douglas County, GA.

Project Manager for this 11-mile multi-use trail, 12' in width and designed along the Chattahoochee River which will connect Boundary Water's Park to Sweetwater Creek State Park. The Greenway/Multi-Use Trail is to be a passive recreation scenic experience for pedestrians and bicyclists alike. This is a Federally Funded Project using Transportation Alternative Program (TAP) funds for the design services. AECOM performed extensive concept design validation during the initial phase of the project.

City of Alpharetta, Pedestrian/Walkability Safety Study, Alpharetta, GA.

Led the project deliverables and recommendations resulting from study to improve pedestrian safety within downtown Alpharetta and North Point Parkway, located adjacent to North Point Mall. Recommended projects identified in this study are constructed.

City of Alpharetta, Kimball Bridge Road Widening, Alpharetta, GA.

Urban Design Lead for the design of this 1.25-mile project to widen Kimball Bridge Road from North Point Parkway to Waters Road. Highlights include a multi-lane roundabout, additional ADA connections to the Big Creek Greenway, and extensive aesthetic features such as lighting, landscaping, and veneered retaining walls. Project valued at $15.6 million.

iv. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT: PDP, Pedestrian and Streetscape Guide Update, Design Policy Manual, 6755-9 GDOT's Policy for Landscaping and Enhancements on GDOT ROW, GDOT's 2013 Specification Book, and Landscape Maintenance Agreements, AASHTO's Guide for the Development of Bike Facilities, 2021.

Alpharetta: City of Alpharetta Design Standards Index, Alpharetta Tree Species List, Unified Development Code City of Alpharetta.

Structural Design Key Team Leader

i. Education

BS, Civil Engineering, Drexel University, 2003

ii. Registration

PE, SE (GA) PE (PA)

Benefits to Alpharetta

- *Extensive experience with pedestrian facility design*
- *Strong knowledge of local Alpharetta preferences*
- *Direct knowledge of SR 400 corridor work and familiarity with project site*
- *Successful experience working with the project team to deliver ped/bike projects*

Chris Johnson, PE, SE

iii. Relevant Experience

Chris Johnson has broad experience as a Bridge engineer in the design and inspection of a wide range of bridges and highway structures including bridge superstructures and substructures, foundations, retaining walls, sign structures, and utility support structures. He has acquired experience in the design of steel, reinforced concrete, and prestressed concrete, and is knowledgeable in the analysis of complex structural systems.

Encore Park and Big Creek Greenway Expansion, Alpharetta, GA.

Lead Bridge Engineer for design services from concept to final construction documents and estimates for the development of approximately 1,400 linear feet of an elevated multi-use trail boardwalk and new iconic park which will serve as a prominent Gateway to this new segment of the Big Creek Greenway. The Gateway Encore Park will include a large urban plaza along North Point Parkway as well as an elevated canopy walk taking advantage of the significant topography in the project area.

City of Fayetteville, SR 54 Multi-Use Trail and Bridge, Fayetteville, GA.

Senior Bridge Engineer on this alternative transportation facility. Responsible for the design of the pedestrian bridge crossing SR 54, that will allow for multiple modes of transportation, including pedestrian, bicycle, and golf cart, and will act as a gateway element for the community. The bridge will also provide a safe and effective crossing of SR 54 to Piedmont Fayette Hospital and will connect to a multi-use trail system that will extend through naturally forested areas and adjacent to Bennett's Mill Middle School, effectively providing a connection between SR 54 and Lester Road.

Kimball Bridge Road, City of Alpharetta, GA Kimball Bridge Road Widening, Alpharetta, GA.

Senior Bridge engineer for the design of this 1.25-mile project to widen Kimball Bridge Road from North Point Parkway to Waters Road. Responsibilities included design of 385-foot-long MSE wall and a modified GDOT Standard wall to limit footing size. Also responsible for details and analysis of GDOT standard walls for attachment of aesthetic veneer.

Old Milton Parkway Corridor Improvements, City of Alpharetta, GA.

Lead bridge engineer responsible for design of the replacement of the existing dual bridges over Big Creek. The proposed structure, built in three stages, will span Big Greek and Big Creek Greenway. Complex staging is required to keep vehicular traffic, as well as pedestrian traffic on the Big Creek Greenway, open through the duration of construction.

City of Alpharetta, Bridge Maintenance, Alpharetta, GA.

Lead Bridge Engineer for the inspection, design and plan preparation for various bridge maintenance tasks for bridges owned by the City of Alpharetta. Design tasks included pile encasements, scour protection, deck joint replacement, crack and spall repair, end post reconstruction and end bent undermining. These repairs extend the service life of the bridges and the maintenance helps reduce the cost to taxpayers by preventing the need for more substantial repairs that would be required if the bridges fall into a state of disrepair.

City of Alpharetta, Rucker Road Improvements, Alpharetta, GA.

Lead Bridge Engineer for the design of improvements to over 1-1/2 miles of Rucker Road from Barrow Downs Road to Wills Road in the City of Alpharetta. The primary improvement was the replacement of two aging, low sufficiency bridges - one over Hughes Branch and one over Foe Killer Creek - with precast bottomless arch culverts. Bottomless culvert were designed with wingwalls that extend to back of footing so that GDOT standard retaining walls could be utilized on the approaches providing for a cost effective solution.

v. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT: Bridge and Structures Design Manual, Bridge Detailing Manual and GDOT's MicroStation Customization and Cells, and GDOT plan preparation standards and guidelines.

Alpharetta: City of Alpharetta Design Standards Index, Unified Development Code City of Alpharetta

Environmental Key Team Leader

i. Education

BS, Ecology, University of Georgia, 2002

ii. Registration

N/A

Sharilyn Meyers

Benefits to Alpharetta

- *17+ Years of environmental and permitting experience on transportation projects*
- *Ecology lead coordinating on hundreds of GDOT projects*
- *Inter-Agency coordinator (LCP CP 1 and 2 and 3 materials preparation/ review, IRT, PAR, Formal Section 7 Consultation) on Federal, State, TIA, and local projects for successful and timely project completion.*

iii. Relevant Experience

Sharilyn Meyers has extensive experience in navigating U.S. federal and State of Georgia regulations including the National Environmental Policy Act (NEPA) process, United States Army Corps of Engineers (USACE) Clean Water Act Section 404 permitting, and State of Georgia Environmental Protection Division buffer variance requirements. She coordinates with federal and state agencies with regards to Section 7 of the Endangered Species Act consultation, Stream Buffer Variance application process, Erosion and Sedimentation Control, and Post-Construction Storm Water Management designs. She has strong working knowledge of design policies and construction techniques and facilitates dialog between engineering and environmental and coordinates with civil engineers to avoid and reduce environmental impacts.

Encore Park and Big Creek Greenway Expansion, Alpharetta, GA.

Environmental Lead for design services from concept to final construction documents and estimates for the development of approximately 1,400 linear feet of an elevated multi-use trail boardwalk and new iconic park which will serve as a prominent Gateway to this new segment of the Big Creek Greenway. The Gateway Encore Park will include a large urban plaza along North Point Parkway as well as an elevated canopy walk taking advantage of the significant topography in the project area.

City of Fayetteville, SR 54 Multi-Use Trail and Bridge, Fayetteville, GA.

Environmental Lead on this alternative transportation facility. Responsible for the environmental review and permitting for the project. The new multi-use trail is approximately 1 mile in length and will connect existing schools to residential areas as well as a hospital, commercial center and movie studio campus. The multi-use bridge will provide safe grade separated crossing for pedestrians and cyclists over State Route 54 which is a 4-lane divided highway with a posted speed limit of 55 mph. The bridge and trail will provide access to Piedmont Fayette Hospital and will connect to a multi-use trail system that will extend through naturally forested areas and adjacent to Bennett's Mill Middle School, effectively providing a connection between SR 54 and Lester Road.

Old Milton Parkway Road Widening, Alpharetta, GA.

Environmental Permitting Lead for this 2-mile widening along SR 120/Old Milton Parkway within the City of Alpharetta. Project proposes to widen toward the median and includes a bridge replacement over Big Creek and the Big Creek Greenway.

Roswell, National Park Service (NPS) Vickery Creek Mitigation.

Environmental Permitting Lead for this complex trail project designed to improve safety and connectivity within the Chattahoochee River National Recreation Area. Project includes the construction of new pedestrian trails, decommissioning of select existing trails, construction of a pedestrian bridge to cross Vickery Creek, and construction of a new park entrance and parking lot. In addition to USACE 404 permitting considerations, an NPS Statement of Findings was also developed.

iv. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT EPM and OES Guidebooks (including protected species protocols); LCP CP 1, 2, 3; GDOT Joint Coordination Procedures (JCP) PA, agency transmittals/tracking spreadsheets via SharePoint; PW; TPRO/P6, QAQC; Procurement; FPR/A3M/Constructability plan reviews, ECT reviews/ routing, certification for Let, preparations for monthly right-of-way (ROW) and Let status, Prime Verifications, USACE monthly agency consultation.

Trail Design Key Team Leader

i. Education

MS, Transportation Systems Engineering, Georgia Institute of Technology, 2014

ii. Registration

PE: GA

Jonathan DiGioia, PE

iii. RELEVANT EXPERIENCE

Jonathan DiGioia is a transportation engineer with nine years of experience in multi-modal design and project management. Jonathan has held key roles in a diverse range of projects serving clients at the state, county, and municipal levels. His work focuses on roadway and multi-modal street design projects that serve all users including pedestrians, cyclists, transit, motorists, and freight. Jonathan has experience managing a variety of federal, state, and locally funded projects on behalf of the Georgia Department of Transportation Office of Program Delivery and understands how to successfully deliver quality projects of nearly all scales and funding sources.

West Fayetteville Multi-Use Trail and Bridge, Fayetteville, GA.

Lead Engineer for this Federally Funded Project using Transportation Alternative Program (TAP) funds. The approximately one-mile trail on new alignment traverses challenging topography within constrained right-of-way and crosses State Route 54, a four-lane divided highway, on a 200-foot-long bridge. The new trail will connect existing schools to residential areas as well as a hospital, commercial center, and movie studio campus, and the bridge will serve as a gateway to the city. Construction on this project is currently underway.

Pedestrian/Walkability Safety Study Alpharetta, GA.

Street Design Lead for a study to develop recommendations to improve pedestrian safety within downtown Alpharetta and North Point Parkway from multiple angles including addressing gaps in accessibility, improving intersection designs for pedestrian safety, and developing a zoning overlay toolbox based on pedestrian intensity and future development density. Jonathan helped lead the existing conditions inventory and developed a customized GIS tool using ESRI Survey123 for collecting and mapping field data of pedestrian needs, resulting in efficient data collection and seamless integration on an interactive map. Jonathan also identified intersection safety needs and developed solutions to calm traffic and make the intersections safer for all users.

Chamblee Dunwoody Road Gateway and Multi-Modal Project, Dunwoody, GA.

As bicycle/pedestrian design lead, worked on an interdisciplinary team to design bicycle and pedestrian improvements along a suburban commercial and residential corridor on Chamblee Dunwoody Road. The team combined recommendations from the Georgetown Area Master Plan with heavy public and stakeholder involvement including work sessions with business owners and local elected officials to develop a design that improves the safety, mobility, and aesthetics of the corridor for all users.

Kimball Bridge Road Widening, Alpharetta, GA.

Led concept design for this 1.25-mile project to widen Kimball Bridge Road from North Point Parkway to Waters Road, including a multi-lane roundabout, additional ADA connections to the Big Creek Greenway, and extensive aesthetic features such as lighting, landscaping, and veneered retaining walls.

iv. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT: PDP; Design Policy Manual; Drainage Manual; Environmental Procedures Manual; GA Standards & Details; MUTCD; Context Sensitive Design; Signing and Marking Design Guidelines; Driveway and Encroachment Control manual; Pedestrian & Streetscape Guide; Special Provisions & Specifications; AASHTO Green Book; Roundabout Design Guide; Context Sensitive Solutions; Highway Capacity and Quality of Service.

Alpharetta: City of Alpharetta Design Standards Index, Alpharetta Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Alpharetta Tree Species List, Land Disturbance Permit Process, Unified Development Code City of Alpharetta

Benefits to Alpharetta

- *Experienced designier for both GDOT and Alpharetta projects*
- *Proficient with trail design standards, guides, and best practices*
- *Has logged more than 1000 miles of running, walking, and biking on multi-use trails throughout Georgia and in over 20 U.S. states and abroad. g*
- *Published author of bicycle facility safety research*

SR 400 Project Advisor

i. Education

BSCE, Auburn University, 2011

ii. Registration

PE: GA

Steven Tate, PE

iii. RELEVANT EXPERIENCE

Steven Tate is a civil engineer in the Atlanta office with experience in project management, inspection, and design for both GDOT and local governments. His experience includes geometric design, drainage design, erosion control, preparation of cross sections, as-built drawings, construction estimating, construction inspection (highways/bridges, interchanges), and utility coordination. Steven has extensive knowledge of the Georgia Department of Transportation (GDOT) specifications & standard drawings, Manual on Uniform Traffic Control Devices (MUTCD), Highway Capacity Manual, Roadside Design Guide, and the AASHTO Policy on Geometric Design of Highways and Streets. His project experience includes new alignments, widenings, bridge replacements, roundabouts, and interchange design.

SR 400 Express Lanes, Fulton and Forsyth Counties, GA

Deputy Project Manager for the General Engineering Consultant(GEC). Project proposes 16 miles of Express Lanes along the SR 400 corridor from MARTA North Springs Station to just north of McFarland Parkway. GEC responsible for delivery of the Costing Plans and Approved EA FONSI.

City of Alpharetta, Rucker Road Corridor Improvements, Alpharetta, GA.

Lead Engineer responsible for design of roadway, drainage, erosion and sediment control, calculations of quantities, utility coordination, right-of-way coordination and development for improvements to over 1-1/2 miles of Rucker Road from Barrow Downs Road to Wills Road in the City of Alpharetta. The purpose of the project was to improve safety operations, support improved walkability along the roadway, and encourage multimodal transportation. The improvements included widening to a three-lane facility with two single-lane roundabouts constructed at both the intersections with Charlotte Drive and at Fairfax Drive. The improvements also included the replacement of two aging, low sufficiency bridges, one over Hughes Branch and one over Foe Killer Creek, with precast bottomless arch culverts.

Old Milton Parkway Corridor Improvements, City of Alpharetta, GA

Lead Engineer for 2-mile widening along SR 120/Old Milton Parkway within the City of Alpharetta. Project proposes to widen toward the median and includes a bridge replacement over Big Creek and the Big Creek Greenway. Responsible for design of roadway, drainage, erosion and sediment control, calculations of quantities, utility coordination, right of way coordination and development. Attended client meetings and served as client content for technical issues on the project. Project construction cost of $30 million.

Kimball Bridge Road, City of Alpharetta, GA

Lead Engineer responsible for design of roadway, drainage, erosion and sediment control, calculations of quantities, utility coordination, right of way coordination and development. Attended client meetings and served as client content for technical issues on the project. Project construction cost of $15.6 million.

iv. Relevant Experience Utilizing all Applicable Processes, Manuals, or Guidance including GDOT

GDOT PDP; Design Policy Manual; Drainage Manual; Environmental Procedures Manual; GA Standards & Details; MUTCD; Context Sensitive Design; Signing and Marking Design Guidelines; Driveway and Encroachment Control manual; GDOT Pedestrian & Streetscape Guide; GDOT Special Provisions & Specifications; AASHTO Green Book; GDOT Roundabout Design Guide; Context Sensitive Solutions; Highway Capacity and Quality of Service.

Alpharetta: City of Alpharetta Design Standards Index, Alpharetta Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Alpharetta Tree Species List, Land Disturbance Permit Process, Unified Development Code City of Alpharetta

Benefits to Alpharetta

- *Extensive knowledge of GDOT's SR 400 Express Lanes corridor work*
- *Strong knowledge of local Alpharetta design preferences*
- *Extensive experience designing local-let projects through GDOT PDP*

PROJECT EXPERIENCE

West Fayetteville Multi-use Trail and Bridge, Fayette Co. 0012878

i. Client, Location, Dates — City of Fayetteville | Fayetteville, GA | 2014-2020, Design

ii. Project Description

Utilizing Federal TAP Funds and delivered through GDOT's PDP, AECOM provided the City of Fayetteville planning, design and construction administration services to the City of Fayetteville providing a new one-mile multi-use trail with a grade separated bridge over SR 54. The primary purpose of the project is to provide a connection between SR 54 and Lester Road through the implementation of a multi-modal system for pedestrians and cyclists. This segment of the trail the City's trail system is approximately one mile in length and connects residential neighborhoods with schools, commercial centers and the Piedmont Fayette Hospital with a 190' long grade separated bridge for the trail users. The final completion of this project will provide Cty with both a further unique sense of place and a more complete interconnectivity and multi-modal circulation system. The project is currently under construction with completion in 2023.

iii. Duration; Budget — 6 yr (design, permitting) / 3 yr (construction) | $350,000 (design) / $3.6 M (construction)

iv. Exp. With GDOT/other Processes — GDOT Pedestrian and Streetscape Guide, PDP, AASHTO's Greenbook, AASHTO's Bike Guide, 2012

v. Client Contact — Brian Wismer, Director of Community Development | 770.719.4175 | bwismer@fayetteville-ga.gov

vi. Involvement of KTLs — Mickey O'Brien – Project Manager | Chris Johnson – Structural Design Engineer | Jonathan DiGioia Trail Engineering

Encore Greenway and Gateway Park

i. Client, Location, Dates — City of Alpharetta | 4/1/2019 ongoing/(est. 2023)

ii. Project Description

AECOM is providing design services from concept to final construction documents and estimates for this project to revitalize the North Point corridor and connect the existing trail along Encore Parkway to the regionally significant Big Creek Greenway. The development includes elevated multi-use trail boardwalk and new iconic park which will serve as a prominent Gateway to this new segment of the Big Creek Greenway. The Gateway Encore Park will include a large urban plaza along North Point Parkway as well as an elevated canopy walk taking advantage of the significant topography in the project area. Project challenges include complex environmental permitting for multiple stream and wetland crossings and considerations for designing within a FEMA floodplain.

iii. Duration; Budget — 14 months design (paused) | $700,000 design

iv. Exp. With GDOT/other Processes — GDOT Ped/Streetscape Guide; City of Alpharetta: Design Standards Index, Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Tree Species List, Land Disturbance Permit Process, Unified Development Code

v. Client Contact — Pete Sewczwicz, Public Works Director, 678.297.6219, psewczwicz@alpharetta.ga.us

vi. Involvement of KTLs — Will Sheehan – Project Manager | Mickey O'Brien - Park & Trail Design Lead | Chris Johnson – Structural Engineer; Sharilyn Meyers – Environmental Permitting Lead

Buford Highway Complete Street, LCI Implementation Project, 0011639 Gwinnett

i. Client, Location, Dates — City of Suwanee | Suwanee, GA | 2010-2017

ii. Project Description

As a follow up to the City of Suwanee's 2010 LCI transportation Master Plan conducted by AECOM, the City of Suwanee selected AECOM utilizing LCI implementation funds to transform Buford Highway into a complete street including new pedestrian and cycling facilities, aesthetic improvements and improved vehicular operations. The LCI project limits are from are from McGinnis Ferry Road to George Pierce Park. The Complete Street Project provides new roadway improvements such as a new multi-use trail, wider sidewalks, on-street parking, new roundabout, pocket parks, and streetscape elements such as pedestrian lighting, site furnishings, landscaping, street trees, and art installation locations. One of the critical design challenges overcome by the project was that of a changing context throughout the corridor, which was originally designed as a rural two-lane, intercity State Route which was primarily used for commuters and transportation of goods and services to a more urban context which promotes walk and bike ability and a sense of place. These newly added elements not only bring together both of the areas west and east of Buford Highway as a whole but also increase user safety.

iii. Duration; Budget — 5 yr (design, permitting) / 4 yr (construction) | $550,000 (design) / $12M (construction)

iv. Exp. With GDOT/other Processes — GDOT's Pedestrian and Streetscape Guide, GDOT's Plan Development Process, AASHTO's Greenbook, AASHTO's Bike Guide, 2012.

v. Client Contact — Josh Campbell, AICP | 770.904.3371 | Campbell@suwanee.com

vi. Involvement of KTLs — Mickey O'Brien, PLA – Lead Urban Designer | Chris Johnson - Structural Engineer

Kimball Bridge Road Improvements

i. Client, Location, Dates — City of Alpharetta | Alpharetta, GA | 2016-2018 Design / 2018-2021 (construction)

ii. Project Description

AECOM was hired to design improvements that will provide congestion relief along Kimball Bridge Road between North Point Parkway and Waters Road, a distance of 1.4 miles. A lane was added in each direction west of Big Creek; and an additional westbound lane was added east of Big Creek. The project will retrofit an existing bridge to add an additional through lane. The project includes multiple intersection improvements. The existing trail network was enhanced as was the access to the Big Creek Multi-Use Trail. Further multi-modal improvements included the addition of on-street bike lanes on some portions of the project and shared bike/vehicle lanes in other areas. Extensive landscaping efforts were undertaken including stone veneer walls with finishes to match the surrounding elements.

iii. Duration; Budget — 2 yr (design) / 3 yr (construction) | $550,000 (design) / $16M (construction)

iv. Exp. With GDOT/other Processes — City of Alpharetta Design Standards Index, Alpharetta Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Alpharetta Tree Species List, Land Disturbance Permit Process, Unified Development Code City of Alpharetta

v. Client Contact — Geoff Sarra | 678.297.6200 | GSarra@alpharetta.ga.us

vi. Involvement of KTLs — Will Sheehan – Project Manager | Steven Tate -Roadway Lead | Mickey O'Brien – Urban Design Lead | Chris Johnson – Structural Design Lead

Chattahoochee Hill Country Greenway

i. Client, Location, Dates — Douglas County | Douglasville, GA | 2017-2028 (est)

ii. Project Description

AECOM was hired to design this approximately 11-mile greenway section to establish a substantial link in the planned 98-mile Chattahoochee Hill Country Regional Greenway Trail System. This 11-mile greenway link will be a hard surface multi-use trail which will provide pedestrian and bicyclist access from Boundary Waters Park to Sweetwater Creek State Park in Douglas County, with most of the greenway following the Chattahoochee River. The project is being funded using Transportation Alternative (TAP) funds and is being managed by Mickey O'Brien utilizing GDOT's Plan Development Process.

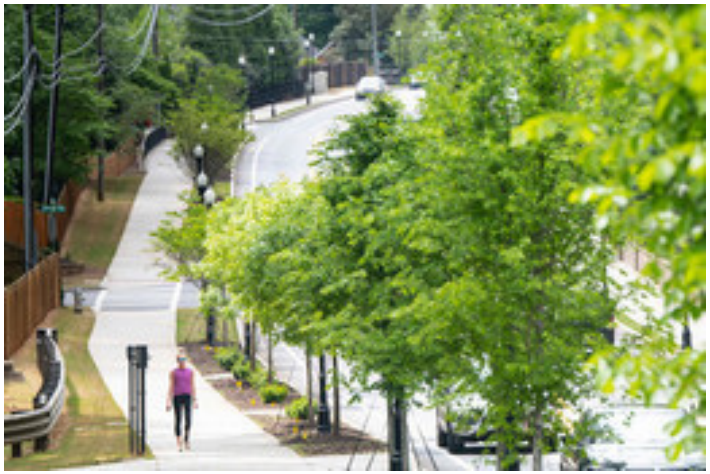
The project required extensive coordination with key stakeholders such as the Department of Natural Resources, Sweetwater Creek State Park, Coweta County, Fulton County as well as the City of Douglasville and Douglas County. AECOM has comprised an internal multi-discipline team of environmental, structural and engineering services to design and assist the County on executing this key greenway segment.

iii. Duration; Budget — 11 years | $1.6M fee / $12.5M const. (est)

iv. Exp. With GDOT/other Processes — GDOT's Pedestrian and Streetscape Guide, GDOT's Plan Development Process, AASHTO's Greenbook, AASHTO's Bike Guide, 2012.

v. Client Contact — Miguel Valentin | 770.920.4924 | mvalentine@douglascountyga.gov

vi. Involvement of KTLs — Mickey O'Brien, PLA – Lead Urban Designer | Laura Dawood - Env. Lead



Rucker Road Improvements

i. Client, Location, Dates — City of Alpharetta | Alpharetta, GA | 2016-2017 (design) / 2017-2020 (construction)

ii. Project Description

This project proposed improvements to over 1-1/2 miles of Rucker Road from Barrow Downs Road to Wills Road in the City of Alpharetta. The primary improvement was the replacement of two aging, low sufficiency bridges, one over Hughes Branch and one over Foe Killer Creek, with precast bottomless arch culverts. AECOM value engineered the previous consultant's bridge design and recommended a significantly cheaper alternative that better met the overall needs of the project; this was a considerable increase in value over the previous design. The construction of the new culverts was planned to occur over two summers to minimize impacts to school bus routes. Single lane roundabouts were constructed at both the intersection with Charlotte Drive and at Fairfax Drive to improve safety and operations, as well as to support improved walkability along the roadway. Shoulder improvements including wide sidewalks and lighting were proposed. On-street bike lanes were included for the majority of the project length to encourage multi-modal transportation.

iii. Duration; Budget — 1 yr (design) / 3 yr (construction) | $350,000 (design)$154M (construction)

iv. Exp. With GDOT/other Processes — City of Alpharetta Design Standards Index, Alpharetta Stormwater Policy Handbook, Stormwater Engineering Design Checklist, Alpharetta Tree Species List, Land Disturbance Permit Process, Unified Development Code City of Alpharetta

v. Client Contact — Geoff Sarra | 678.297.6200 | GSarra@alpharetta.ga.us

vi. Involvement of KTLs — Will Sheehan – Project Manager | Chris Johnson – Structural Design Lead | Steven Tate - Roadway Design Lead

PRIME RESOURCES AND WORKLOAD CAPACITY

i. Organizational Chart

ALPHARETTA

PRINCIPAL-IN-CHARGE
Garrick Edwards, PE

SR 400 PROJECT ADVISOR
Steven Tate, PE

PROJECT MANAGER
Will Sheehan, PE

PDP ADVISOR
Sean Pharr, PE

DEPUTY PROJECT MANAGER
Mickey O'Brien, PLA, LEED BD+C

LEGEND:
1 – Accura
2 – Nova
3 – Long
4 – Settimio
Key Team Lead

AECOM is the prime firm. All employees in the organization chart are AECOM unless otherwise noted.

LANDSCAPE ARCHITECTURE

Landscape Architecture Lead
Mickey O'Brien, PLA

Landscape Architect
Dominic Baggott
Weiyi Zhou

STRUCTURAL DESIGN

Structural Lead
Chris Johnson, PE

Structural Design Support
Pablo Cardona, PE
Amanda Berry, PE
Brarndon Neill, PE

Hydraulics
Clay Whittingham, PE
Bart Paul

TRAIL DESIGN

Trail Design Lead
Jonathan DiGioia, PE
Amman Kebede, PE
Paola Rojas, PE
Rana Altinsoy

Drainage
Rick Knoedler, EIT
Coli Smith

Erosion Control
Amman Kebede, PE

Bike/Ped Specialist
Jonathan DiGoia, PE

Highway Lightinge
Leon King, PE

Stormwater
Dylan Eagleton
Coli Smith

Traffic Engineering
Dwayne Tedder, PE

ENVIRONMENTAL PLANNING

Environmental Lead
Sharilyn Meyers

NEPA
Aaron Caldwell

History
Matthew Kear

Air/Noise
Mandy Phillips, PE

Ecology
Ashlie Stone

Archaeology
Lauren Falvey, RPA

Public Outreach
Lauren Travis

SURVEY

Survey Lead
Tim Slaton, RLS

Land/Engineering Survey
David May, PLS[3]
Tony Greenn[3]
Brandon Estepp[4]

GEOTECHNICAL ENGINEERING

Geotechnical Lead
Ken Khanidokht, PE[1]

Soil Survey Studies
Ken Khanidokht, PE[1]

Bridge Foundation Studies
Henok Tesfamariam[1]

Hydraulic/Hydrologic Stu-ides (Soils & Fuondation)
Ken Khanidokht, PE[1]

Hazardous Waste Site Assessment
Nick DaSantos, PE[2]

Quality Control
Eric Tay, PE[2]

ii. Primary Office

All work under this contract will be managed and executed from AECOM's Atlanta office located a short drive to the City of Alpharetta and the project site. This proximity allows for ease in coordinating meetings with project-critical stakeholders, for any aspect of the project development stage. In addition, AECOM's industry-leading IT infrastructure and virtual collaboration tools that allowed us to work and operate with minimal impact during the COVID-19 pandemic will be critical for the future as we adjust how we interact with project teams, agencies, the public and industry partners. The table below is a snapshot of the number subject matter experts and technical staff available for this project.

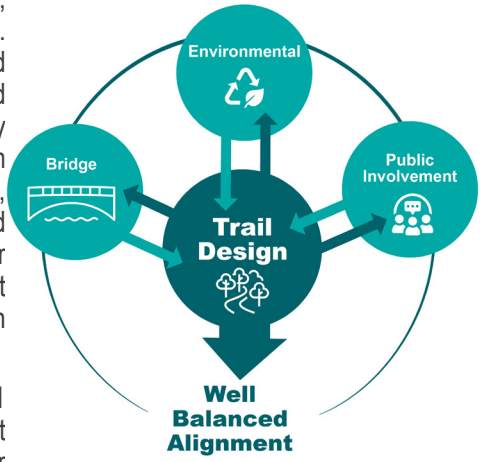
AECOM Staffing Resources in Atlanta

Roadway/Trail/Urban Design	94
Bridge/Structural	10
Traffic / ITS	107
Construction Management/CEI	59
NEPA / Environmental	42
Planners	20
GIS / CADD Technicians	15
Communications	17
Geotechnical Engineers	8
Other	66
Total	**438**

iii. Additional Resource Areas

TEAM MANAGEMENT APPROACH

AECOM recognizes the many benefits of the proposed connection provided by the North Point Alpha Link Trail based on our extensive background working on projects in Alpharetta and our experience working on similar trail projects. This critical trail segement will connect the North Point Parkway corridor, which is re-developing into a mixed-use community, with the broader Alpha Loop which provides access to downtown and points north along SR 400. There are many large, on-going developments in the project area, including the SR 400 Managed Lanes project and the developments at Tech Village and Northwinds Summit, that introduce some important stakeholders, both public and private. Selecting a well-balanced alignment that meets the needs of all the stakeholders while minimizing environmental impacts on this federally eligible project will be the key challenge for a successful delivery. Paramount to selecting a well-balanced alignment is a coordinated, multifaceted approach where the trail design team receives input from the bridge, environmental, and public involvement teams, collaborating with them to develop and refine the concept alternatives. Decision-making will be driven by the complex interplay of project costs, public buy-in, stakeholder input, and minimization of impacts. AECOM's Project Manager is uniquely suited to execute this well-coordinated approach and deliver this project on time and within budget by leveraging our integrated, multi-disciplined team of trail experts, roadway and bridge designers, National Environmental Policy Act (NEPA) and environmental permitting specialists' and other subject matter experts to address specific project challenges. Our proposed approach has been proven across many Alpharetta projects.



Project Manager Will Sheehan, PE has 21 years of industry experience, the majority spent managing multi-disciplinary teams to deliver for local government clients, including similar trail and pedestrian-oriented projects. Will understands the City of Alpharetta's expectations, unique preferences, and overall program goals having served as Project Manager for the City's design on-call contract from 2016 to 2021 and continuing to lead key on-going projects with the City such as the widening of Old Milton Parkway. Not only is Will experienced leading multi-disciplined teams, he has led this very team on previous projects including Alpharetta's marquee and on-going Encore Greenway & Gateway Park Project. With several other projects ending now and in the very near future, Will is fully available to take on the Project Manager role on this project. His current outlook is 40% availability.

Mickey O'Brien, PLA will be the Deputy Project Manager and Trail Design Lead including ensuring compliance with the ADA standards. Mickey thrives in a multi-discipline approach to problem solving. He understands the high expectations the City of Alpharetta places on their consultants and is dedicated to the City's on-going pursuit in improving the quality of lives for their citizens through planning, design and implementation of high-quality infrastructure projects. Mickey was AECOM's key team member for the successful delivery of the Alpharetta Walkability Study completed in 2018 and adopted by the Mayor and Council in 2019.

SCHEDULE MANAGEMENT

The AECOM Team will provide significant schedule efficiencies through our prior knowledge, local-let PDP experience, and deep bench of trained and available staff.

Prior Knowledge: AECOM understands Alpharetta's preference to utilize local funding as much as possible to avoid the longer schedules and increased design and permitting costs needed to deliver federally eligible projects through GDOT's complex Plan Development Process (PDP). As such, efficient schedule management will be a key consideration and AECOM has a two-pronged approach to successful management of the schedule. First and foremost, we will leverage our prior knowledge from the SR 400 corridor to bring a number of efficiencies to the schedule that will result in noticeable time and costs savings. Our team, including our sub-consultants, is intentionally comprised of the same team that worked on

the SR 400 Managed Lanes project for AECOM. Our surveyor team of Settimio Consulting and Long Engineering has already surveyed the SR 400 corridor and that survey boundary overlaps the majority of this project site. Likewise, our environmental scientists have already conducted resource identification surveys for the SR 400 that can be built upon for this project minimizing future work. Furthermore, Steven Tate, who is AECOM's Deputy Project Manager on the SR 400 project will also serve on this team to streamline coordination between the two projects. His background working on local Alpharetta projects and familiarity with City staff will be an added bonus. The Alpha Link will be built entirely along the proposed SR 400 right-of-way making the Department the major stakeholder. Minimizing impacts to GDOT's right-of-way and infrastructure - including their proposed noise wall - will streamline the schedule. AECOM's first-hand knowledge of that project sets us apart from other firms and will be a key formula for our success on this project, allowing us to deliver quicker and for less cost.

Local-let PDP Experience: In addition, to our prior knowledge of the SR 400 Managed Lanes Project, AECOM 's other key to efficient schedule management is based on our extensive background delivering local-let projects such as this through GDOT's PDP. These local-let PDP projects require a hybrid delivery approach. It is critical for the consultant to understand which standard GDOT requirements are not required for local-let projects to avoid unnecessary work and which requirements can run concurrently with other activities to keep schedules moving across the numerous GDOT office approvals. AECOM has delivered many other local-let PDP projects, including many with a multi-modal focus, for similar local clients including Dunwoody, Roswell, Suwanee, Decatur, and East Point. Additionally, of our sub-consultants and AECOM Team members are well-versed in conducting work in accordance with GDOT PDP requirements.

Deep Team: AECOM's team brings a deep bench of resources to insulate project progress from delays due to staffing changes or turnover. AECOM has one of the largest Transportation Departments in the state making a large number of capable resources available to the project. In addition, we have included multiple sub-consultants (including DBE's) for each area class for added redundancy. We have the flexibility to use the sub-consultant with the most availability to do the work when the time comes.

Reliability in Construction Estimates: One unique advantage of AECOM is that, unlike a typical engineering firm, we estimate jobs with the eye of a contractor. Our estimators, led by former GDOT Chief Estimator Troy Patterson, have worked with local contractors, know the Georgia market, can develop reliable costing in a rapidly changing environment, and have greater insight into estimating high-cost lump sum items. AECOM brings added value to the project with our contractor-oriented estimating team, ensuring estimates are valid so funds can be programmed efficiently.

Quality Management: We believe that having proactive and sustainable quality control is paramount for effective project delivery; therefore, quality is inherent in the way we plan, produce, and check the work we perform for our clients. We understand Dunwoody's elevated expectation of quality and will adhere to AECOM's established and rigorous QC/QA procedures in every task. AECOM's QC/QA Plan requires a Technical Quality Review Record (TQRR) form be filled out for each deliverable. This detailed form is signed off on by multiple team members with assigned roles such as Originator, Reviewer, Lead Verifier, and Project Quality Manager. These roles have been established to ensure an independent and unbiased assessment. The PM is the last to sign the TQRR ensuring that the process was followed and documented correctly. The record mark-ups and TQRR form will be included with milestone deliverables to the City. Will Sheehan, will provide the City with a Quality Management Plan (QMP) for the project to set the quality process in motion before work begins for the project to set the quality process in motion before work begins.

Why Choose AECOM?

- First-hand knowledge of SR 400 Managed Lanes project
- Familiarity with local Alpharetta preferences
- Experience delivering local-let projects thru GDOT PDP
- PM that takes ownership of project
- Deep bench of available resources

PROJECT MANAGER COMMITMENT TABLE

WILL SHEEHAN, PE

PI/Project # for GDOT Projects / Name of Customer for Non-GDOT Projects	Role of PM on Each Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
PI 0007692	Project Manager	SR 92 Widening - East Paulding Middle School to Old Burnt Hickory Road	Preliminary	40% complete	16
PI 0015069	Project Manager	Chamblee Dunwoody Road Village Multi-Modal Project	Concept	80% complete	8
Non-PI GDOT Contract	Project Manager	State Funded Government Cost Estimator Services	N/A	N/A - indefinite scope	24
PI 0017187	Project Manager	SR 120/Old Milton Pakrway Widening	Preliminary	55% complete	24
City of Alpharetta	Project Manager	Encore Greenway & Gateway Park	Preliminary	35% complete	16 (anticipated)

KEY TEAM LEADER PROJECT COMMITMENT TABLE

KTL - Role	PI/Project # for GDOT Projects / Name of Customer for Non-GDOT Projects	Role on Each Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Mickey O'Brien, PLA Landscape Architecture KTL	City of Decatur	Project Manager	Innovative Storm Drainage Improvements	Preliminary Design	70% complete	16
	City of Fayetteville	Project Manager	High Priority Multi-Use Trail	Planning Phase	70% complete	20
	City of Alpharetta	Lead Park Designer	Encore Greenwy and Gateway Park	Concept Phase	35% complete	8
	City of Suwanee	Lead Urban Designer	Buford Highway Complete Street Conver-sion	Construction Phase	85% complete	8
Chris Johnson, PE Bridge & Structural Design KTL	DeKalb County, GA	Project Manager / Design Lead	Transportation On-Call Contract	Various	Various	10
	PI 0007692	Senior Bridge Engineer	SR 92 Widening	Final	Beginning Final Design	20
	PI 0013616	Senior Bridge Engineer	SR 15 Tenille Bypass	Final	70% complete	10
	City of Alpharetta	Structural Design Lead	Encore Greenway & Gateway Park	Preliminary	35% complete	24 (anticipated)
	PI 0017187	Structural Design Lead	SR 120/Old Milton Parkway Widening	Preliminary	55% complete	24

KTL - Role	PI/Project # for GDOT Projects / Name of Customer for Non-GDOT Projects	Role on Each Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Sharilyn Meyers Enviornmental KTL	0013616	Enviornmental Lead	SR 15 Tennille bypass	Final Design	85% complete	5
	0005533	Environmental Lead	SR 11 Bridge Replacement	Final Design	95 Complete	5
	City of Holly Springs	Environmental Lead	Hickory Springs Roadway Extension	Planning Phase	35% complete	5
	GDOT State-Funded On-call	Ecology Lead	Multiple	Various	Contract to end April 2023	15
	GDOT TIA Program	Environmenal Coordinator	Multile	Various	Various	50
	City of Alpharetta	Ecology Lead	Encore Greenway & Gateway Park	Preliminary	35% complete	4 (anticipated)
	City of Alpharetta	Environmental Lead	Old Milton Parkway	Preliminary	55% complete	8
Jonnathan DiGioia, PE Roadway Design KTL	GDOT	Operations	Project Team Initiation Process (PTIP) Program	Various	Various	30
	Douglas County	Lead Engineer	Chattahoochee Hill Country Trail	Preliminary Design	40% complete	50
	City of Fayetteville	Reviewer	High Priority Multi-use Trail	Planning Phase	70% complete	8

APPENDIX
AREA CLASS CHECKLIST

THE CITY OF ALPHARETTA GEORGIA

CITY OF ALPHARETTA REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Number: 23-1002

RFQ Title: Design Services: North Point Alpha Link Trail - LCI (GDOT PI # 0019211)

Georgia Department of Transportation (GDOT) Prequalification Certification for Prime Consultant and all sub-consultants. Checklist to include as an appendix item in SOQ response from Consultant.

Enter Prime Firm Submitting SOQ: AECOM Technical Services, Inc.

Check Prime	Check Sub-Consultant	Number	Area Class
X		1.06(a)	NEPA
X		1.06(b)	History
X		1.06(c)	Air Quality
X		1.06(d)	Noise
X		1.06(e)	Ecology
X		1.06(f)	Archaeology
X		1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)
X		3.02	Two-Lane or Multi-lane urban Roadway Design
X		3.06	Traffic Operations Studies
X		3.07	Traffic Operations Design
X		3.08	Landscape Architecture Design
X		3.10	Utility Coordination
X		3.12	Hydraulic and Hydrological Studies (Roadway)
X		3.13	Facilities for Bicycles and Pedestrians
X		3.15	Highway and Outdoor Lighting
X		4.01(a)	Minor Bridge Design
X		4.04	Hydraulic and Hydrological Studies (Bridges)
	X	5.01	Land Surveying
	X	5.02	Engineering Surveying
	X	6.01(a)	Soil Survey Studies
	X	6.02	Bridge Foundation Studies
	X	6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)
	X	6.05	Hazardous Waste Site Assessment Studies
	X	9.01	Erosion, Sedimentation, and Pollution Control Plan

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: RFQ 23-1002, Design Services: North Point Alpha Link Trail, GDOT PI# 0019211

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 statues 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.

AECOM Technical Services, Inc.
Company Name

Signature of Authorized Officer or Agent

10/12/2022
Date

Garrick L. Edwards, Vice President/Authorized Signatory
Printed Name & Title of Authorized Officer or Agent

1360 Peachtree Street, Suite 500, Atlanta, GA 30309
Company Address

Subscribed and sworn before me on this the

12 day of October 20 22

Robin W. Overstreet
Notary Public

02/28/2025
My Commission Expires

ROBIN W. OVERSTREET NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 28, 2025

PRIME RESOURCES AND WORKLOAD CAPACITY

i. Organizational Chart

ALPHARETTA

PRINCIPAL-IN-CHARGE
Garrick Edwards, PE

SR 400 PROJECT ADVISOR
Steven Tate, PE

PROJECT MANAGER
Will Sheehan, PE

PDP ADVISOR
Sean Pharr, PE

DEPUTY PROJECT MANAGER
Mickey O'Brien, PLA, LEED BD+C

LEGEND:
1 – Accura
2 – Nova
3 – Long
4 – Settimio
Key Team Lead

AECOM is the prime firm. All employees in the organization chart are AECOM unless otherwise noted.

LANDSCAPE ARCHITECTURE

Landscape Architecture Lead
Mickey O'Brien, PLA

Landscape Architect
Dominic Baggott
Weiyi Zhou

STRUCTURAL DESIGN

Structural Lead
Chris Johnson, PE

Structural Design Support
Pablo Cardona, PE
Amanda Berry, PE
Brarndon Neill, PE

Hydraulics
Clay Whittingham, PE
Bart Paul

TRAIL DESIGN

Trail Design Lead
Jonathan DiGioia, PE
Amman Kebede, PE
Paola Rojas, PE
Rana Altinsoy

Drainage
Rick Knoedler, EIT
Coli Smith

Erosion Control
Amman Kebede, PE

Bike/Ped Specialist
Jonathan DiGoia, PE

Highway Lightinge
Leon King, PE

Stormwater
Dylan Eagleton
Coli Smith

Traffic Engineering
Dwayne Tedder, PE

ENVIRONMENTAL PLANNING

Environmental Lead
Sharilyn Meyers

NEPA
Aaron Caldwell

History
Matthew Kear

Air/Noise
Mandy Phillips, PE

Ecology
Ashlie Stone

Archaeology
Lauren Falvey, RPA

Public Outreach
Lauren Travis

SURVEY

Survey Lead
Tim Slaton, RLS

Land/Engineering Survey
David May, PLS[3]
Tony Greenn[3]
Brandon Estepp[4]

GEOTECHNICAL ENGINEERING

Geotechnical Lead
Ken Khanidokht, PE[1]

Soil Survey Studies
Ken Khanidokht, PE[1]

Bridge Foundation Studies
Henok Tesfamariam[1]

Hydraulic/Hydrologic Stu-ides (Soils & Fuondation)
Ken Khanidokht, PE[1]

Hazardous Waste Site Assessment
Nick DaSantos, PE[2]

Quality Control
Eric Tay, PE[2]

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
AECOM TECHNICAL SERVICES INC 1360 Peachtree Street, Suite 500, Atlanta, GA 30309	December 9, 2021	January 11, 2024

SIGNATURE

1. Transportation Planning

X	1.01	State Wide Systems Planning
X	1.02	Urban Area and Regional Transportation Planning
X	1.03	Aviation Systems Planning
X	1.04	Mass and Rapid Transportation Planning
X	1.05	Alternate System and Corridor Location Planning
_	1.06	Unknown
X	1.06a	NEPA Documentation
X	1.06b	History
X	1.06c	Air Studies
X	1.06d	Noise Studies
X	1.06e	Ecology
X	1.06f	Archaeology
_	1.06g	Freshwater Aquatic Surveys
X	1.06h	Bat Surveys
X	1.07	Attitude, Opinion and Community Value Studies
X	1.08	Airport Master Planning
X	1.09	Location Studies
X	1.10	Traffic Studies
X	1.11	Traffic and Toll Revenue Studies
X	1.12	Major Investment Studies
X	1.13	Non-Motorized Transportation Planning

2 Mass Transit Operations

X	2.01	Mass Transit Program (Systems) Management
X	2.02	Mass Transit Feasibility and Technical Studies
X	2.03	Mass Transit Vehicle and Propulsion System
X	2.04	Mass Transit Controls, Communications and Information Systems
_	2.05	Mass Transit Architectural Engineering
X	2.06	Mass Transit Unique Structures
X	2.07	Mass Transit Electrical and Mechanical Systems
X	2.08	Mass Transit Operations Management and Support Services
X	2.09	Aviation
X	2.10	Mass Transit Program (Systems) Marketing

3 Highway Design Roadway

X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design
X	3.05	Design of Urban Expressway and Interstate
X	3.06	Traffic Operations Studies
X	3.07	Traffic Operations Design
X	3.08	Landscape Architecture

3. Highway Design Roadway (continued)

X	3.09	Traffic Control System Analysis, Design and Implementation
X	3.10	Utility Coordination
X	3.11	Architecture
X	3.12	Hydraulic and Hydrological Studies (Roadway)
X	3.13	Facilities for Bicycles and Pedestrians
_	3.14	Historic Rehabilitation
X	3.15	Highway Lighting
X	3.16	Value Engineering
X	3.17	Design od Toll Facilities Infrastructure

4. Highway Structures

X	4.01a	Minor Bridges Design
_	4.01b	Minor Bridges Design CONDITIONAL
X	4.02	Major Bridges Design
X	4.03	Movable Span Bridges Design
X	4.04	Hydraulic and Hydrological Studies (Bridges)
X	4.05	Bridge Inspection

5. Topography

_	5.01	Land Surveying
_	5.02	Engineering Surveying
_	5.03	Geodetic Surveying
_	5.04a	Aerial Photography/Conventional Aircraft
_	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade
_	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade
_	5.05	Aerial Photogrammetry
_	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)
_	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)
_	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)
_	5.06d	Topographic Remote Sensing (SONAR)
_	5.06e	Topographic Remote Sensing Thermal and Infrared
_	5.07	Cartography
_	5.08	Subsurface Utility Engineering

6. Soils, Foundation & Materials Testing

X	6.01a	Soil Surveys
X	6.01b	Geological and Geophysical Studies
X	6.02	Bridge Foundation Studies
X	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)
_	6.04a	Laboratory Materials Testing
_	6.04b	Field Testing of Roadway Construction Materials
X	6.05	Hazard Waste Site Assessment Studies

8. Construction

X	8.01	Construction Supervision
_	8.02	Airport Construction Administration and Observation

9. Erosion and Sedimentation Control

X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
X	9.02	Rainfall and Runoff Reporting
X	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

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NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ACCURA ENGINEERING AND CONSULTING SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340	August 11, 2022	January 31, 2025

SIGNATURE

1. Transportation Planning

_	1.01	State Wide Systems Planning
_	1.02	Urban Area and Regional Transportation Planning
_	1.03	Aviation Systems Planning
_	1.04	Mass and Rapid Transportation Planning
_	1.05	Alternate System and Corridor Location Planning
_	1.06	Unknown
_	1.06a	NEPA Documentation
_	1.06b	History
_	1.06c	Air Studies
_	1.06d	Noise Studies
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_	1.07	Attitude, Opinion and Community Value Studies
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_	1.10	Traffic Studies
_	1.11	Traffic and Toll Revenue Studies
_	1.12	Major Investment Studies
	1.13	Non-Motorized Transportation Planning

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_	2.01	Mass Transit Program (Systems) Management
_	2.02	Mass Transit Feasibility and Technical Studies
_	2.03	Mass Transit Vehicle and Propulsion System
	2.04	Mass Transit Controls, Communications and Information Systems
_	2.05	Mass Transit Architectural Engineering
_	2.06	Mass Transit Unique Structures
_	2.07	Mass Transit Electrical and Mechanical Systems
_	2.08	Mass Transit Operations Management and Support Services
_	2.09	Aviation
_	2.10	Mass Transit Program (Systems) Marketing

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_	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
_	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas
_	3.04	Multi-Lane, Limited Access Expressway Type Highway Design
_	3.05	Design of Urban Expressway and Interstate
_	3.06	Traffic Operations Studies
_	3.07	Traffic Operations Design
_	3.08	Landscape Architecture

3. Highway Design Roadway (continued)

_	3.09	Traffic Control System Analysis, Design and Implementation
X	3.10	Utility Coordination
_	3.11	Architecture
_	3.12	Hydraulic and Hydrological Studies (Roadway)
_	3.13	Facilities for Bicycles and Pedestrians
_	3.14	Historic Rehabilitation
_	3.15	Highway Lighting
_	3.16	Value Engineering
_	3.17	Design od Toll Facilities Infrastructure

4. Highway Structures

_	4.01a	Minor Bridges Design
_	4.01b	Minor Bridges Design CONDITIONAL
_	4.02	Major Bridges Design
_	4.03	Movable Span Bridges Design
_	4.04	Hydraulic and Hydrological Studies (Bridges)
_	4.05	Bridge Inspection

5. Topography

X	5.01	Land Surveying
X	5.02	Engineering Surveying
X	5.03	Geodetic Surveying
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X	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade
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X	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)
_	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)
_	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)
X	5.06d	Topographic Remote Sensing (SONAR)
_	5.06e	Topographic Remote Sensing Thermal and Infrared
X	5.07	Cartography
X	5.08	Subsurface Utility Engineering

6. Soils, Foundation & Materials Testing

X	6.01a	Soil Surveys
X	6.01b	Geological and Geophysical Studies
X	6.02	Bridge Foundation Studies
X	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)
_	6.04a	Laboratory Materials Testing
_	6.04b	Field Testing of Roadway Construction Materials
X	6.05	Hazard Waste Site Assessment Studies

8. Construction

X	8.01	Construction Supervision
_	8.02	Airport Construction Administration and Observation

9. Erosion and Sedimentation Control

X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
LONG ENGINEERING, INC. 2550 HERITAGE CT., S.E., SUITE 250 ATLANTA, GA 30339	October 20, 2020	December 14, 2023

SIGNATURE

1. Transportation Planning

_	1.01	State Wide Systems Planning
_	1.02	Urban Area and Regional Transportation Planning
_	1.03	Aviation Systems Planning
_	1.04	Mass and Rapid Transportation Planning
_	1.05	Alternate System and Corridor Location Planning
_	1.06	Unknown
_	1.06a	NEPA Documentation
_	1.06b	History
_	1.06c	Air Studies
_	1.06d	Noise Studies
_	1.06e	Ecology
_	1.06f	Archaeology
_	1.06g	Freshwater Aquatic Surveys
_	1.06h	Bat Surveys
_	1.07	Attitude, Opinion and Community Value Studies
_	1.08	Airport Master Planning
X	1.09	Location Studies
_	1.10	Traffic Studies
_	1.11	Traffic and Toll Revenue Studies
_	1.12	Major Investment Studies
	1.13	Non-Motorized Transportation Planning

2. Mass Transit Operations

_	2.01	Mass Transit Program (Systems) Management
_	2.02	Mass Transit Feasibility and Technical Studies
_	2.03	Mass Transit Vehicle and Propulsion System
	2.04	Mass Transit Controls, Communications and Information Systems
_	2.05	Mass Transit Architectural Engineering
_	2.06	Mass Transit Unique Structures
_	2.07	Mass Transit Electrical and Mechanical Systems
_	2.08	Mass Transit Operations Management and Support Services
_	2.09	Aviation
_	2.10	Mass Transit Program (Systems) Marketing

3. Highway Design Roadway

X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design
X	3.05	Design of Urban Expressway and Interstate
_	3.06	Traffic Operations Studies
_	3.07	Traffic Operations Design
_	3.08	Landscape Architecture

3. Highway Design Roadway (continued)

_	3.09	Traffic Control System Analysis, Design and Implementation
X	3.10	Utility Coordination
_	3.11	Architecture
X	3.12	Hydraulic and Hydrological Studies (Roadway)
X	3.13	Facilities for Bicycles and Pedestrians
_	3.14	Historic Rehabilitation
_	3.15	Highway Lighting
_	3.16	Value Engineering
_	3.17	Design od Toll Facilities Infrastructure

4. Highway Structures

X	4.01a	Minor Bridges Design
_	4.01b	Minor Bridges Design CONDITIONAL
X	4.02	Major Bridges Design
_	4.03	Movable Span Bridges Design
X	4.04	Hydraulic and Hydrological Studies (Bridges)
_	4.05	Bridge Inspection

5. Topography

X	5.01	Land Surveying
X	5.02	Engineering Surveying
X	5.03	Geodetic Surveying
_	5.04	Aerial Photography
_	5.05	Aerial Photogrammetry
_	5.06	Topographic Remote Sensing
_	5.07	Cartography
X	5.08	Subsurface Utility Engineering

6. Soils, Foundation & Materials Testing

_	6.01a	Soil Surveys
_	6.01b	Geological and Geophysical Studies
_	6.02	Bridge Foundation Studies
_	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)
_	6.04a	Laboratory Materials Testing
X	6.04b	Field Testing of Roadway Construction Materials
_	6.05	Hazard Waste Site Assessment Studies

8. Construction

X	8.01	Construction Supervision

9. Erosion and Sedimentation Control

X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
_	9.02	Rainfall and Runoff Reporting
X	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
NOVA ENGINEERING & ENVIRONMENTAL, LLC 3900 KENNESAW 75 PARKWAY, STE 100 KENNESAW, GA 30144	March 22, 2022	March 14, 2025

SIGNATURE

1. Transportation Planning

- _ 1.01 State Wide Systems Planning
- _ 1.02 Urban Area and Regional Transportation Planning
- _ 1.03 Aviation Systems Planning
- _ 1.04 Mass and Rapid Transportation Planning
- _ 1.05 Alternate System and Corridor Location Planning
- _ 1.06 Unknown
- _ 1.06a NEPA Documentation
- _ 1.06b History
- _ 1.06c Air Studies
- _ 1.06d Noise Studies
- _ 1.06e Ecology
- _ 1.06f Archaeology
- _ 1.06g Freshwater Aquatic Surveys
- _ 1.06h Bat Surveys
- _ 1.07 Attitude, Opinion and Community Value Studies
- _ 1.08 Airport Master Planning
- _ 1.09 Location Studies
- _ 1.10 Traffic Studies
- _ 1.11 Traffic and Toll Revenue Studies
- _ 1.12 Major Investment Studies
- 1.13 Non-Motorized Transportation Planning

2 Mass Transit Operations

- _ 2.01 Mass Transit Program (Systems) Management
- _ 2.02 Mass Transit Feasibility and Technical Studies
- _ 2.03 Mass Transit Vehicle and Propulsion System
- 2.04 Mass Transit Controls, Communications and Information Systems
- _ 2.05 Mass Transit Architectural Engineering
- _ 2.06 Mass Transit Unique Structures
- _ 2.07 Mass Transit Electrical and Mechanical Systems
- _ 2.08 Mass Transit Operations Management and Support Services
- _ 2.09 Aviation
- _ 2.10 Mass Transit Program (Systems) Marketing

3 Highway Design Roadway

- _ 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design
- _ 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
- _ 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas
- _ 3.04 Multi-Lane, Limited Access Expressway Type Highway Design
- _ 3.05 Design of Urban Expressway and Interstate
- _ 3.06 Traffic Operations Studies
- _ 3.07 Traffic Operations Design
- _ 3.08 Landscape Architecture

3. Highway Design Roadway (continued)

- _ 3.09 Traffic Control System Analysis, Design and Implementation
- _ 3.10 Utility Coordination
- _ 3.11 Architecture
- _ 3.12 Hydraulic and Hydrological Studies (Roadway)
- _ 3.13 Facilities for Bicycles and Pedestrians
- _ 3.14 Historic Rehabilitation
- _ 3.15 Highway Lighting
- _ 3.16 Value Engineering
- _ 3.17 Design od Toll Facilities Infrastructure

4. Highway Structures

- _ 4.01a Minor Bridges Design
- _ 4.01b Minor Bridges Design CONDITIONAL
- _ 4.02 Major Bridges Design
- _ 4.03 Movable Span Bridges Design
- _ 4.04 Hydraulic and Hydrological Studies (Bridges)
- _ 4.05 Bridge Inspection

5. Topography

- _ 5.01 Land Surveying
- _ 5.02 Engineering Surveying
- _ 5.03 Geodetic Surveying
- _ 5.04a Aerial Photography/Conventional Aircraft
- _ 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade
- _ 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade
- _ 5.05 Aerial Photogrammetry
- _ 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)
- _ 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)
- _ 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)
- _ 5.06d Topographic Remote Sensing (SONAR)
- _ 5.06e Topographic Remote Sensing Thermal and Infrared
- _ 5.07 Cartography
- _ 5.08 Subsurface Utility Engineering

6. Soils, Foundation & Materials Testing

- X 6.01a Soil Surveys
- X 6.01b Geological and Geophysical Studies
- X 6.02 Bridge Foundation Studies
- X 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)
- X 6.04a Laboratory Materials Testing
- X 6.04b Field Testing of Roadway Construction Materials
- X 6.05 Hazard Waste Site Assessment Studies

8. Construction

- X 8.01 Construction Supervision
- X 8.02 Airport Construction Administration and Observation

9. Erosion and Sedimentation Control

- _ 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
- X 9.02 Rainfall and Runoff Reporting
- X 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION
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NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
SETTIMIO CONSULTING SERVICES, INC. 3139 BELLE CHTISTIANE PLACE, PENSACOLA, FL 32503-5894	March 1, 2022	February 28, 2025

SIGNATURE

1. Transportation Planning

- _ 1.01 State Wide Systems Planning
- _ 1.02 Urban Area and Regional Transportation Planning
- _ 1.03 Aviation Systems Planning
- _ 1.04 Mass and Rapid Transportation Planning
- _ 1.05 Alternate System and Corridor Location Planning
- _ 1.06 Unknown
- _ 1.06a NEPA Documentation
- _ 1.06b History
- _ 1.06c Air Studies
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- _ 1.06e Ecology
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- _ 3.08 Landscape Architecture

3. Highway Design Roadway (continued)

- _ 3.09 Traffic Control System Analysis, Design and Implementation
- _ 3.10 Utility Coordination
- _ 3.11 Architecture
- _ 3.12 Hydraulic and Hydrological Studies (Roadway)
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- X 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade
- X 5.05 Aerial Photogrammetry
- X 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)
- X 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)
- X 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)
- X 5.06d Topographic Remote Sensing (SONAR)
- X 5.06e Topographic Remote Sensing Thermal and Infrared
- X 5.07 Cartography
- _ 5.08 Subsurface Utility Engineering

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- _ 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
- _ 9.02 Rainfall and Runoff Reporting
- _ 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

EXHIBIT "C"

SCOPE OF WORK, TASK ORDER 1

AECOM
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AECOM
1360 Peachtree Street NE,
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Atlanta, GA 30309
www.aecom.com

404 965 9600 tel
404 965 9605 fax

February 2, 2023

Mr. Pete Sewczwicz
Director, Department of Public Works
City of Alpharetta
1790 Hembree Rd.
Alpharetta, GA 30009

Re: RFQ 23-1002 Cost Proposal
Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211)

Dear Mr. Sewczwicz,

AECOM Technical Services, Inc. ("AECOM") is pleased to submit this proposal to The City of Alpharetta ("Client") with regard to the Task Order #1 efforts for the Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211) Project. We are uniquely suited to deliver this project more efficiently than other firms due to our prior knowledge of the corridor and the GA-400 Managed Lanes Project from having served as GDOT's General Engineering Consultant (GEC) on that project. Task Order #1 shall include Concept (including PIOH – Public Information Open House), Survey, and the Phase I Environmental Site Assessment (ESA).

Scope of Work:
The Scope of Work shall be as indicated in Attachment 'A'.

Deliverables:
The Deliverables shall be as indicated in Attachment 'A'.

Schedule:
The anticipated schedule for the Task Order #1 efforts is approximately 18 months from NTP. We understand GDOT has developed a draft schedule already for the entire project, but that schedule will be re-visited once AECOM is under contract.

Compensation:
Compensation for Services shall be be the stipulated sum of **$450,825** including direct expenses and contingency. A summary by phase and discipline is included in Attachment 'B' and the detailed hourly breakdown has been submitted separately. A contingency budget of $9,190 for the optional traffic scope is included in the stipulated sum above and noted on the Attachment 'B' breakdown.

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Commencement of Work:
If this proposal is acceptable to the City, we will proceed with executing the contract pending the on-going legal review. Any changes to this Proposal shall be in writing and signed by both parties.

AECOM appreciates the opportunity to work on this important project and we look forward to continued success with the City of Alpharetta.

AECOM Technical Services, Inc.

Signature

Garrick Edwards, PE
Director of Transportation

CLIENT: City of Alpharetta

Signature
Jim Gilvin, Mayor

Printed Name & Title

Attest:_____
Lauren Shapiro, City Clerk

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jeff Strickland, City Attorney

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One Midtown Plaza, Suite 500
Atlanta, GA 30309
www.aecom.com

404 965 9600 tel
404 965 9605 fax

Attachment 'A'

Re: RFQ 23-1002 Cost Proposal
Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211)

Attached is a proposal to provide Professional Engineering Services to the City of Alpharetta for the Design Services: North Point Alpha Link Trail - LCI (GDOT PI #0019211) Project. This proposal is for Task Order #1 efforts only and is based on the discussions at the scoping meetings held on January 18th and 25th, 2023. Task Order #1 shall include Concept (including PIOH – Public Information Open House), Survey, and the Phase I Environmental Site Assessment (ESA). AECOM Technical Services, Inc. will provide the concept design and public involvement services. Settimio Consulting will provide the survey services and Nova Engineering will provide the Phase I ESA. Our team will leverage our prior knowledge from serving as GDOT's General Engineering Consultant on the adjacent GA-400 Manage Lanes Project to deliver this project more efficiently than other firms in terms of cost and schedule.

Project understanding:

AECOM understands the City of Alpharetta wants to create a trail connection between the City's Alpha Loop Trail and Big Creek Greenway. The trail will be located adjacent to GA 400 from Haynes Bridge Road to Encore Parkway within the City of Alpharetta, Georgia.

The concept design scope includes trail design, bridge/boardwalk design, landscape architecture, traffic analysis, environmental survey, lighting design, and public outreach.

The project is federally funded, so National Environmental Policy Act (NEPA) services are included. It will follow the GDOT Plan Development Process (PDP), although it will be locally let by the City.

Scope & Approach:

The following is a brief description of the project scope and approach broken down by discipline.

Trail Design

AECOM will conduct initial concept-level design, will prepare a GDOT Limited Scope Concept Report, and obtain approval for the proposed project. The Alpha Link is a critical segment of the Alpha Loop Trail which will run parallel to GA 400 from Haynes Bridge Road to Encore Parkway for approximately 1.3 miles. This multi-use trail will be 12' in width clear of obstructions and will be comprised of concrete. The project's main need and purpose is to provide a new multi-use trail to connect the existing Alpha Loop Trail to the Big Creek Greenway which also closes the southeastern segment of the loop.

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Attachment 'A'

Assumptions:

- Limits of the project are anticipated to be as follows: Multi-Use Trail from Encore Parkway to Haynes Bridge Road, approximately 1.15 miles. Multi-Use Trail along the west side of Haynes Bridge Road from north of SR 400 ramps to Lakeview Parkway, approximately 0.15 miles in length. See below for a map of anticipated project limits shown in red:

- The trail will not cross Encore Parkway, Haynes Bridge Road, or the SR 400 ramps.
- Trail will be designed to comply with Americans with Disabilities Act (ADA) requirements.

Tasks:

- Develop an environmental survey boundary for initial concept level environmental analysis and desk top screening.
- Develop and evaluate one primary (1) alternative and up to four (4) sub-alternative refinements for a multi-use trail within the project limits described. Given the site constraints, the project sub-alternatives will be limited to slight adjustments along the project corridor and potential tie ins.
- Walk the alignment with city staff prior to finalizing the concept and will adjust the alignment based on city feedback.
- Produce a Concept Layout and typical sections for one (1) alternative to be included in the draft concept report.
- Develop a concept level cost estimate for one (1) primary trail alignment alternative with up to four (4) sub alternatives refinements based on the City Staff and AECOM site visit of the surveyed trail alignment.
- Evaluate trail tie-ins to Morrison Lake, Artisan's Townhomes Technology Village and other developments who want direct access to the trail facility.
- Work with our structural engineers to develop up to 2 sub-alternatives to bridge existing streams and steeper topography.

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Attachment 'A'

- Work closely with the project's environmental team to avoid and minimize any impacts to environmental resources.
- Develop a cost estimate for preferred trail alternative and sub-alternates.
- Coordinate with SR 400 express lanes project on any updates that would affect the trail project.
- Prepare a project justification statement to include in the Limited Scope Concept Report
- Prepare a GDOT Limited Scope Concept Report for approval and respond to reviewer comments.
- Prepare for and attend Initial Concept Meeting / Kickoff Meeting.
- Prepare for and attend Concept Meeting.
- Prepare displays for and attend public involvement meetings including PIOH and local government meetings

Stormwater/MS4 Design

AECOM will identify outfalls and conduct a concept-level MS4 analysis to determine the need for BMP's. The Georgia Stormwater Management Manual Stormwater Quality Site Development Review Tool will be used to conduct the analysis. The City's Post Construction Stormwater policy will be followed rather than GDOT's. The concept-level MS4 analysis will be documented in the Concept Report as an attachment.

Landscape Architecture

The City of Alpharetta is a leader in placemaking, creating a look which is unique to the city. AECOM Landscape Architects will work with city staff in identifying appropriate elements such as benches, lighting, wayfinding signage and resting areas as needed. We understand the city is evaluating potentially new materials for the Alpha Link trail segment which AECOM will incorporate and price accordingly within the concept phase.

AECOM's Landscape Architects will provide trail alignment guidance to enhance the trail users' experience. We will identify potential areas for trail tie ins and for resting area(s) for trail users. Additionally, we will provide trail grading and profile guidance to achieve ADA and AASHTO compliance for the trail facility.

Our landscape architects will work closely with all disciplines to minimize impacts to the natural environment with careful consideration to avoid or impacting the future GA 400 noise wall, sensitive environmental areas and existing specimen trees where feasible.

We will identify conceptual supplemental landscape planting areas for additional buffering in key locations for screening and for enhancements for the trail users at locations such as resting areas and trail heads.

We will develop up to 2 perspective renderings to convey before and after conditions which can be used for project promotion depicting the vision of the trail alignment.

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Attachment 'A'

Bridge/Structural Design

AECOM's Structural Team will coordinate with the Trail Design Team to evaluate crossing options for the two streams, to evaluate the need for any raised structures to even out areas of steep terrain, and to evaluate retaining walls to minimize impacts. Concrete boardwalks are the preferred option for bridging structures, although prefabricated pedestrian bridges will not be excluded. Wood-material structures are excluded for maintenance concerns. Concept-level costs for any structures will be developed. In addition, AECOM Hydro Engineers will conduct a concept-level hydraulic evaluation of the two stream crossings to inform on the structure height and opening size.

Traffic Analysis & Design

A Traffic Scoping Meeting was held on 1/25/2023 with GDOT Planning Office staff and the City. At this meeting, it was discussed that the trail would only have one potential crossing of a roadway which would occur at Lakeview Parkway. The resulting scope discussion was based on the condition of the trail crossing Lakeview Parkway, but AECOM understands that has since been eliminated from consideration. Further coordination with GDOT Planning Office is occurring to determine if the agreed upon scope is still needed since the proposed roadway crossing has been eliminated. As such, the traffic scope and fee proposed herein is being included as a client-authorized contingency to be triggered in the event that GDOT still requires it.

The need for a full-scale traffic and ICE analysis is not anticipated. However, it was advised that traffic counts should be collected to prepare traffic forecast based on GDOT's Forecasting Manual, Appendix D. An ICE Waiver is included in the scope as a worst-case scenario per discussions at the Scoping Meeting.

The study area includes the following intersection:

- Haynes Bridge Road and Lakeview Parkway

Data Collection:

Data collection will include traffic counts (15-hour Turning Movements, 48-hour Tube Counts, 48-Hour Bi-directional Classification Counts), signal plans, timing data. Traffic counts tasks will be scheduled during days when the City of Alpharetta Schools and the Fulton County Schools are in session. AECOM will coordinate with a vendor to collect the traffic counts.

Traffic Volumes Projections:

As listed in GDOT's Forecasting Manual, Appendix D, the traffic projections for the 2023 existing year, 2030 open year, and 2050 design year will be developed for the intersection listed above. These projections will include daily volumes, peak hours volumes, and truck percentages. Projections will be developed by using an appropriate growth rate determined through historical traffic trend analysis of the surrounding area. In addition, AECOM will develop the following traffic forecasts:

- 2030 Open Year + 2
- 2050 Design Year + 2

Deliverables:

- Traffic Forecast in tabular format: GDOT's Forecasting Manual, Appendix D (Figure D.1)
- Traffic Counts
- ICE waiver

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Attachment 'A'

Exclusions:

- Traffic capacity and operational analysis to show interaction of pedestrians with vehicular traffic.
- Traffic diagrams are not required.

Environmental

AECOM will conduct Resource Identification for Ecology, Archaeology and History within the Environmental Survey Boundary (ESB). AECOM will use existing data from the SR 400 project as much as possible.

Assumptions:

- Phase I Archaeology Survey of the ESB.
- Historic Resources Survey for properties built in 1975 or earlier within the ESB.
- Ecology field survey will validate previously identified waters and identify any additional Waters of the United States (US) and protected species of concern (federal and state listed).

Tasks:

- AECOM will prepare a Phase I Archaeology Survey Report.
- AECOM will prepare a Historic Resources Survey Report.
- AECOM will prepare an Ecology Aquatic Resources Delineation Request (ARDR) and an Ecology Resource Survey Report (ERSR) and Protected Species Survey Report (if needed).
- AECOM will prepare statements for the Environmental and Permits section of the concept report.
- AECOM will prepare a Need, Purpose, and Logical Termini (NELT) Report.
- AECOM will prepare a Class of Action Memo to confirm use of a Categorical Exclusion (CE) with FHWA.
- AECOM will develop a concept level Section 404 mitigation estimate to support the concept report.

Exclusions:

Services not included in the proposed scope during this phase:

- Does not include Assessment of Effects Reports or NEPA document

Public Outreach

AECOM will support early engagement during two (2) City Council meetings, and one (1) in-person public meeting/PIOH. AECOM proposes that the public meeting be held once a potential concept is identified. This will allow the public to weigh in early in the process and potentially inform on elements of the project's design. Once a preferred alternative is selected, AECOM will support GDOT's online public comment tool to receive additional public input and will prepare and conduct a PIOH at City Hall. The PIOH format will follow GDOT guidelines including public notice, the kickoff meeting, preparation worksheet, dry-run meeting, and response letter.

Geotechnical – Phase I ESA

A Phase I ESA/UST Investigation and Report will be conducted per GDOT guidelines.

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Attachment 'A'

Survey
Topographical and property survey will be conducted. It will build on the survey previously conducted for the SR400 Managed Lanes Project. The survey boundary is as shown on the project limits layout included earlier in this Attachment 'A'. The tree scope will be per the below Alpharetta guidelines provided in a 1/24/2023 email and further clarified in a 2/2/2023 email.

a. Naturally wooded areas
    1. Specimen trees, 8" dbh and larger, within the survey limits
    2. Trees, 20" dbh and larger, within 30 feet of the survey limits
b. Developed landscape areas – all shrubs and trees, regardless of size
c. Mention if a tree forks below breast height and measure the narrowest point below the fork

Staking of the concept centerline is included to facilitate walking the alignment with the City prior to approval of the Concept. The survey will generally follow GDOT standards (other than the tree scope) although GDOT approval of the Database will not be required since this is a local-let project outside of GDOT Right of Way. OpenRoads software will be utilized for the survey files. SUE is excluded.

Deliverables:
1 – Approved GDOT Limited Scope Concept Report
1 – Concept Layouts
1 – Concept Construction & Utility Estimates
1 – Concept Typical Sections
1 – Concept level MS4/stormwater analysis based on City standards
1 – Traffic Counts
1 – Traffic Forecast in Tabular Format
1 – GDOT Intersection Control Evaluation (ICE) Waiver
1 – Historic Resources Survey Report (HRSR)
1 – Phase I Archaeology Survey Report (ARSR)
1 – Ecology Aquatic Resources Delineation Request (ARDR)
1 – Ecology Resource Survey Report (ERSR)
1 – Protected Species Survey Report (if needed)
1 – Need, Purpose, and Logical Termini (NELT) Report
1 – CE Class of Action Memo
1 – Public Meeting Materials including:
- Draft of official Public Meeting Notice
- Draft and design of public meeting roadside signage and proposed locations
- Project Fact Sheet
- Up to two (2) proposed design displays for use as public outreach tools (e.g., typical sections, aerials, etc.) or general project displays
- Public Comment Card
- Content for public-facing website

1 – Comment Response Letter, one round of edits
2 – Architectural Renderings

Optional client-authorized contingency items

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Attachment 'A'

Meetings:
1 – Kickoff Meeting
17 – Monthly Meetings
1 – Public Meeting
2 – City Council Meetings
1 – Concept Team Meeting
1 – Final Review Meeting with City Team
1 – Site visit to walk the centerline of the trail alignment with City Staff.
6 – Miscellaneous Meetings (as needed)

Assumptions/Exclusions:
- Preliminary or other design efforts beyond concept is excluded.
- SUE scope is excluded.
- Geotechnical scope (such as Soil Survey and Pavement Evaluation) is excluded from this initial Concept Phase.
- The City's Post-Construction Stormwater Policy will apply throughout the majority of the project.
- Construction documentation is excluded.
- ROW appraisals and or acquisition services are excluded.
- Construction oversight or administration is excluded.
- Preparation of bid documents is excluded.
- Permitting efforts are excluded in this initial Concept Phase.
- Assume in-person PIOH at City Hall + virtual site hosted by GDOT.
- City will place PIOH advertisements in newspaper.
- AECOM does not need to provide court reporter or interpreters, social media posts, press releases, or yard signs (including design).
- City maintains stakeholder list and conducts all outreach to adjacent property owners and stakeholder groups if needed.
- Irrigation design is excluded.
- Monument design is excluded.
- Project to be let by City of Alpharetta with GDOT PDP/oversight.
- Project not anticipated to receive full federal oversight.
- A grade-separated crossing of Haynes Bridge Road is excluded from this project.
- Environmental Tech Studies are excluded from the TO #1 scope.
- Full GDOT traffic analysis with diagrams and full ICE is excluded although an ICE waiver is included.

Attachment 'B'

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
PI No.: 0019211
Prime: AECOM
Date: 27-Jan-2023

Project: North Point Alpha Link Trail
County: Fulton
Contract Type: Lump Sum
Fixed Fee %: 10%

Master Contract: TBD
Contract Expiration: TBD
Purchase Order No: TO #1

Orange indicates client-authorized contingency amounts.

Include a column for each discipline tab included in the proposal. Ensure formulas link to the corresponding discipline tab.

Cost Summary
By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Phase	Phase Description	Total Fee	0	AECOM	AECOM	AECOM	AECOM	AECOM	AECOM	Settimio	0	0	NOVA Engineering & Environmental	AECOM	AECOM	
		Enter discipline provided by firm >>		Roadway/Trail Design	MS4	Bridge Design & Hydraulics	Traffic Operations	Environmental	Public Involvement	Survey			Geotech - Phase I ESA/UST	Lighting	Landscape Architecture	
	Totals	$ 450,827.36	$ -	$ 98,574.24	$ 11,185.06	$ 17,060.33	$ 9,189.27	$ 123,416.04	$ 14,446.35	$ 130,451.65	$ -	$ -	$ 18,703.68	$ 1,861.02	$ 25,939.72	$ -
1	Concept Development	$ 292,932.28	$ -	$ 89,834.49	$ 11,185.06	$ 17,060.33	$ 9,189.27	$ 123,416.04	$ 14,446.35	$ -	$ -	$ -	$ -	$ 1,861.02	$ 25,939.72	
2	Database Preparation	$ 130,451.65	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 130,451.65	$ -	$ -	$ -	$ -	$ -	
3	Environmental Document	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
4	Preliminary Plans	$ 18,703.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,703.68	$ -	$ -	
5	Right of Way Plans	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6	Final Plans	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7	Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8	Special Studies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9	Public Involvement	$ 8,739.75	$ -	$ 8,739.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Fixed Fee	$ 28,375.31	$ -	$ 8,897.43	$ 1,016.82	$ 1,550.94	$ 644.48	$ 10,897.66	$ 1,204.21	$ -	$ -	$ -	$ 1,636.43	$ 169.18	$ 2,358.16	
		Tab Name>>	PM1	Rd1	DS1	Br1	Trf1	Env1	Env2	Srv1	Map1	SUE1	OMT1	Lt1	LA1	
	DBE (Yes or No)			No	No	No	No	No	No	Yes			No	No	No	
	DBE Participation	$ 130,451.65	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 130,451.65	$ -	$ -	$ -	$ -	$ -	$ -
	DBE %	28.9%								28.9%						
	Contract DBE Goal %	0.0%														

Hours Summary
By Phase / Firm

Phase	Phase Description	Total Hours	0	AECOM	AECOM	AECOM	AECOM	AECOM	AECOM	Settimio	0	0	NOVA Engineering & Environmental	AECOM	AECOM	
				Roadway/Trail Design	MS4	Bridge Design & Hydraulics	Traffic Operations	Environmental	Public Involvement	Survey			Geotech - Phase I ESA/UST	Lighting	Landscape Architecture	
	Totals	3,486	-	802	90	116	57	993	100	990	-	-	138	16	184	-
1	Concept Development	2,298	-	742	90	116	57	993	100	-	-	-	-	16	184	
2	Database Preparation	990	-	-	-	-	-	-	-	990	-	-	-	-	-	
3	Environmental Document	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Preliminary Plans	138	-	-	-	-	-	-	-	-	-	-	138	-	-	
5	Right of Way Plans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Final Plans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8	Special Studies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
9	Public Involvement	60	-	60	-	-	-	-	-	-	-	-	-	-	-	

EXHIBIT "D"

CONTRACTOR AFFIDAVIT AND AGREEMENT

City of Alpharetta, GA | Procurement Required Document | Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify)

THE CITY OF ALPHARETTA GEORGIA

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.

411650
Federal Work Authorization User Identification Number

06/29/2022
Date of Authorization

AECOM Technical Services, Inc.
Name of Contractor

Design Services: North Point Alpha Link Trail, GDOT PI #0019211
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date 10/12/2022 in Atlanta (city), GA (state).

Signature of Authorized Officer or Agent

Garrick L. Edwards, Vice President/Authorized Signatory
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12 DAY OF October, 2022.

ROBIN W OVERSTREET NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 28, 2025

NOTARY PUBLIC

My Commission Expires: 02/28/2025

Page 1 of 1

EXHIBIT "E"

SUBCONTRACTOR 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 _____, ____, 20___ 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

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: February 20, 2023

AGENDA ITEM:

Union Hill Park - Vendor Approval for Covered Arena Electrical Upgrades
Consideration of approval to utilize Meer Electrical Contractors, Inc. under the City's approved on-call services contract (#20-121) for electrical repairs and upgrades to the covered arena at Union Hill Park.

STAFF RECOMMENDATION:

Approve, as presented, the estimated submitted by Meer Electrical Contractors, Inc. under the City's approved on-call services contract (#20-121) for electrical repairs and upgrades to the covered area at Union Hill Park for an amount totaling $86,087.88 and authorize the mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $86,087.88
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Union Hill Park Series 2022 Bond 31861150 541500 / C2216	$86,087.88

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

BACKGROUND:
Through a rigorous selection process, the City Council agreed to nine high priority park projects to be included in the Series 2022 Park Bonds. One of the nine projects included the renovation of Union Hill Park. The project would include reformation of the park as a recreational and gathering space that better meets the needs of current and future Alpharetta residents, including trails, expanded Greenway connectivity, and other amenities.

One main feature of Union Hill Park is the covered area. This area has been repurposed in recent years to serve as a multipurpose venue for concerts, summer camps, and group outings and is proving successful in this rebranding. In fact, some would argue that the venue is the best, acoustically, for the Home by Dark Concert Series now being produced in the arena.

One facet of the Union Hill Park Series 2022 Park Bond project involves electrical repairs and upgrades to the covered arena to further enhance the space and support the arena as a multipurpose venue. More specifically, the electrical repairs and upgrades would include replacing broken fixtures, upgrading the fixtures to more efficient LED lighting, repairing and adding power outlets, improving air circulation by replacing the existing exhaust fans with area ceiling fans, and updating the electrical panels to accommodate a more robust and broad variety of activities.

CURRENT PROJECT STATUS:
With bond funding secured to complete the electrical repairs and upgrades of the park's covered arena, staff

researched the best path forward for implementing the renovations. Working with the Finance Department, staff reviewed the City's existing on-call services contract with Meer Electrical Contractors, Inc. (attached hereto as Exhibit "A") and determined that the scope of work for these repairs and enhancements were included within the services provided under the contract. Subsequently, staff requested an estimate of the work to be performed by Meer Electrical Contractors, Inc. (attached hereto as Exhibit "B"). The total cost for the project is estimated at $86,087.88.

RECOMMENDATION:
The opportunity to award the project to Meer Electrical Contractors, Inc. through the City's existing on-call services contract with the vendor is a great benefit to the City as Meer Electrical Contractors, Inc. has proven to not only be the most competitive vendor with prior solicited City projects but has also been both proficient and effective in delivering their services.

Should the Mayor and Council accept and approve the estimate provided by Meer Electrical Contractors, Inc. for the Union Hill Park electrical upgrades, the approximate timeline for completion of the project will be 30 days after the scheduled work begins.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Deny approval of the use of the recommended vendor under the City's on-call services contract and direct Staff to undertake a formal RFP process to solicit bids from qualified companies for provision of electrical upgrades to the covered arena at Union Hill Park.

ATTACHMENTS:

1.	Exhibit A - Meer Electric Active On-call Electrical Services Contract
2.	Exhibit B - UHP Covered Area Electrical Repair & Upgrade Estimate

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective the upon July 1, 2020, by and between Meer Electrical Contractors, Inc., a Georgia corporation with its principal office located at 405 Tidwell Drive, Alpharetta, GA 30004 (the "Contractor") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated March 19, 2020 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated April 16 2020 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of 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.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP specifications and by task order (the "Work") and, in general, include the following: ON-CALL ELECTRICAL SERVICES FOR CITY PARKS includes, but is not limited to labor, materials, and equipment to:

   replace light bulbs and any other electrical components for park lights on ball fields, parking lots, tennis courts, swimming pool area – including lighting in the pool, building security lights, gym and gymnastic center, lighting within park water features; provide and install new lighting fixtures and poles; replace existing poles with new poles; replace existing light fixtures with new LED fixtures.

3. Contract Prices. As finally awarded by the City, the City shall pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.

4. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

   Invoices shall be submitted to:

   City of Alpharetta
   Recreation, Parks & Cultural Services Department
   2 Park Plaza
   Alpharetta, GA 30009
   Attn: Kurt Kirby

   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. 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 Work; Time for Performance.

   (a) Commencement of Work. The Contractor shall not proceed to perform the Work until on or after July 1, 2020, and as requested by task order.

   (b) Time for Performance. Contractor's time for performance of each portion of the Work shall be set forth in the subject task order. When not set forth in the task order, Contractor shall provide arboricultural services no later than one (1) day following receipt of the task order requesting same. Emergency services shall be commenced within one (1) hour of the request for same.

   (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Term. The Contract is for a term of **Five years,** (60) months commencing **July 1, 2020**, and terminating **June 30, 2025**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

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 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

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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), 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

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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 any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation 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. Subcontractors and Contractor Personnel.

(a) 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.

(b) Subcontractor Requirements. 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.

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

(i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

(ii) Disciplinary reasons;

(iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

(iv) At the request of the member of Key Staff.

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

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Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

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

12. 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 any other provision(s) of this Contract to the contrary, no employee 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).

13. 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.

14. 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.

15. 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:

Meer Electrical Contractors, Inc., dba Meer Electric
405 Tidwell Drive
Alpharetta, GA 30004
Attn: Judy Meer, Secretary/Treasurer

(b) If to the City, at the following address:

City of Alpharetta
Recreation, Parks and Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers, Director

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(c) With a copy to:

C. Sam Thomas
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338-2680

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. Confidential Information.

(a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

i. The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

iv. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

(b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary*

Data) hereof, as between the parties, any data supplied to or created by the Contractor shall be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

(c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

(d) Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

(e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

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

(a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 shall mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.

(b) Rights in Data. As between the parties, all Proprietary Data shall be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City shall have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.

(c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.

(d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of

confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information shall be limited to its employees having a need to know. City shall continue to maintain appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

(e) Limitation. Except as otherwise provided for herein, nothing in this Contract shall be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

19. 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?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

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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.

20. 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

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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 and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term

commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(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.

Executed 6/11/2020

CITY OF ALPHARETTA, GEORGIA

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

Jim Gilvin, Mayor

Approved as to Content:

DocuSigned by: Morgan Rodgers 729B62B101EC4CC...

Morgan Rodgers,
Director of Recreation, Parks & Cultural Services

Approved as to form and legal sufficiency:

DocuSigned by: Sam Thomas 45E7D1BEB43B492...

C. Sam Thomas, City Attorney

MEER ELECTRICAL CONTRACTORS, INC.

By: DocuSigned by: Judy Meer 6AA3E256FDF44B3...

Judy Meer, Secretary/Treasurer

DocuSign Envelope ID: 3D1C3516-37B8-421A-BCC8-163949BC793E

Exhibit "A,"

RFP 20-121 On-Call Electrical Services for Parks
Electrical Contractor Rate Sheet

Offeror Name: Meer Electrical Contractors, Inc., dba Meer Electric

Pole Height	20 foot	30 foot	40 foot	50 foot	60 foot	70 foot	80 foot	90 foot	100 foot	Indoors 25 feet
Labor										
1 Person	88	88	88	88	88	88	88	88	88	88
2 People	108	108	108	108	108	108	108	108	108	108
3 People	196	196	196	196	196	196	196	196	196	196
4 People	216	216	216	216	216	216	216	216	216	216
Lift Rental per day	0 (owned euip)	0 (owned euip)	0 (owned euip)	0 (owned euip)	0 (owned euip)	1748	1748	2730	2730	0 (owned euip)
Mark up cost or %:						20	20	20	20	

Underwater Light Labor

One Hour	Two Hours	3 Hours	4 Hours	5 Hours
108	216	324	432	540

Equipment Rental Mark Up Perentage (No mark up on taxes)	20.00%
Parts/Material Mark Up Percentage (No Mark up on taxes)	75.00%

	Standard Hours	**Standard Hours**	**Overtime Hours**	**Overtime Hours**
	M-F6:00AM - 6:00PM	M-F6:00AM - 6:00PM	M-F 6:01PM - 5:59AM	M-F 6:01PM - 5:59AM
			Sat, Sun, Holiday	Sat, Sun, Holiday
	Certified Electrician	Assitant/Helper	Certified Electrician	Assitant/Helper
Hourly Rates for items not notes above:	88	20	88	20

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 20-121

RFP Title: On-Call Electrical Services for Parks

RFP SCOPE OF WORK

1. Authority to Issue This RFP

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 proposals or any bid or proposal that is non-responsive or not responsible, and to waive technicalities and inconsequential discrepancies to award a contract that is in the best interest of the City.

2. RFP Period of Non-communication and Single Point of Contact

Interested persons, their employees, representatives, agents, and attorneys shall not contact the City's elected officials or City staff during the procurement process and evaluation phase for this RFP.

Debora Westbrook is the Procurement Agent and Single Point of Contact; the only contact representing the City for this RFP. 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. Project Details section at https://cityofalpharetta.bonfirehub.com/ for this procurement contains all important dates related to this RFP.
2. All Questions or Requests for Information must be sent before the Questions Due Date via the Bonfire procurement page for this project under ✉Message – Opportunity Q&A at https://cityofalpharetta.bonfirehub.com/. Clearly reference the section that is applicable to the question.
3. Any addenda or other important information related to a procurement will be posted on the Bonfire website at https://cityofalpharetta.bonfirehub.com/
    a. Answers to questions, other than simple clarification responses, will be answered in the form of an addendum.
    b. Any changes to the project information or the posted schedule will only be made by City issued addendum.
4. Before submitting a response to this procurement, it is the responsibility of the Offeror to check the Bonfire portal for any addenda or other communications related to this procurement.

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City of Alpharetta is requesting technical proposals from licensed, qualified electrical companies/contractors to provide on-call electrical services on a task-order basis for Recreation and Parks locations. This includes, but may not be limited to, numerous parks with ball field and tennis court lighting, parking lot lighting, gathering areas, and athletic facilities with outdoor and indoor recreation areas. These areas require various electrical tasks. Specific requirements vary for each facility or park. The purpose of this RFP is to award a contract that guarantees rates and response times for the City. All work is within the City of Alpharetta.

The City of Alpharetta desires to retain one electrical contractor to provide the electrical services on a task order basis. However, the City reserves the right to divide the contract between two or more contractors if advantageous to the City.

No baseline amount of work is guaranteed with this contract. The City expects the selected firms to provide resources as needed to complete assignments in a timely manner.

2. Scope of Work

a) ON-CALL ELECTRICAL SERVICES FOR CITY PARKS includes, but is not limited to labor, materials, and equipment to:

   i. replace light bulbs and any other electrical component for park lights on ball fields, parking lots, tennis courts, swimming pool area – including lighting in the pool, building security lights, gym and gymnastic center, lighting within park water features.

   ii. provide and install new lighting fixtures and poles.

   iii. replace existing poles with new poles.

   iv. replace existing light fixtures with new LED fixtures.

b) In the performance of a task under this contract, ground surface protection (e.g. plywood) shall be used on all athletic/recreational fields and surrounding concrete where Lift/Truck or other heavy equipment is required.

c) The electrical contractor shall be liable for any damages to grounds or facilities.

d) For security purposes:

   i. when working at any City property, park, or facility, all electrical contractor employees and/or subcontractors shall wear company uniforms displaying the company name while performing any work or service for the City.

   ii. All electrical services contractor employees must undergo a background check. This background check will be performed by the City through the Police Department.

e) Types of lighting currently in use includes, but may not be limited to the following:

   i. T-12 and T8 fluorescent, various sizes,

   ii. metal halide / high pressure sodium fixtures / mercury vapor,

   iii. LEDs – various wattage,

iv. underwater lighting in swimming pools and water features,

v. some lighting may be 277 volts.

f) The electrical contractor shall be licensed to do the work as requested in this RFP. The contractor shall implement electrical services as directed by the City that meet building and electrical codes, standards, and general industry practices.

g) Depending on the task, obtaining the proper permits before completing the work may also be involved.

h) Awarded electrical services contractor must provide a written quote to the City for any task order for new or replacement installation of poles and/or fixtures totaling to $2,500 or more.

i) Awarded electrical services contractor shall begin work of non-emergency tasks within one day (24 hours) or less after receiving notification of the task. The work shall be done at a time that is convenient to the City.

j) If an emergency exists that poses a threat or danger to public health, safety, welfare, loss of public or private property, or interruption in the delivery of essential governmental services, the director of Recreation, Parks and Cultural Services (or his designee) may request work to be started within two (2) hours of notification to the awarded electrical contractor.

k) The electrical services contractor is expected to maintain resources to complete assigned tasks. Resources may include, but are not limited to:

i. labor such as support subcontractors.

ii. lift - typical lift specifications required to access most building lights are as follows: weight = 700 pounds; width = 32 inches.

iii. equipment to reach ballfield, parking lot and tennis court lights. These light poles vary in height from 20 feet to 100 feet.

iv. Additionally, the electrical contractor shall coordinate with on-city personnel as required to complete tasks (e.g. utility contractors).

v. required insurance coverage that names the City of Alpharetta as additionally insured. (See Information and Contract document for this RFP for detail of Insurance Requirements.)

l) Site Visits: As each location varies, it is recommended for any contractor interested in submitting a proposal to the City to visit each site. This will allow the opportunity to view facility and athletic/recreational field access in order to determine Lift/Truck equipment or other equipment needs for each location.

Any contractor wishing to tour indoor facilities, such as gymnasiums, etc., should first contact Debora Westbrook at purchasing@alpharetta.ga.us to schedule a tour. These facilities are often used for classes and events. An unscheduled tour will not be accommodated.

m) A detail listing of current Recreation and Parks locations is included on the next page. These locations, along with any additional park properties that may be added in the future, are included in the resulting contract.

Park / Building Name	Address	Notes
Alpharetta Art Center	238 Canton Street	
Alpharetta Community Center	175 Roswell Street	
Brook Street Park and City Center Grounds	2 Park Plaza	
Canton/Old Canton Pocket Park	52 Old Canton Street	
Cogburn Park	12825 Cogburn Road	
Crabapple Government Center	12624 Broadwell Road	
Encore Park	2225 Encore Parkway	
Haynes Bridge Park	10701 Haynes Bridge Road	
Maddox Park	174 South Main Street	
Mansell House	1835 Old Milton Parkway	
Marconi Park	4900 Marconi Drive	address of business next to parking lot
Maxwell Park	9305 Westside Parkway	
Mayfield Road Property	1470, 1480, 1490 Mayfield Road	
Mid Broadwell Park	1480 & 1490 Mid Broadwell Road	
Milton Avenue Park (Log Cabin)	210 Milton Avenue	
Milton Center	175 Milton Avenue	
North Park & Adult Activity Center	13450 Cogburn Road	
North Point Park (Greenway)	6698 North Point Parkway	
Old Rucker Park and Farm	850 & 860 Old Rucker Road	
Ole Milton Park	1 North Main Street	
Preston Ridge Park	3657 Preston Ridge Road	YMCA at the Greenway
Rock Mill Park	3100 Kimball Bridge Road	
Roswell/Old Roswell	37 Roswell Street	
Silos Park	12375 Crabapple Road	
Union Hill Park	1590 Little Pine Trail	
Village Green	2 Park Plaza	at Main St., in front of City Hall
Webb bridge Park	4780 Webb Bridge Road	
Westside Fitness Park	5150 Westside Parkway	
Wills Park	11925 Wills Road	includes Admin Office, Ball Fields, Pool, Rec Center, Tennis Courts
Wills Park Equestrian Center	11915 Wills Road	
Windward Community Park	6435 Windward Parkway	

Meer Electric

405 Tidwell Dr. ● Alpharetta, Georgia 30004 ● 770-993-8028

Alpharetta Parks
Attn: Nate
Union Hill Park
Covered Building Rehab

ESTIMATE SHEET

1/20/2023

DESCRIPTION	UNITS	MATERIAL	LABOR	COST EACH	COST TOTAL
Install 20 amp outlet on columns	22	$ 489.37	$ 837.00	$ 1,326.37	$ 29,180.14
Install LED high bay fixtures	60	$ 253.61	$ 189.00	$ 442.61	$ 26,556.60
Install "Big Ass Fan"	2	$ 7,043.43	$ 1,512.00	$ 8,555.43	$ 17,110.86
Install dimmers for LED fixtures	10	$ 436.89	$ 405.00	$ 841.89	$ 8,418.88
Replace 400 amp panel with new	1	$ 2,877.40	$ 1,944.00	$ 4,821.40	$ 4,821.40
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -
				JOB TOTAL	$ 86,087.88

AUTHORIZED SIGNATURE: _____Peter Meer_____

CUSTOMER ACCEPTANCE: _____

"Service is our most important product."

STAFF REPORT

Department: Legal
Submitted By: Melissa Tracy
Meeting Date: February 20, 2023

AGENDA ITEM:

Settlement Opt-in: National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart
Presentation and Discussion and consideration of the settlement opt-in for National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

STAFF RECOMMENDATION:

This item is for discussion purposes only. No formal action is requested or will be taken on this item.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

1.	Executive Summary of National Opioid Settlements
2.	National Opioids Settlements FAQs
3.	National Opioid Settlement - Teva Allergan CVS Walgreens Walmart

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen ("Distributors")—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These "2021 National Settlements" have been finalized, and payments have already begun. In all, the Distributors will pay up to $21 billion over 18 years, and J&J will pay up to an additional $5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to "opt in." The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to $3.34 billion over 13 years and to provide either $1.2 billion of its generic version of the drug Narcan over 10 years or $240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to $2.02 billion over 7 years;
- CVS to pay up to $4.90 billion over 10 years;
- Walgreens to pay up to $5.52 billion over 15 years; and
- Walmart to pay up to $2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys' fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;

- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;

- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and

- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news**.

Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS
[*Subject to ongoing corrections and updates*]
[*Executed Agreements Control*]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements ("2021 National Settlement(s)"; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: https://nationalopioidsettlement.com/distributor-janssen-faq/). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements ("2022 National Settlement(s)").[1] They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are "opt in" settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

[1] The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the "Released Entities."

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: https://www.tribalopioidsettlements.com/.

Each 2022 National Settlement has the same basic "two-phase" structure:

Phase I – Eligible States: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories[2] are treated as "states.") Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**
  - All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
  - Nevada has chosen not to participate.

- **Allergan Settlement:**
  - All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
  - Nevada has chosen not to participate.

- **Walmart Settlement:**
  - All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**
  - All states are eligible, **except** Florida.
  - Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

[2] American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**
  - All states are eligible, **except** Florida, New Mexico, and West Virginia.
  - Maryland and Nevada have chosen not to participate.

Phase II – Eligible Subdivisions: Within settling states only, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. "Special Districts" are treated as "Subdivisions" under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term "Subdivision" in these FAQs incudes eligible "Special Districts."

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state's participation status with respect to each of the 2022 National Settlements is available here: https://nationalopioidsettlement.com/state-participation-status/.

5. How Many States Are Participating? Has "Critical Mass" Been Reached at the State Level?

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more "critical mass" phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the "Enforcement Committee," as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the "State Participation Threshold" was achieved (i.e., at least 45 of the 50 "Threshold States" joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state's participation status with respect to each of the 2022 National Settlements is available here: https://nationalopioidsettlement.com/state-participation-status/.

6. What Steps Are Needed for a Subdivision to Opt In?

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an "Initial Participating Subdivision" in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state's consent judgment is filed for purposes limited to that court's role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs' Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here: https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.

3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in Chart A. These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an "Initial Participating Subdivision" in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.[3] The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	Initial deadline for subdivisions to participate in settlement	Deadline for states to determine whether to proceed	Deadline for settling Defendants to determine whether to proceed (Reference Date[4])
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

[3] Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following "Subdivision Participation Thresholds" for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

[4] In the Teva, Allergan, Walgreens, and CVS Settlements, the "Reference Date" refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the "Subdivision Participation Thresholds" are based on objective criteria, and there is thus no such "Reference Date.")

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the "Enforcement Committee" representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and

incentive payments. **Assuming maximum participation** by eligible states and subdivisions, Chart B below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

Chart B

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	$1,325,488,100 (45% of the Net Abatement Amount of $2,945,529,111)	$1,620,041,011 (55% of the Net Abatement Amount of $2,945,529,111)	$2,945,529,111	• Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment ($240,000,000)[5] • Additional Restitution Amount ($28,669,762) • Global Settlement Attorney Fee Amount of ($366,335,847.76)	$3,580,534,720.76
Allergan	$809,634,037.95 (45% of the Net Abatement Amount of $1,799,186,751)	$989,552,713.05 (55% of the Net Abatement Amount of $1,799,186,751)	$1,799,186,751	• Additional Restitution Amount ($16,192,680.76) • Global Settlement Attorney Fee Amount ($206,906,476.36)	$2,022,285,908.12
Walmart	$909,641,765.08 (38% of Global Settlement Remediation Amount of $2,393,794,118.64).	$1,484,152,353.56 (62% of Global Settlement Remediation Amount of $2,393,794,118.64).	$2,393,794,118.64	• Subdivision Attorneys' Fees, Expenses and Costs ($297,720,376.93) • State Outside Counsel Fee Fund ($16,006,471.88) • State Cost Fund ($16,006,471.88)	$2,739,533,911.20

[5] Under the Teva Settlement, Teva will offer up to $1.2 billion of Teva's generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the $1.2 billion wholesale acquisition cost "in lieu of product."

				• Additional Remediation ($16,006,471.88)	
Walgreens	$1,963,147,836 (41% of the Adjusted State Remediation Payment of $4,788,165,456)	$2,825,017,620 (59% of the Adjusted State Remediation Payment of $4,788,165,456)	$4,788,165,456	• Private Attorneys Fees ($638,600,000) • State AG Fees and Costs ($63,842,206) • Additional Remediation Amount ($31,921,103)	$5,522,528,766
CVS	$1,626,081,118 (38% of Maximum Remediation Payment of $4,279,160,837)	$2,653,079,719 (62% of Maximum Remediation Payment of $4,279,160,837)	$4,279,160,837	• Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs ($539,457,124) • State Outside Counsel Fee Fund ($28,527,739) State Cost Fund ($28,527,739) and Additional Remediation Amount ($28,527,739)	$4,904,201,178

11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?

As illustrated in Chart B above, approximately $6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. How Much Can a State Receive in Incentive Payments?

Under the 2022 National Settlements, approximately $9.57 billion in abatement funds would be earmarked for "Incentive Payments" Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. How Do Incentive Payments Work?[6]

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

> **Incentive A:** Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.
>
> **Incentive B:** Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.
>
> **Incentive C:** Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

[6] Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the "Preliminary Agreement Date."

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state's litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state's litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state's litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. How Will Settlement Proceeds Be Used?

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on "Opioid Remediation" and "future Opioid Remediation," respectively. The 2022 National Settlements effectively define "Opioid Remediation" as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.[7]

Chart D

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; *provided, however*, that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

16. How Will the State-Level Allocations Be Made?

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

[7] If settlement proceeds are used for something other than "Opioid Remediation," then the amounts and uses (including any use to pay attorneys' fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. <u>How Will Settlement Funds Be Allocated Within a State?</u>

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.[8] There are several important points to observe with respect to three sub-funds:

[8] Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund[9]). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.[10]

- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.[11]

- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.

- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state's Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

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[9] As a default, amounts apportioned to a state's Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

[10] Allocation agreements/statutes have already been reached or enacted in several states.

[11] Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately $2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within Chart B in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website: https://nationalopioidsettlement.com/

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

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New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Alpharetta city, GA
Reference Number: CL-383836

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Christine Hom at the Georgia Attorney General's Office at (404) 458-3867 or chom@law.ga.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

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7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

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8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

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11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Alpharetta city	State: GA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

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I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____