



CITY COUNCIL MEETING & PUBLIC HEARING MARCH 20, 2023

ALPHARETTA CITY HALL
FIRST FLOOR – COMMUNITY ROOM
2 PARK PLAZA

6:30 PM or at the time when the City Council Work Session is adjourned.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE TO THE FLAG**

4. **CONSENT AGENDA**

A. Council Meeting Minutes (Meeting of 3/6/2023)

Consideration of approval of the City Council meeting minutes from the meeting of March 6, 2023.

B. Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-04 Fairway Social Alpharetta LLC, d/b/a Fairway Social

240 South Main Street, Suite O, Alpharetta, GA 30009

Change in Business Owner

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Fairway Social Alpharetta LLC

Registered Agent: Michael Sard

2. PH-23-AB-05 Delbar Old Milton LLC

4120 Old Milton Parkway, Alpharetta, GA 30005

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Delbar Old Milton LLC

Registered Agent: Fares Kargar

C. Conflict Waiver: City of Alpharetta and the City of Milton

Consideration of approval of a Conflict Waiver between the City of Alpharetta and the City of Milton for legal services by Jarrard and Davis and to authorize the Mayor to execute all necessary documents.

D. Financial Management Report (Month Ending January 31, 2023)

Approval of the Financial Management Report for the month ending January 31, 2023.

5. **PUBLIC HEARING**

A. CLUP-23-01/Z-23-05/V-23-02 133 Cumming Street

Consideration of a comprehensive land use plan amendment, rezoning and variance to allow for the subdivision of a 1.76 acre property into 2 'For-Sale' single-family detached lots. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Downtown Residential Density' and a rezoning is requested from R-15 (Dwelling, 'For-Sale', Residential) to DT-R (Downtown Residential). Variances are requested to reduce stream buffers and reduce a rear building setback. The property is located at 133 Cumming Street and is legally described as being located in Land Lots 1253 & 1254, 2nd District, 2nd Section, Fulton County, Georgia.

B. CLUP-22-05 / Z-22-15 / CU-22-12 / V-22-29 Story Book Builders / 31 & 51 Thompson Street

Consideration of a comprehensive land use plan amendment, rezoning, conditional use and variances to allow for the construction of 19 'For-Sale' single-family detached homes on 2.23 acres in the Downtown. A comprehensive land use plan amendment is requested from 'Commercial' to 'Mixed Use Live Work' and a rezoning is requested from C-2 (General Commercial) and DT-LW (Downtown Live-Work) to DT-LW. A conditional use is requested to increase density above 8 dwelling units per acre and variances are requested to eliminate interparcel connectivity and reduce the planter strip along Thompson Street. The property is located at 31 and 51 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

C. V-23-08 Off Leash – Waiting Period Variance

Consideration of a variance to reduce the waiting period for City Council consideration of a public hearing request on the same property from twelve (12) to six (6) months. The property is located at 142 South Main Street and 125 Norcross Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

D. PH-23-05 Off Leash – Change of Conditions

Consideration of a request to change previous conditions of zoning to allow for the re-use of an existing building. The property is located at 142 South Main Street and 125 Norcross Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

6. OLD BUSINESS

A. CU-22-10 / Foamworks Alpharetta / 11725 Cotton Creek Entry

The public hearing for this item was held during the February 20, 2023 City Council Meeting and Public Hearing but neither an approval or denial could be reached by a majority of the Council Members present.

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.

7. NEW BUSINESS

A. Invitation to Bid # 23-005: FY 2023 City Center Tree Well Repair

Consideration of approval of the award of ITB # 23-005 for FY 2023 City Center Tree Well Repair to Tri Scapes, Inc. in an amount not to exceed \$175,000.00 and to authorize the Mayor to execute all necessary documents.

B. Request for Proposals # 23-106: Public Safety Uniforms

Consideration of approval of the award of RFP 23-106 to Galls LLC and T&T Uniforms for fire and police uniforms and duty gear and authorize the Mayor to execute all necessary documents.

C. GEMA and Homeland Security Grant Application for Alpharetta Public Safety Hazmat Unit

Consideration of approval of the Memorandum of Understanding between the City of Alpharetta and the Georgia Emergency Management Agency / Homeland Security, approval and authorization for the Alpharetta Department of Public Safety to submit a grant application for the 2023 State Homeland Security Program for Sub-Grant Funds, and authorize the Mayor to execute all necessary documents.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: March 20, 2023

AGENDA ITEM:

Council Meeting Minutes (Meeting of 3/6/2023)

Consideration of approval of the City Council meeting minutes from the meeting of March 6, 2023.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Meeting minutes from the meeting of March 6, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

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

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: March 20, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-04 Fairway Social Alpharetta LLC, d/b/a Fairway Social

240 South Main Street, Suite O, Alpharetta, GA 30009

Change in Business Owner

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Fairway Social Alpharetta LLC

Registered Agent: Michael Sard

2. PH-23-AB-05 Delbar Old Milton LLC

4120 Old Milton Parkway, Alpharetta, GA 30005

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Delbar Old Milton LLC

Registered Agent: Fares Kargar

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the following alcoholic beverage license applications:

1. PH-23-AB-04 Fairway Social Alpharetta LLC, d/b/a Fairway Social, 240 South Main Street, Suite O, Alpharetta, GA 30009

2. PH-23-AB-05 Delbar Old Milton LLC, 4120 Old Milton Parkway, Alpharetta, GA 30005

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, March 9, 2023 and Tuesday, March 14, 2023. There were no public comments

during the hearings. At the conclusion of the hearings, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:

Do not approve the aforementioned alcoholic beverage licenses.

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 3-9-2023
2. Alcohol License Public Hearing Minutes 3-14-2023



ALCOHOL LICENSE PUBLIC HEARING

MARCH 9, 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, please click on this link: <https://zoom.us>

Zoom Meeting ID: 851 5413 6730

II. CALL TO ORDER

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

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Dana Resnick, Attorney at Sard & Leff LLC representing the applicant
- Sean O'Connell, Vice-President of Development for Fairway Social (CSV JANS)

IV. PUBLIC HEARING

A. PH-23-AB-04 Fairway Social Alpharetta, LLC
d/b/a Fairway Social
240 South Main Street, Suite O
Alpharetta, GA 30009

Change in Business Owner
Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Fairway Social Alpharetta, LLC
Registered Agent: Michael Sard

- Ms. Dana Resnick, of Sard & Leff LLC at 3789 Roswell Road, Atlanta, GA 30342 is representing the applicant and was on the call. Mr. Sean O'Connell, Vice-President of Development for Fairway Social (CSV JANS) and residing at 240 South Main Street, Suite O, Alpharetta, GA 30009, was also on the call.

- Ms. Resnick explained there is an existing license at this location, they are merely doing an internal restructuring of the company. Nothing about the restaurant, employees, or concept are changing.
- Ms. Resnick also stated there have been no violations at this location.
- Ms. Shapiro asked when this ownership change would happen and Ms. Resnick explained it is fluid but will be confirmed once the local license is modified to the change-over.
- Officer Jackson 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, March 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



ALCOHOL LICENSE PUBLIC HEARING MARCH 14, 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, please click on this link: <https://zoom.us>

Zoom Meeting ID: 817 7584 8995

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:06 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Beau Smith, Code Enforcement Officer
- Fares Kargar, Owner, registered agent and applicant for Delbar Old Milton, LLC

IV. PUBLIC HEARING

A. PH-23-AB-05 Delbar Old Milton, LLC
4120 Old Milton Parkway
Alpharetta, GA 30005

Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Delbar Old Milton, LLC
Registered Agent: Fares Kargar

- Mr. Fares Kargar, owner, applicant and registered agent for Delbar Old Milton, LLC and residing at 924 Boudreau Court NE, Atlanta, GA 30328 was on the call.
- Mr. Kargar noted this restaurant will focus on serving Iranian, Lebanese, and Turkish style food for lunch and dinner.
- Mr. Kargar stated this is his first restaurant in Alpharetta.
- Mr. Kargar stated he hopes to open in mid-April. Ms. Shapiro reminded the applicant they are required to open within 6 months of an alcohol license being issued and if for some reason they will not be open within that time frame, to contact her.

- Mr. Kargar stated he used to work at Rumi's in Avalon for 3-4 years. Ms. Shapiro reminded Mr. Kargar to review the City of Alpharetta's alcohol ordinance so he follows the City's laws.
- Mr. Kargar stated he believes he will have approximately 120 employees working at the restaurant. He stated they will undergo a 14-day training orientation, including training classes associated with ADP payroll company, which includes the rules of serving alcohol. He believes 50 employees will be servers and bartenders and will be required to obtain individual pouring permits, including himself.
- Officer Smith reminded Mr. Kargar that even employees in training are required to have their pouring permits.
- 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, March 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 2:15p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: March 20, 2023

AGENDA ITEM:

Conflict Waiver: City of Alpharetta and the City of Milton

Consideration of approval of a Conflict Waiver between the City of Alpharetta and the City of Milton for legal services by Jarrard and Davis and to authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the conflict waiver as presented 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: THERE ARE NO FISCAL IMPACTS RELATED TO THE RECOMMENDED ACTION.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Jarrard and Davis is the counsel of record for both the City of Alpharetta and City of Milton and would represent both parties in conjunction with the Memorandum Of Understanding (MOU) regarding the use and programming of the jointly owned Mayfield Road Park property. Out of an abundance of caution and to ensure the legal viability of that agreement, it is recommended that the parties execute conflict waivers acknowledging and agreeing Jarrard and Davis's representation of the parties.

ALTERNATIVES:

ATTACHMENTS:

1. City of Milton and Alpharetta - Conflict Waiver RE: Mayfield Road Farm

WAIVER OF CONFLICT

WHEREAS, THE CITY OF MILTON, GEORGIA (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

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

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

WHEREAS, Milton and Alpharetta have an interest in preparing an Intergovernmental Agreement with respect to the development and future obligations of the property located at 1470, 1480 and 1490 Mayfield Road (the “Project”); and

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

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

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties’ best interests, in connection with the Project.

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

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP’s disclosure of this

potential conflict.

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

This _____ day of _____, 2023.

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

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Tammy Lowit, City Clerk

[AFFIX SEAL]

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

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Lauren Shapiro, City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Finance

Submitted By:

Meeting Date: March 20, 2023

AGENDA ITEM:

Financial Management Report (Month Ending January 31, 2023)

Approval of the Financial Management Report for the month ending January 31, 2023.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending January 31, 2023 (period 7 of Fiscal Year 2023).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

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

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

ALTERNATIVES:

Do not approve the financial management report for the month ending January 31, 2023 as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1. FY 2023 Financial Management Report (7-January)

Financial Management Reports



**for the month ending
January 31, 2023
(period 7 of 12 – unaudited)**

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

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

Financial Management Reports

Fiscal Year 2023

Table of Contents

Performance Dashboard	1
Transmittal Letter	2
General Fund	6
Revenue Summary and Collection Comparison	7
Expenditure Summary by Department	9
Expenditure Summary by Category	10
Grant and Capital Funds	11
Grant Funds	12
Capital Funds	16
Special Revenue Funds (w/capital projects)	28
Other Reports	31
Payments \$5,000 and Greater	32
PO's between \$5,000 and \$50,000	37
GAAP Financial Statements (Governmental/Enterprise Funds)	38
Alpharetta Development Authority	44
Revenue & Expenditure Report	45
GAAP Financial Statements	47
Republic Services	

Accountability and Performance Dashboards (available online – link below):

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



CITY OF ALPHARETTA

Financial Management Reports

Performance Dashboard

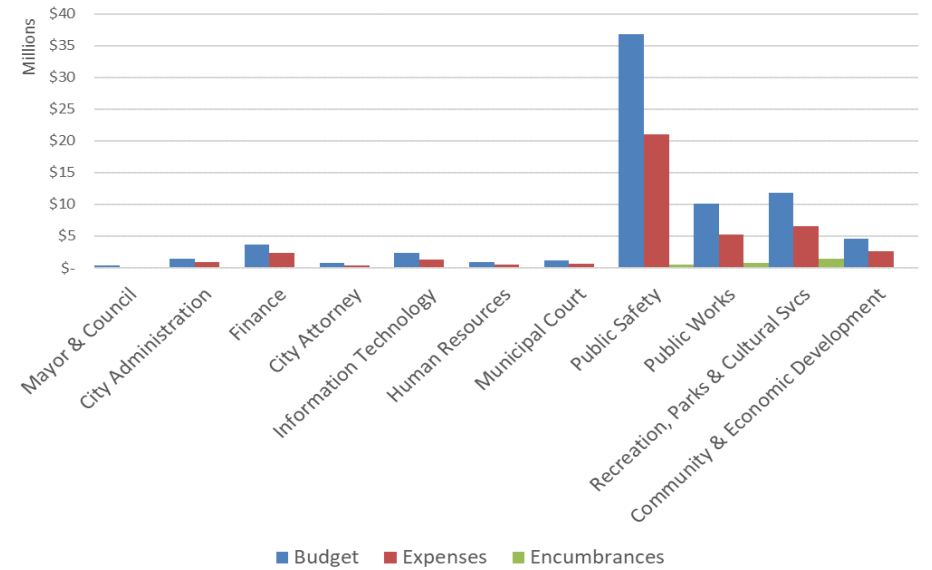
For the month ended January 31, 2023

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

	Performance Status	Forecasted Gain/Loss
Revenues		
Top-10		
Property Taxes (current year)	↑	\$950,000
Local Option Sales Tax	↑	\$2,575,000
Franchise Tax	↔	(\$200,447)
Insurance Premium Tax	↑	\$593,627
Alcohol Beverage Excise Tax	↑	\$325,000
Building Permit Fees	↑	\$150,000
Business and Occupational Tax	↑	\$100,000
Court/Traffic Fines	↑	\$480,500
Recreation/Special Event Fees	↑	\$328,242
Hotel/Motel Tax (City portion)	↑	\$562,500
Other Revenues	↑	\$650,948
Minimum Surplus Goal Needed to Fund Capital: <i>(\$15M Annual Capital Need less \$3M allocated in the budget)</i>		\$12M
Less: Projected Revenue Gain		(\$6.5M)
Less: Projected Expenditure Savings		(\$3.5M)
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$2.0M)

Departmental Budget Snapshot



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$744,857
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$229,254
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$656,421
Impact Fee Fund	↔	↔	\$118,471
Hotel/Motel Fund (1)	↑	↑	\$586,022
Debt Service Fund	↑	↑	\$778,397
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	\$0
Risk Management Fund	↔	↔	\$1,262,211
Medical Insurance Fund	↔	↔	(\$40,603)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$20,675
Capital Grant Fund (3)	(\$9,179)
Capital Project Funds	
Capital Project Fund (3)	\$2,239,195
Stormwater Capital Fund	\$72,863
Series 2016 Bond Fund (Parks)	\$17,682
Series 2022 Bond Fund (Parks)	\$62,055
TSPLOST I Capital Fund	\$384,079
TSPLOST II Capital Fund	\$0
American Rescue Plan Act Capital Fund	\$0
Development Authority Fund	\$258,551

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund \$19.7M est. (25%)
Emergency 911 Fund \$1.25M est. (25%)
Sanitation Fund \$116K est. (2%)
<i>rate adj. improving reserve</i>

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

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

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

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



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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: MARCH 20, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF JANUARY 31, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending January 31, 2023.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2023 revenues are budgeted at \$79 million (net of Carryforward Fund Balance totaling \$13 million). As of January 31, 2023, actual revenue collections total 73% or \$58 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of \$6.5 million with the detail as follows:

• Property Taxes (current year):	\$ 950,000
• Property Taxes (prior-year/delinquent):	272,034
• Property Taxes (motor vehicle title fee):	200,000
• LOST:	2,575,000
• Franchise Tax:	(200,447)
• Insurance Premium Taxes:	593,627
• Alcohol Beverage Excise Taxes:	325,000
• Building Permit Fees:	150,000
• Business and Occupational Taxes:	100,000
• Court/Traffic Fines:	480,500
• Recreation/Special Event Fees:	328,242
• Hotel Taxes:	562,500
• Other:	<u>178,914</u>
Estimated Gain:	\$ 6,515,370 (rounded)

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

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

Motor Vehicle Title Fee collections is trending 11% higher than FY 2022 (\$3.1 million). Collection estimates for FY 2023 conservatively total \$3.2 million (\$200,000 greater than budget).

Local Option Sales Tax collections is trending 9% higher than FY 2022 (\$20.6 million). Collection estimates for FY 2023 total \$21.5 million which is \$2.6 million greater than budget.

Franchise Tax collections for electricity represents a 16% increase over FY 2022. Specifically, GA Power collections totaled \$4.5 million for FY 2023 (compared to \$3.8 million in 2022) and Suwanee totaled \$638,649 (compared to \$625,103 in 2022). Collections for natural gas will most likely exceed the 2023 budget. Collections for cable are trending 13% lower than FY 2022 and are not forecast to meet budget. Additionally, telephone (Bellsouth primarily) collections will not meet budget as the 2023 forecast was based off prior-year trend data that may have included non-recurring audit collections. Staff is communicating with Bellsouth to obtain clarity on the franchise fee remittances. Overall, the Franchise Tax collection estimates for FY 2023 total \$6.9 million which is \$200,447 less than budget.

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

Alcohol Beverage Excise Tax collections is trending 11% higher than FY 2022 (\$2.8 million). Collection estimates for FY 2023 conservatively total \$2.9 million (\$325,000 greater than budget) pending further trend data.

Collections for Municipal Court Fines is trending 39% higher than FY 2022. Current estimates for FY 2023 total \$1.8 million which is \$100,000 greater than budget. Collections for School Zone Speed Citations is trending -19% lower than FY 2022 and is estimated to generate \$1.1 million which is \$400,000 greater than budget.

Recreation/Special Event fee collections is trending 7% higher than FY 2022 and, according to departmental program registration trends, is expected to accelerate heading into the summer season. Corresponding program instructor funding was included within the FY 2023 Mid-Year Budget request and will be reflected in the monthly financial management reports for February 2023.

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

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of January 31, 2023, city departments (not including General Government¹) have encumbered and expensed 60%, or \$45 million, of their FY 2023 budget appropriations. Forecasts indicate a surplus of \$3.5 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 24 vacancies within General Fund departments as of February 2023).

Contingency: The General Fund contingency balance totals \$744,857.

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

Other Funds

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

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$123,553. Remaining appropriations are set aside for grant matches (\$27,408) and a non-allocated reserve (\$20,675).

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

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$13 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.2 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$4.3 million. Remaining appropriations are set aside for a non-allocated reserve (\$72,863).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total \$772,358.

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

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$25 million. Remaining appropriations are set aside for a non-allocated reserve (\$62,055).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$27.3 million. Remaining appropriations are set aside for a non-allocated reserve (\$384,079).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$51 million and represents Tier-1 project funding. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Unspent/unencumbered project appropriations total \$37.6 million.

Hotel/Motel Fund: FY 2023 revenues are budgeted at \$7.5 million (net of carryforward fund balance totaling \$1.1 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$3.3 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$592,687 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$2.8 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$586,022. This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections is continuing its strong growth and estimates for FY 2023 total \$9 million which is \$1.5 million greater than budget.

Solid Waste Fund: FY 2023 revenues are currently budgeted at \$6.1 million. As of January 31, 2023, the city has collected \$3.9 million representing the 1st – 3rd quarter advanced billings and is on target.

Other Items

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

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 4,179	\$ 3,021
Post #1: Donald Mitchell	\$ 4,000	\$ 57	\$ 3,943
Post #2: Brian Will	\$ 4,000	\$ 242	\$ 3,758
Post #3: Doug DeRito	\$ 4,000	\$ 72	\$ 3,928
Post #4: John Hipes	\$ 4,000	\$ 542	\$ 3,458
Post #5: Jason Binder	\$ 4,000	\$ 39	\$ 3,961
Post #6: Dan Merkel	\$ 4,000	\$ 324	\$ 3,676

Development Authority² (Component Reporting Unit)

As of January 31, 2023, the Development Authority has \$258,551 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

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



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of January 31, 2023

	Current Fiscal Year					Prior Fiscal Year		
	2023 Budget	2023 YTD	% Collected	2023 Estimated	Variance	2022 Actual	2022 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 26,300,000	\$ 26,393,731	100.4%	\$ 27,250,000	\$ 950,000	\$ 26,738,657	\$ 25,413,188	95.0%
Delinquent	147,000	419,034	285.1%	419,034	272,034	167,407	(3,106)	-1.9%
Motor Vehicle Tax	55,000	39,136	71.2%	55,000	-	79,585	39,839	50.1%
Motor Vehicle Title Fee	3,000,000	1,674,960	55.8%	3,200,000	200,000	3,142,797	1,515,402	48.2%
Local Option Sales Tax	18,925,000	11,148,286	58.9%	21,500,000	2,575,000	20,552,835	10,205,647	49.7%
Franchise Tax	7,100,000	768,446	10.8%	6,899,553	(200,447)	6,634,631	1,632,891	24.6%
Insurance Premium Tax	4,825,000	5,418,627	112.3%	5,418,627	593,627	4,759,402	4,759,402	100.0%
Alcohol Beverage Excise Tax	2,575,000	1,533,902	59.6%	2,900,000	325,000	2,764,435	1,384,445	50.1%
Building Permit Fees	1,850,000	1,468,929	79.4%	2,000,000	150,000	1,987,196	1,074,818	54.1%
Business and Occupational Tax	1,000,000	487,709	48.8%	1,100,000	100,000	1,063,180	352,551	33.2%
Court/Traffic Fines	2,370,000	1,997,524	84.3%	2,850,500	480,500	2,970,763	1,745,877	58.8%
Recreation/Special Event Fees	2,826,839	1,224,752	43.3%	3,155,081	328,242	2,566,047	1,141,692	44.5%
Hotel/Motel Tax (City portion)	2,812,500	1,745,304	62.1%	3,375,000	562,500	2,975,786	1,410,362	47.4%
subtotal	\$ 73,786,339	\$ 54,320,341	73.6%	\$ 80,122,795	\$ 6,336,456	\$ 76,402,722	\$ 50,673,007	66.3%
Other Revenues	5,026,452	3,350,268	66.7%	5,205,366	178,914	4,743,356	2,682,675	56.6%
Total Revenues	\$ 78,812,791	\$ 57,670,609	73.2%	\$ 85,328,161	\$ 6,515,370	\$ 81,146,078	\$ 53,355,682	65.8%
Carryforward Fund Balance	12,639,800							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of January 31, 2023

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 399,287	\$ 4,874	\$ 192,426	\$ 201,987	49.4%	48.2%	\$ 350,347	\$ 218,223	62.3%
City Administration	1,445,733	13,281	869,320	563,133	61.0%	60.1%	1,440,308	1,153,381	80.1%
Finance	3,698,826	33,918	2,428,105	1,236,803	66.6%	65.6%	3,451,127	2,235,437	64.8%
City Attorney	750,000	-	441,252	308,748	58.8%	58.8%	1,062,905	344,316	32.4%
Information Technology	2,350,617	28,873	1,283,363	1,038,380	55.8%	54.6%	1,894,045	1,138,386	60.1%
Human Resources	855,513	10,841	482,004	362,668	57.6%	56.3%	606,075	365,598	60.3%
Municipal Court	1,148,200	33,245	663,411	451,544	60.7%	57.8%	1,080,027	629,608	58.3%
Public Safety	36,733,287	532,872	21,056,755	15,143,659	58.8%	57.3%	32,217,831	19,291,199	59.9%
Public Works	10,112,573	734,498	5,284,813	4,093,262	59.5%	52.3%	8,853,638	4,884,602	55.2%
Recreation, Parks & Cultural Svcs	11,814,935	1,411,792	6,562,758	3,840,385	67.5%	55.5%	10,281,112	5,575,589	54.2%
Community & Economic Development	4,631,115	52,864	2,573,103	2,005,149	56.7%	55.6%	4,081,289	2,202,978	54.0%
subtotal	\$ 73,940,086	\$ 2,857,057	\$ 41,837,310	\$ 29,245,719	60.4%	56.6%	\$ 65,318,703	\$ 38,039,318	58.2%
General Government:									
Insurance Premiums (Risk)	\$ 823,300	\$ -	\$ 480,258	\$ 343,042	58.3%	58.3%	\$ 779,750	\$ 454,854	58.3%
Gwinnett Tech Bond P&I	288,640	-	41,820	246,820	14.5%	14.5%	289,640	44,820	15.5%
Transfer(s) to other Funds	15,639,800	-	9,123,217	6,516,583	58.3%	58.3%	7,486,799	4,367,299	58.3%
Contingency	760,765	4,400	11,508	744,857	2.1%	1.5%	60,167	44,340	73.7%
subtotal	\$ 17,512,505	\$ 4,400	\$ 9,656,803	\$ 7,851,302	55.2%	55.1%	\$ 8,616,356	\$ 4,911,314	57.0%
Total Expenditures	\$ 91,452,591	\$ 2,861,457	\$ 51,494,113	\$ 37,097,021	59.4%	56.3%	\$ 73,935,059	\$ 42,950,632	58.1%



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of January 31, 2023

		Current Fiscal Year						Prior Fiscal Year		
		2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1) Regular Salaries	\$	33,166,534	\$ -	\$ 17,809,497	\$ 15,357,037	53.7%	53.7%	\$ 28,833,638	\$ 15,968,386	55.4%
Overtime		2,193,913	-	1,708,413	485,500	77.9%	77.9%	2,452,865	1,392,581	56.8%
Group Insurance		10,081,080	-	5,068,406	5,012,674	50.3%	50.3%	8,085,777	4,984,972	61.7%
FICA and Social Security		2,705,963	-	1,420,067	1,285,896	52.5%	52.5%	2,277,379	1,255,256	55.1%
Defined Benefit Pension		2,869,712	-	2,869,712	-	100.0%	100.0%	2,818,660	2,818,660	100.0%
401(A) Retirement/Match		2,899,010	-	1,573,736	1,325,274	54.3%	54.3%	2,548,264	1,431,066	56.2%
(2) Other		1,535,231	-	1,169,579	365,652	76.2%	76.2%	1,402,233	1,057,772	75.4%
subtotal	\$	55,451,443	\$ -	\$ 31,619,410	\$ 23,832,033	57.0%	57.0%	\$ 48,418,816	\$ 28,908,693	59.7%
Maintenance & Operations:										
Professional Services	\$	2,871,647	\$ 591,047	\$ 1,669,007	\$ 611,593	78.7%	58.1%	\$ 2,848,177	\$ 1,626,785	57.1%
Legal Services		750,000	-	441,252	308,748	58.8%	58.8%	1,062,905	344,316	32.4%
Vehicle Fuel/Maintenance		1,065,060	-	633,188	431,872	59.5%	59.5%	1,237,660	618,289	50.0%
Maintenance Contracts		3,725,674	1,380,405	1,966,047	379,223	89.8%	52.8%	3,005,871	1,392,196	46.3%
IT Professional Services		2,434,748	558,835	1,550,866	325,047	86.6%	63.7%	1,962,573	1,343,250	68.4%
General Supplies		1,001,232	121,357	542,643	337,232	66.3%	54.2%	893,611	526,971	59.0%
Utilities		2,900,941	-	1,458,268	1,442,673	50.3%	50.3%	2,748,597	1,369,778	49.8%
Insurance Premiums (Risk)		823,300	-	480,258	343,042	58.3%	58.3%	779,750	454,854	58.3%
Other		3,056,456	205,413	1,557,354	1,293,690	57.7%	51.0%	2,462,929	1,350,424	54.8%
subtotal	\$	18,629,058	\$ 2,857,057	\$ 10,298,882	\$ 5,473,119	70.6%	55.3%	\$ 17,002,074	\$ 9,026,862	53.1%
Capital:										
OSSI/Fire Truck Leases	\$	659,858	\$ -	\$ 396,752	\$ 263,106	60.1%	60.1%	\$ 675,893	\$ 558,618	82.6%
Other		23,027	-	2,525	20,502	11.0%	11.0%	1,671	-	0.0%
subtotal	\$	682,885	\$ -	\$ 399,277	\$ 283,608	58.5%	58.5%	\$ 677,563	\$ 558,618	82.4%
General Government:										
Gwinnett Tech Bond P&I	\$	288,640	\$ -	\$ 41,820	\$ 246,820	14.5%	14.5%	\$ 289,640	\$ 44,820	15.5%
Transfer(s) to other Funds		15,639,800	-	9,123,217	6,516,583	58.3%	58.3%	7,486,799	4,367,299	58.3%
Contingency		760,765	4,400	11,508	744,857	2.1%	1.5%	60,167	44,340	73.7%
subtotal	\$	16,689,205	\$ 4,400	\$ 9,176,545	\$ 7,508,260	55.0%	55.0%	\$ 7,836,606	\$ 4,456,460	56.9%
Total Expenditures	\$	91,452,591	\$ 2,861,457	\$ 51,494,113	\$ 37,097,021	59.4%	56.3%	\$ 73,935,059	\$ 42,950,632	58.1%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of January 31, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
City Administration									
22013230-371000	C2100 MURAL ART PROJECT	15,915	15,915	\$ -	\$ -	\$ -	\$ -		\$ -
	subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety									
22031150-331110	C1730 2017 BULLETPROOF VEST (DOJ)	13,179	12,462	\$ -	\$ 717	\$ 717	\$ -		\$ 717
22031150-331110	C1831 2018 BULLETPROOF VEST (DOJ)	15,375	7,314	-	8,061	8,061	-		8,061
22031150-331110	C2018 2019 BULLETPROOF VEST (DOJ)	19,188	3,353	-	15,835	15,835	1,406		14,429
22031150-331110	C2059 2020 BULLETPROOF VEST (DOJ)	17,159	-	-	17,159	17,159	4,135		13,024
22031150-331110	C2115 2021 BULLETPROOF VEST (DOJ)	11,624	-	-	11,624	11,624	1,758		9,866
22031150-371000	C2310 ALPHA BUS. ASSOC. K-9	17,000	-	-	17,000	17,000	17,000		-
	subtotal			\$ -	\$ 70,396	\$ 70,396	\$ 24,299		\$ 46,097
Recreation, Parks & Cultural Services									
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	152,000	102,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000		\$ -
22061150-371000	C2212 PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336000	C2213 2021 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2215 FC ARTS & CULTURE	7,800	7,800	-	-	-	-		-
22061150-336001	C2234 ARTS CENTER (CERAMICS)	2,918	2,248	-	670	670	815		(145)
22061150-347509	C2239 NORTH PARK SOFTBALL TOURNEY	2,397	2,397	-	-	-	-		-
22061150-336000	C2247 2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
22061150-336000	C2306 FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	15,000		-
22061150-371000	C2308 MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	2,350		(175)
	subtotal			\$ -	\$ 72,845	\$ 72,845	\$ 73,165		\$ (320)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	1,582		\$ (1,582)
22090200-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(243)		243
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	(766)		766
22090200-395000	CARRYFORWARD FUND BALANCE			-	117,013	117,013	-		117,013
	subtotal			\$ -	\$ 117,013	\$ 117,013	\$ 572		\$ 116,441
	Total			\$ -	\$ 260,254	\$ 260,254	\$ 98,036		\$ 162,218



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of January 31, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures									
City Administration									
22013230-521200	C2100 MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
	subtotal			\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
Public Safety									
22031150-542100	C1730 2017 BULLETPROOF VEST (DOJ)	26,357	24,925	\$ -	\$ 1,432	\$ 1,432	\$ -	\$ -	\$ 1,432
22031150-542100	C1831 2018 BULLETPROOF VEST (DOJ)	30,751	16,675	-	14,076	14,076	-	-	14,076
22031150-542100	C2018 2019 BULLETPROOF VEST (DOJ)	38,374	12,280	-	26,094	26,094	-	-	26,094
22031150-542100	C2059 2020 BULLETPROOF VEST (DOJ)	30,694	4,646	-	26,048	26,048	5,040	-	21,008
22031150-542100	C2115 2021 BULLETPROOF VEST (DOJ)	23,248	-	-	23,248	23,248	15,268	-	7,980
22031150-521200	C2310 ALPHA BUS. ASSOC K-9	17,000	-	-	17,000	17,000	-	-	17,000
	subtotal			\$ -	\$ 107,898	\$ 107,898	\$ 20,308	\$ -	\$ 87,590
Recreation, Parks & Cultural Services									
22061159-521200	C2039 WIRE & WOOD (ACVB SPONSOR)	100,000	50,000	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ -
22061150-531100	C2101 SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102 FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212 PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2213 2020 CAMP HAPPY HEARTS	5,000	2,671	-	2,329	2,329	2,329	-	-
22061150-531100	C2215 FC ARTS & CULTURE	7,800	6,056	-	1,744	1,744	1,744	-	-
22061150-531100	C2234 ARTS CENTER (CERAMICS)	2,919	1,604	-	1,315	1,315	-	-	1,315
22061150-531100	C2237 PARTNERED EVENTS	5,000	-	-	5,000	5,000	4,040	900	60
22061150-523300	C2239 NORTH PARK SOFTBALL TOURNEY	2,397	-	-	2,397	2,397	2,397	-	-
22061150-531100	C2247 2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	-	5,000
22061150-521200	C2306 FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	4,050	750	10,200
22061150-521200	C2308 MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	2,100	-	75
	subtotal			\$ -	\$ 89,858	\$ 89,858	\$ 16,660	\$ 51,650	\$ 21,548
Non-Allocated									
22090200-579000	CONTINGENCY			\$ -	\$ 20,675	\$ 20,675	\$ -	\$ -	\$ 20,675
22090200-579011	MATCH (GRANTS UNDER REVIEW)			-	27,408	27,408	-	-	27,408
	subtotal			\$ -	\$ 48,083	\$ 48,083	\$ -	\$ -	\$ 48,083
	Total			\$ -	\$ 260,254	\$ 260,254	\$ 36,968	\$ 51,650	\$ 171,636



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of January 31, 2023

				Project Snapshot: FY2013 - FY2022		FY 2023					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
Public Safety											
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT		45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100		\$ 1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT		22,500	-	-	22,500	22,500	-		22,500
subtotal						\$ -	\$ 68,400	\$ 68,400	\$ 44,100		\$ 24,300
Public Works											
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)		5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,118		\$ 1
34041100-334350	C1927	WINDWARD TRIPLE LEFTS		1,207,200	-	\$ -	\$ 1,207,200	1,207,200	-		1,207,200
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)		1,000,000	-	-	1,000,000	1,000,000	-		1,000,000
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT		200,000	-	-	200,000	200,000	-		200,000
34041100-331350	C2305	ALPHALOOP (LANDWATER)		500,000	-	-	500,000	500,000	-		500,000
subtotal						\$ -	\$ 3,552,319	\$ 3,552,319	\$ 645,118		\$ 2,907,201
Recreation, Parks & Cultural Services											
30161150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)		75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
subtotal						\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
Community Development											
34074150-331350	C2107	NORTH POINT PKWY IMP		1,667,000	663,593	\$ -	\$ 1,003,407	\$ 1,003,407	\$ 67,412		\$ 935,995
34074150-331150	C2114	S MAIN ST ARC STUDY		160,000	34,800	-	125,200	125,200	116,000		9,200
subtotal						\$ -	\$ 1,128,607	\$ 1,128,607	\$ 183,412		\$ 945,195
General Government											
34090200-361000		INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 3,554		\$ (3,554)
34090200-362000		REALIZED GAIN/LOSS ON INVS				-	-	-	(784)		784
34090200-363000		UNREALIZED GAIN/LOSS				-	-	-	(2,458)		2,458
34090200-395000		CARRYFORWARD FUND BALANCE				-	148,441	148,441	-		148,441
subtotal						\$ -	\$ 148,441	\$ 148,441	\$ 312		\$ 148,129
Total						\$ -	\$ 4,972,767	\$ 4,972,767	\$ 947,942		\$ 4,024,825



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of January 31, 2023

					Project Snapshot: FY2013 - FY2022		FY 2023					
					Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project											
Expenditures												
Public Safety												
34031150-542100	C2244	HOMELAND SECURITY GRANT		45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100	\$ -	\$ 1,800	
34031150-542100	C2246	HOMELAND SECURITY GRANT		22,500	-	-	22,500	22,500	22,259	-	241	
subtotal					\$ -	\$ 68,400	\$ 68,400	\$ 66,359	\$ -	\$ 2,041		
Public Works												
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)		5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,119	\$ -	\$ -	
34041100-541410	C1927	WINDWARD TRIPLE LEFTS		1,207,200	-	-	1,207,200	1,207,200	1,207,200	-	-	
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)		1,000,000	-	-	1,000,000	1,000,000	-	-	1,000,000	
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT		200,000	-	-	200,000	200,000	-	191,698	8,302	
34041100-541420	C2305	ALPHALOOP (LANDWATER)		500,000	-	-	500,000	500,000	-	500,000	-	
subtotal					\$ -	\$ 3,552,319	\$ 3,552,319	\$ 1,852,319	\$ 691,698	\$ 1,008,302		
Recreation, Parks & Cultural Services												
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)		75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000		
Community Development												
34074150-541410	C2107	NORTH POINT PKWY IMP		2,083,750	903,123	\$ -	\$ 1,180,627	\$ 1,180,627	\$ 135,227	\$ 1,045,399	\$ 1	
34074150-521200	C2114	S MAIN ST ARC STUDY		160,000	54,400	-	105,600	105,600	96,400	9,200	-	
subtotal					\$ -	\$ 1,286,227	\$ 1,286,227	\$ 231,627	\$ 1,054,599	\$ 1		
Non-Allocated												
34090200-579000		CONTINGENCY				\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)	
subtotal					\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)		
Total					\$ -	\$ 4,972,767	\$ 4,972,767	\$ 2,150,305	\$ 1,746,297	\$ 1,076,165		



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of January 31, 2023

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
30113230-371000	C1618	CONVENTION CENTER (DESIGN)	-	-	\$ -	\$ -	\$ -	\$ 2		\$ (2)
30131150-393500	C1241	CAPITAL LEASE - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	-		2,353,251
30141100-336000	C1410	RUCKER RD WATERLINE	1,562,604	1,459,845	-	102,759	102,759	-		102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784	5,544,518	-	602,266	602,266	-		602,266
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	-		430,000
30141100-336000	C2238	DAVIS DR. WATER (COUNTY)	364,488	-	-	364,488	364,488	-		364,488
30141100-371000	C2305	ALPHALOOP (OMP-NORTHWINDS)	110,000	-	-	110,000	110,000	110,000		-
30161150-392400		SALE OF NON CAPITAL ASSETS	400	-	-	400	400	400		-
30161150-371000	C1911	EQUESTRIAN CTR (FOUNDATION)	28,411	-	-	28,411	28,411	28,410		1
30161150-371000	C1926	NORTHSIDE MOU (PARKS)	15,000	-	-	15,000	15,000	15,000		-
30161150-371000	C1929	COMM AG PROGRAM	60,517	50,135	-	10,382	10,382	12,548		(2,166)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	23,700	11,100	-	12,600	12,600	12,600		-
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	33	-	-	33	33	32		1
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	467,450	467,450	-	-	-	5,400		(5,400)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	-		37,500
		subtotal			\$ -	\$ 4,401,015	\$ 4,401,015	\$ 184,392		\$ 4,216,623
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			\$ 2,500,000	\$ 6,101,350	\$ 8,601,350	\$ -		\$ 8,601,350
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,439,800	-	11,439,800	6,673,217		4,766,583
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	(37,293)		37,293
30190200-362000		REALIZED GAIN/LOSS INV			-	-	-	(17,366)		17,366
30190200-361000		INTEREST EARNINGS			155,000	-	155,000	106,016		48,984
		subtotal			\$ 14,094,800	\$ 6,101,350	\$ 20,196,150	\$ 6,724,573		\$ 13,471,577
		Total			\$ 14,094,800	\$ 10,502,365	\$ 24,597,165	\$ 6,908,966		\$ 17,688,199



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of January 31, 2023

Account #Project			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	-	\$ 145,000	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000	-	-	100,000
subtotal					\$ 145,000	\$ 100,000	\$ 245,000	\$ -	\$ -	\$ 245,000
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	363,044	354,302	\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 5,362	\$ 1,403
subtotal					\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 5,362	\$ 1,403
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,002	189,138	\$ -	\$ 110,864	\$ 110,864	\$ -	\$ 110,864	\$ -
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	48,284	-	1,717	1,717	945	772	1
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210	200,000	363,469	563,469	-	246,681	316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,112,369	2,591,587	250,000	270,782	520,782	60,758	132,051	327,973
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	116,249	-	283,896	283,896	12,500	-	271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	30,185	-	269,816	269,816	-	164,829	104,987
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	50,000	-	50,000	-	-	50,000
subtotal					\$ 500,000	\$ 1,321,600	\$ 1,821,600	\$ 74,203	\$ 655,197	\$ 1,092,200
Human Resources										
30118450-542400	C1222	RECORDS MANAGEMENT	72,500	-	\$ 72,500	\$ -	\$ 72,500	\$ -	\$ -	\$ 72,500
subtotal					\$ 72,500	\$ -	\$ 72,500	\$ -	\$ -	\$ 72,500
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	32,900	\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -
subtotal					\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of January 31, 2023

Account #Project			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	7,916,893	6,142,656	\$ 1,375,000	\$ 399,237	\$ 1,774,237	\$ 59,322	\$ 202,884	\$ 1,512,031
30131150-541300	C1229	PS ROOF REPAIR	1,197,111	904,690	300,000	(7,579)	292,421	69,419	198,001	25,001
30131150-542200	C1241	FLEET - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	-	-	2,353,251
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,924	1,140,581	263,000	110,343	373,343	131,375	65,441	176,527
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	-	318,836
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,059	129,485	220,000	50,574	270,574	169,119	93,790	7,666
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	8,693	-	11,307
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942	-	6,058	6,058	-	-	6,058
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,870	37,552	-	6,318	6,318	838	-	5,480
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,000	-	2,250,000	-	2,250,000	4,579	-	2,245,421
30131150-542100	C2302	ALL TERRAIN VEHICLES	11,310	-	11,310	-	11,310	10,666	-	644
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,500	-	449,500	-	449,500	-	17,168	432,332
		subtotal			\$ 4,868,810	\$ 3,257,038	\$ 8,125,848	\$ 454,010	\$ 577,283	\$ 7,094,554
Public Works										
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	279,781	275,044	\$ -	\$ 4,737	\$ 4,737	\$ 3,810	\$ -	\$ 927
30141100-541200	C0910	TREE REPLACEMENT FUND	1,626,301	1,404,067	-	222,234	222,234	42,486	46,043	133,705
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	479,543	207,186	-	272,357	272,357	8,565	24,831	238,961
30141100-541410	C1207	BRIDGE MAINTENANCE	665,212	377,330	200,000	87,882	287,882	12,975	16,183	258,724
30141100-541410	C1215	STRIPING & SIGNAGE	2,014,664	1,814,664	200,000	-	200,000	125,357	16,120	58,523
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	37,779	26,108	56,883
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	66,012	40,000	6,383
30141100-541410	C1219	MILLING AND RESURFACING	24,017,759	21,564,565	1,000,000	1,453,194	2,453,194	191,959	2,137,247	123,988
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	987,078	887,078	100,000	-	100,000	33,950	20,725	45,325
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	44,885	43,157	60,798
30141100-542200	C1223	FLEET REPLACEMENT	1,469,452	1,091,468	195,000	182,984	377,984	76,655	299,656	1,673
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,222,771	817,220	100,000	305,551	405,551	206,103	47,923	151,526
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,373	173,446	36,000	7,927	43,927	25,374	-	18,553
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	450,001	299,856	100,000	50,145	150,145	81,685	68,036	425
30141100-541300	C1902	FIRE STATION RENOVATIONS	510,003	419,519	75,000	15,484	90,484	-	4,461	86,023
30141100-541300	C1904	PW HQ RENOVATIONS	178,037	121,982	50,000	6,055	56,055	-	-	56,055
30141100-541300	C1905	GYM RENOVATIONS	35,000	-	35,000	-	35,000	-	-	35,000



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of January 31, 2023

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	381,115	296,115	85,000	-	85,000	-	-	85,000
30141100-541410	C1935 WINDWARD PKWY WEST IMPROVEMENTS	305,753	203,977	-	101,776	101,776	1,540	-	100,236
30141100-541300	C2003 HVAC REPLACEMENTS	292,002	227,797	62,000	2,205	64,205	46,951	-	17,254
30141100-541300	C2004 GENERATOR REPLACEMENTS	295,075	187,197	-	107,878	107,878	-	101,830	6,048
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,001	77,836	50,000	42,165	92,165	5,510	-	86,655
30141100-541410	C2048 STREETLIGHT MAINTENANCE	269,079	104,108	80,000	84,971	164,971	53,670	52,173	59,129
30141100-541500	C2050 REC FACILITY MAINTENANCE	120,000	46,645	30,000	43,355	73,355	20,605	9,874	42,876
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	145,351	36,582	100,000	8,769	108,769	13,125	16,150	79,494
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-	-	333,925
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	430,000	19,456	-	410,544	410,544	-	410,544	0
30141100-544200	C2200 CITY TRASH RECEPTACLE SERVICE	100,001	39,159	50,000	10,842	60,842	27,525	17,357	15,959
30141100-541410	C2209 SCRAMBLE INTERSECTION	27,248	-	-	27,248	27,248	24,054	3,194	1
30141100-541410	C2238 DAVIS DR WATER (COUNTY)	364,488	-	-	364,488	364,488	171,695	192,793	-
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	285,000	-	-	285,000	285,000	14,916	21,943	248,142
30141100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	247,403	-	-	247,403	247,403	-	-	247,403
	subtotal			\$ 2,823,000	\$ 4,786,125	\$ 7,609,125	\$ 1,337,185	\$ 3,616,349	\$ 2,655,592
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,014,966	464,966	\$ 550,000	\$ -	\$ 550,000	\$ 452,917	\$ 64,141	\$ 32,942
30161150-541200	C1210 TREE REMOVAL			150,000	-	150,000	149,265	735	-
30161150-541500	C1221 DESIGN SERVICES	214,224	186,473	20,000	7,751	27,751	7,660	2,695	17,396
30161150-541300	C1229 FACILITY ROOF REPAIR	494,741	-	700,000	(205,259)	494,741	303,291	191,450	-
30161150-542200	C1232 FLEET	352,578	72,130	120,000	160,448	280,448	130,532	29,916	120,000
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	799,218	699,218	100,000	-	100,000	38,361	15,071	46,568
30161150-541500	C1424 WILL PARK POOL EXPANSION	59,000	51,200	-	7,800	7,800	-	-	7,800
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	31,065	35,000	18,935	53,935	-	-	53,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	907,169	370,594	155,000	381,575	536,575	20,579	333,220	182,776
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	731,553	521,159	300,000	(89,606)	210,394	210,393	-	1
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	490,721	277,238	150,000	63,483	213,483	-	-	213,483
30161150-544100	C1807 PUBLIC ARTS PROGRAM	231,000	170,000	45,000	16,000	61,000	32,550	13,950	14,500
30161150-541500	C1911 EQUESTRIAN CENTER (FOUNDATION)	28,411	-	-	28,411	28,411	28,410	-	1
30161150-521200	C1926 NORTHSIDE MOU (PARKS)	11,400	-	-	11,400	11,400	-	11,400	-
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,903	117,657	-	32,246	32,246	708	-	31,538



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of January 31, 2023

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	60,521	35,170	-	25,351	25,351	6,279	11,600	7,472
30161150-541500	C2010 PARK ENHANCEMENTS	611,179	465,437	125,000	20,742	145,742	96,398	7,102	42,242
30161150-541500	C2030 TOWN GREEN IMPROVEMENTS	250,000	-	250,000	-	250,000	2,285	27,215	220,500
30161150-541500	C2031 INNOVATION ACADEMY IGA	249,992	249,638	-	354	354	354	-	-
30161150-541500	C2051 FOUNTAIN MAINTENANCE	36,306	27,309	-	8,997	8,997	-	-	8,997
30161150-541500	C2202 ATHLETIC COURTS RESURFACING	98,433	58,433	40,000	-	40,000	-	9,935	30,065
30161150-541500	C2245 WILL PARK MAINTENANCE FACILITY	215,325	766	-	214,559	214,559	12,285	202,273	2
30161150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304 PARK WOOD POLE REPLACEMENT	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2309 WACKY WORLD 2.0 (DONATIONS)	33	-	-	33	33	-	-	33
	subtotal			\$ 2,940,000	\$ 808,081	\$ 3,748,081	\$ 1,492,267	\$ 920,703	\$ 1,335,111
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	576,749	297,748	\$ -	\$ 279,001	\$ 279,001	\$ -	\$ -	\$ 279,001
30174150-544100	C0924 ECONOMIC DEVELOPMENT PLAN	107,640	62,500	-	45,140	45,140	15,000	30,140	-
30174150-544200	C1300 CITY ECON DEVELOPMENT TOOLKIT	263,260	202,010	-	61,250	61,250	-	-	61,250
30174150-542200	C1433 FLEET REPLACEMENT	60,000	-	60,000	-	60,000	59,932	-	68
30174150-541410	C1603 DESIGN SERVICES	526,003	376,257	40,000	109,746	149,746	22,544	79,342	47,859
30174150-541410	C2107 NORTH POINT PARKWAY IMPROVEMENTS	78,500	52,670	-	25,830	25,830	25,191	638	0
30174150-542400	C2111 COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	-	-	13,007
30174150-521200	C2114 S MAIN ST ARC STUDY	40,000	13,600	-	26,400	26,400	24,100	2,300	-
30174150-521200	C2307 WINDWARD-HWY9 MASTER PLAN MOU	60,000	-	-	60,000	60,000	-	-	60,000
	subtotal			\$ 100,000	\$ 620,374	\$ 720,374	\$ 146,767	\$ 112,421	\$ 461,186



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of January 31, 2023

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 2,645,490	\$ (406,295)	\$ 2,239,195	\$ -	\$ -	\$ 2,239,195
30190200-579011	GRANTS UNDER REVIEW			-	-	-	-	-	-
	subtotal			\$ 2,645,490	\$ (406,295)	\$ 2,239,195	\$ -	\$ -	\$ 2,239,195
	Total			\$ 14,094,800	\$ 10,502,365	\$ 24,597,165	\$ 3,509,209	\$ 5,891,215	15,196,741



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of January 31, 2023

Account #	Project	Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue									
Public Works									
30241100-371000	DONATION FROM PRIVATE SOURCE			\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
	subtotal			\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
Non-Departmental									
30290200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 28,169		\$ (28,169)
30290200-362000	REALIZED GAIN/LOSS ON INVS						(5,029)		5,029
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	(8,809)		8,809
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	2,450,000		1,750,000
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
	subtotal			\$ 4,200,000	\$ 1,716,691	\$ 5,916,691	\$ 2,464,331		\$ 3,452,360
	Total			\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 2,468,827		\$ 3,452,360
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	\$ 150,000	\$ 226,493	\$ 376,493	\$ 81,439	\$ 34,871	\$ 260,183
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	11,429,215	6,438,340	3,930,000	1,060,875	4,990,875	141,291	1,107,821	3,741,763
30241100-541430 C1503	STORMWATER STUDIES	500,001	323,580	-	176,421	176,421	20,200	-	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	458,720	120,000	85,335	205,335	11,631	72,014	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,000	150,800	-	99,200	99,200	61,525	26,700	10,975
	subtotal			\$ 4,200,000	\$ 1,648,324	\$ 5,848,324	\$ 316,086	\$ 1,241,406	\$ 4,290,832
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
	subtotal			\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
	Total			\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 316,086	\$ 1,241,406	\$ 4,363,695



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
 As of January 31, 2023

		Project Snapshot: FY2017 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	2,445,511	\$ -	\$ -	\$ -	\$ -		\$ -
30390200-395000	CARRYFORWARD FUND BALANCE			-	4,199,000	4,199,000	432,767		3,766,233
	Total			\$ -	\$ 4,199,000	\$ 4,199,000	\$ 432,767		\$ 3,766,233
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,176,000	1,175,955	\$ -	\$ 45	\$ 45	\$ 4	\$ -	\$ 41
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	939,002	-	1,205,508	1,205,508	263,791	941,717	-
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	269,139	-	1,054,862	1,054,862	204,616	77,929	772,318
	subtotal			\$ -	\$ 2,260,415	\$ 2,260,415	\$ 468,410	\$ 1,019,646	\$ 772,358
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	2,000,000.00	61,415	\$ -	\$ 1,938,585	\$ 1,938,585	\$ 1,108	\$ 1,937,477	\$ -
	subtotal			\$ -	\$ 1,938,585	\$ 1,938,585	\$ 1,108	\$ 1,937,477	\$ -
	Total			\$ -	\$ 4,199,000	\$ 4,199,000	\$ 469,518	\$ 2,957,123	\$ 772,358



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

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

As of January 31, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31790200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 190,370	\$ 190,370	\$ -		\$ 190,370
31790200-389000	MISCELLANEOUS REVENUE				-	108,000	108,000	-		108,000
31790200-361000	INTEREST EARNINGS				-	-	-	25,526		(25,526)
	subtotal				\$ -	\$ 298,370	\$ 298,370	\$ 25,526		\$ 272,844
	Total				\$ -	\$ 298,370	\$ 298,370	\$ 25,526		\$ 272,844
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR	14,651,644	14,651,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	3,773,587	3,773,587	-	-	-	-	-	-
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	9,872,926	9,872,926	-	-	-	-	-	-
31741100-541420	C1712	ALPHALOOP	449,253	359,043	-	90,210	90,210	79,731	10,479	0
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT	299,137	299,137	-	-	-	-	-	-
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,628	308,128	-	500	500	-	-	500
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS	920,441	920,441	-	-	-	-	-	-
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS	921,718	921,718	-	-	-	-	-	-
31741100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	150,749	-	-	150,749	150,749	150,749	-	-
31761150-541300	C1708	GREENWAY EXT TO FORSYTH	9,842,189	9,837,210	-	4,979	4,979	-	-	4,979
31761150-541300	C1709	EASTSIDE COMMUNITY CTR	2,553,436	2,519,186	-	34,250	34,250	30,000	4,250	-
31761150-579000	PARKS RESERVE		17,682	-	-	17,682	17,682	-	-	17,682
	Total				\$ -	\$ 298,370	\$ 298,370	\$ 260,480	\$ 14,729	\$ 23,161



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
 As of January 31, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 512,066		\$ (512,066)
31890200-393400	BOND PREMIUM					28,908,660	28,908,660	-		28,908,660
31890200-395000	CARRYFORWARD FUND BALANCE				-	367,339	367,339	-		367,339
	subtotal				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 512,066		\$ 28,763,933
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 512,066		\$ 28,763,933
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,500,000	-	\$ -	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,000,000	23,990	-	976,010	976,010	-	-	976,010
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,000,000	11,664	-	4,988,336	4,988,336	41,458	1,191,220	3,755,658
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	25,342	631,600	4,889,327
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	78,494	277,606	2,868,148
31861150-541500	C2217	MID-BROADWELL PARK	500,001	47,538	-	452,463	452,463	2,475	-	449,988
31861150-541500	C2218	OLD RUCKER PARK	3,000,000	20,170	-	2,979,830	2,979,830	72,725	285,175	2,621,930
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	13,158	693	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	15,127	-	1,234,874	1,234,874	1,861	1,233,012	1
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	-	-	328,634	328,634	111,167	217,467	-
31890200-579000	PARKS RESERVE		62,055	-	-	62,055	62,055	-	-	62,055
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 346,680	\$ 3,836,772	\$ 25,092,546



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of January 31, 2023

Account #Project			Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778			\$ 41,589,778
33541100-361000	INTEREST EARNINGS				-	-	-	727,984		(727,984)
Total					\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 727,984	\$ 40,861,794	
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 1,960,853	\$ 39,147	\$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	140,756	-	4,885,658	4,885,658	71,916	-	4,813,742
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,119,002	-	240,740	240,740	-	233,749	6,991
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	1,924,663	-	3,654,811	3,654,811	39,183	1,615,626	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	860,986	-	15,403	15,403	13,705	1,698	1
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,990	1,263,692	-	164,298	164,298	164,297	-	1
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	-	4,148,571	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,509	676,585	-	15,924	15,924	15,888	36	1
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	230,000	2,300,000	43,000	2,343,000	3,000	43,000	2,297,000
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	181,239	4,052,451	1,712,154
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	478,948	-	16,487,502
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	-	-	825,000	825,000	-	825,000	-
33590200-579000	CONTINGENCY				-	384,079	384,079	-	-	384,079
Total					\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 2,929,028	\$ 10,959,277	\$ 27,701,472



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of January 31, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33690200-313400	TSPLOST II				\$ -	\$ 48,335,327	\$ 48,335,327	\$ 7,526,316		\$ 40,809,011
33641100-361000	INTEREST EARNINGS				-	-	-	113,194		(113,194)
33690200-395000	CARRYFORWARD FUND BALANCE				-	3,648,408	3,648,408	-		3,648,408
	Total				\$ -	\$ 51,983,735	\$ 51,983,735	\$ 7,639,511		\$ 44,344,224
Expenditures										
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	2,400	\$ -	\$ 6,497,600	\$ 6,497,600	\$ 3,065	\$ -	\$ 6,494,535
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,000	13,873	-	12,986,127	12,986,127	358,984	51,918	12,575,225
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	-	-	10,000,000	10,000,000	38,723	699,577	9,261,700
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	113,037	18,537	-	94,500	94,500	78,503	15,997	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	74,263	18,537	-	55,726	55,726	-	-	55,726
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	212,300	-	-	212,300	212,300	201,633	10,667	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	1,525	-	348,476	348,476	-	154,675	193,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,000	1,161	-	748,839	748,839	-	117,539	631,300
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,000	12,349	-	3,987,651	3,987,651	166,711	466,099	3,354,841
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	149,401	-	-	149,401	149,401	129,616	19,785	0
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	-	-	146,000	146,000	146,000	-	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	-	-	4,757,526	4,757,526	-	-	4,757,526
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,000	411	-	11,999,589	11,999,589	174,083	11,546,913	278,592
	Total				\$ -	\$ 51,983,735	\$ 51,983,735	\$ 1,297,317	\$ 13,083,171	\$ 37,603,247



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of January 31, 2023

				Project Snapshot: FY2013 - FY2022		FY 2023					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
27074110-341321	IMPACT FEES STREETS & HIGHWAYS					\$ -	\$ 200,000	\$ 200,000	\$ 85,633		\$ 114,367
27074110-341323	IMPACT FEES RECREATION & PARKS					350,000	34,089	384,089	155,288		228,801
27074110-341324	IMPACT FEES PUBLIC SAFETY					-	-	-	8,635		(8,635)
27074110-395000	CARRYFORWARD FUND BALANCE					1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-362000	REALIZED GAIN/LOSS ON INVS					-	-	-	(7,603)		7,603
27074110-363000	UNREALIZED GAIN/LOSS					-	-	-	(20,502)		20,502
27074110-361000	INTEREST EARNINGS					-	-	-	49,271		(49,271)
	Total					\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 270,721		\$ 5,216,644
Expenditures											
Public Safety											
27031150-544200	C2206	RAPID RESCUE TRUCK		124,600	124,100	\$ -	\$ 500	\$ 500	\$ -		\$ 500
27031150-542100	C2302	ALL TERRAIN VEHICLES		18,690	-	18,690	-	18,690	18,690	-	-
		subtotal				\$ 18,690	\$ 500	\$ 19,190	\$ 18,690	\$ -	\$ 500
Public Works											
27041100-541410	C1410	RUCKER RD CORRIDOR		1,002,553	857,003	\$ -	\$ 145,550	145,550	\$ 145,550		\$ 0
27041100-541410	C1723	TEASLEY ST IMPROVEMENTS		56,925	38,125	-	18,800	18,800	-		18,800
		NORTH POINT PARKWAY IMPROVEMENTS		1,250,000	-	-	1,250,000	1,250,000	-		1,250,000
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)		1,540,000	-	-	1,540,000	1,540,000	401,347	1,138,653	-
		subtotal				\$ -	\$ 2,954,350	\$ 2,954,350	\$ 401,347	\$ 1,284,202	\$ 1,268,800
Recreation, Parks & Cultural Services											
27061150-541500	C2011	WILLS PARK MASTER PLAN		328,634	-	\$ -	\$ 328,634	\$ 328,634	\$ 21,930	\$ -	\$ 306,704
27061150-541410	C2113	ENCORE GREENWAY GATEWAY		2,000,000	-	2,000,000	-	2,000,000	27,480	-	1,972,520
		subtotal				\$ 2,000,000	\$ 328,634	\$ 2,328,634	\$ 49,410	\$ -	\$ 2,279,224



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of January 31, 2023

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 66,720	\$ 66,720		\$ 66,720	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	1,016	1,016	-	-	1,016
27074110-579002	NON-ALLOCATED RECREATION & PARKS			-	-	-	-	-	-
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	117,455	117,455	-	-	117,455
27041100-579011	MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
	subtotal			\$ -	\$ 185,191	\$ 185,191	\$ -	\$ 66,720	\$ 118,471
	Total			\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 469,447	\$ 1,350,922	\$ 3,666,995

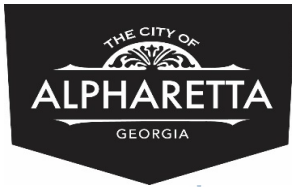


CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of January 31, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27590150-314100	HOTEL/MOTEL TAXES			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 4,648,289		\$ 2,851,711
27590150-319201	PENALTY/INTEREST HOTEL MOTEL TAX			-	-	-	521		(521)
27590150-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(2,058)		2,058
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	(6,762)		6,762
27590150-361000	INTEREST EARNINGS			-	-	-	14,121		(14,121)
	subtotal			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 4,654,111		\$ 2,845,889
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	subtotal			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 4,654,111		\$ 3,989,061
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	29,944,535	26,663,285	\$ 3,281,250	\$ -	\$ 3,281,250	\$ 2,033,854	\$ -	\$ 1,247,396
	subtotal			\$ 3,281,250	\$ -	\$ 3,281,250	\$ 2,033,854	\$ -	\$ 1,247,396
City/Other									
27590150-521200	PROFESSIONAL SERVICES	35,655	30,155	\$ 5,500	\$ -	\$ 5,500	\$ 2,915	\$ -	\$ 2,585
27590150-579006	DEBT SERVICE RESERVE	586,022	-	35,537	550,485	586,022	-	-	586,022
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	26,063,456	23,250,956	2,812,500	-	2,812,500	1,745,304	-	1,067,196
	subtotal			\$ 2,853,537	\$ 550,485	\$ 3,404,022	\$ 1,748,219	\$ -	\$ 1,655,803
Tourism Product Development									
27590150-541500	C1911 EQUESTRIAN CENTER	38,739	38,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27590450-541500	C2011 WILLS PARK MASTER PLAN	751,891	468,574	-	283,317	283,317	268,248	7,800	7,270
27590150-541500	C2245 WILLS PRK MAINTENANCE FACILITY	309,370	-	-	309,370	309,370	309,369	-	1
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	2,185,000	1,535,000	650,000	-	650,000	-	-	650,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	5,343,655	4,628,442	715,213	-	715,213	357,606	-	357,607
	subtotal			\$ 1,365,213	\$ 592,687	\$ 1,957,900	\$ 935,223	\$ 7,800	\$ 1,014,877
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 4,717,296	\$ 7,800	\$ 3,918,076

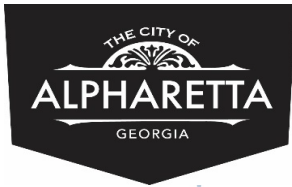


OTHER REPORTS



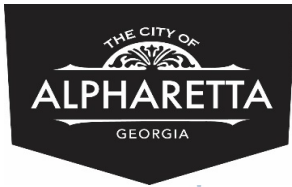
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2023

Vendor	Description	Department	\$ Amount
11385 HAYNES BRIDGE	CURRENT YEAR PROPERTY TAXES	General Government	\$ 8,812.91
6120 WINDWARD PW LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 12,420.00
A T & T RESOURCE MGM	CURRENT YEAR PROPERTY TAXES	General Government	\$ 13,180.34
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Svcs	\$ 12,995.99
ACCURATE SURVEYING & PLANNING INC	BOUNDARY SURVEY	Legal Services	\$ 10,500.00
ACOMFORT BY DESIGN	HVAC SERVICE	Public Works	\$ 5,810.46
ACOMFORT BY DESIGN	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	\$ 11,281.67
ACOMFORT BY DESIGN	HVAC SERVICE	Public Works	\$ 26,412.34
ALLAN VIGIL FORD	TRUCKS (INCLUDING, DIESEL, GAS)	Rec., Parks & Cultural Svcs	\$ 32,409.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 427,761.32
ALPHA LOOP FOUNDATION	Alpha Loop Foundation MOU for website	Development Authority	\$ 20,000.00
ALPHARETTA	HOTEL/MOTEL TAX	General Government	\$ 310,924.44
ALPHARETTA	HOTEL/MOTEL TAX	General Government	\$ 275,372.34
ALPHARETTA POLICE DEPARTMENT	EVIDENCE FUNDS	Public Safety	\$ 5,630.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 32,562.50
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 9,000.00
AMERICAN SIGNAL CO	SIGNS, MESSAGE, COMPUTERIZED	Public Works	\$ 25,373.94
AMT FLEET SERVICES	VEHICLE REPAIR & MAINTENANCE	Public Works	\$ 7,432.56
ANIMAL CONTROL	ANIMAL TRAPPING SERVICES	Public Works	\$ 15,065.67
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 19,032.90
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 19,033.35
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 25,551.25
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Public Works	\$ 25,075.10
BELL FUND VII AVALON	PROPERTY PURCHASE	Public Works	\$ 114,806.00
CAMBRIDGE INVESTMENT	CONSULTING FEE	Finance	\$ 8,551.46
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 6,878.26



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2023

Vendor	Description	Department	\$ Amount
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 17,908.62
CASE SYSTEMS INC	EMERGENCY RADIO/TELEPHONE SYSTEMS (411, 911 ETC.)	Rec., Parks & Cultural Svcs	\$ 13,800.00
CENTER FOR PUBLIC SAFETY MANAGEMENT	PROFESSIONAL SERVICES (NOT OTHERWISE CLASSIFIED)	City Administration	\$ 25,000.00
CITY OF MILTON	LEASE-COURTROOM IGA-JANUARY 2023	Municipal Court	\$ 6,775.00
CITY OF ROSWELL	FIREMAN TRAINING AND INSTRUCTIONAL AIDS AND MATERIALS	Public Safety	\$ 56,297.81
CITY OF SANDY SPRING	IGA LOST MGMT & CONSULTING FEES	Legal Services	\$ 7,866.75
CMES	RETAINAGE PAYABLE CONTRACT 19-007	Public Works	\$ 206,826.29
COLUMBIA ENGINEERING	DESIGNING SERVICES	Public Works	\$ 37,250.00
COLUMBIA ENGINEERING	DESIGNING SERVICES	Various Departments	\$ 5,782.00
COMPASS LENDER LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 6,821.34
DALYS TRUCK DRIVING	DRIVER'S LICENSE SERVICES	Public Works	\$ 8,650.00
DATA MEDIA ASSOCIATE	BUSINESS LICENSE RENEWALS	Finance	\$ 8,939.88
DIAMONDROCK HOSPITAL	CURRENT YEAR PROPERTY TAXES	General Government	\$ 17,574.30
DIX.HITE + PARTNERS	DESIGNING SERVICES	Rec., Parks & Cultural Svcs	\$ 57,031.00
DOCUSIGN INC	SOFTWARE MAINTENANCE/SUPPORT 12/01/22-11/30/23	Various Departments	\$ 11,040.00
ECOFLO INC	HAZARDOUS MATERIAL AND WASTE SERVICES	Finance	\$ 14,239.03
ECOFLO INC	HAZARDOUS MATERIAL AND WASTE SERVICES	Finance	\$ 7,474.03
EMERGENCY CARE MEDICAL GROUP PC	PROFESSIONAL MEDICAL SERVICES (INCLUDING PHYSICIAN)	Public Safety	\$ 31,500.00
ESIS INC	CLAIMS (WORKERS COMP)	Risk Management	\$ 17,324.56
EXCELLERE CONSTRUCTION	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 270,621.67
F7 NWO LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 8,492.98
FIRESIDE NATURAL GAS	NATURAL GAS UTILITIES	Various Departments	\$ 7,290.86
FULTON COUNTY BOARD OF COMMISSIONERS	DEC 2022 LVAP	Public Safety	\$ 7,656.70
FULTON COUNTY BOARD OF EDUCATION	DECEMBER 2022 FUEL BILL	General Government	\$ 36,931.45
FULTON COUNTY BOARD OF EDUCATION	UTILITY SERVICES, ELECTRIC	Rec., Parks & Cultural Svcs	\$ 13,739.00
FULTON COUNTY SUPERIOR COURT	CAFN 2017CV295313; WINDWARD TRIPLE LEFTS	Public Works	\$ 1,207,200.00
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 5,783.58
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 10,205.91



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2023

Vendor	Description	Department	\$ Amount
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 5,928.87
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 15,065.83
GEORGIA MUNICIPAL ASSOCIATION	MEMBERSHIP DUES-MEMBER #5	City Administration	\$ 20,273.09
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 163,920.37
GEORGIA SUPERIOR COURT	MUNICIPAL COURT FINES	Public Safety	\$ 52,794.26
GREATER NORTH FULTON CHAMBER COMMERCE	Yearly sponsorship/membership fee for GN FCC	Community Development	\$ 5,000.00
GREG MALCOLM & ASSOCIATES	Updated appraisal reports	Public Works	\$ 17,500.00
GULF STATES	AMMUNITION	Public Safety	\$ 11,798.55
HARE KRISHNA ALPHARE	CURRENT YEAR PROPERTY TAXES	General Government	\$ 7,684.07
HORSE & PLOW LANDSCAPING	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE)	Rec., Parks & Cultural Svcs	\$ 30,000.00
INTEGRATED CONSTR	CONSTRUCTION, HIKE AND BIKE TRAIL	Public Works	\$ 326,000.15
IPR SOUTHEAST LLC	PIPE AND PIPE FITTINGS MAINTENANCE	Public Works	\$ 25,225.38
J.G. LEONE ENTERPRIS	PARK AREA CONSTRUCTION/RENOVATION	Various Departments	\$ 85,820.73
JARRARD & DAVIS	DECEMBER 2022 SERVICES	Legal Services	\$ 113,591.72
JONES LANG LASALLE AMERICAS INC	APPRAISAL SERVICES, REAL ESTATE	General Government	\$ 5,000.00
JOURNAL TECHNOLOGIES	DATABASE SOFTWARE	Municipal Court	\$ 45,000.00
KEYBANK RE CAPITAL	CURRENT YEAR PROPERTY TAXES	General Government	\$ 6,587.20
KIMLEY-HORN & ASSOCIATES	ANALYTICAL STUDIES AND SURVEYS (CONSULTING)	Community Development	\$ 43,000.00
KRAUSE FAMILY FORD	VEHICLE REPAIRS	Risk Management	\$ 5,668.47
LADE-DANLAR INC	STREET LIGHT POLES AND STANDARDS	Public Works	\$ 9,364.75
LADE-DANLAR INC	STREET LIGHT POLES AND STANDARDS	Public Works	\$ 6,385.14
LARRY EVANS TRUCKING	AGGREGATE, CONCRETE OR STONE PRODUCTS	Rec., Parks & Cultural Svcs	\$ 6,561.40
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Svcs	\$ 30,872.29
LEA ALPHARETTA GROUP	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,450.08
LESLIE SHIRLEY	PROPERTY PURCHASE	Public Works	\$ 6,155.00
MAYFAIR AT WEBB BRIDGE	CURRENT YEAR PROPERTY TAXES	General Government	\$ 6,298.15
MELTWATER NEWS US	MELTWATER MEDIA MONITORING SUITE	Community Development	\$ 5,000.00
METLIFE INVESTMENT	CURRENT YEAR PROPERTY TAXES	General Government	\$ 8,858.45



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2023

Vendor	Description	Department	\$ Amount
METLIFE INVESTMENT	CURRENT YEAR PROPERTY TAXES	General Government	\$ 10,795.05
METLIFE INVESTMENT	CURRENT YEAR PROPERTY TAXES	General Government	\$ 6,230.01
MG ROAD LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,348.19
MOFFATT & NICHOL	DESIGNING SERVICES	Various Departments	\$ 64,245.74
NEOGOV	SOFTWARE MAINTENANCE/SUPPORT	Human Resources	\$ 7,162.65
NORTH FULTON REGIONAL RADIO SYS. AUTH.	RADIO FREQUENCY ACCESS SERVICES	Various Departments	\$ 95,136.20
NPMC RETAIL LC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 8,899.85
ORKIN & ASSOCIATES	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,302.19
PEACE OFFICER'S ANNUITY & BENEFIT FUND	MUNICIPAL COURT FINES	Public Safety	\$ 35,393.96
PLAYSOUTH, LLC	PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)	Rec., Parks & Cultural Svcs	\$ 8,485.00
POND & COMPANY	DESIGN BUILD SERVICES	Public Works	\$ 24,581.65
PRIME CONTRACTORS	BUILDING CONSTRUCTION, NON-RESIDENTIAL (OFFICE BLDINGS)	Various Departments	\$ 100,000.00
PSC HOLDINGS ALPHARETTA	CASH MAINTENANCE BOND	General Government	\$ 25,468.93
RES ASTER LLC	WETLAND DELINEATIONS (INCL. ASSESSMENTS)	Public Works	\$ 240,000.00
RUPPERT LANDSCAPE	LANDSCAPING (INCLUDING DESIGN)	Public Works	\$ 7,081.08
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 57,343.66
SANCTUARY ACQUISITION	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,476.87
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 37,803.88
SHARPSHOOTERS USA	TACTICAL RANGE USE	Public Safety	\$ 7,841.25
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	\$ 22,141.34
SIGNARAMA	SIGNS, MISCELLANEOUS (NOT OTHERWISE CLASSIFIED)	Rec., Parks & Cultural Svcs	\$ 9,870.80
SLAM MECHANICAL LLC	PLUMBING MAINTENANCE AND REPAIR	Rec., Parks & Cultural Svcs	\$ 16,420.12
SLAM MECHANICAL LLC	FACILITY REPAIR & MAINTENANCE	Public Works	\$ 6,025.00
SPRINTURF	TURF, ARTIFICIAL, INDOOR AND OUTDOOR	Rec., Parks & Cultural Svcs	\$ 105,620.25
STEPHEN A. LASER ASS	PSYCHOLOGISTS/PSYCHOLOGICAL AND PSYCHIATRIC SERVICES	Human Resources	\$ 5,175.00
SWVP ALPHARETTA LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 7,481.44
TACTICAL ELECTRONICS	SURVEILLANCE CAMERAS AND COUNTER-SURVEILLANCE EQUIPMENT	Public Safety	\$ 18,965.32
TARGET SOLUTIONS	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 6,429.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2023

Vendor	Description	Department	\$ Amount
TECH ALPHARETTA	2 MONTHS OF ATC OPERATIONAL FUNDS	Development Authority	\$ 15,833.34
TEMPLE INC	TRAFFIC CONSULTING	Public Works	\$ 5,418.33
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 8,833.19
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS, G	Rec., Parks & Cultural Svcs	\$ 18,369.02
TIOMAN CONSTRUCTION	STRIPING STREETS, PARKING FACILITIES, LANE DIVISION	Public Works	\$ 15,850.00
TRANSPORTATION CONTROL SYSTEMS	TRAFFIC SIGNALS AND EQUIPMENT	Public Works	\$ 6,508.00
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Svcs	\$ 45,795.50
TRUIST BANK	PCARD LIABILITY	General Government	\$ 132,103.14
UNIVERSAL CONCEPTS	PARTY, HOLIDAY, AND EVENT DECORATING SERVICES	Rec., Parks & Cultural Svcs	\$ 51,752.50
VERISTOR SYSTEMS INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 35,560.09
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 15,406.63
WISS JANNEY ELSTNER	CIVIL ENGINEERING	Public Works	\$ 8,200.00
WP HOTEL OWNER LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 18,779.16
YBA SHIRTS INC	CLOTHING: ATHLETIC, CASUAL, DRESS, UNIFORM	Rec., Parks & Cultural Svcs	\$ 19,989.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended January 31, 2023

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000505	PLAYSOUTH, LLC	REC., PARKS & CULTURAL SVCS	\$ 8,485.00	DEMO TIRE SWING AND DEINSTALL DOUBL VOLITO SWING/ROLLER TABLE
23000507	GEORGIA GREEN GROUNDS CARE LLC	PUBLIC WORKS	\$ 18,765.00	ANNUAL LANDSCAPE MAINTENANCE FOR RESTHAVEN CEMETARY
23000511	COMFORT BY DESIGN INC	PUBLIC WORKS	\$ 6,713.11	HVAC REPAIR IN CITY HALL SERVER ROOM 101
23000513	PLAYSOUTH, LLC	REC., PARKS & CULTURAL SVCS	\$ 5,453.98	PROVIDE/INSTALL SLIDE AT WILLS PARK REC CENTER PLAYGROUND
23000515	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	\$ 39,468.00	STORM DRAIN CONSTRUCTION AT WESTSIDE PKWY AND SERENADE WAY
23000521	GOVERNMENTJOBS.COM, INC.	INFORMATION TECHNOLOGY	\$ 7,162.65	NEOGOV EFORMS MODULE SUBSCRIPTION RENEWAL
23000524	CONTROL TECHNOLOGIES, INC	PUBLIC WORKS	\$ 49,731.50	TRAFFIC SIGNAL AND CABINET MATERIALS
23000529	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	\$ 16,599.60	STORM DRAIN CONSTRUCTION - CONCRETE TASK # 2
23000531	POLICE SERVICE DOGS INC	PUBLIC SAFETY	\$ 17,000.00	(1) POLICE SERVICE DOG WITH 12 WEEK BASIC HANDLER COURSE
23000533	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 8,075.00	SURVEYING SERVICES FOR STORM DRAINAGE PROJECT ON HARRIS RD
23000535	RUBBERFORM RECYCLED PRODUCTS, LLC	PUBLIC WORKS	\$ 12,007.48	(15) TRAFFIC CONTROL SPEED CUSHIONS
23000536	GARLAND/DBS INC	PUBLIC WOK	\$ 5,560.00	ROOF MAINTENANCE AND REPAIR AT PUBLIC WORKS FACILITY
23000539	TARGETSOLUTIONS LEARNING LLC	PUBLIC SAFETY	\$ 6,429.00	GUARDIAN TRACKING SOFTWARE SUBSCRIPTION
23000546	JOURNAL TECHNOLOGIES INC.	MUNICIPAL COURT	\$ 45,000.00	E-COURT SOFTWARE ANNUAL FEE AND IMPLEMENTATION COSTS
23000548	ALPHA LOOP FOUNDATION INC	COMMUNITY DEVELOPMENT	\$ 20,000.00	ALPHA LOOP FOUNDATION MOU FOR WEBSITE CREATION
23000550	EMERGENCY CARE MEDICAL GROUP PC	PUBLIC SAFETY	\$ 31,500.00	MEDICAL DIRECTOR STIPEND
23000555	SLAM MECHANICAL LLC	PUBLIC WORKS	\$ 6,255.00	INNOVATION ACADEMY FOOTBALL FIELD RESTROOM LEAK REPAIRS
23000556	DOCUSIGN INC	FINANCE	\$ 11,040.00	DOCUSIGN ESIGNATURE SOFTWARE AND SUPPORT
23000557	GULF STATES DISTRIBUTORS INC	PUBLIC SAFETY	\$ 11,798.55	AMMUNITION FOR TRAINING
23000561	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	\$ 9,514.37	MAG LOCKS ON RESTROOMS AT PARKING DECK/NORTH POINT PARK
23000562	REVALCA KIDS LLC	REC., PARKS & CULTURAL SVCS	\$ 11,268.75	INSTRUCTOR FOR ART CLASSES
23000565	DELL MARKETING LP	PUBLIC SAFETY	\$ 17,167.53	(6) LAPTOPS/(7) DOCKING STATIONS FOR (6) NEW POSITIONS
23000566	CDW LLC	PUBLIC SAFETY	\$ 8,100.00	(5) ADDITIONAL ZENDESK SOFTWARE LICENSES
23000570	SOUTHERN COMPUTER WAREHOUSE	PUBLIC SAFETY	\$ 6,350.00	(50) USB-C ADAPTERS

City of Alpharetta
Balance Sheet
Governmental Funds
January 31, 2023

	Major Governmental Funds							Non-Major	Total
	General	Capital	Capital	2016	2022	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
ASSETS									
Cash / Cash Equivalents / Investments	\$ 50,294,616	\$ 11,828,964	\$ (1,023,069)	\$ (37,046)	\$ 29,507,552	\$ 39,242,926	\$ 9,993,479	\$ 21,463,724	\$ 161,271,145
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	1,424,893	-	-	-	-	-	-	-	1,424,893
Other Taxes	1,003,292	-	-	-	-	-	-	-	1,003,292
Interest	-	-	-	-	-	-	-	521	521
Accounts	-	-	-	-	-	-	-	294,691	294,691
Due from Other Funds	34,968	-	-	-	-	-	-	1,186	36,154
Intergovernmental Receivable	15,143	268,744	1,316,075	-	-	-	-	-	1,599,963
Cash - Restricted	82,085	300,504	-	-	-	-	-	-	382,590
Total Assets	52,854,997	12,398,212	293,006	(37,046)	29,507,552	39,242,926	9,993,479	21,760,122	166,013,248
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	375,295	12,869	-	-	57,978	18,050	-	53,468	517,660
Retainage Payable	-	52,457	32,256	7,537	8,189	98,043	30,918	84,723	314,124
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	98,163	-	-	-	-	-	-	-	98,163
Due to Other Funds	-	-	-	-	-	-	-	2,969	2,969
Deferred Revenue	2,489,587	268,744	1,316,075	-	-	-	-	296,398	4,370,804
Unearned Revenue	751,340	-	-	-	-	-	-	3,741,429	4,492,769
Non-Current									
Unclaimed Property	105,106	-	-	-	-	-	-	-	105,106
Claims Payable	20,496	-	-	-	-	-	-	-	20,496
Total Liabilities	3,839,986	334,071	1,348,331	7,537	66,167	116,093	30,918	4,178,987	9,922,091
Fund Balances:									
Restricted for:									
Capital Projects	-	3,933,732	(2,792,443)	(76,995)	25,542,558	27,783,477	(3,120,610)	2,893,218	54,162,936
Law Enforcement	-	-	-	-	-	-	-	98,110	98,110
Emergency Telephone Activities	-	-	-	-	-	-	-	273,760	273,760
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	5,095,095	5,095,095
Promotion of Tourism	-	-	-	-	-	-	-	493,046	493,046
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	106,679	106,679
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,547,818	-	-	-	-	-	-	-	10,547,818
Encumbrances	2,861,457	5,891,214	1,746,297	14,729	3,836,772	10,959,277	13,083,171	6,159,124	44,552,042
Remaining 2023 Net Spend	5,890,366	-	-	-	-	-	-	-	5,890,366
Projected Net Surplus/2025 Capital	10,015,370	-	-	-	-	-	-	-	10,015,370
Unallocated	-	2,239,195	(9,179)	17,682	62,055	384,079	-	2,462,103	5,155,935
Total Fund Balances	49,015,011	12,064,141	(1,055,325)	(44,584)	29,441,385	39,126,833	9,962,561	17,581,135	156,091,157
Total Liabilities and Fund Balances	\$ 52,854,997	\$ 12,398,212	\$ 293,006	\$ (37,046)	\$ 29,507,552	\$ 39,242,926	\$ 9,993,479	\$ 21,760,122	\$ 166,013,248

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended January 31, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	\$ 28,526,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,607,023	\$ 35,133,884
Local Option Sales Tax	11,148,286	-	-	-	-	-	-	-	11,148,286
Transportation SPLOST	-	-	-	-	-	-	7,526,316	-	7,526,316
Other Taxes	8,684,385	-	-	-	-	-	-	4,648,810	13,333,196
Licenses and permits	2,642,206	-	-	-	-	-	-	-	2,642,206
Intergovernmental	71,925	-	947,631	-	-	-	-	476,817	1,496,372
Charges for services	2,269,572	-	-	-	-	-	-	2,074,992	4,344,564
Impact Fees	-	-	-	-	-	-	-	249,556	249,556
Fines/Forfeitures	2,003,474	-	-	-	-	-	-	60,145	2,063,619
Investment earnings (Loss)	464,818	115,091	(1,092)	25,526	512,066	727,984	113,194	159,435	2,117,022
Contributions and Donations	50,340	183,992	-	-	-	-	-	4,496	238,828
Misc Revenue	41,893	-	-	-	-	-	-	-	41,893
Other	-	-	-	-	-	-	-	-	-
Total revenues	55,903,760	299,083	946,539	25,526	512,066	727,984	7,639,511	14,281,274	80,335,741
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	6,840,139	78,980	-	-	-	-	-	2,036,769	8,955,889
Public safety	21,096,106	454,010	66,359	-	-	-	-	3,225,824	24,842,300
Public works	5,289,691	1,337,185	1,852,319	230,480	-	3,190,929	1,325,358	1,198,025	14,423,986
Economic and community development	2,574,298	147,467	231,627	-	-	-	-	-	2,953,393
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	6,566,438	1,492,267	-	30,000	346,680	-	-	644,795	9,080,180
Contingency	11,508	-	-	-	-	-	-	-	11,508
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									
Principal	-	-	-	-	-	-	-	-	-
Interest	41,820	-	-	-	-	-	-	2,233,146	2,274,966
Other Costs	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	42,420,001	3,509,909	2,150,305	260,480	346,680	3,190,929	1,325,358	9,338,559	62,542,222
Excess (deficiency) of revenues over (under) expenditures	13,483,759	(3,210,826)	(1,203,766)	(234,954)	165,385	(2,462,945)	6,314,153	4,942,715	17,793,520
OTHER FINANCING SOURCES (USES)									
Transfers in	1,745,304	6,673,217	-	-	-	-	-	2,450,000	10,868,521
Transfers out	(9,123,217)	-	-	-	-	-	-	(1,745,304)	(10,868,521)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	21,045	-	-	-	-	-	-	-	21,045
Sale of non-capital assets	500	400	-	-	-	-	-	-	900
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(7,356,368)	6,673,617	-	-	-	-	-	704,696	21,945
Net change in fund balances	6,127,391	3,462,790	(1,203,766)	(234,954)	165,385	(2,462,945)	6,314,153	5,647,411	17,815,465
Fund balances - beginning	42,887,620	8,601,351	148,441	190,370	29,275,999	41,589,779	3,648,408	11,933,724	138,275,692
Fund balances - ending	\$ 49,015,011	\$ 12,064,141	\$ (1,055,325)	\$ (44,584)	\$ 29,441,385	\$ 39,126,833	\$ 9,962,561	\$ 17,581,135	\$ 156,091,157

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
January 31, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,152,754	\$ 4,775,397	\$ 286,506	\$ 40,858	\$ 182,754	\$ 1,516,500	\$ 3,740,912	\$ 5,885,468	\$ 3,882,574	\$ 21,463,724
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	521	-	-	-	-	-	-	-	-	521
Property Taxes	-	-	-	-	-	-	-	294,691	-	294,691
Intergovernmental Receivable	-	-	-	-	1,186	-	-	-	-	1,186
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,153,276	4,775,397	286,506	40,858	183,940	1,516,500	3,740,912	6,180,159	3,882,574	21,760,122
LIABILITIES										
Accounts Payable	34,950	-	-	-	3,750	12,635	2,000	29	104	53,468
Retainage Payable	30,937	44,356	-	-	-	-	9,430	-	-	84,723
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	2,969	-	-	-	2,969
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	521	-	-	-	1,186	-	-	294,691	-	296,398
Unearned Revenue	-	-	-	-	-	-	3,729,482	11,947	-	3,741,429
Total Liabilities	66,408	44,356	-	-	4,936	15,604	3,740,912	306,667	104	4,178,987
FUND BALANCES										
Restricted:										
Capital Projects	-	3,261,647	-	-	-	-	(2,957,123)	-	2,588,693	2,893,218
Law Enforcement	-	-	57,252	40,858	-	-	-	-	-	98,110
Promotion of Tourism	493,046	-	-	-	-	-	-	-	-	493,046
Emergency Telephone Activities	-	-	-	-	-	273,760	-	-	-	273,760
Debt Service	-	-	-	-	-	-	-	5,095,095	-	5,095,095
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	106,679	-	-	-	-	106,679
Encumbrances	7,800	1,350,922	-	-	51,650	570,715	2,957,123	-	1,220,914	6,159,124
Unallocated	586,022	118,471	229,254	-	20,675	656,421	-	778,397	72,863	2,462,103
Total Fund Balances	1,086,868	4,731,041	286,506	40,858	179,004	1,500,896	-	5,873,492	3,882,470	17,581,135
Total Liabilities and Fund Balances	\$ 1,153,276	\$ 4,775,397	\$ 286,506	\$ 40,858	\$ 183,940	\$ 1,516,500	\$ 3,740,912	\$ 6,180,159	\$ 3,882,574	\$ 21,760,122

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended January 31, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 4,648,810	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 4,648,810
Property tax	-	-	-	-	-	-	-	6,607,023	-	6,607,023
Charges for Service	-	-	-	-	90,165	1,984,827	-	-	-	2,074,992
Impact Fees	-	249,556	-	-	-	-	-	-	-	249,556
Forfeiture Income	-	-	44,583	15,562	-	-	-	-	-	60,145
Intergovernmental	-	-	-	-	7,299	-	469,518	-	-	476,817
Contributions & Donations	-	-	-	-	-	-	-	-	4,496	4,496
Investment Earnings (Loss)	12,181	47,656	-	-	1,495	12,400	-	50,903	34,799	159,435
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	4,660,991	297,212	44,583	15,562	98,959	1,997,228	469,518	6,657,926	39,295	14,281,274
EXPENDITURES:										
Tourism	2,033,854	-	-	-	-	-	-	-	-	2,033,854
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	577,617	49,410	-	-	16,660	-	1,108	-	-	644,795
Public Safety	-	18,690	60,987	12,771	20,308	3,113,068	-	-	-	3,225,824
Public Works	-	401,347	-	-	-	-	468,410	4,750	323,517	1,198,025
General Government	2,915	-	-	-	-	-	-	-	-	2,915
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	357,606	-	-	-	-	-	-	1,875,540	-	2,233,146
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	2,971,993	469,447	60,987	12,771	36,968	3,113,068	469,518	1,880,290	323,517	9,338,559
Excess (deficiency) of revenues over expenditures	1,688,999	(172,236)	(16,404)	2,791	61,991	(1,115,841)	-	4,777,636	(284,222)	4,942,715
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(1,745,304)	-	-	-	-	-	-	-	2,450,000	704,696
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(1,745,304)	-	-	-	-	-	-	-	2,450,000	704,696
Net change in fund balances	(56,305)	(172,236)	(16,404)	2,791	61,991	(1,115,841)	-	4,777,636	2,165,778	5,647,411
Fund balances - beginning	1,143,173	4,903,276	302,910	38,067	117,014	2,616,737	-	1,095,856	1,716,692	11,933,724
Fund balances - ending	\$ 1,086,868	\$ 4,731,041	\$ 286,506	\$ 40,858	\$ 179,004	\$ 1,500,896	-	\$ 5,873,492	\$ 3,882,470	\$ 17,581,135

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
January 31, 2023

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,352,659
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	47,196
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,399,855</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,399,855</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	715
Accounts Payable/ Customer Credit Balances	62,072
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	5,965
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>68,752</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>68,752</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,331,103
Total Net Assets	<u>1,331,103</u>
Total Liabilities & Net Assets	<u>\$ 1,399,855</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended January 31, 2023

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 3,895,529
Misc Revenue	1,405
Total operating revenues	<u>3,896,934</u>
Operating expenses:	
Administration	5,920,490
Non-departmental	-
Total operating expenses	<u>5,920,490</u>
Operating Gain (loss)	(2,023,556)
Non-operating revenues (expenses):	
Investment earnings (Loss)	3,582
Total non-operating revenue (expenses)	<u>3,582</u>
Income (loss) before transfers	(2,019,974)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(2,019,974)
Total net assets-beginning	<u>115,976</u>
Total net assets-ending (net of encumbrances)	<u>(1,903,998)</u>
Adjustments to GAAP basis:	
Encumbrances	3,235,101
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,331,103</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of January 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ 234,750	\$ 234,750		\$ -
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2) 99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	7,061		16,639
	subtotal	\$ 353,450	\$ 336,811		\$ 16,639
(1) 99575100-395000	Carryforward Fund Balance	\$ 214,749	\$ -		\$ 214,749
	subtotal	\$ 214,749	\$ -		\$ 214,749
	Total	\$ 568,199	\$ 336,811		\$ 231,388
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	63,333	31,667	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
99575100-544100-C2210	Downtown Economic Development Initiative	60,000	40,000	-	20,000
99575100-544100-C2312	AlphaLoop Foundation MOU (website creation)	20,000	20,000	-	-
99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	20,000	-	-	20,000
	subtotal	\$ 285,948	\$ 123,333	\$ 31,667	\$ 130,948
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 12,000	\$ 3,729	\$ 3,750	\$ 4,521
(2) 99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	523	-	577
(2) 99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	600	751	-	(151)
(2) 99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	2,455	-	2,545
(2) 99575100-531230-C1535	Innovation Center Operations (Electricity)	5,000	1,998	-	3,002
	subtotal	\$ 23,700	\$ 9,456	\$ 3,750	\$ 10,494
99575100-579000	Reserve	\$ 258,551	\$ -	\$ -	\$ 258,551
	Total	\$ 568,199	\$ 132,789	\$ 35,417	\$ 399,993

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of January 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 214,749		
Revenues collected to date			336,811		
Expenditures incurred to date			(132,789)		
Fund Balance (current)			\$ 418,771		
Forecasted revenue collections			2,395		
Fund Balance (forecasted)			\$ 421,166		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 162,615		
Spendable (available for investment by the Board)*			258,551		
			\$ 421,166		

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

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
January 31, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 419,862
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-

Total Assets	419,862
---------------------	----------------

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	1,091
Total Current Liabilities	1,091

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	1,091

Fund Balance

Restricted	162,615
Unallocated	256,156
Total Fund Balance	418,771

Total Liabilities & Fund Balance	\$ 419,862
----------------------------------	-------------------

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended January 31, 2023

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 7,061
State Grant	-
Fees	234,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	<u><u>336,811</u></u>
Expenditures	
Economic Development	155,000
Maintenance Contracts	7,479
Donation to private source	-
Utilities - Miscellaneous	5,727
Debt Service:	
Principal	-
Interest	-
Total Expenditures	<u><u>168,206</u></u>
Excess (deficiency) of revenues over (under) expenditures	168,605
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	168,605
Fund Balance, Beginning of Year	<u><u>214,749</u></u>
Encumbrances	35,417
Fund Balance, End of Year	<u><u>418,771</u></u>





CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CLUP-23-01/Z-23-05/V-23-02 133 CUMMING STREET

CITY COUNCIL: MARCH 20, 2023

This item was considered at the 3/2/2023 Planning Commission meeting. Staff recommended approval subject to 15 conditions. There were public comments with one (1) in support of the request and a few in opposition with concerns over width of Cricket Lane, on-street parking, Gardner House should be residential, stream buffer lot could be pocket park, Lot 2 home too large, and need a greater setback on Cricket Lane. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and amending condition #15 and adding a new condition addressing parking of construction vehicles. Vote 7-0

II. RECOMMENDATION:

Approve CLUP-23-01/Z-23-05/V-23-02 133 Cumming Street, subject to the following conditions:

1. The 1.76-acre property shall be zoned DT-R and site shall be subdivided and developed substantially similar to the site plan prepared by AEC, revised 3/17/23, except for modifications required to comply with the conditions below.
2. The comprehensive land use plan designation of the property shall be 'Downtown Residential Density'.
3. Residential density shall not exceed 1.14 dwelling units per acre.
4. Architecture and materials shall be developed substantially similar to the submitted renderings, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB.
5. Gardner House shall be limited to a single-family detached home and shall be saved, restored, and designated under the City's Historic Preservation Incentive Ordinance. Restoration shall be completed by the 1st CO. Exterior modifications and additions to the historic structure, accessory structures, and walls and fencing shall be consistent with the architectural style of the Gardner House, subject to review by the City's Downtown Consultant and approval of a certificate of appropriateness by the Historic Preservation Commission.
6. Minimum building setbacks shall be as depicted on the site plan prepared by AEC, revised 3/17/23, except that a minimum 20' front setback shall be provided along Cricket Lane.
7. Developer shall dedicate a 30' half width right-of-way on Cricket Lane improved with a minimum 6' planter planted with street trees, minimum 6' sidewalk, 8' on-street parallel parking, 10' travel lane, and decorative pedestrian lighting, as approved by Staff.
8. Developer shall dedicate a 30' half width right-of-way on Cumming Street improved with a minimum 6' planter planted with street trees, minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.
9. Utility cuts in the public right-of-way required for the proposed development shall be repaved for the entire width of the street with repaved area flush with surrounding pavement.
10. Minimum 10' landscape strip shall be provided along Cumming Street and Cricket Lane planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
11. Retaining walls shall be clad with a decorative brick or stone finish, as approved by DRB.
12. Walls and fencing visible from the public right-of-way shall be brick, stone, and/or decorative black metal fencing, as approved by DRB. Walls and fencing shall not be located in the public right-of-way.
13. Developer shall save the following specimen trees: #6 (30" Loblolly Pine), #8 (32" Southern Red Oak), #9 (29" Southern Red Oak), #10 (30" Yellow Poplar), #12 (32" Yellow Poplar) and #13 (24" Red Maple). Construction within the CRZ of saved trees shall be limited to no more than 20% encroachment and shall be accomplished using innovative techniques to bridge over the root zones, as approved by Staff. Demolition and construction within the CRZ of specimen trees shall be completed under the supervision of an ISA Certified Arborist.
14. Develop shall save additional trees of quality and tree groupings, as approved by Staff.

15. Stream buffer encroachment shall be as depicted on the site plan prepared by AEC, revised 2/23/23.
16. To mitigate stream buffer impacts, developer shall comply with all of the following measures, as approved by Staff:
 - a. Provide 50% or more additional runoff reduction or water quality volume above the standard city requirements.
 - b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment/impact. These can include, removing fallen trees from inside the stream bed that are impeding flow, planting eroded or sparsely vegetated areas of stream banks with live stakes, adding enhanced buffer plantings where sparsely vegetated, and removing invasive vines; and
 - c. Streambank stabilization.
 - d. Obtain any necessary state and federal approvals for the stream and buffer impacts.
 - e. Or alternative mitigation measures, as approved by Staff.
17. Construction vehicles shall be located on the private property.

III. REPORT IN BRIEF:

The applicant, Madewell Homes, is requesting a comprehensive land use plan amendment, rezoning and variances to allow for the subdivision a 1.76-acre property into two (2) single-family detached lots in the Downtown Overlay. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Downtown Residential Density' and a rezoning is requested from R-15 (Dwelling, 'For-Sale', Residential) to DT-R (Downtown Residential). Variances are requested to reduce stream buffers and reduce a rear building setback. In conjunction with the lot subdivision, the applicant proposes to save and restore the Gardner House which is on the City's Historic Resources Inventory – Contributing Historic Building. The subject property is located at 133 Cumming Street at the southeast corner of Cricket Lane and Cumming Street.

DISCUSSION

The submitted request, if approved, would allow for the subdivision of a 1.76-acre property into two (2) single-family detached lots in the Downtown Overlay. The proposed density is 1.14 dwelling units per acre. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Downtown Residential Density' and a rezoning is requested from R-15 (Dwelling, 'For-Sale', Residential) to DT-R (Downtown Residential). Variances are requested to reduce stream buffers and reduce a rear building setback. In conjunction with the lot subdivision, the applicant proposes to save and restore the Gardner House which is on the City's Historic Resources Inventory – Contributing Historic Building. The subject property is located at 133 Cumming Street at the southeast corner of Cricket Lane and Cumming Street.

The subject property is zoned to R-15 (Dwelling, 'For-Sale', Residential) and is developed with a one (1) story, 2,316 square foot single-family detached home known as the Gardner House. Surrounding properties are zoned DT-R to the north and west, R-15 to the east and south, and SU (Special Use) to the southeast. Weyhill is located to the north, East of Main Phase 2 is located to the west, two (2) unplatted single-family detached lots to the east and south and Alpharetta Presbyterian Church to the southeast. The west and east sides of Cricket Lane have a future land use designation of 'Downtown Residential Density' and the subject property and three (3) lots to the south are designated 'Low Density Residential'. A comprehensive land use plan amendment is requested in order to apply the DT-R zoning district to the subject property.

As shown in the table below, the applicant requests variances to modify Unified Development Code (UDC) regulations pertaining to stream buffers and to reduce a rear setback in the DT-R district. According to the applicant, existing sewer easements, restoration of the historic structure and land costs are hardships necessitating the requested variances.

Applicant's Variance Requests

UDC Section	Applicant's Request
UDC Appendix A, Subsection 3.8.4 – DT-R Building Placement	Reduce rear setback for Lot 1 from 10' to 5'
UDC Section 3.3.2(D)	Reduce impervious setback and stream buffer on the north side of the perennial stream from 150' to 50' (33% reduction)

The applicant obtained a Nationwide Permit to pipe the perennial stream from the US Army Corps of Engineers (USACoE) and received variance approval from the State to remove the 25' State buffer. The applicant has since revised the initial plan to pipe the stream and now proposes to limit stream buffer encroachments to the north side of the stream. The applicant's current plan depicts the 150' perennial stream buffer and impervious setback on the south side of the stream to remain intact. On the north side of the stream, the buffer is depicted to be reduced from 100' to 35' and the impervious setback is reduced from 50' to fifteen-feet (15'). UDC Subsection 3.3.2(D)(2) requires that requests for stream buffer variances are presented to the City with mitigation to offset the encroachment. According to the applicant, no mitigation is proposed since a 3rd residential lot was removed in order to reduce the impacts to the stream. The City's Stormwater Engineer has reviewed the applicant's request for stream buffer variance and recommends the following mitigation measures to offset the encroachment: provide two-times (2x) the required runoff reduction volume in a variety of best management practices (BMPs), provide enhanced buffer plantings, as well as streambank stabilization.

Stream buffer variances have been approved on nearby properties related to the same stream. In recent years, three (3) new developments (East of Main Phase 2, The 1858, and 145 Cumming Street) have been approved for stream buffer variances along the same stretch of stream. Those stream buffer variances were limited to no more than a 50% reduction (150' to 75') in the stream buffers with on-site mitigation consisting of additional run off reduction measures and buffer enhancements.

SITE PLAN

The applicant's site plan depicts the property being subdivided into two (2) lots, yielding a density of 1.14 dwelling units per acre. Lot 1 is the Gardner House, which is depicted with a lot size of approximately 22,405 square feet (0.51 acres) and has access from Cumming Street. Lot 2 has a lot size of approximately 28,842 square feet (0.66 acres) and has access from Cricket Lane. Lot 2 is depicted to be rear loaded, and Lot 1 is side loaded. The remaining stream buffers are depicted on a separate lot, which is approximately 25,172 square feet (0.58 acres).

The Gardener House is depicted with a ten-foot (10') front setback along Cumming Street, which represents the existing setback of the structure. An addition is proposed on the east side of the Gardner House with a pool and cabana are proposed on the west side of the home. The home on Lot 2 is depicted with an eleven-foot (11') front setback along Cricket Lane. Front setbacks along Cricket Lane vary with the lots to the south having traditional front setbacks between 53' to 61' and the homes directly across Cricket Lane having Downtown setbacks between nineteen-feet (19') to 24'. If approved, the proposed lots should have a minimum twenty-foot (20') setback along Cricket Lane.

A five-foot (5') privacy wall with columns is proposed along the back of sidewalk on Cricket Lane and Cumming Street, as well as between Lots 1 and 2 and along the east property lines of Lots 1 and 2. As a result of additional right-of-way needed along Cricket Lane and Cumming Street, most of the wall is depicted to be in the public right-of-way. The privacy wall is proposed to be brick, stone, wood and black metal. A black vinyl chain link fence is depicted along the south and east property lines of the remaining stream buffer lot. Fencing is permitted within stream buffers as long as it does not obstruct the flow of water. If approved, privacy wall should not be located in the public right-of-way.

A six-foot (6') sidewalk, eight-foot (8') planter and four (4) on-street parallel parking spaces are depicted on Cricket Lane. A four-foot (4') planter and eight-foot (8') sidewalk are depicted on Cumming Street. If approved, a minimum six-foot (6') planter should be provided along Cumming Street in order to accommodate street trees.

The applicant submitted a tree survey and assessment identifying eight (8) specimen trees on the subject property, of which six (6) are located in stream buffers and will not be disturbed. The two (2) specimen trees located outside of stream buffers are not depicted to be saved. However, it appears that the 36" Loblolly Pine at the corner of Cricket Lane and Cumming Street can be saved. Additional trees of quality and tree groupings will be saved in the stream buffers and the applicant proposes enhanced buffer plantings to offset stream buffer encroachments.

The stream running through the middle of the property is depicted with a reduced buffer (35') and impervious setback (15') on the north side of the stream. Stormwater management is not addressed on the site plan.

HISTORICAL SIGNIFICANCE OF THE GARDNER HOUSE

The Gardner House was added to the City's Historic Resources Inventory as a Contributing Historic Building in 2017. A public hearing request to demolish the house was denied in 2019. The property was first owned by Isham Teasley, whom was a member of the prominent Teasley Family from early Alpharetta history. Mr. Teasley also owned the adjacent property to the west, which was the original site of the New Prospect Camp Ground. The Gardner Family acquired the property around 1915 and built the present structure in 1930, owning the property for nearly 50 years. The structure was built in the Folk Victorian style. Local historians from the Alpharetta Historical Society and the City's Historic Preservation Commission (HPC) have provided the following information regarding the Gardner Family:

From Historic Homes in Alpharetta: Our Shining Stars, prepared by the Alpharetta Historical Society:

"Gardner House. Emiline Gardner, widow of John Gardner who died prior to 1900, purchased this property in 1907 (MC Deed Bk I, Pg. 146) House was built by Emiline's son Sherman (OMHGG & ROTP). Exact date is unknown, possibly 1910 - 1915. Cost of construction was less than \$500 (REVUE and News, date NA). US Census show Mrs. Gardner at this location in 1910. It's possible that the Gardner's lived in an older home on this property prior to the construction of the home described above."

From Connie Mashburn, Alpharetta Historic Preservation Commissioner:

"Sherman Gardner was born in Alpharetta around 1880. When his father died at age 36, Sherman dropped out of school at age 13 to support his mother and younger siblings. Around 1915, he cut timber off the 133 Cumming Street property and hauled the logs to Marietta where the logs were cut into lumber. After the lumber was dried and cured, he brought it back to Alpharetta and built the house at 133 Cumming Street. Three of Sherman's sisters became school teachers. He owned and operated a cotton gin located on Milton Avenue just west of the Teasley Place Building. Later in life, Sherman became Alpharetta's police chief."

From Alpharetta, Milton County: The Early Years, prepared by Connie Mashburn:

"W.J. Gardner was Alpharetta School's first Principal in the early 1900's. Sherman Gardner owned one of three Cotton Gins on the north side of Milton Avenue, just east of the Milton High School site. He also served as Police Chief in the 1940's. John Gardner was a volunteer for the Fire Department in the 1950's."

In 2016, Lehigh Homes rezoned the property to the north (Weyhill) from R-15 to DT-R with minimum 7,000 square foot lots. The request represented a change to the future land use designation of the property to allow smaller lots. In conjunction with this request, the applicant agreed to save and restore 122 Cumming Street, which is the O.C. Shirley/Paris House. In 2017, The Providence Group restored the 1,890 square foot Ben Manning House at the corner of Academy Street and Cricket Lane (East of Main), which was in very poor condition having sat vacant

for approximately ten (10) to twelve (12) years. According to The Providence Group, the restoration was completed for approximately \$300,000.

RENDERINGS

Renderings were submitted depicting the two (2) homes. Renderings of the Gardner House depict a two (2) story addition on the east side of the home, which includes a four (4) car garage. The new home on Lot 2 is depicted to be two (2) stories with a brick exterior and a seven (7) car garage. The City's Downtown Consultant reviewed the applicant's renderings and believes the concept is in compliance with the Downtown building regulations.

STANDARDS FOR COMPREHENSIVE LAND USE PLAN AMENDMENTS

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

Response: Not applicable.

B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

Response: The applicant's proposal is consistent with the future land use designation of the properties on the west side of Cricket Lane. In addition, the proposal saves a historic structure and limits impacts to the on-site stream. However, stream buffer encroachments should be offset with appropriate mitigation measures.

C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

Response: The proposal would not increase residential density above that allowed in the current future land use designation of the property. The proposed amendment allows for the use of Downtown zoning, which has reduced building setbacks and increased lot coverage.

D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Response: The proposed amendment would not negatively impact public health, safety and welfare, if the stream buffer encroachments are offset with appropriate mitigation measures.

E. The extent to which additional land area is needed to be developed for a specific type of use.

Response: Additional housing opportunities are needed in the City and in Downtown.

F. The extent to which area demographics or projections are not occurring as projected.

Response: Not applicable.

STANDARDS FOR ZONING CHANGES

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

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

Response: The proposal will permit a use and density that is consistent with the zoning use and development of adjacent and nearby properties. The applicant is requesting the same Downtown zoning district, DT-R, as the properties to the west and southwest.

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

Response: Surrounding properties are primarily developed with single-family residential uses. The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, if a greater front setback is provided along Cricket Lane and appropriate stream buffer mitigation is provided to offset impacts to the stream buffers.

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

Response: The zoning proposal should not have significant impacts on the natural environment if appropriate stream buffer mitigation is provided to offset impacts to the stream buffers.

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

Response: The applicant's proposal allows for the use of Downtown zoning, which has reduced building setbacks and increased lot coverage. The greater flexibility provided in the Downtown development regulations allow the applicant to save and restore the historic home while limiting impacts to the on-site stream.

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

Response: The zoning proposal would not cause an excessive burden on public facilities and services, if appropriate stream buffer mitigation is provided to offset impacts to the stream buffers. The requested rezoning would allow for one (1) additional single-family detached lot.

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

Response: The zoning proposal allows for reduced building setbacks and increased lot coverage, which provides the applicant with greater flexibility in order to save and restore the historic structure while limiting impacts to the on-site stream.

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

Response: The zoning proposal reflects a reasonable balance allowing the applicant to save and restore a historic structure. If approved, a greater front setback should be provided along Cricket Lane and appropriate stream buffer mitigation should be provided to offset impacts to the stream buffers.

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

Response: The applicant's proposal allows for the use of Downtown zoning, which has reduced building setbacks and increased lot coverage. The greater flexibility provided in the Downtown development regulations allow the applicant to save and restore the historic home while limiting impacts to the on-site stream.

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

Response: The comprehensive land use plan designation of the property is 'Low Density Residential', which requires an amendment to allow the proposed Downtown zoning district.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted upon a finding that":

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

Response: There are extraordinary and exceptional conditions pertaining to the property as it relates to its topography. However, the requested variances are related to preservation of the historic Gardner House.

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

Response: Application of the ordinance would not allow the proposed subdivision of the property. The current proposal represents a compromise allowing for the preservation of the historic structure while limiting impacts to the on-site stream. If approved, appropriate stream buffer mitigation should be provided to offset impacts to the stream.

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

Response: There are conditions that are peculiar to the property, including the presence of a contributing historic structure, as well as a perennial stream. Variances have been approved on adjacent and nearby properties to allow up to a 50% reduction in the stream buffer, of which the applicant proposes a 33% reduction in the overall stream buffer. If approved, appropriate stream buffer mitigation should be provided to offset impacts to the stream.

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

Response: Approval of the applicant's proposal would not cause a substantial detriment to the public good, if appropriate stream buffer mitigation is provided to offset impacts to the stream. Protection of historic assets, such as the Gardner House, is important to maintain the traditional character and heritage of the community. In addition, variances have been approved on adjacent and nearby properties allowing up to a 50% reduction in the stream buffers, of which the applicant proposes a 33% reduction.

CONCURRENCES

Staff reviewed the applicant's proposal against the established review criteria for a comprehensive land use plan amendment, rezoning and variance. The proposed residential density is consistent with a 'Low Density Residential'

future land use designation and the greater flexibility provided in the Downtown development regulations allow the applicant to save and restore the historic home while limiting impacts to the on-site stream. If approved, a greater front setback should be provided along Cricket Lane and the privacy wall should not be placed in the public right-of-way.

The property has exceptional conditions due to the presence of a historic structure and on-site perennial stream. Preservation of historic assets, such as the Gardner House, is important to maintain the traditional character and heritage of the community. The proposed stream buffer reduction is less than stream buffer variances approved on adjacent and nearby properties in the last few years. If approved, appropriate stream buffer mitigation should be provided to offset impacts to the stream.

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 several public comments have been received, including concerns over the width of Cricket Lane and adding on-street parking to the street, setbacks along Cricket Lane should be consistent with surrounding properties, home sizes, stormwater runoff, and impacts to trees and the stream.

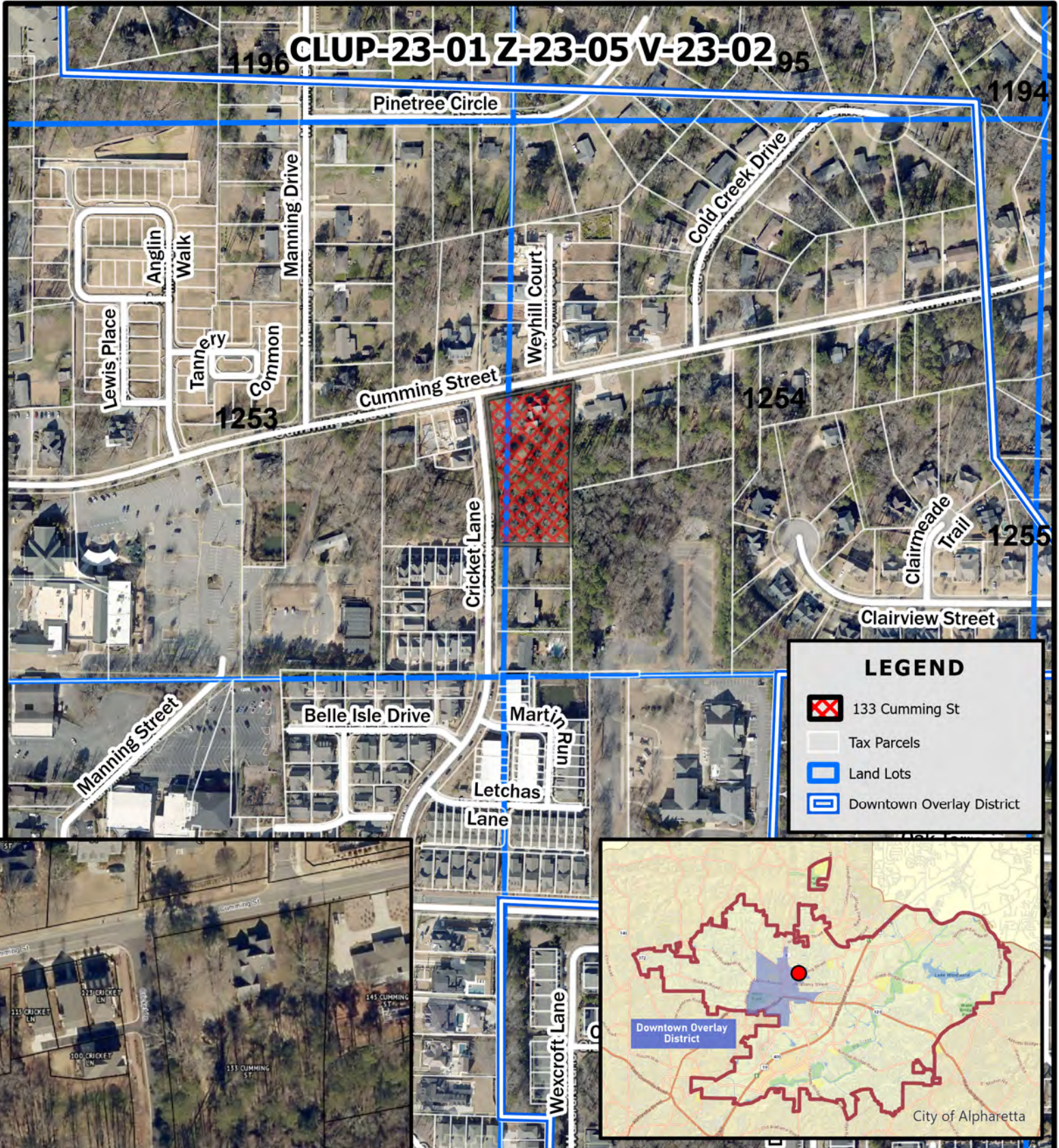
COMMUNITY ZONING INFORMATION MEETING (CZIM)

CZIM was held on January 11, 2023. There were several public comments with concerns over setbacks along Cricket Lane being inconsistent with surrounding development, width of Cricket Lane too narrow, Lot 2 home size is too large, adding on-street parking along Cricket Lane, maintain natural foliage around stream, impacts to the stream and tree canopy, and ensuring that appropriate stormwater is provided.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Latest Site Plan
- CZIM Sign-In Sheet
- Citizen Part B
- Public Comment
- Application

1196 **CLUP-23-01 Z-23-05 V-23-02** 95



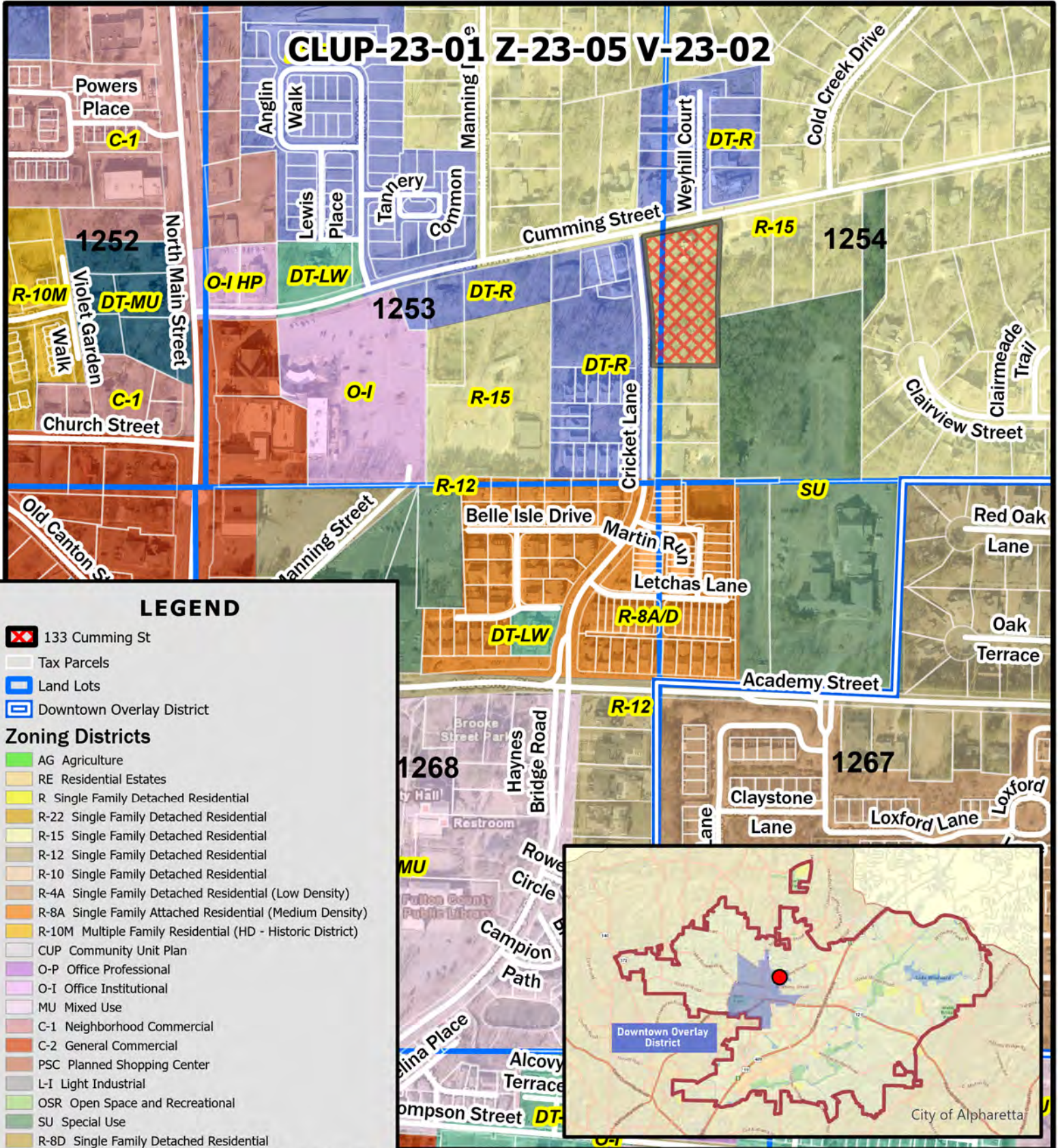
CLUP-23-01 Z-23-05 V-23-02
D/LL: 2/2/1253, 1254
PC: 2/02/23
CC: 2/27/23



Aerial Map
133 Cumming Street

Location Map Provided by:
Community Development - GIS
Page 73 of 759

CLUP-23-01 Z-23-05 V-23-02

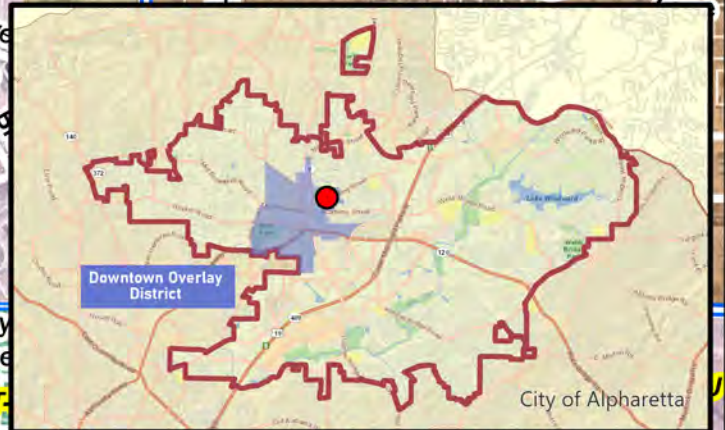


LEGEND

- 133 Cumming St
- Tax Parcels
- Land Lots
- Downtown 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



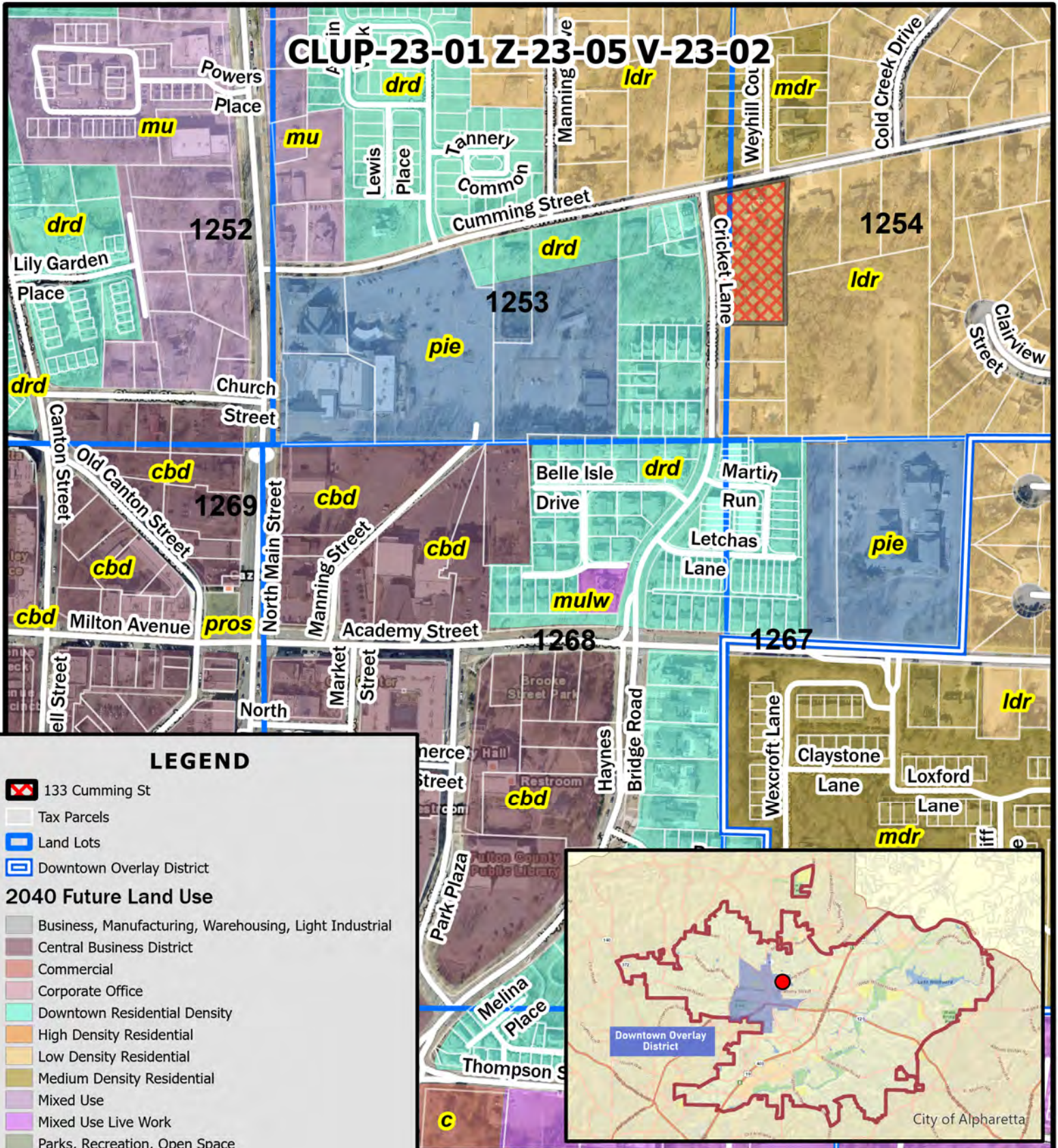
CLUP-23-01 Z-23-05 V-23-02

D/LL: 2/2/1253, 1254

PC: 2/02/23

CC: 2/27/23

CLUP-23-01 Z-23-05 V-23-02



LEGEND

133 Cumming St

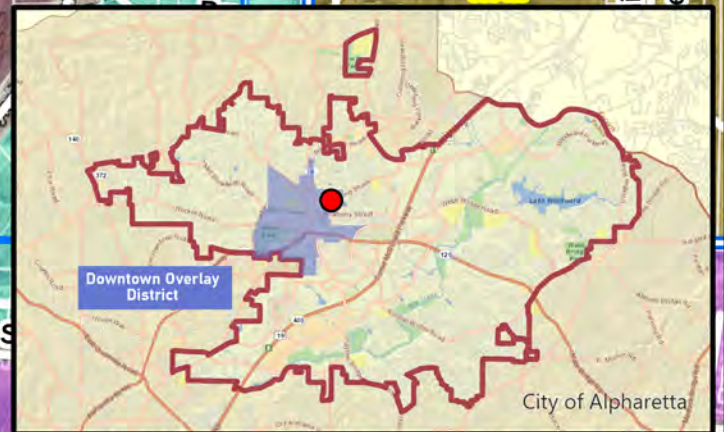
Tax Parcels

Land Lots

Downtown Overlay District

2040 Future Land Use

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



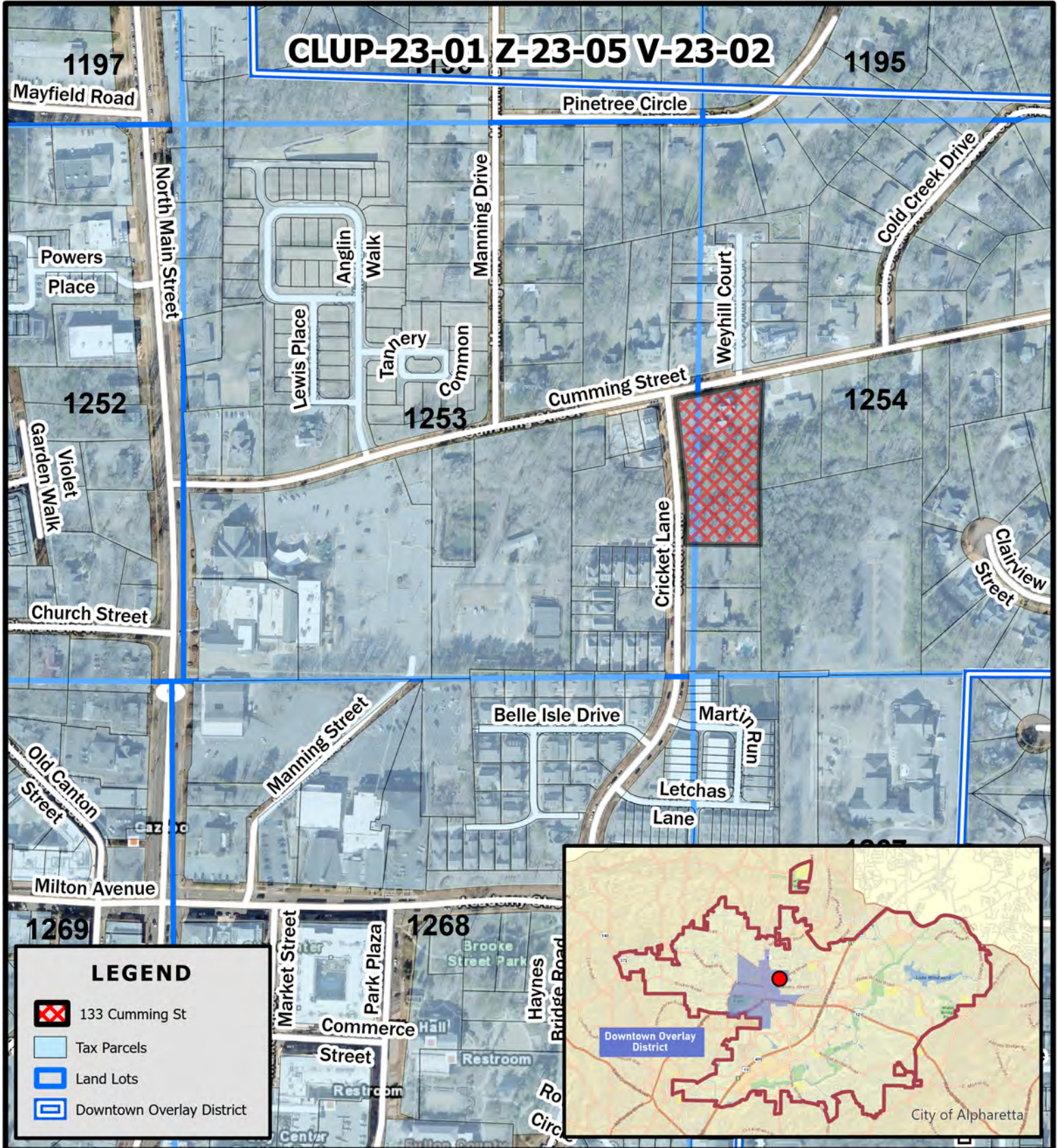
CLUP-23-01 Z-23-05 V-23-02

D/LL: 2/2/1253, 1254

PC: 2/02/23

CC: 2/27/23

CLUP-23-01 Z-23-05 V-23-02



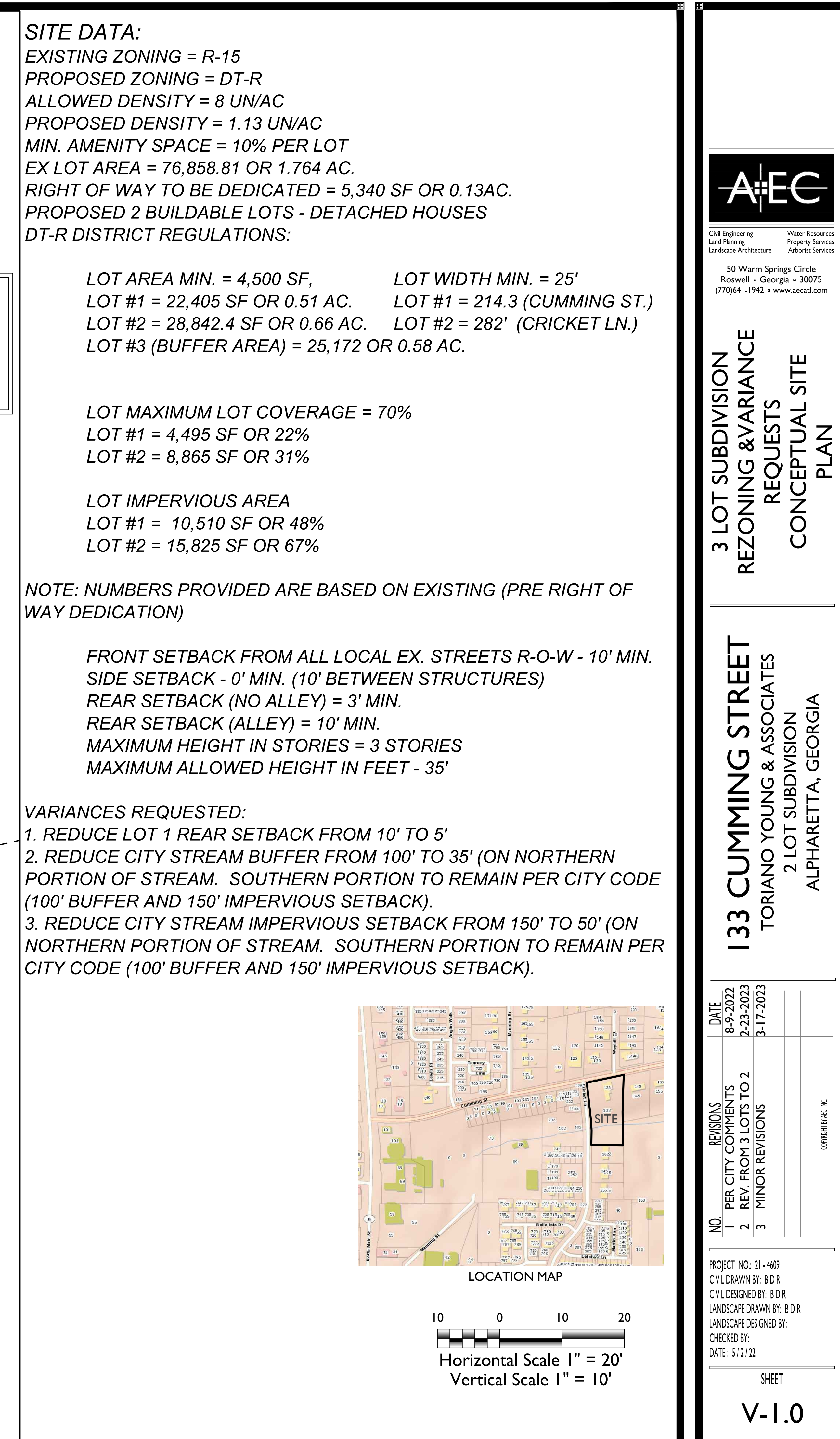
CLUP-23-01 Z-23-05 V-23-02

D/LL: 2/2/1253, 1254

PC: 2/02/23

CC: 2/27/23

Location Map 133 Cumming Street



Community Zoning Information Meeting (CZIM)

January 11, 2023

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

CLUP-23-01/Z-23-05/V-23-02 / 133 Cumming Street

NAME	ADDRESS	COMMENTS
STEVEN WARDROP	9560 OLD PRESERVE TRAIL BALL COUNTRY LN 30107	SWARDROP@ALPHARETTA, GA. US REPRESENTING: ALPHARETTA PRESBYTERIAN CHURCH
MARCELO SALVATIERRA ANNE CINTRON	146 WEXHILL CT. ALPHARETTA	ALL SETBACK REQUESTS ARE MORE THAN 50% OF EXISTING, IS THAT CUSTOMARY?
Jim Dickey	255.00101 - Alpharetta.	LOT 2 - should BEHIND in note w/ THE REST OF CRICKET - Front too close to side walk.

Community Zoning Information Meeting (CZIM)

January 11, 2023

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

CLUP-23-01/Z-23-05/V-23-02 / 133 Cumming Street

NAME	ADDRESS	COMMENTS
John Hildreth	120 CRICKET LN. ALPHARETTA	Please keep me posted on future mtgs. Right now I am most concerned about width of Cricket Lane as intersects w/ Cumming
Jennifer Pinky	250 Cricket Lane Alpharetta, GA	The setbacks are significantly lower than all surrounding. How are parking spaces on right side going to work? Street is very dangerous now, esp there send
Wendy Karabin	707 Belle Isle Drive Alpharetta, GA	Concerned with width of Cricket, along w/ the parking. Keep nature/foliage around the riverbed. Other builders were not given
Andrei Killo	285 Cricket Lane Alpharetta, GA	Concessions on variances, why should this builder?
Andrei Killo	285 Cricket Lane Alpharetta	concerned about the reduction of the buffer and loss of quaintness of this area. It poses also for the size of the houses planned. Another concern is additional traffic on Cricket Lane
Charles Pellissier	715 Belle Isle Alpharetta GA	Concerned with stream buffer and increasing setback - consistency with setback on other side of Cricket. - Also trees and wildlife impact.

Community Zoning Information Meeting (CZIM)

January 11, 2023

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

CLUP-23-01/Z-23-05/V-23-02 / 133 Cumming Street

NAME	ADDRESS	COMMENTS
Jill Bernard	145 Cumming	No real concerns - as long as the detention ponds/areas can contain the water flow

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: 133 Cumming St.

Contact Name: Tori Young Telephone: 678-878-9791

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 overall main concerns from the neighbors of 133 Cumming Street is the width of Cricket Lane with adding parking spaces, the setback reductions being consistent with other homes, and the trees being impacted with the building of 3 homes. The details from the sign in sheets are outlined below:

John Hildreth - 120 Cricket Lane – Concerned with width of Cricket Lane.
Jennifer Finky – 250 Cricket Lane – Setbacks are significantly lower than all surrounding. Parking on east side of Cricket is concerning with how dangerous that area is.
Wendy Karabin – 707 Belle Isle Drive – Concerned with width of Cricket Ln. along with parking and keeping foliage around riverbed.
Andrej Killer – 285 Cricket Lane – Concerned about the reduction of the buffers and size of houses planned.
Charles Pellissier - 715 Belle Isle Drive – Concerned with stream buffer and impervious setback – consistency with setback across side of cricket.
Also concerned about trees to be impacted.
Steven Wardrup- 9560 Old Preserve Trail – Representing Alpharetta Presbyterian Church – Concerned with runoff not effecting the church property.
Marcelo Salvatierra/Anne Cintron – 146 Weyhill Court – All setback requests are more than 50' of existing setbacks.
Jim Pixley – 255 Cricket Lane – Lot 2 house feels too close to sidewalk.
Jill Bernard – 145 Cumming Street – No real concerns as long as the detention ponds/areas can contain the water flow.

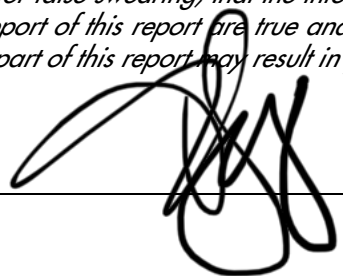
As we move forward with the city, we will include all future communication with these individuals via letters keeping them apprised with new information.

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

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

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

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

Signature of Authorized Agent:  Date: 1/23/2023

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Wednesday, January 11, 2023 11:57 AM
To: Bazinet, Jill <jbazinet@alpharetta.ga.us>; Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: FW: Rezoning Request

FYI

From: John Redmond <johnr126@gmail.com>
Date: January 11, 2023 at 9:28:26 AM EST
To: dmerkel <dmerkel@southernstatesinsurance.com>
Subject: Rezoning Request

Dan,

I was wondering what you knew about this upcoming rezoning request. East of Main and 1858 were both required to have stream buffer's and impervious setbacks much greater than what is being requested in this application. Does the City of Alpharetta require an Impact Study to the stream and wildlife in the area. Our density level is already a concern, not to mention the traffic on Cricket Lane and parking throughout East of Main. Feel free to give me a call with your thoughts on this. Thanks.

[133cumming-st-combined-application.pdf \(alpharetta.ga.us\)](#)

John Redmond
404-229-3253

Sent from [Mail](#) for Windows

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: Tori Young

Telephone: 678-878-9791

Address: 11770 Haynes Bridge Rd.

Suite: 205-463

City Alpharetta

State: GA

Zip: 30009

Fax: _____

Mobile Tel: 678-878-9791

Email: tori@madewell.homes

Subject Property Information:

Address: 133 Cumming St.

Current Zoning: R15

District: 2nd

Section: 2nd

Land Lot: 1253 & 1254

Parcel ID: 22 498112530415

Proposed Zoning: _____

Current Use: Residential Lot

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☒ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

To build 3 residential homes (lot 1 is the existing historic home). In order to build these 3 homes, we'll need to amend the comprehensive land use plan from 'Low Density Residential' to 'Downtown Residential Density'.

Applicant's Request (Please itemize the proposal):

Rezone to DT-R and the following variances:

1. ☐ Reduce lot 1 rear setback from 10' to 5'
2. ☐ Reduce city stream buffer from 100' to 35'
3. ☐ Reduce city stream impervious setback from 150' to 50'

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

Our intent is to build 3 residential homes (1 of the homes being the current historic home renovated) on the 1.76 acres of land off the southeast corner of Cricket Land and Cumming Street.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Toriano Young & Associates

Telephone: 678-878-9791

Address: 11770 Haynes Bridge Rd.

Suite: 205-463

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: _____

Telephone: _____

Address: _____

Suite: _____

City _____

State: _____

Zip: _____

So Sworn and Attested:

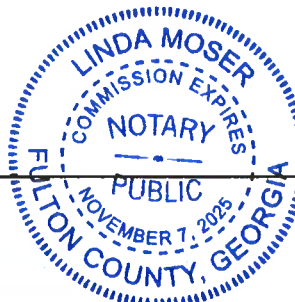
Owner Signature: _____

Date: 12.2.2022

Notary:

Notary Signature: _____

Date: 12/2/2022



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: Tori Young

Subject Public Hearing Case: 133 Cumming St.

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

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

Description of Contribution: _____ Value: _____

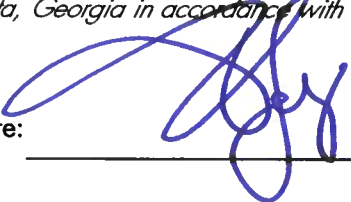
Description of Contribution: _____ Value: _____

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: 12.2.2022

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

All the surrounding properties are single-family residential much in line with what we're asking to create.

Property is located in the downtown overlay.

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

Creating 3 residential homes will actually increase the value of surrounding properties significantly.

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

No, the restrictive set backs and impervious thresholds prevent the property from being financially viable to develop.

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

The increase to traffic, if approved, would be minimal since it's adding only 2 additional homes.

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

The increase to schools and utilities, if approved, would be minimal since it's adding only 2 additional homes.

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

It aligns with the Alpharetta Comprehensive Plan. Because the property is located in the downtown overlay, we are requesting to be rezoned as DT-R.

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

1. ☐ Reduce lot 1 rear setback from 10' to 5'
2. ☐ Reduce city stream buffer from 100' to 35'
3. ☐ Reduce city stream impervious setback from 150' to 50'
4. Historic home upon completion will be an asset to the city but as it stands, it is an encumbrance to the property.

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

There's 2 sewer easements - one that dissects the property and another easement and one that runs along the eastern side of the property. We also have a stream and historic home, which makes it difficult to work around.

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

The current zoning code standards along with other confining factors on the property majorly limit our abilities to develop the project properly. Rezoning to DT-R will eliminate a majority of the hardships.

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

The existing historic home is in major disrepair and will require a substantial investment. While tearing down the existing home would be the most cost effective, it is our desire to restore the home and amplify its historical value. We are projecting this endeavor to cost us more than two times the investment of building a new home. As a result, it is vital that we are able to develop the remainder of the property and can only do so if we can rezone to DT-R and the variances we requested are granted.

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

Everyone we've spoken to has commented on how thankful they are to eliminate the unsightliness of the home in disrepair and the homes we're building will greatly increase their home values.

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: 133 Cumming St.

Contact Name: Tori Young Telephone: 678-878-9791

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 attachment for homeowners to be contacted...

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

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

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.

The letter that will be mailed will include the contact's cell phone number and email address for any questions or concerns.

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

H & R PROPERTY HOLDINGS LLC
6415 LAKE TRCE
CUMMING GA 30040

ROTH JEFFREY I & ALISA F
143 WEYHILL CT
ALPHARETTA GA 30003

REDDINGTON THOMAS J
180 CRICKET LN
ALPHARETTA GA 30009

HAEFNER DANIEL E & JENNIFER
154 COLD CREEK DR
ALPHARETTA GA 30009

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

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

DEVLIN SALLY A
135 COLD CREEK DR
ALPHARETTA GA 30009

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

VOSS CHRISTINE
170 CRICKET LN
ALPHARETTA GA 30009

HATEM SELIM & ABDALLA ENGY
2565 CLAIRVIEW ST
ALPHARETTA GA 30009

ELLIOTT RICHARD A & SHANA
737 BELLE ISLE DR
ALPHARETTA GA 30009-3301

SHEARER MEREDITH
120 CRICKET LANE
ALPHARETTA GA 30009

SCHAEFFER JAMES T
109 CUMMING ST
ALPHARETTA GA 30004-1611

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

CADY JOSH & KELLY STEPHANIE
160 CRICKET LN
ALPHARETTA GA 30009

ALPHARETA PRESBYTERIAN CH INC
180 ACADEMY ST
ALPHARETTA GA 30004-1704

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

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

LANGLEY CRAIG & SANDRA
105 MARTIN RUN
ALPHARETTA GA 30009

MARTIN DAVID WARD III
210 CRICKET LN
ALPHARETTA GA 30009

BLANKENSHIP LINDA S
183 PINETREE CIR
ALPHARETTA GA 30004-1626

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

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

PIXLEY JAMES W JR & LECAIN THOMAS K
245 CRICKET LN
ALPHARETTA GA 30009

GRBK ACADEMY LLC
P.O. BOX 550345
ATLANTA GA 30355

SCOTT BRIAN & SCOTT SARAH
110 CRICKET LN
ALPHARETTA GA 30009

WILLIAMSON FRED III & SANDY K
211 PINETREE CIR
ALPHARETTA GA 30009-3628

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

BARDELL MICHAEL JAY & BARDELL KATH
LEEN FIELD
130 CRICKET LN
ALPHARETTA GA 30009

KBL INVESTMENTS LLC
1203 MACY DR
ROSWELL GA 30076

ALPHARETTA PRESBYTERIAN CHURCH INC
180 ACADEMY ST
ALPHARETTA GA 30004-1704

GRBK ACADEMY LLC
P.O. BOX 550345
ATLANTA GA 30355

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

MC CARTER CATHY
100 MARTIN RUN
ALPHARETTA GA 30009

REED MARK & WENDY
140 CUMMING ST
ALPHARETTA GA 30009

LAGUNITA LLC
135 MANNING DR
ALPHARETTA GA 30009

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

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

VAUGHAN JANET T
262 CRICKET LN
ALPHARETTA GA 30009-3661

HORNYAK JOLIE
705 BELLE ISLE DR
ALPHARETTA GA 30009

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

STEWART MICHAEL T & REBECCA A
203 PINETREE CIR
ALPHARETTA GA 30009-3628

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

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

SHIRLEY GORDON JR & MILLIKEN GERAL
DINE MARKEL
205 CUMMING ST
ALPHARETTA GA 30009

ATLANTA PRESBYTERY INC
180 ACADEMY ST
ALPHARETTA GA 30004-1704

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

JONES AUSTIN
144 COLD CREEK DR
ALPHARETTA GA 30009

WADE ROBERT B JR & TRACY G
745 FAWN RIDGE CT
ROSWELL GA 30075

130 CUMMING LLC
43 WOODSTOCK RD
ALPHARETTA GA 30009-3612

HALEY MICHAEL P & HALEY JULIE ISON
165 CUMMING ST
ALPHARETTA GA 30009

KILLER ANDREJ & PENNY
285 CRICKET LANE
ALPHARETTA GA 30009

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

ALPHARETTA PRESBYTERIAN CHURCH INC
229 PEACHTREE ST NE
ATLANTA GA 30303

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

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

RANIER SARAH
275 CRICKET LANE
ALPHARETTA GA 30009

LEITNER STEPHEN & JEAN
717 BELLE ISLE DR
ALPHARETTA GA 30009

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

260 WAVETREE DRIVE LLC
P O BOX 2033
ALPHARETTA GA 30023

LOMBARDI RICHARD JAMES JR & LOMBAR
DI ANNE J
110 MARTIN RUN
ALPHARETTA GA 30009

THOMAS KRIS
234 BRAEDEN WAY
ALPHARETTA GA 30009

FLEMING GARY ALGER & KENDRA RENE
134 COLD CREEK DR
ALPHARETTA GA 30009

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

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

BERNARD JILL
145 CUMMING ST
ALPHARETTA GA 30009

LECAIN THOMAS K & PIXLEY JAMES WIL
LIAM JR
255 CRICKET LN
ALPHARETTA GA 30009

VICKERY DANIEL G
190 CRICKET LN
ALPHARETTA GA 30009

BRAMBLETT MICHAEL
145 COLD CREEK DR
ALPHARETTA GA 30009

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

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

RICE ROSSITZA RICE TIM
2640 CLAIRVIEW ST
ALPHARETTA GA 30009

LUCAS JEFFREY A & TERESA L
315 CRICKET LANE
ALPHARETTA GA 30009

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

BAILEY BEVERLY KAY
2630 CLAIRVIEW ST
ALPHARETTA GA 30009

HOBBOY SELIN & BERNDT
205 CRICKET LANE
ALPHARETTA GA 30009

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

BROWER ROBERT W
2620 CLAIRVIEW ST
ALPHARETTA GA 30009

BOGDANOVICH RONALD A & NOELLE
325 CRICKET LANE
ALPHARETTA GA 30009

JULIA SYKES REAL ESTATE LLC
193 PINETREE CIR
ALPHARETTA GA 30009

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

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

BRADLEY HEWETT HOMES LLC
111 HOLLYTRACE LN
BALL GROUND GA 30107

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

GRBK ACADEMY LLC
P.O. BOX 550345
ATLANTA GA 30355

EQUITY TRUST COMPANY CUSTODIAN FB
& OF DANIEL M F
1 EQUITY WAY
WESTLAKE OH 44145-1050

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

GRBK ACADEMY LLC
P O BOX 550345
ATLANTA GA 30355

STOVALL LINDA STRICKLAND
175 MANNING DR
ALPHARETTA GA 30004

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

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

Toriano Young & Associates

11770 Haynes Bridge Rd.

Suite 205-463

Alpharetta, GA 30009

678-878-9791

www.madewell.homes

Tori Young

678-878-9791

November 14, 2022

Mayor and City Council
City of Alpharetta, Georgia
2 Park Place
Alpharetta, Georgia 30009

Re: Toriano Young & Associates for Rezoning to DT-R, 3 variances, and a Comprehensive Plan Amendment for a tract of 1.76 acres on Cumming St, City of Alpharetta, Fulton County, Georgia; Rezoning and Variance letter request; Letter of Intent

Dear Mayor and Councilpersons:

Toriano Young & Associates, the Applicant, who is seeking approval of this Application for rezoning to DT-R, 3 variances, and amend the Comprehensive Plan from 'Low Density Residential' to 'Downtown Density Residential' for the construction of 3 single-family residences. This letter shall be construed as the Letter of Intent for this Application.

The subject property contains approximately 1.76 acres and is located on the southeast corner of Cricket Lane and Cumming St. The area is predominately developed as single-family homes and neighborhoods. The application is in compliance with the Comprehensive Plan and the Future single-family subdivision. The density of the project will be .59 units per acre.

Because the neighboring homes are zoned DT-R and the subject property is in the Downtown Overlay, we are requesting to be rezoned as DT-R along with the following variances:

1. Reduce lot 1 rear setback from 10' to 5'
2. Reduce city stream buffer from 100' to 35'
3. Reduce city stream impervious setback from 150' to 50'

In the spirit of Alpharetta's desire to pay homage to all homes historical, it is our goal to make this project live up to our city's high standards. The investment will be substantial which is why it is vital that we include the piping of the creek in our Letter of Intent. The 3-home project as a whole will flow nicely together and give neighbors a street scape that they can be proud to live near. Understanding the city's future beautification plans for the areas, will also allow us to begin the pedestrian walkways along our property that faces Cumming Street as a part of our proposal.

The City has a critical need for larger, quality new single-family homes. There is very little new home inventory in the City presently, and the time on the market for new homes is very short. There are sufficient public services in the area including, water, sewer, fire and the police protection, as well as parks and recreation opportunities. Schools are close by and the impact of a 3-lot subdivision is minimal. There will be no unusual impact on the environment. Storm water will be managed according to City standards. There is no adverse impact to the community occurring by virtue on the approval of this application. It is the proper and reasonable use of a vacant tract of land in a highly developed residential area, which complies with the Comprehensive Plan, the Future Land Use Plan which designates the property Low Density Residential and the UDC.

There is no adverse change in impact to the community, noise levels or other impacts on public safety. The change of rezoning, if granted, will have no negative impact on the health, safety, morals or welfare of the City of Alpharetta.

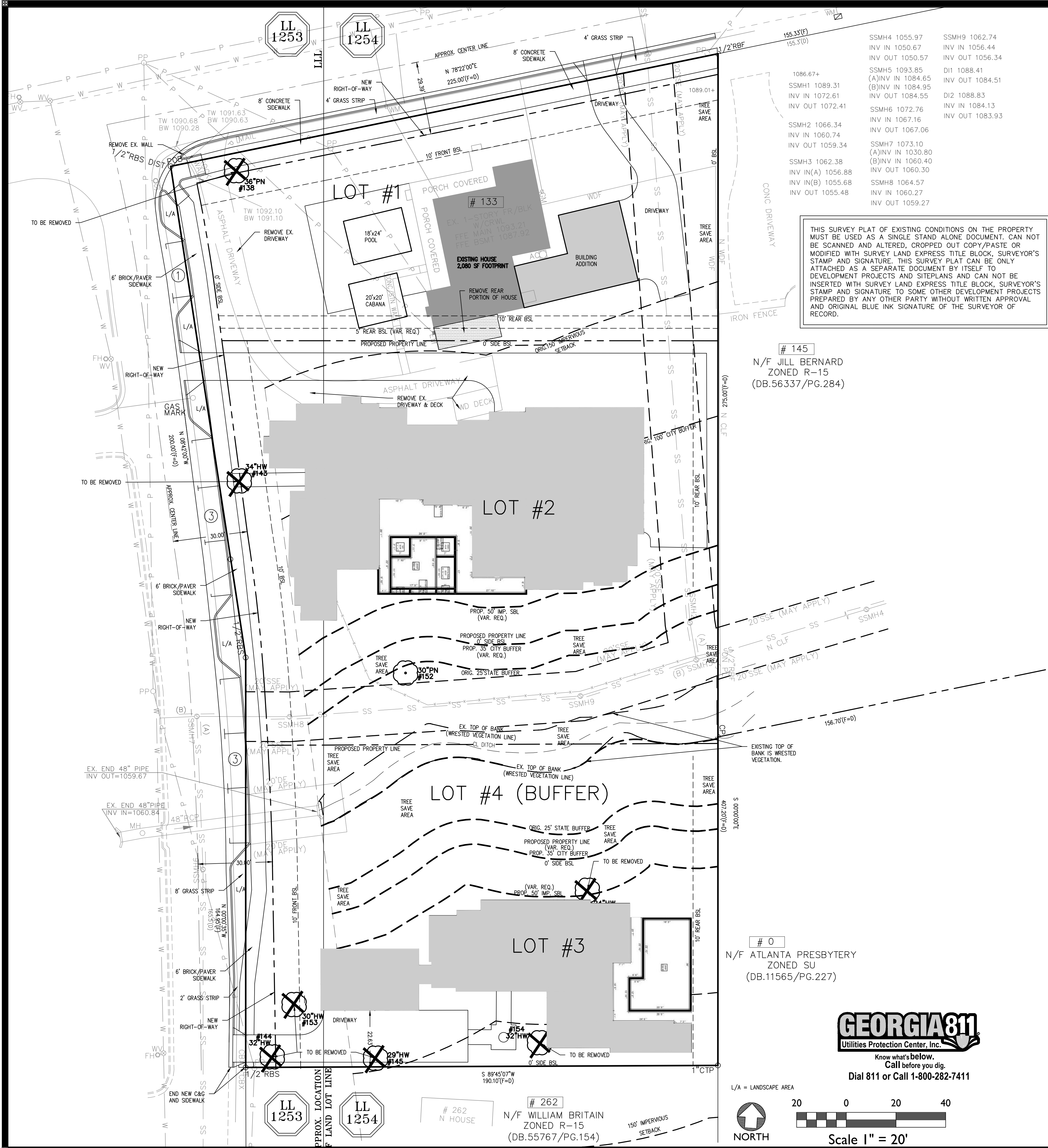
The granting of this Variance Application will have no negative impact on adjoining or nearby properties, but will continue to provide a compatible, attractive use. The applicant, Toriano Young & Associates, is associated with a recognized builder of luxury homes in Alpharetta by the name of Madewell Homes.

Applicant respectfully requests that the Mayor and City Council approve this Application for rezoning to DT-R, amending the Comprehensive Land Use Plan from 'Low Density Residential' to 'Downtown Density Residential', and 3 Variances to allow the use of the property indicated on the site plan.

Very truly yours,

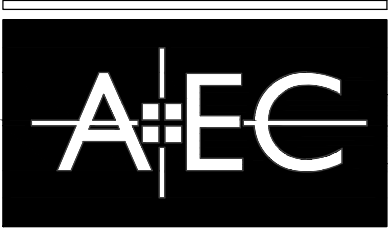
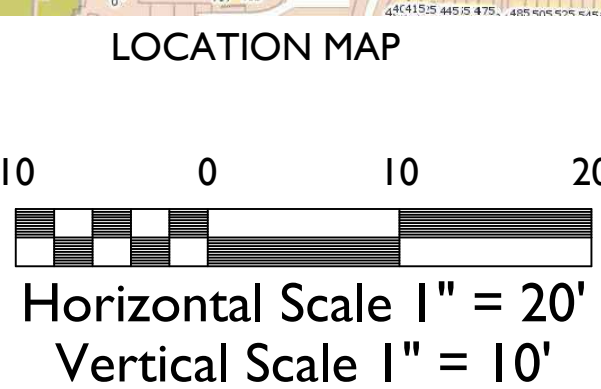
Toriano Young & Associates

Tori Young



SITE DATA:
EXISTING ZONING = R-15
PROPOSED ZONING = DT-R
ALLOWED DENSITY = 8 UN/AC
PROPOSED DENSITY = 1.7 UN/AC
MIN. AMENITY SPACE = 10% PER LOT
EX LOT AREA = 76,858.81 OR 1.764 AC.
RIGHT OF WAY TO BE DEDICATED = 5,274.0 SF OR 0.12AC.
PROPOSED 3 BUILDABLE LOTS - DETACHED HOUSES
DT-R DISTRICT REGULATIONS:
LOT AREA MIN. = 4,50000 SF,
LOT #1 = 17,595.7 SF OR 0.4049 AC.
LOT #2 = 23,530.6 SF OR 0.5402 AC.
LOT #3 = 15,906.7 SF OR 0.3652 AC
STREAM BUFFER LOT #4 = 14,551.81 SF
LOT WIDTH MIN. = 25'
LOT #1 = 214.3 (CUMMING ST.)
LOT #2 = 130' (CRICKET LN.)
LOT #3 = 114' (CRICKET LN.)
LOT MAXIMUM LOT COVERAGE = 70%
LOT #1 = 3,295 SF OR 19%
LOT #2 = 8,865 SF OR 38% (NOT INCLUDING BUFFER)
LOT #3 = 4,740 SF OR 30% (NOT INCLUDING BUFFER)
LOT IMPERVIOUS AREA
LOT #1 = 7,540 SF OR 43%
LOT #2 = 15,425 SF OR 66%
LOT #3 = 7,791 SF OR 49%
FRONT SETBACK FROM ALL LOCAL STREETS - 10' MIN.
SIDE SETBACK - 0' MIN. (10' BETWEEN STRUCTURES)
REAR SETBACK (NO ALLEY) = 3' MIN.
REAR SETBACK (ALLEY) = 10' MIN.
MAXIMUM HEIGHT IN STORIES = 3 STORIES
MAXIMUM ALLOWED HEIGHT IN FEET - 35'

VARIANCES REQUESTED:
1. REDUCE LOT 1 REAR SETBACK FROM 10' TO 5'
2. REDUCE CITY STREAM BUFFER FROM 100' TO 35'
3. REDUCE CITY STREAM IMPERVIOUS SETBACK FROM 150' TO 50'



Civil Engineering
Land Planning
Landscape Architecture
Water Resources
Property Services
Arborist Services
50 Warm Springs Circle
Roswell • Georgia • 30075
(770)641-1942 • www.aecatll.com

**3 LOT SUBDIVISION
REZONING & VARIANCE
REQUESTS
CONCEPTUAL SITE
PLAN**

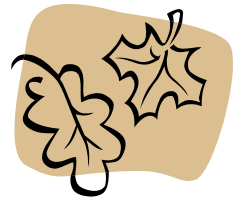
**133 CUMMING STREET
TORIANO YOUNG & ASSOCIATES
3 LOT SUBDIVISION - STREAM BUFFER
ELIMINATION
ALPHARETTA, GEORGIA**

NO.	REVISIONS	DATE
1	PER CITY COMMENTS	8-9-2022
PROJECT NO.: 21-4609 CIVIL DRAWN BY: B D R CIVIL DESIGNED BY: B D R LANDSCAPE DRAWN BY: B D R LANDSCAPE DESIGNED BY: CHECKED BY: DATE: 5/2/22		
SHEET		
V-I.0		









April 25, 2021

Tori Young
678-878-9791
toriyoung55@gmail.com

RE: Arborist report for 133 Cumming Street, Alpharetta, GA

Dear Mr. Young:

Thank you for asking HRH Trees, LLC to verify the specimen trees on the site at 133 Cumming Street in Alpharetta. The site visit was completed on April 20, 2021. Diameters, species and conditions were verified and have been noted in this report. Thirteen specimen size trees were identified on site and have been tagged with a numbered metal tag. Five of which do not meet specimen conditions.

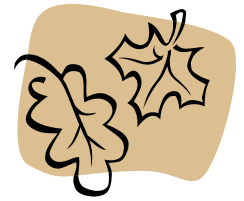
If you have any further questions, please do not hesitate to contact me.

Sincerely,

Heidi R. Harrington

Heidi Rieckermann Harrington
ISA Certified Arborist (NY-1074A)
SAF Certified Forester (2756)

heidi@hrhtrees.com
404-444-5824



ARBORIST REPORT
 133 Cumming Street, Alpharetta

Overview:

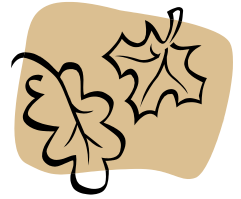
This site is located at 133 Cumming Street, Alpharetta, Georgia. This is a residential lot with a historic house on site. The lot is approximately 1.76 acres according to the site plan provided. The site visit took place on April 20, 2021. Diameters were measured at breast height (DBH), 4 ½ feet above ground or below split if multi-trunked with a diameter tape. Tree conditions were noted. Thirteen specimen size trees were identified on site and have been tagged on site with a numbered metal tag and pink with black flagging tape. Five of which do not meet specimen conditions.

Alpharetta Specimen Tree Size Criteria

- Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus
- Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees
- Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar)
- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch diameter or larger for trees in all other genera
- Understory Trees: 8-inch (8") diameter or larger
 10-inch (10") diameter or larger for *Oxydendron arboretum* (Sourwood).

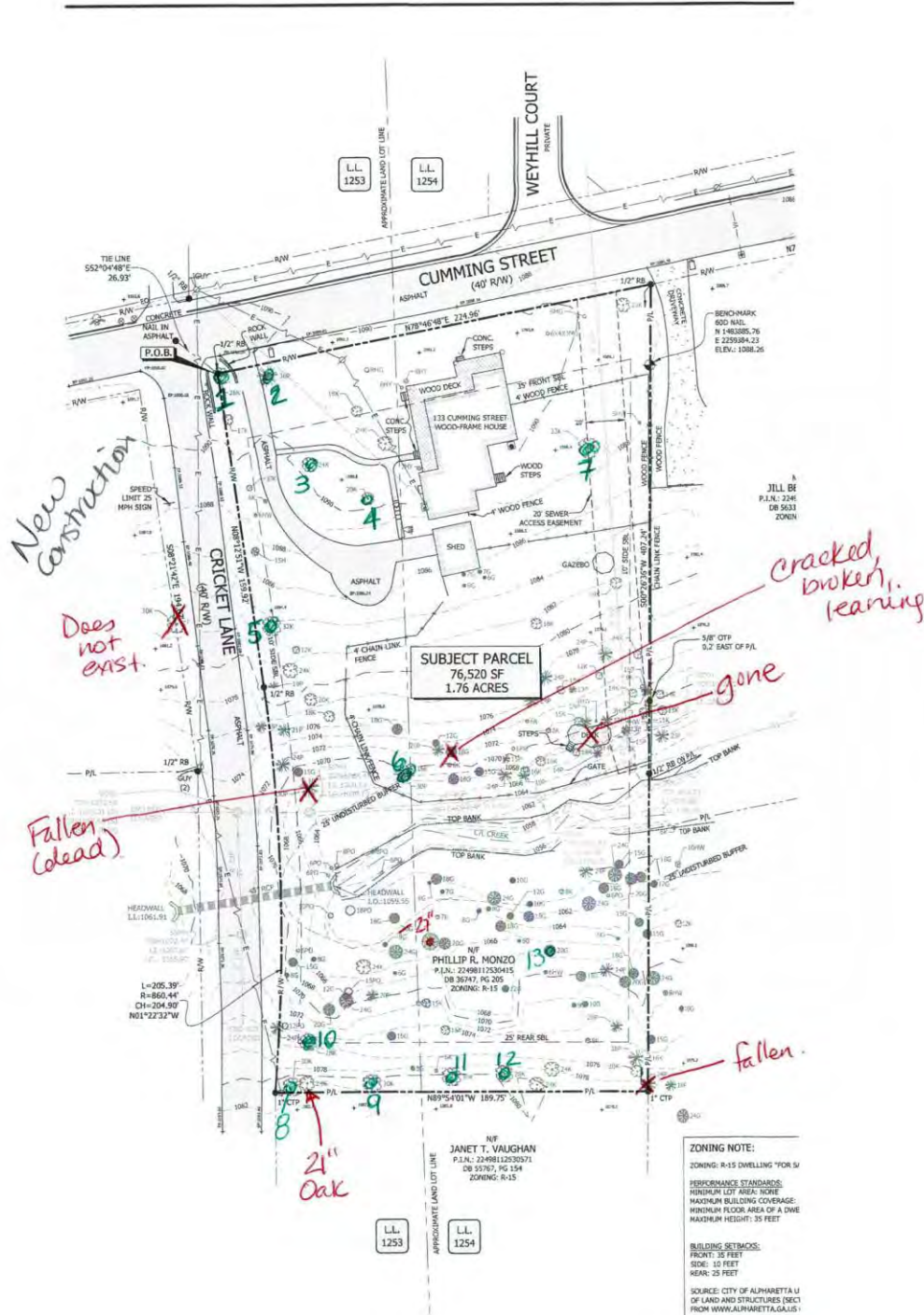
Specimen Trees on Site:

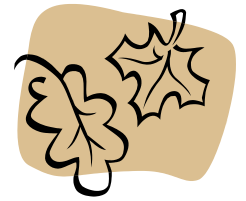
Tree #	Tag #	Species	DBH	Condition	Specimen
1	139	So. Red Oak	28"	Bifurcated trunk at ~12', top & side crown dieback	NO
2	138	Loblolly Pine	36"	Good	Yes
3	140	Water Oak	25"	Upper crown dieback, epicormic sprouting on scaffold limbs, 4 main dead limbs	NO
4	151	Silver Maple	24"	3-trunks at ~5-6' with decay at crotch union	NO
5	143	Water Oak	34"	Slightly one-sided due to shading, minor dead limbs	Yes
6	152	Loblolly Pine	30"	Good, cut poison ivy	Yes
7	142	Pecan	35"	3-trunk at ~15', 1 lg dead scaffold, one with damage and 2 main broken limbs - overmature	NO
8	144	So. Red Oak	32"	Good	Yes
9	145	So. Red Oak	29"	Good, slight lean	Yes
10	153	Yellow-poplar	30"	Good	Yes
11	146	Yellow-poplar	44"	Co-dominant where 1 trunk previously cut now with decay	NO
12	154	Yellow-poplar	32"	Good	Yes
13	155	Red Maple	24"	Good, cut vines	Yes



PAGE 2
133 Cumming Street, Alpharetta

Site Plan with Tree Locations:





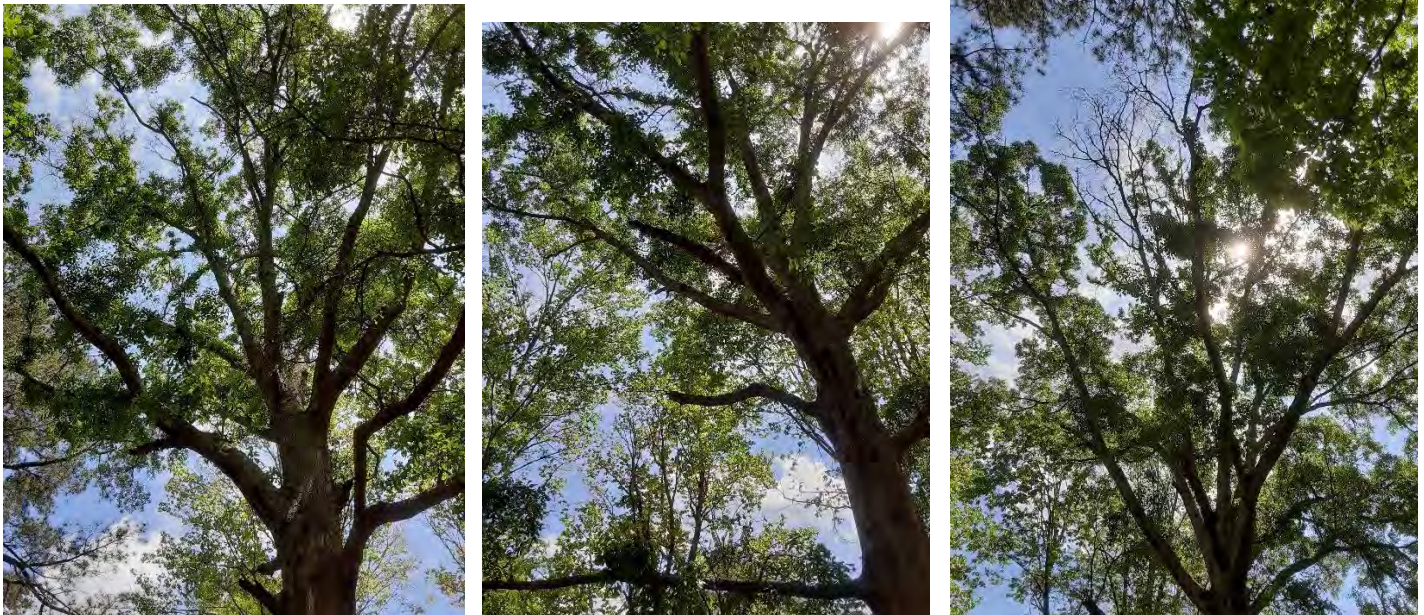
PAGE 3
133 Cumming Street, Alpharetta

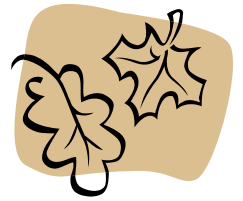
Pictures of Specimen Trees NOT in good condition:

Tree 1 Tag#139 – So. Red Oak



Tree 3 Tag#140 – Water Oak



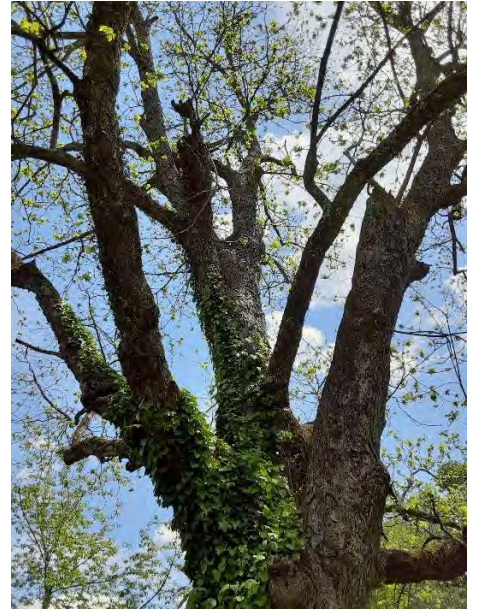


PAGE 4
133 Cumming Street, Alpharetta

Tree 4 Tag#151 – Silver Maple

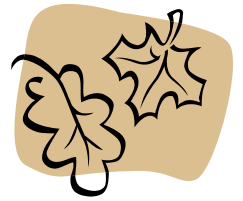


Tree 7 Tag#142 - Pecan



Tree 11 Tag#146 – Yellow-poplar





PAGE 5
133 Cumming Street, Alpharetta

Comments:

Specimen trees are those that reach a specific size in diameter at breast height as defined on Page 1 of this report. They also must meet health and condition criteria. Trees that are dead or dying with more than 30% dead limbs and branches; trees that lean more than 20 degrees from the base; trees with weak form, such as co-dominant trunks; trees that have a pathogen infestation; or trees with decay and hollowing are some examples that would not qualify a tree as a specimen, primarily because the lifespan is significantly reduced or it has become a hazard which could damage property or injure a person.

Final Notes:

Please note that every tree will fail. No arborist can state when, where or how a tree will fail. I certify that all the statements in this report are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith.

(This report was generated by Heidi Rieckermann Harrington, Certified Arborist (ISA #NY-1074A), Certified Forester (SAF #2756), HRH Trees, LLC.)



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CLUP-22-05/Z-22-15/CU-22-12/V-22-29 THOMPSON STREET PARK/31 & 51 THOMPSON STREET

CITY COUNCIL: MARCH 20, 2023

This item was considered at the January 5, 2023 and March 2, 2023 Planning Commission meetings. Planning Commission deferred the request at the January 5th meeting to allow the applicant to address tree saves. The applicant revised the site plan to save trees. Staff recommended approval subject to 23 conditions. There were public comments in support and in opposition with concerns over cost sharing impacts to Thompson Street Flats HOA, too much on-street parking on Thompson St, fence is needed to separate rear amenity areas between 2 developments, Thompson Street Flats should be compensated for the cost sharing loss of 12 condo units. After discussion, Planning Commission recommended to approve the item subject to staff's recommended conditions and adding 2 conditions. Vote 6-1

II. RECOMMENDATION:

Approve CLUP-22-05/Z-22-15/CU-22-12/V-22-29 THOMPSON STREET PARK/31 & 51 THOMPSON STREET, subject to the following conditions:

1. Approximately 2.23 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by Paradigm, dated 1/25/23, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. The comprehensive land use plan designation of the property shall be 'Mixed Use Live Work'.
3. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Main Street Designs, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Homes shall have 4-sided architecture, materials and details and each home facing Thompson Street shall have a unique façade.
4. Density shall not exceed 8.52 dwelling units per acre.
5. Building height shall not exceed 3 stories and 40'.
6. Courtyards, decorative fencing, and decorative walls may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
7. Developer shall improve the Thompson Street streetscape as follows: minimum 8' planter planted with street trees, 8' sidewalk (concrete with brick paver banding), 10' travel lane, 8' on-street parking (may overlap planter) and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
8. Alley shall be private, maintained by the HOA, and developed as depicted on the site plan prepared by Paradigm, dated 1/25/23, with final approval by Staff.
9. Decorative pedestrian lighting shall be required throughout the development.
10. Landscape strip along Thompson Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
11. Developer shall plant a row of trees along the west side of the entrance to Thompson Street Flats, as approved by DRB.
12. Developer shall improve the corner of Haynes Bridge Road and Thompson Street with decorative landscaping, brick paver hardscape, seating and monument or sculpture, as approved by DRB. Sculpture shall require final approval by the Cultural Arts Commission.
13. Open space shall be developed substantially similar to the site plan prepared by Paradigm, dated 1/25/23, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
14. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.

15. Developer shall save on-site trees and boundary trees as depicted on the site plan prepared by Paradigm, dated 1/25/23, as approved by Staff. CRZ impacts to saved trees shall be limited to no more than 20%, which shall include impacts from the proposed development and previous development of Thompson Street Flats Phase 1, with final approval by Staff.
16. Developer shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
17. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
18. HVAC and similar equipment shall not be visible from the public right-of-way.
19. Development shall not be gated, except that alley may be gated on the east end. To address fire access, sliding gate will need a redundant emergency override if electric, as approved by the Fire Marshal.
20. Stormwater management facilities may be placed underground within the amenity space as depicted on the site plan prepared by Paradigm, dated 1/25/23, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. Maintenance responsibilities shall also be included in the recorded covenants with all costs to be borne by the HOA and homeowners of the development.
21. Garbage pickup shall be from within the development.
22. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
23. The conditions above shall replace the conditions related to file #PH-16-15 Thompson Street Flats/Kairos Development, as it relates to the eastern half of the subject property.
24. Thompson Street Flats HOA and Thompson Street Park HOA must submit an agreement reflecting the shared use of the existing underground stormwater facility.
25. Walkway in corner amenity area shall be brick, as approved by Staff.

III. REPORT IN BRIEF:

The applicant, Storybook Builders, is requesting a comprehensive land use plan amendment, rezoning, conditional use, and variances to allow for the construction of nineteen (19) 'For-Sale' single-family detached homes on 2.23 acres in the Downtown. A comprehensive land use plan amendment and rezoning are requested for the western half of the property from a future land use designation of 'Commercial' to 'Mixed Use Live Work' and from a zoning of C-2 (General Commercial) to DT-LW (Downtown Live-Work). A conditional use is requested to increase density above eight (8) dwelling units per acre to 8.52 dwelling units per acre. Variances are requested to eliminate interparcel access and modify streetscape standards. The subject property is located at 31 and 51 Thompson Street at the southeast corner of Thompson Street and Haynes Bridge Road.

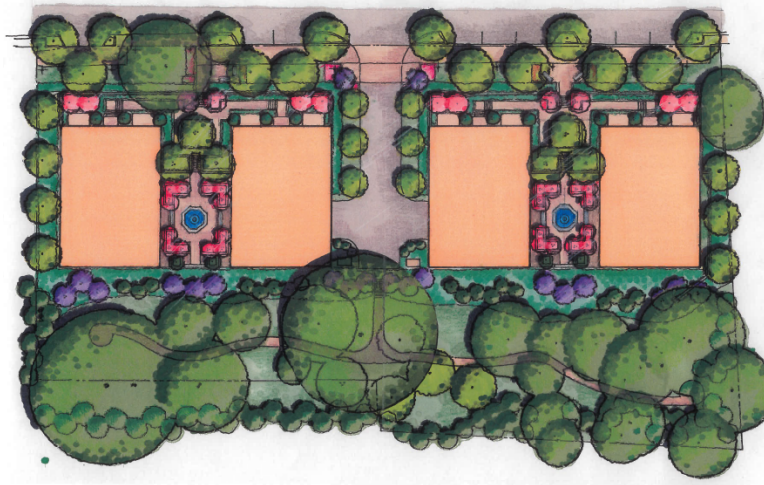
DISCUSSION

The submitted request, if approved, would allow for the construction of nineteen (19) 'For-Sale' single-family detached homes on 2.23 acres in the Downtown. The proposed density is 8.52 dwelling units per acre. A comprehensive land use plan amendment and rezoning are requested for the western half of the property from a future land use designation of 'Commercial' to 'Mixed Use Live Work' and from a zoning of C-2 (General Commercial) to DT-LW (Downtown Live-Work). A conditional use is requested to increase density above eight (8) dwelling units per acre. Variances are requested to eliminate interparcel access and modify streetscape standards. The subject property is located at 31 and 51 Thompson Street at the southeast corner of Thompson Street and Haynes Bridge Road.

The properties were previously developed with single-family detached homes, which have since been demolished. The eastern half of the property is zoned DT-LW and the western half of the property is zoned C-2. Surrounding properties are zoned MU (Mixed Use) to the north, C-2 to the west and south, and DT-LW to the south and east. Voysey is located to the north, Publix to the west, vacant commercial properties to the south, and Thompson

Street Flats to the east. The comprehensive land use plan designation of the western half of the property is 'Commercial' and the eastern half is 'Mixed Use Live Work'.

The eastern half of the property was rezoned to DT-LW in 2015 with a change to conditions of zoning in 2016 to allow for 24 'For-Sale' condominium units in four (4) buildings with a density of ten (10) dwelling units per acre (see original site plan below). Phase 1 of the development, known as Thompson Street Flats, has been constructed which consists of two (2) buildings with a total of twelve (12) condominium units. Thompson Street Flats Phase 2 was approved on the western half of the property, but was never developed.



The applicant requests variances to modify site regulations (interparcel access and streetscape standards) related to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code. The request to eliminate interparcel access is related to an agreement between the property owner and Thompson Street Flats to have a separate access for the proposed development. It does not appear that the variance to reduce the planter along Thompson Street is needed. The applicant's site plan depicts an eight-foot (8') planter along Thompson Street, which complies with the streetscape required along Thompson Street.

The table below identifies residential approvals in the Downtown since the adoption of the 2015 Downtown Master Plan update. The applicant's proposed density is slightly higher, but similar to the densities approved along Thompson Street.

Residential Approvals since the 2015 Downtown Master Plan Update

Development Name	Type	Acres	Density
Wills Overlook	16 TH	2.24 acres	7.13 du/ac
116/126 North Main St	4 Condo	1.43 acres	2.8 du/ac
South of Wills Park	55 TH	5.5 acres	9.93 du/ac
Alcovy Estates	10 SFD, 4 SD, 5 TH	2.84 acres	6.7 du/ac
236/244 North Main St	11 SFD	1.6 acres	6.8 du/ac
Mayfair on Main-217 South Main St	13 SFD, 11 TH	2.3 acres	10.4 du/ac
Hudson Park	16 SFD	2.41 acres	6.64 du/ac
The 1858	11 SFD	1.68 acres	6.55 du/ac
AlphaDev	11 SFD, 6 TH	2.21 acres	7.7 du/ac
Alcovy Place	10 SFD	1.23 acres	8.1 du/ac
City Center/Voysey	42 SFD, 168 For-Rent	25 acres	8.0 du/ac
Midwick	17 SFD, 23 TH	5.85 acres	6.8 du/ac
Old Milton Holdings (Foundry)	25 SFD, 137 TH	23.89 acres	6.8 du/ac
Thompson Street Flats (Kairos)	24 Condo (High)	2.39 acres	10.0 du/ac

Burnett Circle (Ouray)	43 TH	5.72 acres	7.5 du/ac
Weyhill	9 SFD	3.1 acres	2.9 du/ac
Teasley Place	24 Condo (High)	1.5 acres	16 du/ac
East of Main	60 SFD, 42 TH	13.87 acres	7.35 du/ac
Twelve on Canton	12 SFD	5.46 acres	2.2 du/ac
The Maxwell	58 SFD, 80 Condo (Mid)	12.91 acres	10.7 du/ac
Rowes Downtown	22 SFD	3.26 acres	6.75 du/ac
Chelsea Walk	49 TH	7.04 acres	7.0 du/ac
Manning on the Square	58 SFD	11.7 acres	4.96 du/ac
Villa Magnolia	26 SFD	3.53 acres	7.37 du/ac

SITE PLAN

The submitted site plan depicts nineteen (19), two (2) and three (3) story 'For-Sale' single-family detached homes with access from a new driveway off Thompson Street. Half of the homes are oriented to Thompson Street and the other half are oriented to an amenity space at the rear of the property. All homes are rear loaded and have access from a new private alley depicted running parallel to Thompson Street. Homes are depicted with a ten-foot (10') setback along Thompson Street. Minimum building setbacks comply with the DT-LW development standards. An eight-foot (8') sidewalk is depicted along Thompson Street and five-foot (5') sidewalks are depicted within the site.

Homes will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Two (2) on-street parking spaces are provided on Thompson Street and two (2) guest spaces are provided at the west end of the alley. The Downtown Code requires 48 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 80 parking spaces are provided on the site plan.

The site plan depicts 1.17 acres, or 52% open space within the proposed development. Open space is proposed to include yards and courtyards, a natural amenity area at the rear of the development with walking path, and an amenity with mail kiosk adjacent to the roundabout. The DT-LW zoning district requires a minimum ten percent (10%) amenity space, plus an additional 0.52% related to the proposed increase in density, for a total of 0.23 acres of open space.

Seven (7) specimen trees and one (1) tree of quality are called out in the applicant's arborist assessment as being in 'Good' or 'Fair' condition. A tree save area is depicted between lots 17 & 18 and includes at least five (5) trees (40" Southern Red Oak, 37" Water Oak, 14" Hemlock, 18" Hemlock, and 9" Holly), of which three (3) are specimen trees and one (1) is a tree of quality. In addition, two (2) trees along the south property line (40" Water Oak and 8" Persimmon) are depicted to be saved. Several out-site boundary trees are depicted to be saved along the south and west property lines. It is recommended that the developer make reasonable efforts to save additional tree groupings and trees of quality.

The site plan depicts an underground stormwater management facility under an amenity space at the west end of the property. Maintenance of the underground stormwater systems would not obstruct access to homes.

RENDERINGS

The applicant submitted renderings of the homes, which vary between three (3) architectural styles including Tudor Eclectic, Stick and Shingle. According to the applicant, the ten (10) homes along Thompson Street will have unique elevations. Homes will be at least 2,700 square feet and will be three (3) bedrooms. Exterior materials include brick, stone, board and batten, shake, and siding. The applicant's letter of intent indicates that price points for the homes will start around \$1.5 million. According to the City's Downtown Consultant, the proposed

renderings generally comply with the design regulations in the Downtown Overlay. The following comments were provided by the Downtown Consultant:

- Avoid large wall massing with no clear wall cladding material.
- Do not use porkchop eaves. Rework roof so that roof eaves terminate at outside building corner.
- Use engaged piers or pilasters at walls receiving porch floor and beam framing.
- Use double hung windows with matching window lite pattern to match windows at front elevation.
- Eliminate gratuitous roof elements that do not serve as main roof massing.
- Utilize real windows at front façade, avoid fake elements.
- Add offset at wall to create outside building corner to receive main roof bearing, or rework roof to avoid roof eave terminating mid façade.

TRAFFIC

The applicant provided a trip generation information, which estimates that the twenty (20) single-family detached homes would generate eighteen (18) AM Peak Hour trips and 23 PM Peak Hour trips.

SCHOOLS

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

FULTON COUNTY SCHOOLS – 18 Single-Family Detached Homes & 4 Townhomes

School	Single Family Average #
Manning Oaks Elementary School	1 to 7 students
Hopewell Middle School	0 to 3 students
Alpharetta High School	2 to 6 students
TOTAL	3 to 16 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 3 – 16 school age children. Numbers provided by Fulton County Schools show that all three (3) schools are under capacity.

STANDARDS FOR COMPREHENSIVE LAND USE PLAN AMENDMENTS

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

Response: Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses. In addition, commercial development on the western half of the property would be limited by buffer requirements from the surrounding residential developments and an alcohol license for uses such as a restaurant would not meet the minimum separation requirement from the surrounding residential.

B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

Response: The applicant's proposal is consistent with the goals and policies of the Horizon 2040 Comprehensive Plan as it relates to implementing a walkable, mixed-use environment in the Downtown.

C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

Response: The proposed change would not result in a significant demand on public facilities and services. A commercial development on the property would likely generate more vehicular trips than a residential use.

D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Response: The proposed change in future land use designation would not negatively impact the public health, safety and welfare of residents in the area.

E. The extent to which additional land area is needed to be developed for a specific type of use.

Response: Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses.

F. The extent to which area demographics or projections are not occurring as projected.

Response: Not applicable.

STANDARDS FOR ZONING CHANGES

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

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

Response: The zoning proposal is consistent with the future land use designation of the eastern half of the property and surrounding area, which is 'Mixed Use Live Work'. Commercial development on the western half of the property would be limited by buffer requirements from the surrounding residential developments and an alcohol license for uses such as a restaurant would not meet the minimum separation requirement from the surrounding residential.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties. Surrounding properties are primarily developed with residential uses.

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

Response: The zoning proposal would not have significant impacts on the natural environment. The applicant has made reasonable efforts to save trees, including reducing the number of lots and site layout adjustments.

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

Response: The western half of the property is currently zoned C-2, which allows a variety of auto-oriented uses that are inconsistent with the vision for the area to become a mixed-use, walkable environment. In addition, commercial development on the western half of the property would be limited by buffer requirements from the surrounding residential developments and an alcohol license for uses such as a restaurant would not meet the minimum separation requirement from the surrounding residential.

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

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning to allow a residential development would increase demand on schools and parks, but likely decrease impacts on transportation facilities.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts. The requested zoning is consistent with the future land use designation of the Thompson Street corridor.

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

Response: The zoning proposal reflects a reasonable balance. The applicant has adjusted the zoning plan, including the removal of residential lots in order to save trees.

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

Response: The western half of the property is currently zoned C-2, which allows a variety of auto-oriented uses that are inconsistent with the vision for the area to become a mixed-use, walkable environment. In addition, commercial development on the western half of the property would be limited by buffer requirements from the surrounding residential developments and an alcohol license for uses such as a restaurant would not meet the minimum separation requirement from the surrounding residential.

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

Response: The comprehensive land use plan designation of the eastern half of the property is 'Mixed Use Live Work', which allows the proposed DT-LW zoning district. The western half of the property has a comprehensive land use plan designation of 'Commercial', which requires an amendment to allow the proposed residential development.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: Access to the property is proposed through a new curb cut of Thompson Street. As part of an agreement between the property owner and Thompson Street Flats residents, the new proposed development will not have shared access with Thompson Street Flats.

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 above-referenced site development requirements are sufficiently addressed on the applicant's site plan.

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

Response: A conditional use to increase density from eight (8) to ten (10) dwelling units/acre was approved on the eastern half of the property in 2015.

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: Conditional uses to increase density have been approved along Thompson Street.

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: Conditional uses to increase density have been approved along Thompson Street.

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

Response: Not applicable.

VARIANCE REVIEW CRITERIA

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

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

Response: There are not extraordinary or exceptional conditions pertaining to the property due to its size, shape or topography. However, the variance request to eliminate interparcel access is related to an agreement between the property owner and Thompson Street Flats to have a separate access for the proposed development.

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

Response: Application of the ordinance would create an unnecessary hardship. The variance request to eliminate interparcel access is related to an agreement between the property owner and Thompson Street Flats to have a separate access for the proposed development.

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

Response: There are not conditions peculiar to the property which adversely affect its reasonable use. However, the variance request to eliminate interparcel access is related to an agreement between the property owner and Thompson Street Flats to have a separate access for the proposed development.

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

Response: Relief, if granted, would not cause a substantial detriment to the public good. Thompson Street Flats residents oppose shared access with the proposed development.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a comprehensive land use plan amendment, rezoning, conditional use, and variance. The proposed change to the future land use designation and rezoning are consistent with the vision for Thompson Street. Commercial development on the property would be limited by buffer requirements from the surrounding residential developments and an alcohol license for uses such as a restaurant would not meet the minimum separation requirement from the surrounding residential. The conditional use to increase density is lower than previous conditional use approvals along Thompson Street and the applicant has adjusted the site layout and reduced the number of lots in order to save trees.

There are not exceptional or peculiar conditions on the property that adversely affect its reasonable use. However, the request to eliminate interparcel access is related to an agreement between the property owner and Thompson Street Flats to have a separate access for the proposed development.

CITIZEN PARTICIPATION PLAN

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

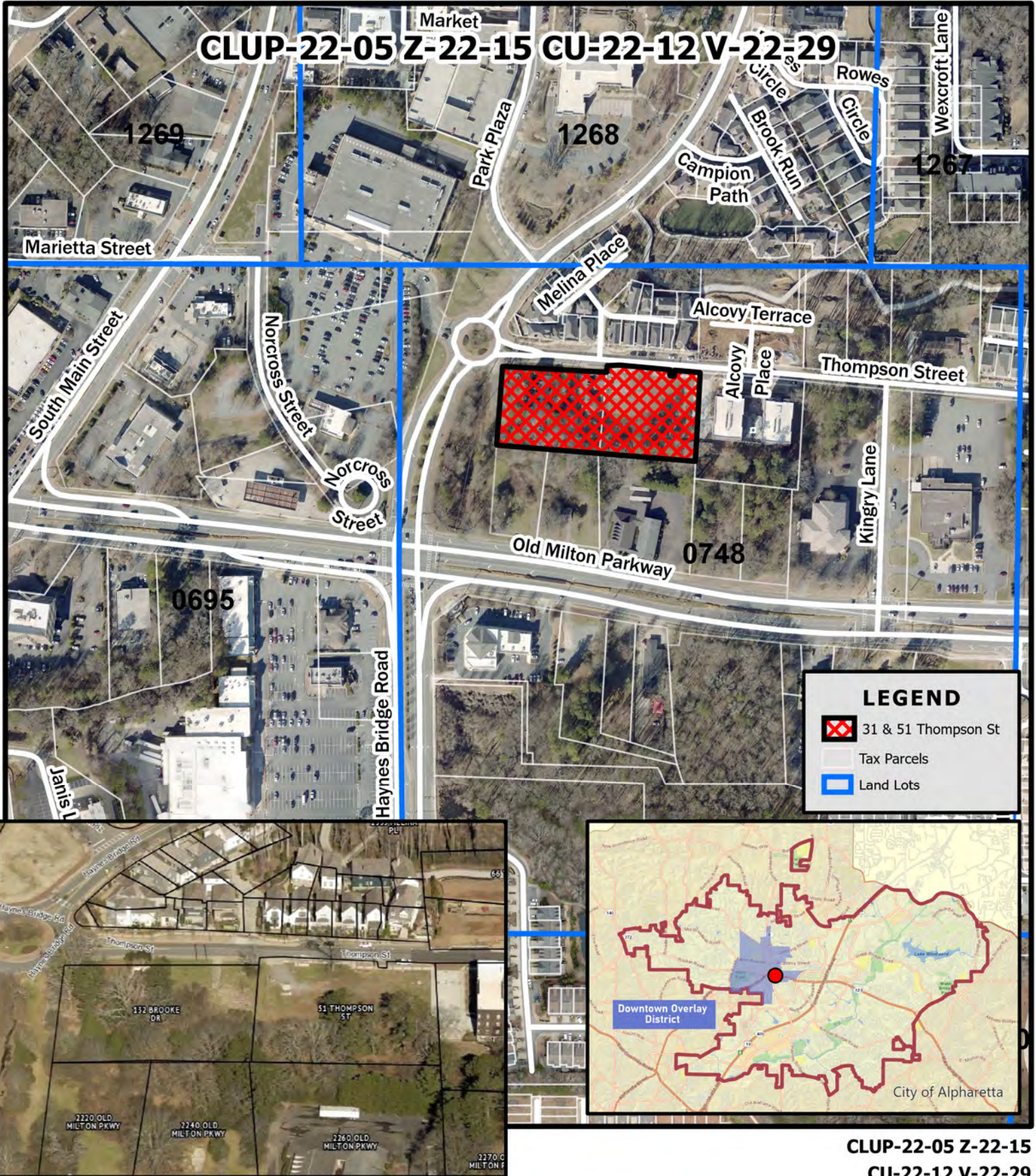
COMMUNITY ZONING INFORMATION MEETING

CZIM was held on November 9, 2022. There were public comments in support of the applicant's request and in opposition with concerns that the Thompson Street Flats developer did not fulfill promises of a 2nd phase of condominiums.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Latest Site Plan
- Latest Open Space Plan
- Landscape Plan
- Arborist Report (updated)
- Exhibit A - Renderings
- CZIM Sign In Sheet
- Citizen Part B
- Public Comments
- Application

CLUP-22-05 Z-22-15 CU-22-12 V-22-29



Aerial Map

31 & 51 Thompson Street

CLUP-22-05 Z-22-15

CU-22-12 V-22-29

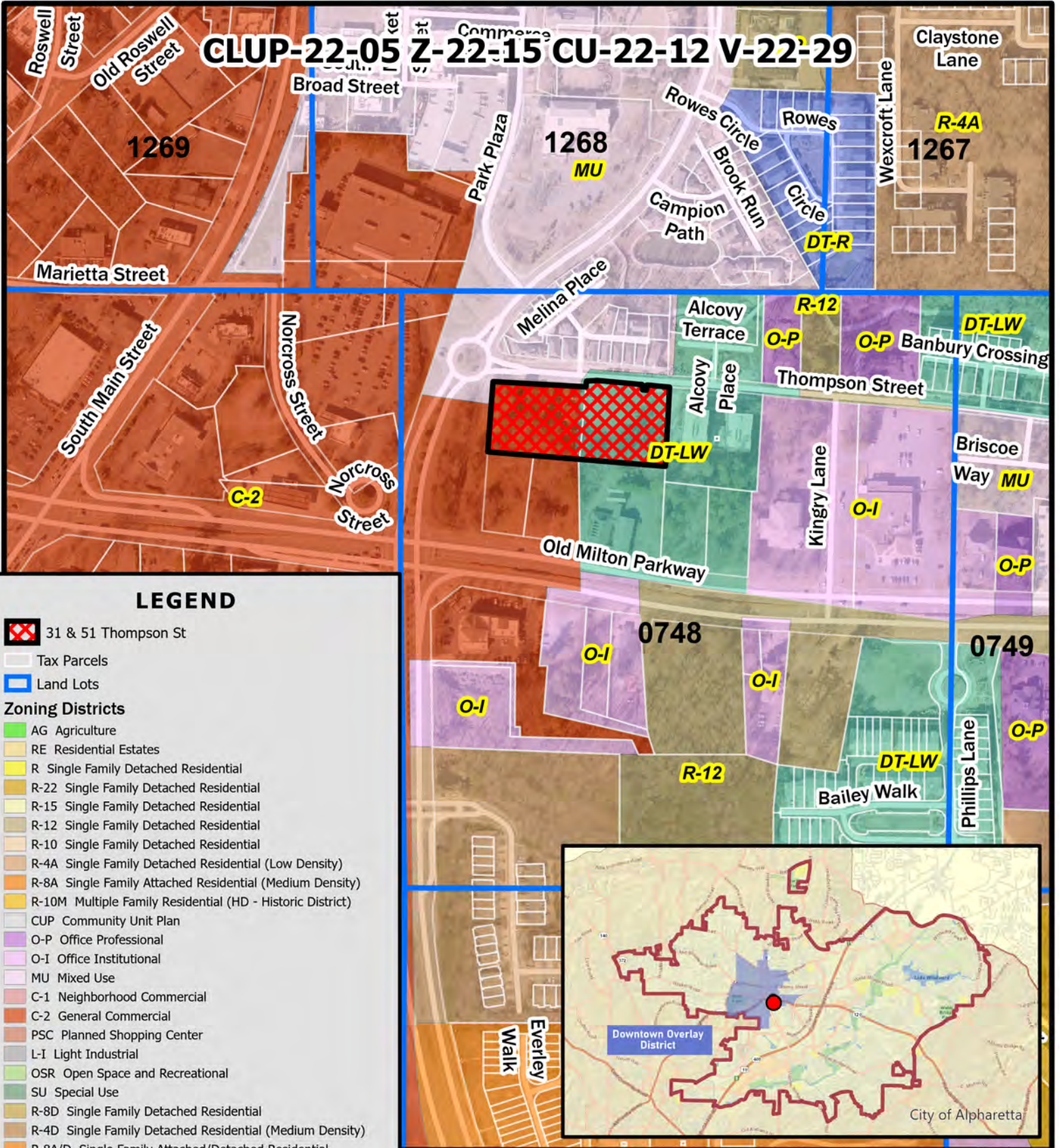
D/LL: 1/2/0748

PC: 12/01/22

CC: 12/12/22

Location Map Provided by:
Community Development - GIS

CLUP-22-05 Z-22-15 CU-22-12 V-22-29



LEGEND

31 & 51 Thompson St

Tax Parcels

Land Lots

Zoning Districts

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

Zoning Map

31 & 51 Thompson Street

CLUP-22-05 Z-22-15

CU-22-12 V-22-29

D/LL: 1/2/0748

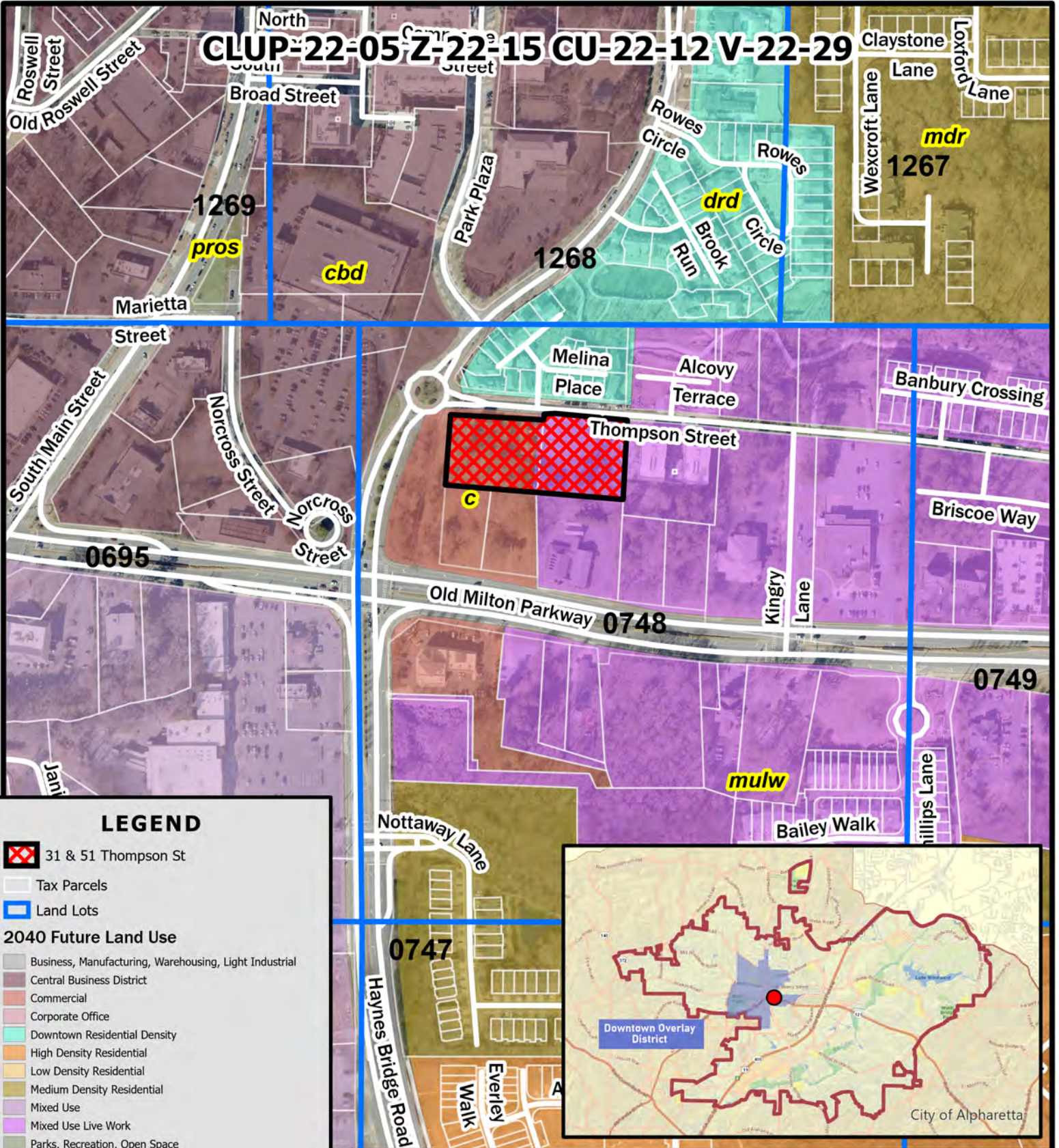
PC: 12/01/22

CC: 12/12/22

Location Map Provided by:
Community Development - GIS



CLUP-22-05 Z-22-15 CU-22-12 V-22-29



LEGEND

- 31 & 51 Thompson St
- Tax Parcels
- Land Lots
- 2040 Future Land Use**
 - Business, Manufacturing, Warehousing, Light Industrial
 - Central Business District
 - Commercial
 - Corporate Office
 - Downtown Residential Density
 - High Density Residential
 - Low Density Residential
 - Medium Density Residential
 - Mixed Use
 - Mixed Use Live Work
 - Parks, Recreation, Open Space
 - Professional Business Office
 - Public, Institutional, Education
 - Residential Estate
 - Very Low Density Residential

Future Land Use Map 31 & 51 Thompson Street

CLUP-22-05 Z-22-15

CU-22-12 V-22-29

D/LL: 1/2/0748

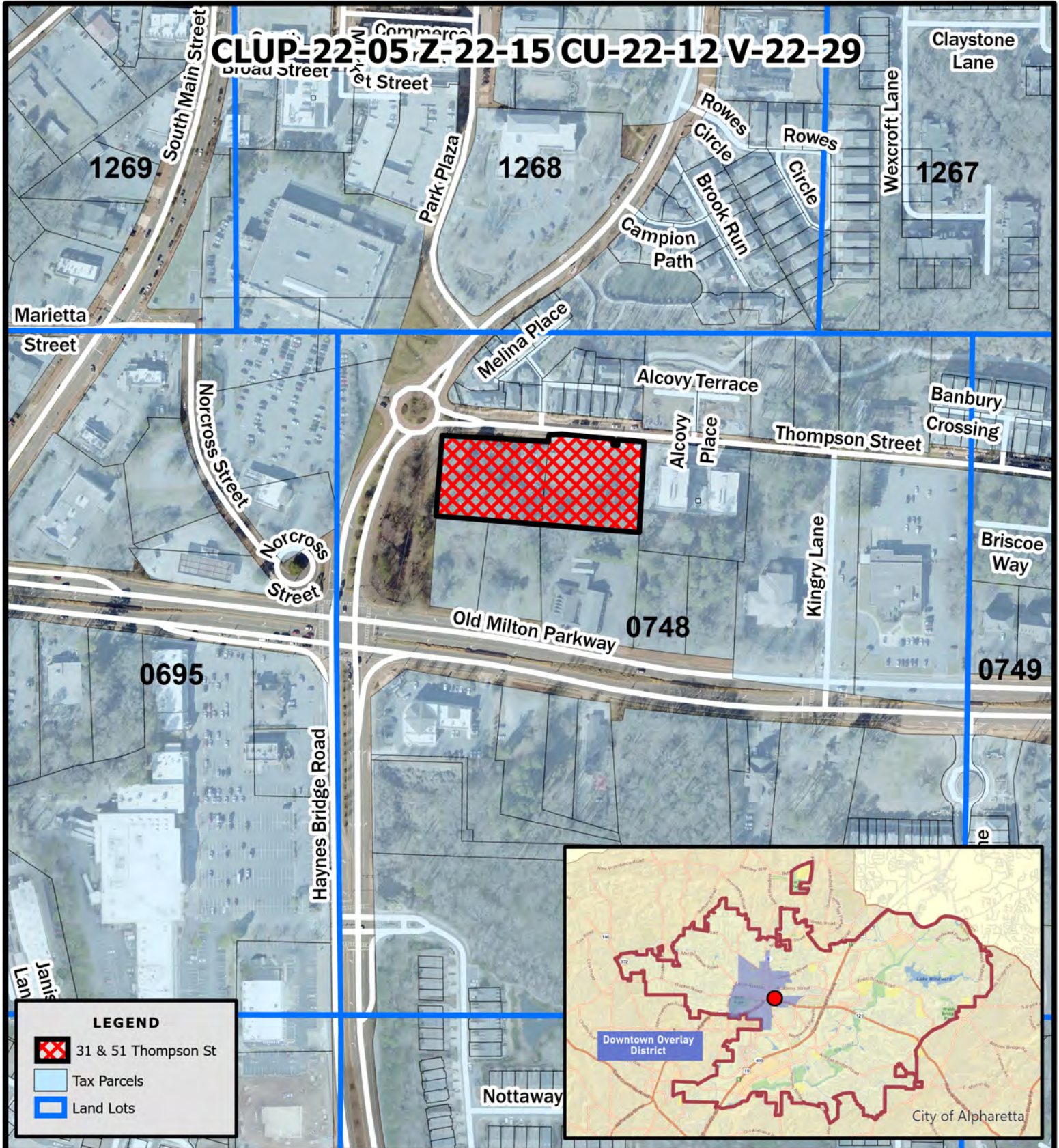
PC: 12/01/22

CC: 12/12/22

Location Map Provided by:
Community Development - GIS



CLUP-22-05 Z-22-15 CU-22-12 V-22-29



CLUP-22-05 Z-22-15

CU-22-12 V-22-29

D/LL: 1/2/0748

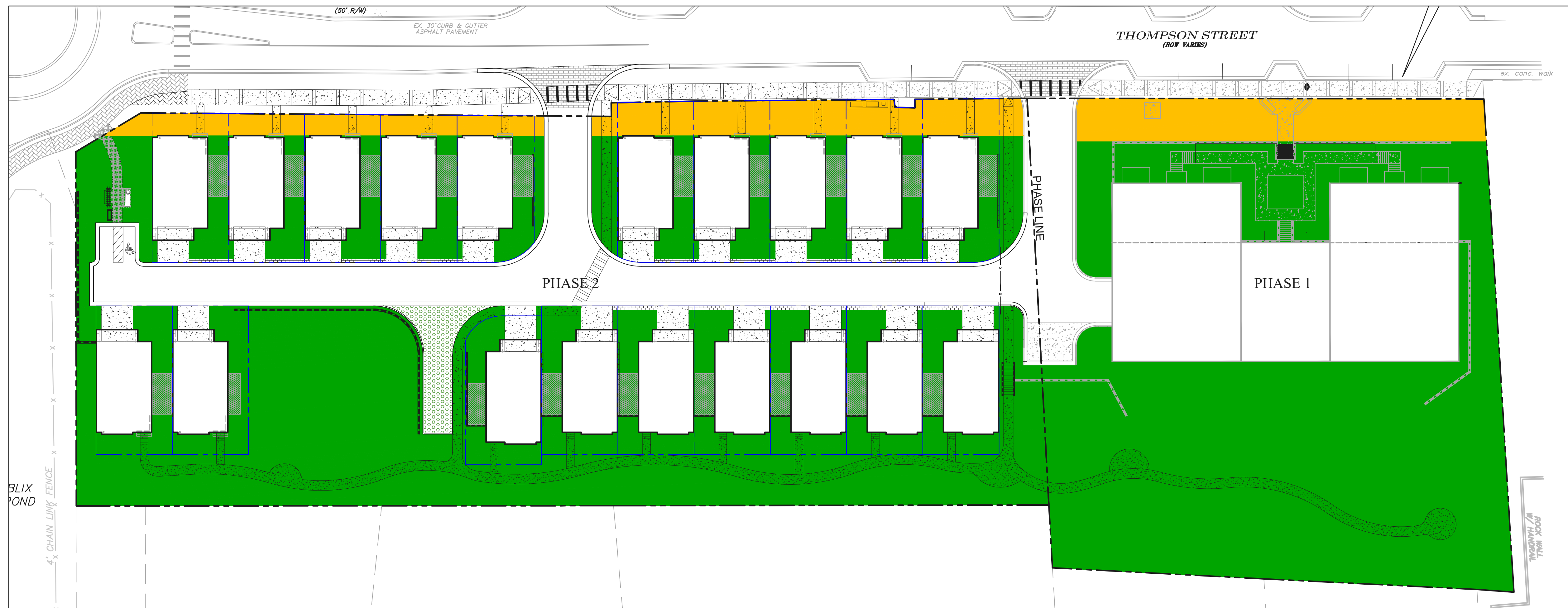
PC: 12/01/22

CC: 12/12/22

Location Map 31 & 51 Thompson Street

Location Map Provided by:
Community Development - GIS

PROPOSED OPEN SPACE DATA



OPEN SPACE DATA

PHASE 1
GROSS LOT AREA: 56,279 SF SF (1.291 ACRES)
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 5,628 SF

MINIMUM CIVIC OPEN SPACE: NONE
(LOT LESS THAN 5.0 AC)
PROVIDED CIVIC OPEN SPACE: 4,482 SF

PROVIDED AMENITY OPEN SPACE: 34,009 SF

TOTAL OPEN SPACE: 38,449 SF (68%)

PHASE 2
CROSS LOT AREA: 03.005.05.05 (0.03 AC)

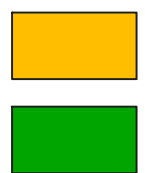
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 9,720 SF

MINIMUM CIVIC OPEN SPACE: NONE
(LOT LESS THAN 5,000 SQ. FT.)

PROVIDED CIVIC OPEN SPACE: 6,070 SF

PRIVATE & DEVELOPMENT AMENITY
OPEN SPACE: 45,027 SF

TOTAL AMENITY SPACE: 51,097 SF (53%)
(CIVIC, DEVELOPMENT, PRIVATE)

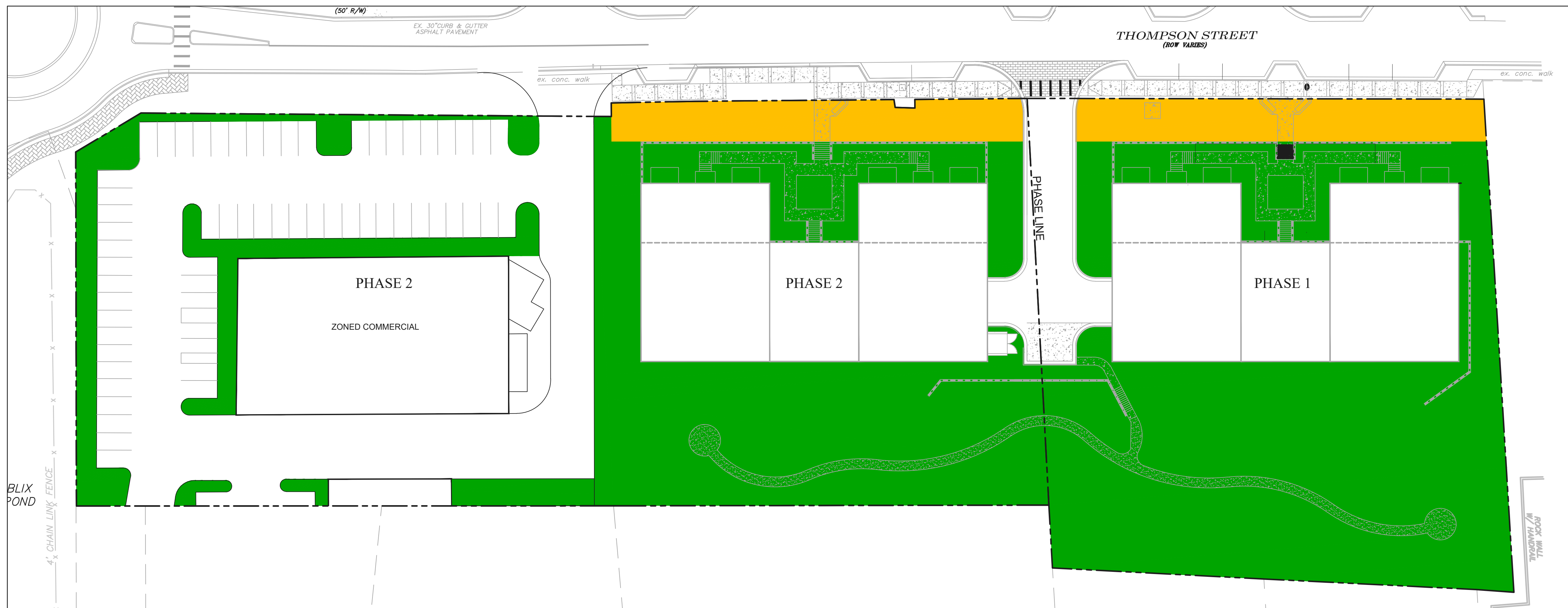


 **paradigm**
Engineering Services, Inc.
Seven Dunwoody Park
Suite 115
Atlanta, GA 30338
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2239
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	1/16/2023
Scale:	NTS

[illegible]

ORIGINAL OPEN SPACE DATA



OPEN SPACE DATA

PHASE 1
GROSS LOT AREA: 56,279 SF (1.291 ACRES)
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 5,628 SF

MINIMUM CIVIC OPEN SPACE: NONE
(LOT LESS THAN 5.0 AC)
PROVIDED CIVIC OPEN SPACE: 4,482 SF

PROVIDED AMENITY OPEN SPACE: 34,009 SF

TOTAL OPEN SPACE: 38,449 SF (68%)

PHASE 2

MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 9,720 SF

MINIMUM CIVIC OPEN SPACE: NONE

PROVIDED CIVIC OPEN SPACE: 6,047 SF

PROVIDED AMENITY OPEN SPACE: 33,942 SF

TOTAL OPEN SPACE: 39,989 SF (41%)



GEORGIA811
Utilities Protection Center, Inc.

Know what's below
Call 811 or (800) 282-7411
Before You Dig

*****CAUTION*****

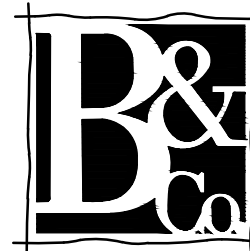
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

24 HOUR CONTACT:
ARTHUR ROUNDTREE 404- 350-1444

**STORYBOOK
BUILDERS, LLC**
2570 Hermitage Drive
Cumming, GA 30041
Phone: (678) 898-2806

THOMPSON STREET PARK
THOMPSON STREET
LAND LOT 247, 1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z2



Brunson & Company
LANDSCAPE ARCHITECTS

903 BOMBAY LANE
ROSWELL, GA 30076
770.864.1987

STORYBOOK BUILDERS, LLC
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
(O) 404-350-1444

OWNER:

THOMPSON STREET PARK
TREE / LANDSCAPE CONCEPT PLAN

Prepared For:
STORYBOOK BUILDERS, LLC

THOMPSON STREET
LL 247 - 1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



SEAL:

THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF
BRUNSON & COMPANY, LLC AND SHALL NOT BE
REPRODUCED OR COPIED IN ANY FORM WITHOUT WRITTEN
CONSENT. BRUNSON & COMPANY, LLC ASSUMES NO
LIABILITY FOR ANY ELEMENTS CONSTRUCTED FROM THIS
PLAN.

REVISIONS:

1/15/21	REV PLANS PER SUBMITTAL REQ.
1/13/23	REV W/ NEW ARBORIST REPORT
1/30/23	REV W/ NEW CIVIL LAYOUT

DRAWING TITLE:

EXISTING TREE
PLAN

DATE:

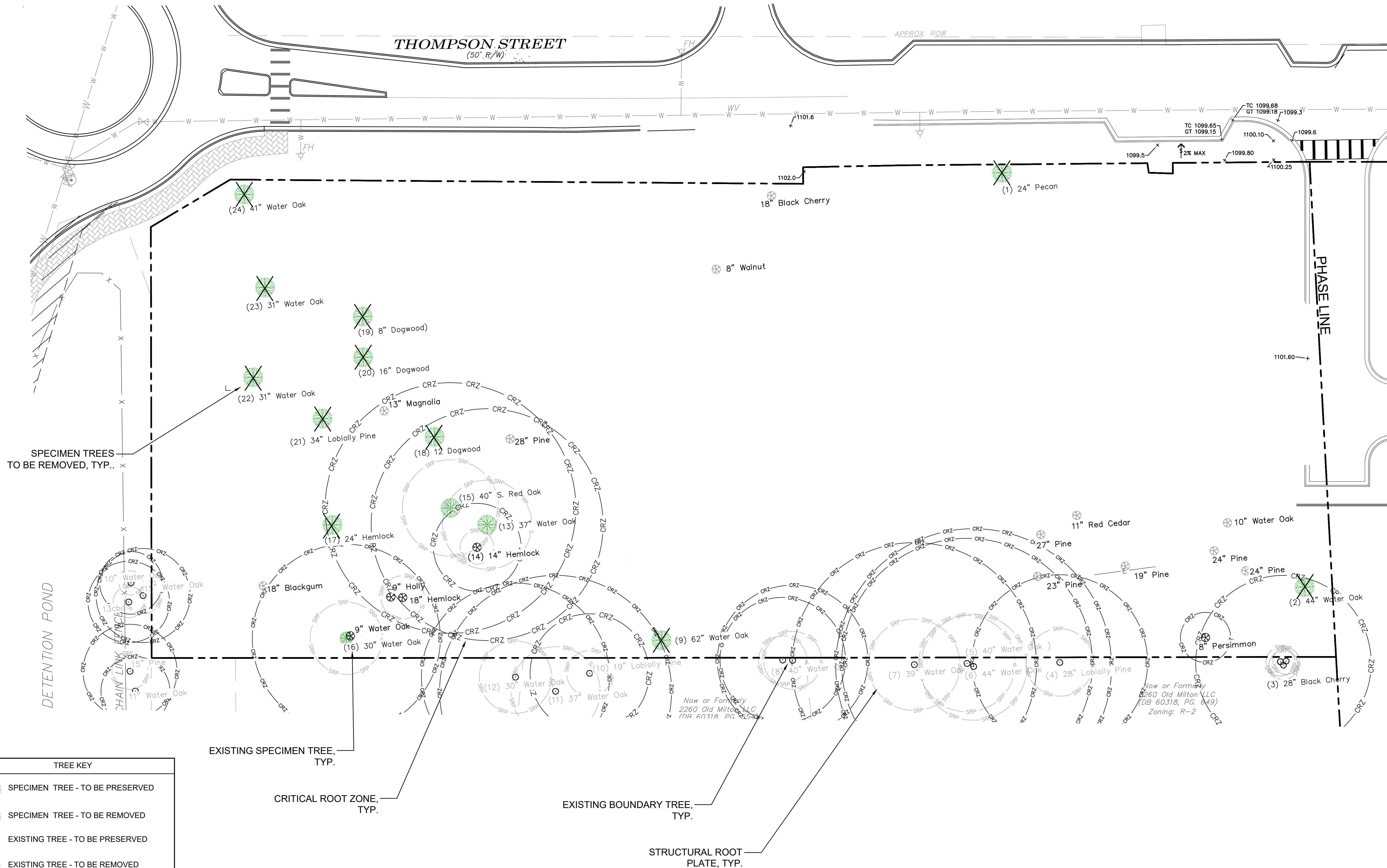
11.7.22

PROJECT #

22.092

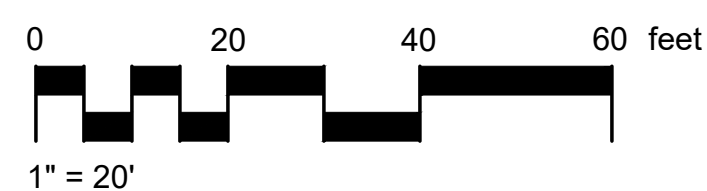
SHEET REF #

LS-101



TREE KEY	
	SPECIMEN TREE - TO BE PRESERVED
	SPECIMEN TREE - TO BE REMOVED
	EXISTING TREE - TO BE PRESERVED
	EXISTING TREE - TO BE REMOVED
	BOUNDARY TREE - TO BE PROTECTED

24 HOUR CONTACT:
ARTHUR ROUNTREE @
(404) 350-1444



NOTE:
SEE UPDATED ARBORIST REPORT FROM
DAVID DECHANT, DATED JAN 11, 2023.



STORYBOOK BUILDERS, LLC
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
(O) 404-350-1444

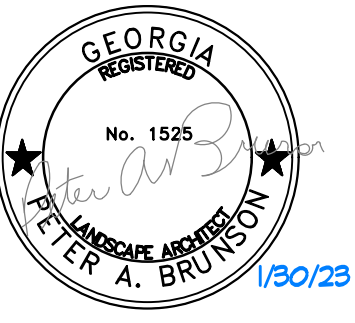
OWNER:

THOMPSON STREET PARK

TREE / LANDSCAPE CONCEPT PLAN

Prepared For:
STORYBOOK BUILDERS, LLC

THOMPSON STREET
LL 247 - 1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



SEA

THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF BRUNSON & COMPANY, LLC AND SHALL NOT BE REPRODUCED OR COPIED IN ANY FORM WITHOUT WRITTEN CONSENT. BRUNSON & COMPANY, LLC ASSUMES NO LIABILITY FOR ANY ELEMENTS CONSTRUCTED FROM THIS PLAN.

REVISIONS

11/15/21	REV PLANS PER SUBMITTAL REQ
1/13/23	REV W/ NEW ARBORIST REPORT
1/30/23	REV W/ NEW CIVIL LAYOUT

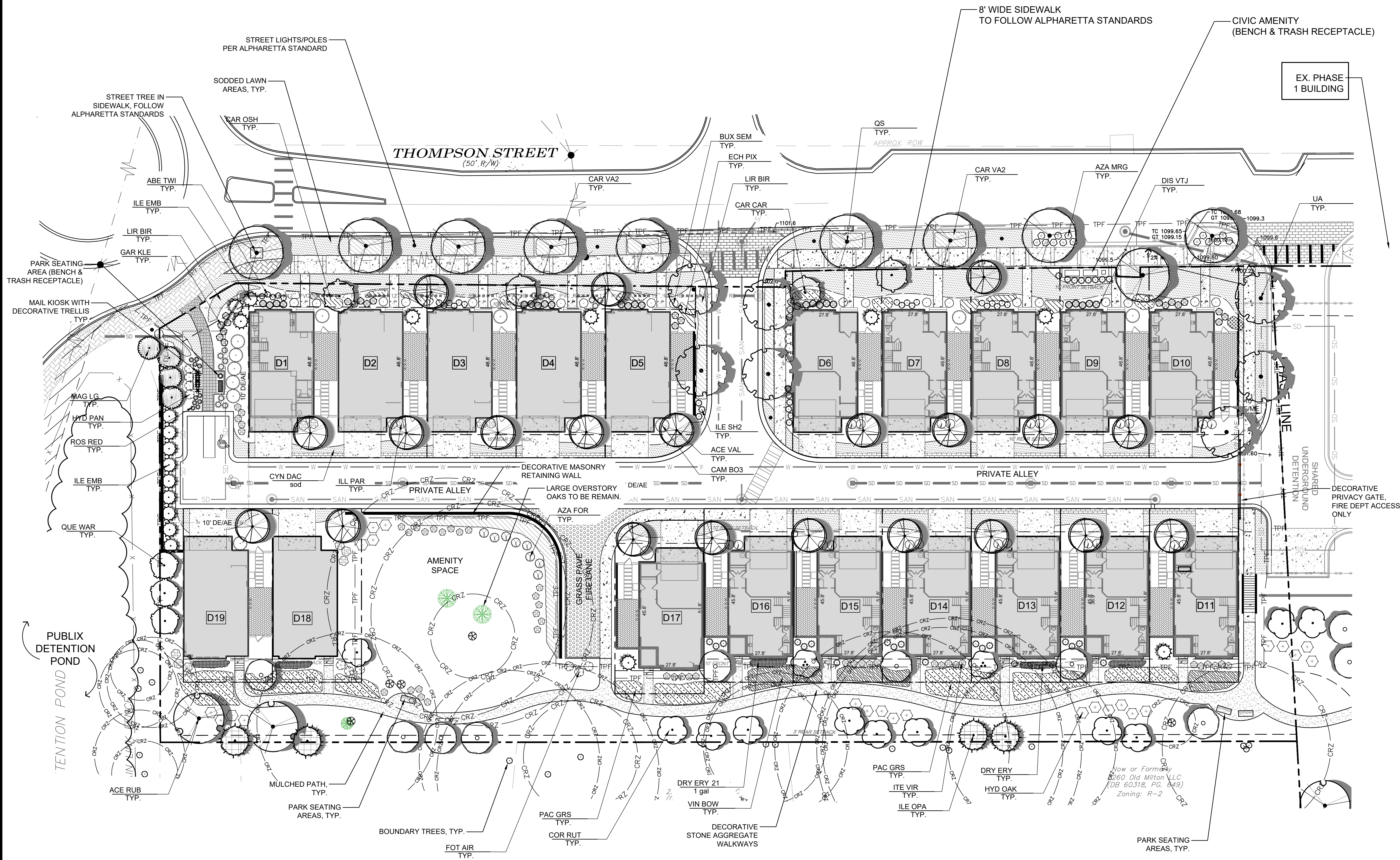
DRAWING TITLE:

LANDSCAPE
CONCEPT PLAN

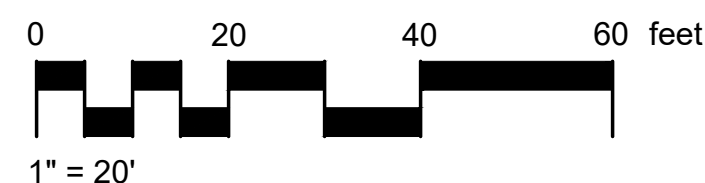
DATE:	PROJECT #
11.7.22	22.092

SHEET REF #

LS-102

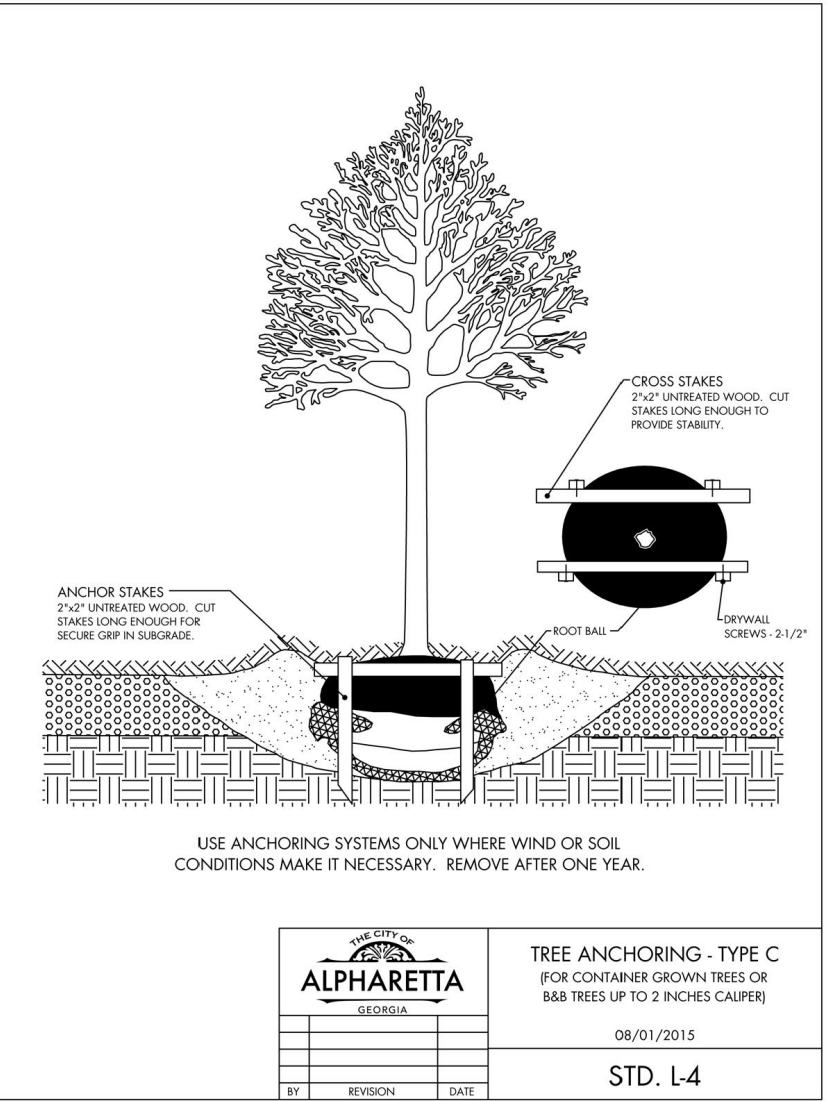
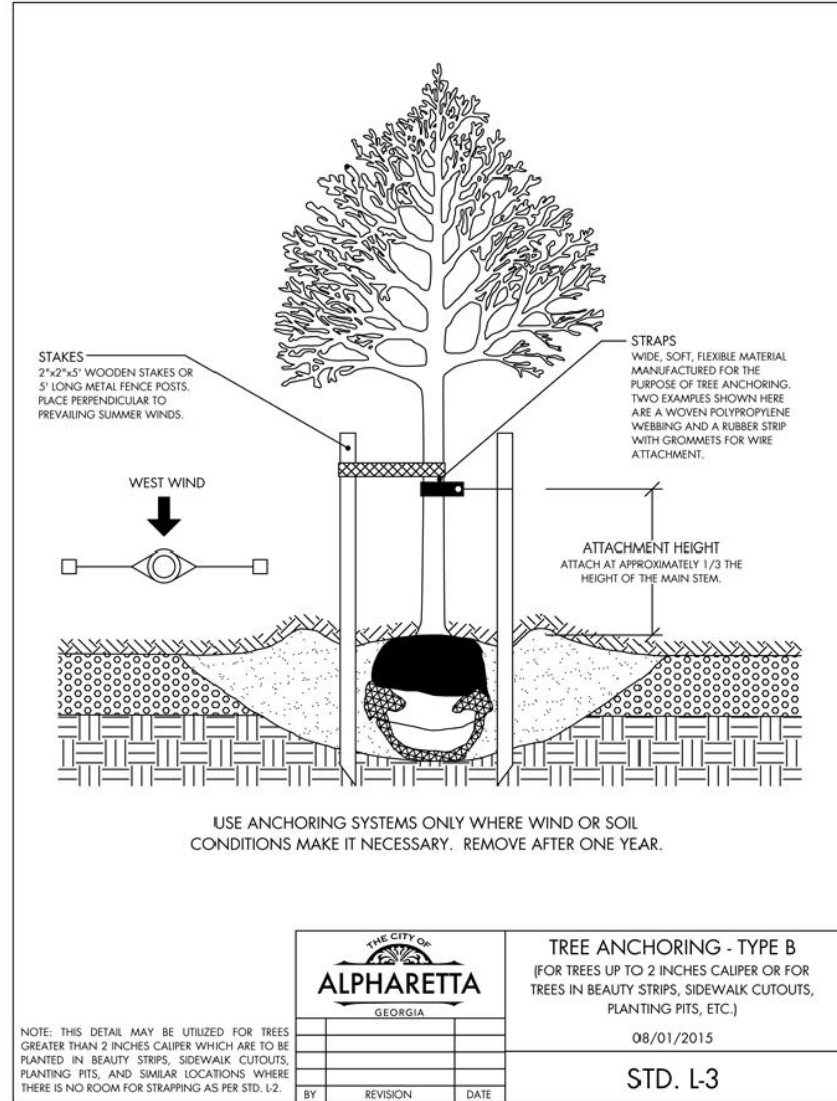
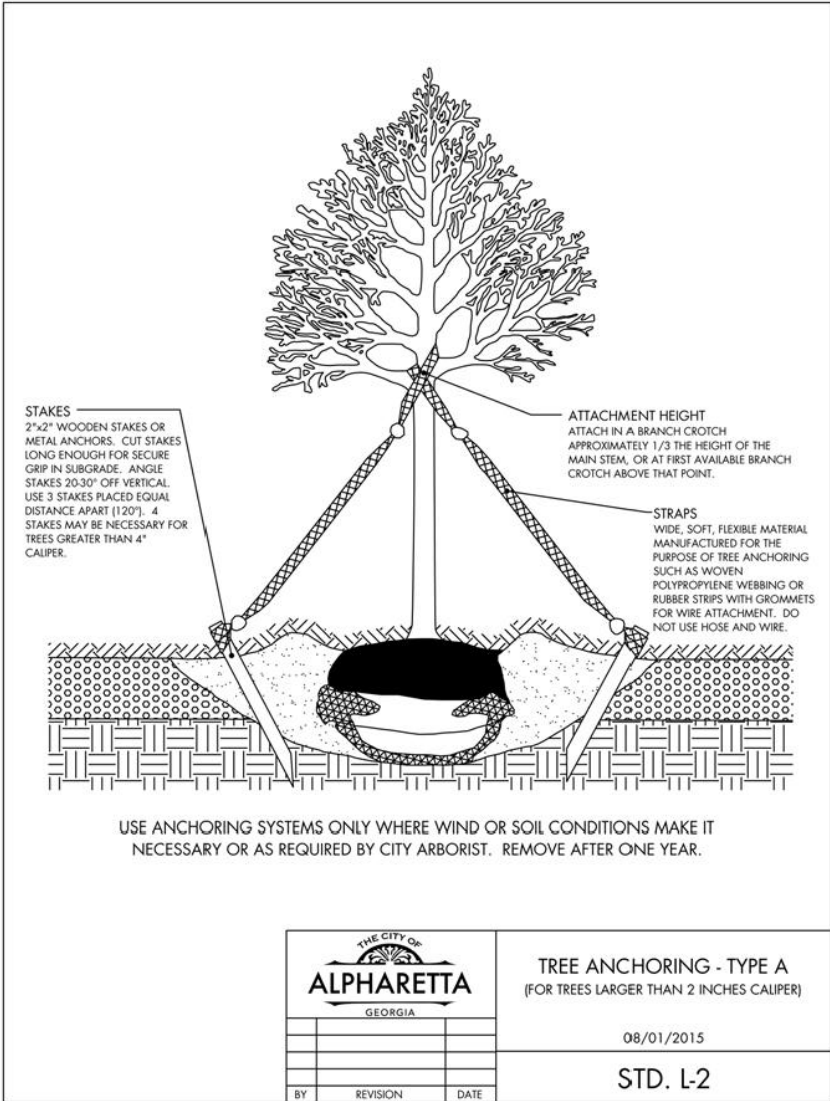
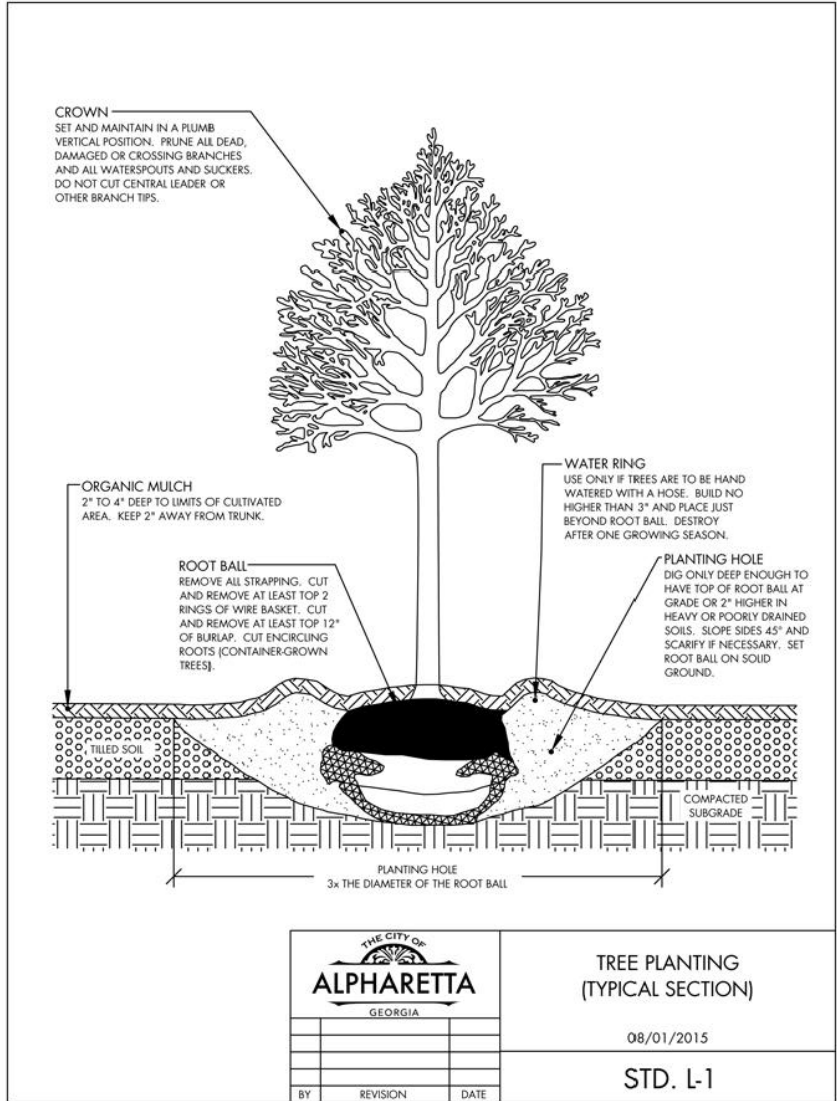


24 HOUR CONTACT:
ARTHUR ROUNTREE @
(404) 350-1444

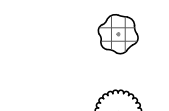
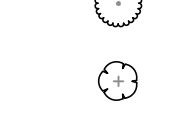
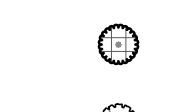
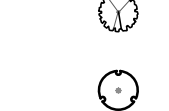
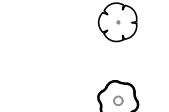
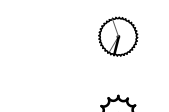
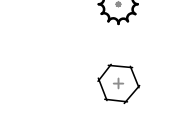
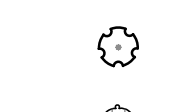
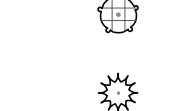
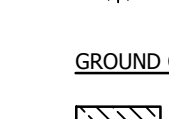
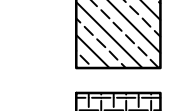
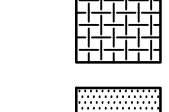
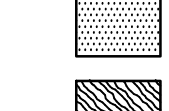
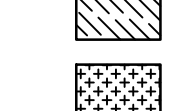
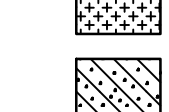
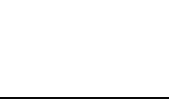


NOTE:
SEE SHEET LS-103 FOR PLANT
LIST & DETAILS





PLANT SCHEDULE

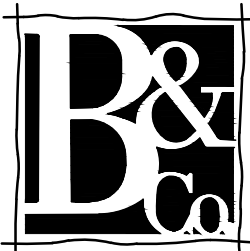
TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE	SPACING
	UA	7	AMERICAN ELM / ULMUS AMERICANA "PRINCETON"	B & B	4" CAL	14-16' HT.	AS SHOWN
	ILE OPA	4	AMERICAN HOLLY / ILEX OPACA	B & B	4" CAL	13'-14' HT.	10' O.C.
	NYS GRE	1	BLACK GUM / NYSSA SYLVATICA "GREEN GABLE" TM	B & B	4" CAL	14-16' HT.	AS SHOWN
	CAR CAR	4	COLLYNAIR AMERICAN HORNBEAM / CARPINUS CAROLINIANA "COLLYNAIR" TM	B & B	4" CAL	16-18' HT.	AS SHOWN
	MAG LG	4	DWARF SOUTHERN MAGNOLIA / MAGNOLIA GRANDIFLORA "LITTLE GEM"	B & B	3" CAL	11'-12' HT.	12' O.C.
	ILE EMB	18	EMILY BRUNER HOLLY / ILEX X "EMILY BRUNER"	B & B		6' HT. MIN.	6' O.C.
	CC	13	FOREST PANSY REDBUD / CERCIS CANADENSIS "FOREST PANSY" TM	B & B	3" CAL	9-10' HT.	AS SHOWN
	ACE RUB	3	RED SUNSET MAPLE / ACER RUBRUM "RED SUNSET"	B & B	4" CAL	16-18' HT.	20' O.C.
	QUE WAR	3	REGAL PRINCE OAK / QUERCUS X WAREI "LONG" TM	B & B	4" CAL	14'-16' HT.	15' O.C.
	BN	1	RIVER BIRCH MULTI-TRUNK / BETULA NIGRA	B & B	4" CAL	14'-16' HT.	AS SHOWN
	QS	10	SHUMARD RED OAK / QUERCUS SHUMARDII	B & B	4" CAL	14'-16' HT.	AS SHOWN
	COR RUT	12	STELLAR PINK DOGWOOD / CORNUS X "RUTGAN"	B & B	3" CAL	8-9' HT.	12' O.C.
	MAG SWE	3	SWEET BAY / MAGNOLIA VIRGINIANA	B & B	3" CAL	10-12' HT.	AS SHOWN
	ACE VAL	21	VALYNOR® TRIDENT MAPLE / ACER BUERGERIANUM "ABFSS"	B & B	4" CAL	14-16' HT.	AS SHOWN
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING	
	MIS SIN	1	ADAGIO EULALIA GRASS / MISCANTHUS SINENSIS "ADAGIO"	3 GAL		3' O.C.	
	BUX SEM	21	AMERICAN BOXWOOD / BUXUS SEMPERVIRENS	B & B			
	ILL PAR	12	ANISE TREE / ILICITUM PARVIFLORUM	3 GAL		4' O.C.	
	CAM BO3	13	BONANZA CAMELLIA / CAMELLIA SASANQUA "BONANZA"	15 GAL		6' O.C.	
	FOT AIR	9	DWARF WITCHALDER / FOTHERGILLA GARDENII "MT. AIRY"	7 GAL	4' O.C.		
	DIS VTJ	23	FIRST EDITIONS® VINTAGE JADE DISTYLUM / DISTYLUM X "VINTAGE JADE"	3 GAL		4' O.C.	
	AZA FOR	8	FORMOSA AZALEA / AZALEA INDICA "FORMOSA"	5 GAL		4' O.C.	
	ILE HOO	17	HOOGENDOORN HOLLY / ILEX CRENATA "HOOGENDOORN"	3 GAL		3' O.C.	
	GAR KLE	26	KLEIM'S HARDY GARDENIA / GARDENIA JASMINOIDES "KLEIM'S HARDY"	3 GAL		3' O.C.	
	HYD PAN	8	LIMELIGHT HYDRANGEA / HYDRANGEA PANICULATA "LIMELIGHT"	7 GAL		4' O.C.	
	AZA MRG	14	MRS. G.G. GERBING INDICA AZALEA / AZALEA INDICA "MRS. G.G. GERBING"	3 GAL		3' O.C.	
	ROS RED	10	RED DRIFT ROSE / ROSA X "MEIGALPIO"	3 GAL	2' O.C.		
	CLE JAP	22	SAKAKI / CLEYERA JAPONICA	3 GAL		3' O.C.	
	ILE SH2	36	SHAMROCK INKBERRY HOLLY / ILEX GLABRA "SHAMROCK"	7 GAL		3' O.C.	
	HYD OAK	27	SNOW QUEEN OAKLEAF HYDRANGEA / HYDRANGEA QUERCIFOLIA "SNOW QUEEN"	7 GAL	6' O.C.	6' O.C.	
	ABE TWI	5	TWIST OF LIME ABELIA / ABELIA X GRANDIFLORA "TWIST OF LIME" TM	3 GAL		3' O.C.	
	ITE VIR	46	VIRGINIA SWEETSPIRE / ITEA VIRGINICA "VIRGINIA"	3 GAL		4' O.C.	
	MUH WC	14	WHITE CLOUD MUHLY GRASS / MUHLENBERGIA CAPILLARIS "WHITE CLOUD"	3 GAL		3' O.C.	
GROUND COVERS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING		
	TRA AS2	9	ASIATIC JASMINE / TRACHELOSPERMUM ASIATICUM "ASIATIC"	1 GAL	36" O.C.	36" o.c.	
	DRY ERY	105	AUTUMN FERN / DRYOPTERIS ERYTHROSORA	1 GAL	18" O.C.	18" o.c.	
	CYN DAC	7,754 SF	BERMUDAGRASS / CYNODON DACTYLON "TIFGREEN"	SOD			
	VIN BOW	160	BOWLES BLUE PERIWINKLE / VINCA MINOR "BOWLES BLUE"	4" POT	24" O.C.	24" o.c.	
	CAR OSH	42	EVEREST JAPANESE SEDGE / CAREX OSHIMENSIS "EVEREST"	1 GAL	24" O.C.	24" o.c.	
		18	EVERILLO JAPANESE SEDGE / CAREX OSHIMENSIS "EVERILLO"	1 GAL	16" O.C.	16" o.c.	
	PAC GRS	972	GREEN SHEEN JAPANESE PACHYSANDRA / PACHYSANDRA TERMINALIS "GREEN SHEEN"	1 GAL	18" O.C.	18" o.c.	
	CAR VA2	247	JAPANESE SEDGE / CAREX MORROWII TEMNOLEPUS "SILK TASSEL"	1 GAL	18" O.C.	18" o.c.	
	LIR BIR	609	LILY TURF / LIRIOPE MUSCARI "JOHN BURCH"	1 GAL	18" O.C.	18" o.c.	
	ECH PIX	85 SF	PIXIE MEADOWWRITE PURPLE CONEFLOWER / ECHINACEA X "PIXIE MEADOWWRITE"	1 GAL	16" O.C.		

LANDSCAPE PLAN NOTES:

- The City Arborist must inspect the site before installation of erosion control measures. Land disturbance without a site inspection and approval by the City Arborist will result in a "Stop-Work Order" and fines.
- If tree survey inaccuracies are found on-site, a stop work order will be issued until revised plans are approved and processed based on accurate information.
- Design Landscape Architect or Project Arborist will inspect, verify, and approve the landscape has been planted per the approved plans and city standards prior to contacting the City Arborist for a CO inspection.
- Trees agreed upon to be saved are the responsibility of the owner.
- A 4" layer of mulch is required for the CRZ of Specimen Trees, Trees of Quality, and Tree Groupings. Mulch must be applied prior to start of construction and must not touch the trunks of the tree(s).
- A minimum 2" layer of mulch is required for all existing, non-specimen, landscape trees, including street and parking lot trees. Mulch must be applied prior to start of construction and shall not touch the trunks of the tree(s).
- All mulch must be organic mulch consisting of wood chips, shredded bark, pine needles, or similar. Synthetic mulch is not approved for use in the City of Alpharetta.
- All newly planted trees shall have visible root flares at finished grade. No circling roots shall be allowed on planted trees. The upper two rings of the wire basket, all burlap, and strapping MUST be cut and removed prior to backfill.
- Plant sizes (caliper and height) MUST match the sizes shown on the plans. Plants that do not meet these minimums will not be accepted. E.g. 3 inch caliper trees must be 3 inches or larger. Plant height measurement is taken at the top of the main body of the plant and not at the tip of the topmost growth.
- All newly planted trees shall be equivalent in quality to a Florida #1 grade or better. All trees of lesser quality shall be rejected by the City Arborist.

- Watering bags or a drip irrigation system MUST be provided for all trees immediately after planting and remain through establishment.
- When watering bags are used manufacturers recommendations MUST be followed for proper sizing and watering schedules. Bags will be filled weekly by owner and during droughts for a minimum of 18 months after installation.
- NO TRENCHING ALLOWED IN TREE SAVE AREAS- INCLUDING IRRIGATION.
- Tree pit drainage testing is required when trees are planted in parking lot islands, sidewalk tree pits, roadway medians, or similar locations. Please refer to City Details regarding planting pit or landscape island construction. Fill each pit with water. If percolation is less than 100% within a 12 hour period, use an auger to drill a 10" inch hole to a depth of four feet below the bottom of the pit. Fill auger hole with drainage gravel and cover with a soil separator. Retest pit. If drainage is still unsatisfactory, City Arborist and Project Arborist must be notified in writing of the locations with poor drainage to provide a solution before planting. Testing results must be provided to the City Arborist.
- All buffers shall be planted where sparse and code required screening shall be installed in order to create a year round opaque screen within 2 years of construction or as directed by the City of Alpharetta. During construction or at the time of CO the City may require additional plantings to meet these requirements above what is shown on the approved landscape plan.
- All tree anchoring devices shall be removed from tree after one complete growing season or one year after planting, whichever is greater.
- Property owner shall be responsible for the care and maintenance of the trees and landscaping that front their property within the ROW.
- Landscape contractors are required to attend the City of Alpharetta Pre-Construction Class prior to starting work on any project. Please call (678)297-6070 for information and to reserve a spot.
- NO TREES SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT. Make sure this note is bold and located in a prominent place near the dam.

24 HOUR CONTACT:
ARTHUR ROUNTREE @
(404) 350-1444



Brunson & Company
LANDSCAPE ARCHITECTS
903 BOMBAY LANE
ROSOWELL, GA 30076
770 . 864 . 1987

STORYBOOK BUILDERS, LLC
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
(O) 404-350-1444

OWNER:

THOMPSON STREET PARK
TREE / LANDSCAPE CONCEPT PLAN
Prepared For:
STORYBOOK BUILDERS, LLC
THOMPSON STREET
LL 247 - 1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



SEAL:

THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF BRUNSON & COMPANY, LLC AND SHALL NOT BE REPRODUCED OR COPIED IN ANY FORM WITHOUT WRITTEN CONSENT. BRUNSON & COMPANY, LLC ASSUMES NO LIABILITY FOR ANY ELEMENTS CONSTRUCTED FROM THIS PLAN.

REVISIONS:

11/15/21	REV PLANS PER SUBMITTAL REQ.
11/13/21	REV W/ NEW ARBORIST REPORT
1/30/23	REV W/ NEW CIVIL LAYOUT

DRAWING TITLE:

LANDSCAPE
DETAILS

DATE:

11.7.22

PROJECT #

22.092

SHEET REF #

LS-103

Thompson Street Park

Tree Assessment

For:
Chad Kee
Storybook Builders
2570 Hermitage Drive
Cumming, GA 30041

Consulting Arborist:
David Dechant LEED AP, SITES AP, ENV SP
ISA Board Certified Master Arborist #SO-5335BM
ISA Certified Municipal Specialist
ISA Qualified Tree Risk Assessor

January 11, 2023

Tree Assessment

Assignment

Assess, tag, and record the following data for City of Alpharetta specimen trees meeting the size criteria for hardwood trees $\geq 24"$ in Diameter at Breast Height (DBH), pine, sweetgum and tulip poplar trees $\geq 30"$ DBH, coniferous trees $\geq 20"$, magnolia and beech trees $\geq 20"$, flowering understory trees $\geq 8"$ (except sourwood $\geq 10"$) DBH site-wide: tree number, diameter, species, vitality, and other comments relative to condition. Boundary trees $\geq 18"$ DBH were also captured 30' outside the property line around the perimeter of the project site

Methods

Information for the following parameters was recorded for each tree and provided in the following inventory.

Term	Description
Tree No.	All trees were tagged on the side of the trunk with an aluminum tag, bearing a unique number to identify trees at about 5 feet with a pink ribbon attached to each tag.
Species	Listed as the North American common name.
DBH	Diameter of trunk in inches, measured at 4.5' feet above average soil level. Measurements were taken using a forestry diameter tape.
Condition	Good.....Tree has excellent vigor and is actively growing without any serious pathogenic problems. Tree exhibits a structural form that is safe and typical of the species. Fair.....Tree is in moderate health but may have a minor pathogenic problem. Some insects and disease could be present. Tree may have minor structural defects but does not exhibit optimal form for the species in an urban environment. A tree in fair condition may not react favorably to site developments or additional stress. Poor.....Tree's vigor is low to moderate. It may also have moderate to severe structural defects or a form that is undesirable for the species. Some trees in poor condition are not recoverable and could degrade into a state of advanced decline leading to death. Dead.....Tree is dead. Hazardous .Tree with uncorrectable defects severe enough to pose imminent danger to people or buildings under normal conditions, as determined by a City Arborist or City Forester.
Comments	Additional information regarding health and condition of the trees.

Tree Assessment Data

TAG#	DBH	SPECIES	CONDITION	NOTES
1	24	Pecan	Good	Few broken limbs present in upper canopy
2	44	Water Oak	Poor	Large basal wound resulting from major stem failure at approximately 8', there is a small hollow area below this wound, there is wood decay fungi and evidence of wood boring insect in the wound. There is a small area of <i>Hypoxylon spp.</i> on the lower stem, there are multiple overextended scaffold limbs. This tree may not meet the 15-year life expectancy requirement.
3	28	Black Cherry	Poor	Boundary tree that is tri-stem at root crown with 11", 11" and 14" stems. Both 11" stems dead and there is significant die-back in the 14" stem. Also tag #24
4	28	Loblolly Pine	Good	Boundary tree with significant vine coverage, also tag #392
5	40	Water Oak	Poor	Boundary tree with diameter measured at point below co-dominant stems. The tree is co-dominant at approximately 4' with a weak stem union and included bark with stems measuring 21" and 28", there is an open vertical basal wound on the 21" stem from the point of co-dominance to approximately 12'. Significant bow in 21" stem. There are multiple locations of wood decay fungi that encompasses approximately 10% of the root crown. Also tag #'s 22, 346. This tree may not meet the 15-year life expectancy requirement.
6	44	Water Oak	Poor	Boundary tree with diameter measured at 18" just below the point of multi-stem union. Stem diameters measure 16", 21", and 24". All three stems have a weak stem union and included bark. All three stems have a severe phototropic lean with medium vine coverage on all 3 stems. Also bearing tag #'s 23 and 347. This tree may not meet the 15-year life expectancy requirement.

7	39	Water Oak	Poor	Boundary tree, the tree is co-dominant at approximately 15' with a weak stem union and included bark, with a fissure indicating movement between the two stems at the stem union. There is a large dead limb at the point of co-dominance, there are several dead limbs present. The tree has significant vine coverage. This tree may not meet the 15-year life expectancy requirement.
8	40	Water Oak	Fair	Boundary tree that is co-dominant at root crown with 20" and 23" stems. There is a weak stem union with extremely included bark. The 23" stem has an approximate 10-degree lean, there are a few dead limbs present in the canopy and the tree has moderate ivy coverage. Shown on another plan as two trees
9	62	Water Oak	Poor	Boundary tree with multiple dead limbs and large broken stubs in upper canopy, one broken stub with wood decay fungi present. There are multiple large over-extended limbs with excessive end weight that have weak stem attachments. There are two long vertical fissures present on the stem of the tree that are approximately 180-degrees apart from each other. Multiple large surface roots present. Some scaffold limbs with large wisteria vines attached. Also tag #20. This tree may not meet the 15-year life expectancy requirement.
10	19	Loblolly Pine	Good	Boundary tree
11	37	Water Oak	Good	Boundary tree, few dead limbs present, small basal cavity at approximately 5' from old broken off limb, few wisteria vines in canopy
12	30	Water Oak	Good	Boundary tree, few dead broken limbs present with moderate wisteria vine coverage
13	37	Water Oak	Good	Few large over-extended limbs, few large dead limbs present. Also tag# 1901
14	14	Hemlock	Good	This may considered a tree of quality
15	40	Southern Red Oak	Good	Few dead limbs present in the upper canopy, also tag# 1900

16	30	Water Oak	Poor	DBH measured below multi-stem union with stems measuring 9", 14" and 15". The tree is multi-stem at root crown and at 3' with weak stem unions and extremely included bark, there are bleeding wounds on the 9" stem. Also tag#1903. This tree may not meet the 15-year life expectancy requirement.
17	24	Hemlock	Fair	Large branching pattern low on tree stem and co-dominant at approximately 10' on the main tree stem. There are multiple dead limbs present. Also tag# 1904
18	12	Dogwood	Poor	Tree DBH measured below the point of co-dominance at approximately 1' with 7" and 8" stems. the tree has a weak stem union with extremely included bark and multiple basal wounds resulting from possible mechanical damage, one broken limb stub present. Also tag# 1899. This tree may not meet the 15-year life expectancy requirement.
19	8	Dogwood	Good	Also tag# 1896
20	16	Dogwood	Poor	Measured at approximately 2' below point of co-dominance with 7" and 8" stems. There is a major crack in the stem union terminating at a hollow spot at the root crown. There are multiple old pruning cuts present. Also tag# 1897. This tree may not meet the 15-year life expectancy requirement.
21	34	Loblolly Pine	Good	Also tag# 1898
22	31	Water Oak	Poor	Multiple dead limbs present with an approximate 40% Mistletoe infestation throughout the upper canopy. There is a basal cavity present at approximately 15' with evidence of wildlife activity. Also tag#1895. This tree may not meet the 15-year life expectancy requirement.
23	31	Water Oak	Fair	The tree has been moderately pruned for overhead utility clearance, the is and approximate 15% Mistletoe infestation throughout the upper canopy, there are small cavities on several scaffold limbs, there is an approximate 10% tip die-back in the upper canopy. Also tag# 1894.

24	41	Water Oak	Poor	The tree has been moderately pruned for overhead utility clearance. There are multiple large limbs with weak stem attachments, one large low scaffold limb with a cavity thru the limb, there is an approximate 25% tip die-back in the upper canopy. There is one broken hanging scaffold limb present. There are multiple dead limbs present. This tree may not meet the 15-year life expectancy requirement.
----	----	-----------	------	---

Note: A previous tree inventory and Existing Tree Site Plan showed tree #1902 as meeting the specimen tree size criteria of 24" DBH as measured below the point of co-dominance. After multiple attempts to verify this diameter, it was determined that the tree actually measures 23" DBH and does not meet the specimen tree size criteria.

Summary

24 trees were tagged on this site that included on-site and boundary trees

13 On-site Specimen Trees

5 trees are in Good condition
2 trees are in Fair condition
6 trees are in Poor condition

Tree #14 an on-site tree was determined to be a tree of quality and is in good condition. This tree does not meet the specimen tree size criteria.

9 Boundary Specimen Trees

3 trees are in Good condition
1 tree is in Fair condition
5 trees are in Poor condition

Tree #10 a boundary tree was found to be in good condition. This tree does not meet the specimen tree size criteria.

Exhibits



Tree #2, Area of damaged stem with *Hypoxylon spp.* adjacent to small basal cavity



Tree #3, two dead stems



Tree #5, vertical wound on 21" stem with weak stem union and severely included bark



Tree #6, significant phototropic lean, severe vine coverage



Tree #7, dead stub and fissure below point of co-dominance



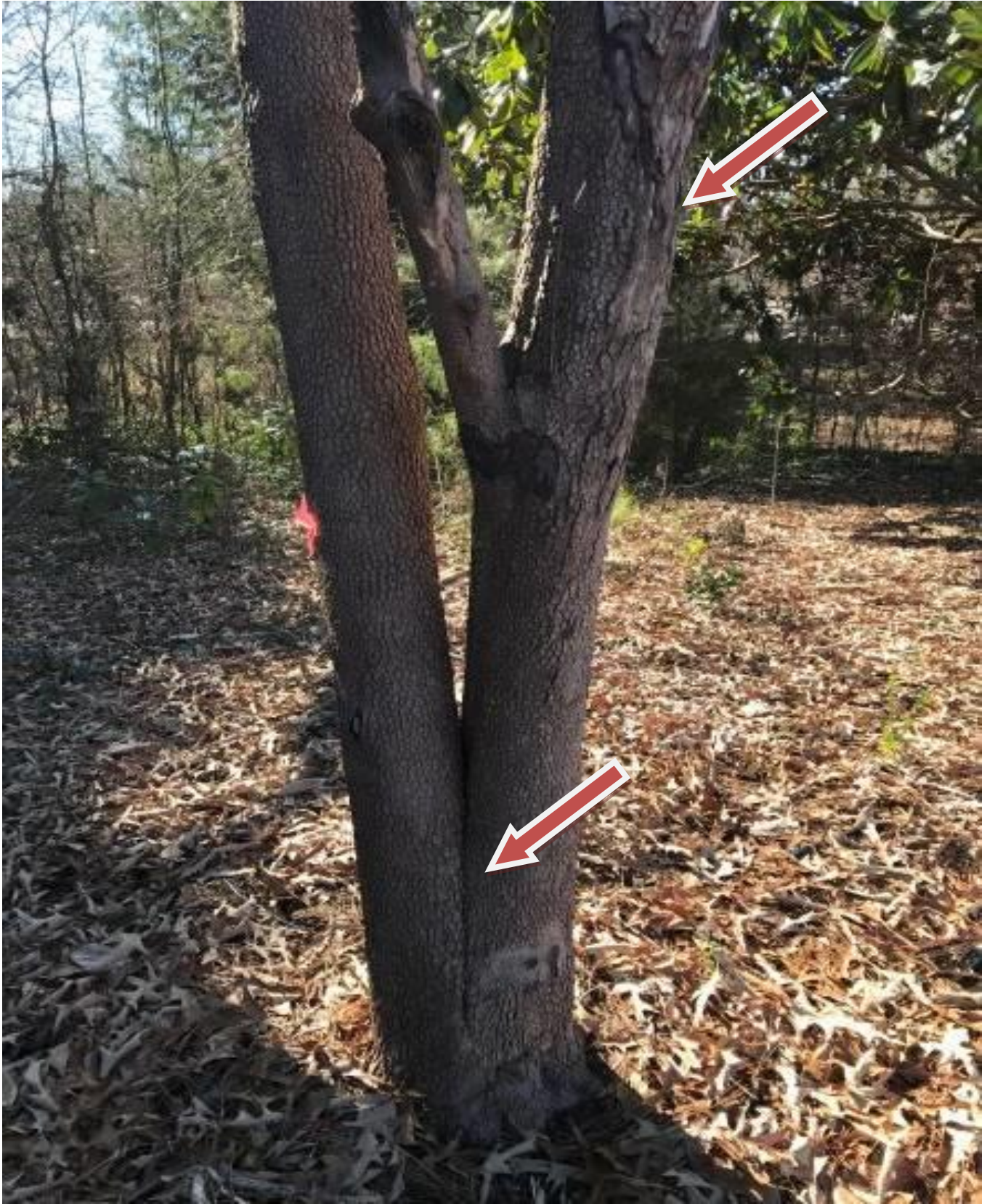
Tree #9, large dead stubs and large over-extended limbs



Tree #16, tri-stem at root crown with weak stem union and extremely included bark



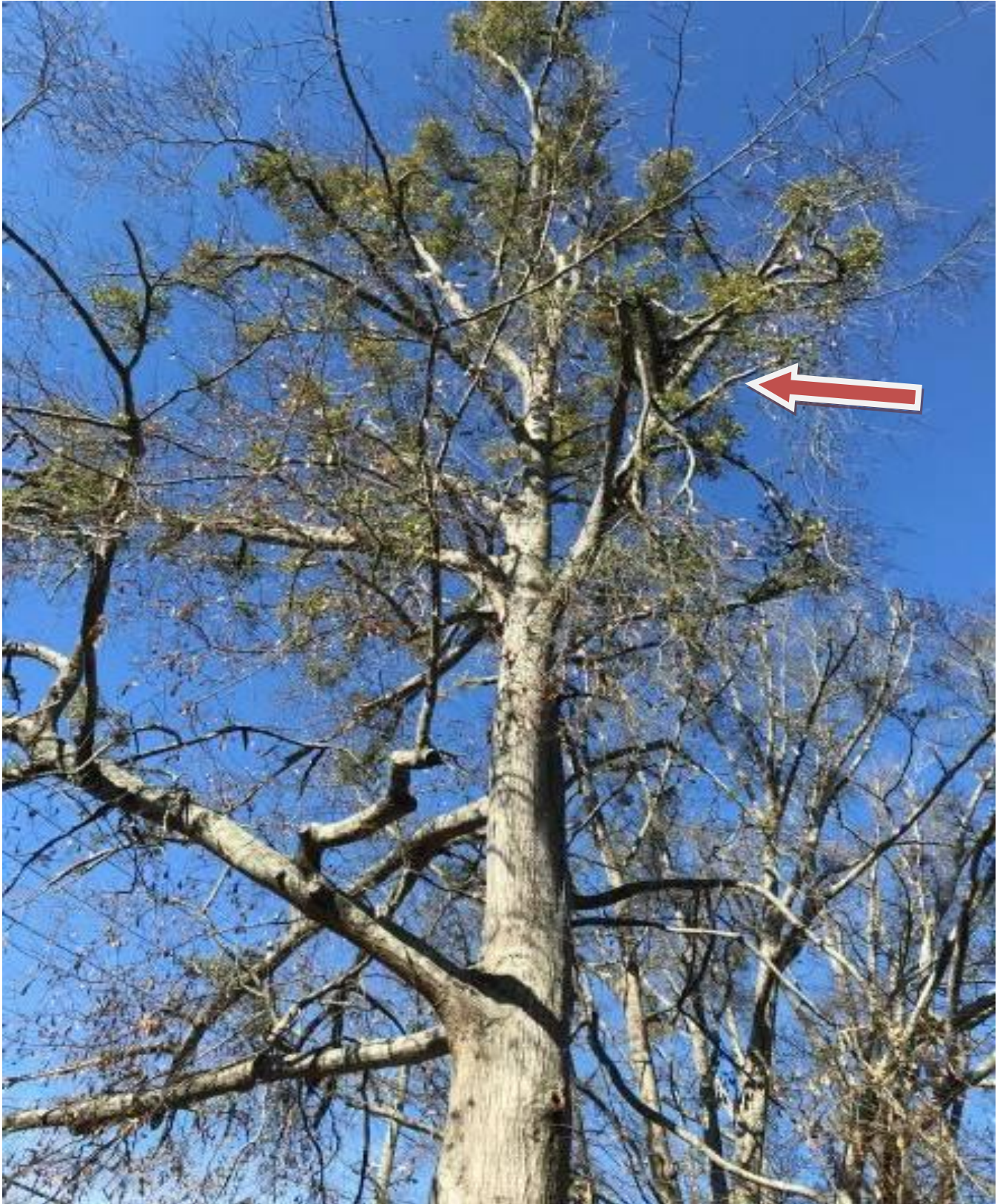
Tree #17, with low large multi-branching and multiple dead limbs



Tree #18 with weak stem union and extremely included bark with multiple wounds on stem



Tree #20, large crack in stem down to hollow area at root crown



Tree #22, approximately 40% Mistletoe with broken limb



Tree #23, approximately 15% Mistletoe approximate 10% tip die-back



Tree #24, broken limb, Mistletoe and tip die-back



Tree #8, co-dominant at root crown

Exhibit A - Renderings



3D Thompson Street View

Thompson Street Homes

Alpharetta, Georgia

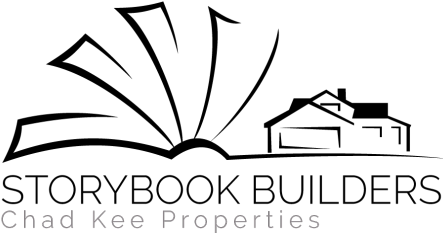


Exhibit A - Renderings



Front Elevations
Thompson Street Homes
Alpharetta, Georgia

Exhibit A - Renderings



Typical Courtyard Side Elevation
Thompson Street Homes
Alpharetta, Georgia

Exhibit A - Renderings



Typical Side Elevation
Thompson Street Homes
Alpharetta, Georgia

Exhibit A - Renderings



Rear Elevations
Thompson Street Homes
Alpharetta, Georgia

Exhibit A - Renderings



Front Elevations - Park Facing Lots
Thompson Street Homes
Alpharetta, Georgia

Community Zoning Information Meeting (CZIM)

November 9, 2022

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

CLUP-22-05/Z-22-15/CU-22-12/V-22-29 / Thompson Street Park/31 & 51 Thompson Street

NAME	ADDRESS	COMMENTS
Guy Fragle	2380 Melina Place Alpharetta, GA 30009	cell: 678-525-8268
Danielle + Russ West	390 Bambury-Xing Alpharetta, GA 30009	770.313.0093 love this plan!! <u>Gorgeous</u>
Mary Beth + Bram Krieger	2290 Melina Pl Alpharetta, 30009 voysey	770-855-2139
Natalie Lance	2360 Melina Place Alpharetta, GA 30009	cell 404-276-3496 natrlance@gmail.com
Rebecca Zavacky	2540 Brook Run Alpharetta 30009	Rebecca@thegeorgiahomesgroup.com 814-777-6449

Community Zoning Information Meeting (CZIM)

November 9, 2022

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

CLUP-22-05/Z-22-15/CU-22-12/V-22-29 / Thompson Street Park/31 & 51 Thompson Street

NAME	ADDRESS	COMMENTS
Paul Gibbs	3065 Bellingham Roswell GA	Looks like a nice addition
Cathy Treible + Peter Treible	335 Banbury Crossing Alpharetta 30009	treiblecathy@gmail.com
Terry Harper	2330 Melina Pl. HARPT58@gmail.com	
Margie Ray	12015 Champion Path Amray390@bellsouth.net	

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: Storybook Builders

Contact Name: Kathryn M. Zickert/Smith, Gambrell & Russell, LLP Telephone: 404.815.3704

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.

Letters were sent to the property owners noted on the attached lists. A public meeting has not yet occurred as of the date of this Public Participation Form Part B, however the Applicant will be attending the Community Zoning Information Meeting at the City of Alpharetta City Hall on November 9th. The Applicant expects public comment from that meeting and can supplement this form at that time.

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

- | | |
|---|---|
| ☒ Letter (see attached) | ☐ 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.

(see attached)

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: Kathryn M Zickert Date: 11.03.2022

Neighbor Letter

1105 W. Peachtree Street, N.E., Suite 1000
Atlanta, Georgia 30309-3592
Tel: 404 815-3500 www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

Kathryn M. Zickert
Direct Tel: 404-815-3704
kzickert@sgrlaw.com

OCTOBER 24, 2022

RE: 31 and 51 Thompson Street
Tax Parcel Nos.: 12-270307480685 and 12-270307480693
CLUP-22-05 /Z-22-15 / CU-22-12 / V-22-29

Dear Neighbor:

You are receiving this notification because you are an owner of property within 500 feet of the above-referenced property. This notice is to invite you, if you are interested, to a Community Zoning Information Meeting to detail Storybook Builders' request involving property at 31 and 51 Thompson Street, Alpharetta, Georgia. Storybook Builders seeks permission to develop a 22-unit owner-occupied single-family subdivision, with 18 detached homes and 4 attached townhomes. Their Application to the City of Alpharetta requests the following:

- (1) Rezoning request (from C-2 and DT-MU to DT-MU);
- (2) Amendment to the comprehensive plan (to change C-2 Commercial District to Mixed Use);
- (3) Approval of a Conditional Use Permit (to increase density from 8 units per acre to 10 units per acre) as per the density of the Thompson Flats; and
- (4) Approve variances to eliminate inter-parcel vehicular connectivity and reduce front yard planter strip.

The Community Zoning Information Meeting (CZIM) for this request will be held on November 9, 2022 at 6:00 PM in the Multipurpose Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Thursday, December 1, 2022 at 6:30 PM and City Council on Monday, December 12, 2022 at 6:30 PM. The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 404.815.3704 or kzickert@sgrlaw.com.

Sincerely,



Kathryn M. Zickert

cc: Ms. Kathi Cook
Neil S. Morrisroe
Chad Kee

2022.10.24 Morrisroe Kairos Public notification letter - 10/18/2022 6:25:17 PM



Atlanta | Austin | Jacksonville | London | Los Angeles | Miami | New York | Southampton | Washington, D.C.

500' Property Owner List

ALPHARETTA BK VENTURE LLC
6400 POWERS FERRY RD STE 100
ATLANTA GA 30339

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30004

KRIEGER BRAM & KRIEGER MARY E
2290 MELINA PL
ALPHARETTA GA 30009

K & S OLD MILTON LLC
3396 CAVERTON LANE
ALPHARETTA GA 30022

TGH PROPERTIES LLC
5755 N POINT PKWY 213
ALPHARETTA GA 30005

MOONEY PATRICK & ANGELA PORTER
2300 MELINA PL
ALPHARETTA GA 30009

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

TGH PROPERTIES LLC
5755 N POINT PKWY 213
ALPHARETTA GA 30005

KURT AKGUN BASAK & GAMZE ALATAN
2785 WEBB RD
ALPHARETTA GA 30009

RG MEDICAL PROPERTIES III LLC
1835 SAVOY DR STE 101
ATLANTA GA 30327

CUMBERLAND TRUST & INVESTMENT COMP
ANY
40 BURTON HILLS BLVD STE 300
NASHVILLE TN 37215

FLEMING SCOTT A
2320 MELINA PL
ALPHARETTA GA 30009

RG MEDICAL PROPERTIES III LLC
1835 SAVOY DR STE 101
ATLANTA GA 30327

NEWELL WILLIAM THOMAS & NEWELL JAN
EL MYERS
2610 BROOK RUN
ALPHARETTA GA 30009

LONG JARRET & LONG KAREN
2305 MELINA PL
ALPHARETTA GA 30009

SEISAN MFA PROPERTIES LLC
2425 OLD MILTON PKWY
ALPHARETTA GA 30009

VOYSEY NOTA LLC
403 YANKEE CT
NEWTOWN SQUARE PA 19073

MELZER STEVEN M & MARY P
2390 MELINA PL
ALPHARETTA GA 30009

GAYASUDDIN MOHAMMED
3626 ROBINSON WALK DR
MARIETTA GA 30068

ROBERTS MARK PETER & KOLSTAD ANDRE
A MAY
2600 BROOK RUN
ALPHARETTA GA 30009

JAKULSKI DONNA
2370 MELINA PL
ALPHARETTA GA 30009

ROWES DOWNTOWN HOMEOWNERS ASSOCIAT
ION I NC
11340 LAKEFIELD DR
DULUTH GA 30097

COUCH JANET L
2315 MELINA PL
ALPHARETTA GA 30009

MOSS LESLIE MOSS RHONDA
112 THOMPSON ST
ALPHARETTA GA 30004

MELESH JOHN MICHAEL & MELESH TAYLO
R ELISE
365 ROWES CIR
ALPHARETTA GA 30009

MORACA LISA
2400 MELINA PL
ALPHARETTA GA 30009

STATE BANK & TRUST COMPANY
4219 FORSYTH RD
MACON GA 31208

JOSEPH A LITAVIS TRUST THE & CLARK
KATHY LYNNE
355 ROWES CIR
ALPHARETTA GA 30009

KEMP JOHN ALAN & KEMP MARISA
12005 CAMPION PATH
ALPHARETTA GA 30009

GARCIA DANIEL A
2565 BROOK RUN
ALPHARETTA GA 30009

K & S OLD MILTON LLC
3396 CAVERTON LANE
ALPHARETTA GA 30022

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

SMITH JASON
2555 BROOK RUN
ALPHARETTA GA 30009

CHAN TIN & ENG DANNY
3975 OLD MILTON PKWY # S 1
ALPHARETTA GA 30005

AVERY PARK PARTNERS LLC
2300 BETHELVIEW RD STE 110 239
CUMMING GA 30040

ONORATO RICHARD C & KATHLEEN E
12025 CAMPION PATH
ALPHARETTA GA 30009

THOMPSON STREET CITY HOMES LLC
8256 MAIN ST
WOODSTOCK GA 30188

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

NEWHALL LAND CO
2974 HARDMAN CT
ATLANTA GA 30305

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

UNITED STATES POSTAL SERVICE
1735 NORTH BROWN RD STE 200
LAWRENCEVILLE GA 30043-8153

ONE ALPHARETTA PARTNERS LLC
410 PEACHTREE PKWY STE 4245
CUMMING GA 30041

K & S OLD MILTON LLC
3396 CAVERTON LANE
ALPHARETTA GA 30022

FULTON COUNTY GEORGIA
141 PRYOR ST
ATLANTA GA 30303

JANOVITZ RICHARD & RENEE
205 W SPRINGS LAKE DR
ALTAMONTE SPRINGS FL 32714

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

BENNETT HARRY MICHAEL & BENNETT DO
NNA STRINGER
81 THOMPSON STREET FLATS UNIT 301
ALPHARETTA GA 30009

VELURU NANDA K
3367 ARCHGATE CT
ALPHARETTA GA 30004

PUBLIX SUPER MARKETS INC
P O BOX 32025
LAKELAND FL 33802-2025

STRACHAN MARIJKE W & BERSON STEVEN
L
71 THOMPSON ST # 101
ALPHARETTA GA 30009

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

TIEKEN DONALD R & SANDRA CASEY
71 THOMPSON ST UNIT 102
ALPHARETTA GA 30009

PUBLIX SUPER MARKETS INC
P O BOX 32025
LAKELAND FL 33802-2025

WONG DAVID YUHE & CHRISTINE RONG
4575 WEBB BRIDGE RD 5691
ALPHARETTA GA 30005

JANKE SCOTT L & JANKE BEVERLY J
71 THOMPSON ST UNIT 201
ALPHARETTA GA 30009

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

THOMPSON STREET CITY HOMES LLC
8256 MAIN ST
WOODSTOCK GA 30188

THOMPSON STREET CITY HOMES LLC
8256 MAIN ST
WOODSTOCK GA 30188

LANCE SCOTT & NATALIE
2360 MELINA PL # 8
ALPHARETTA GA 30009

BEARDEN JAMES
81 101 THOMPSON ST
ALPHARETTA GA 30009

MCLAUGHLIN CHARLOTTE KENDRICK
12000 CAMPION PATH
ALPHARETTA GA 30009

KAPLAN MICHAEL E & KAPLAN LORI J
2340 MELINA PL
ALPHARETTA GA 30009

KAIROS CAMP LLC
410 PEACHTREE RD STE 424
CUMMING GA 30041

ORLANDO JOSEPH S & MARIA
2580 BROOK RUN
ALPHARETTA GA 30009

FRAGLE GUY J & MARIA
2380 MELINA PL
ALPHARETTA GA 30009

LONG JOSEPH WILLIAM
8 201 THOMPSON ST
ALPHARETTA GA 30009

PEMBERTON BRADFORD L & ROBYN L
2570 BROOK RUN
ALPHARETTA GA 30009

MILLER CONNOR & MILLER KATHERINE E
LIZABETH
2410 MELINA PL
ALPHARETTA GA 30009

WILLIAMS THOMAS HAMILTON & WILLIAM
S MARY MICHELE
71 THOMPSON ST UNIT 202
ALPHARETTA GA 30009

LAFFERTY ROB R & BRENDA W
2560 BROOK RUN
ALPHARETTA GA 30004

CHRISTIE NICK JR & CHRISTIE FRANCE
S B
2420 MELINA PL
ALPHARETTA GA 30009

BEELEN FRANS
71 THOMPSON ST UNIT 301
ALPHARETTA GA 30009

MAUCK JAMES LEONARD JR & MAUCK LYN
N BEELER
385 ROWES CIR
ALPHARETTA GA 30009

RENNER JEFF & RENNER JUDI
2430 MELINA PL
ALPHARETTA GA 30009

SIMPSON CANDICE K & CARLOS C
71 THOMPSON ST UNIT 302
ALPHARETTA GA 30009

SMITH KEN H & SHERI L
375 ROWES CIR
ALPHARETTA GA 30009

BURNS HERBERT III & JOY
2440 MELINA PL
ALPHARETTA GA 30009

NEWHALL LAND CO
2974 HARDMAN CT
ATLANTA GA 30305

GRITTERS RANDALL D & GRITTERS MICH
ELLE J E T
2295 MELINA PL
ALPHARETTA GA 30009

RAY ALLEN & MARGARET MARY
12015 CAMPION PATH
ALPHARETTA GA 30009

COOK KATHRYN E
2325 MELINA PL
ALPHARETTA GA 30009

TRACEY STERN HARPER REVOCABLE TRUST
2330 MELINA PL # 5
ALPHARETTA GA 30009

ROSENTHAL KAY
81 THOMPSON ST UNIT 302
ALPHARETTA GA 30009

December 2, 2022

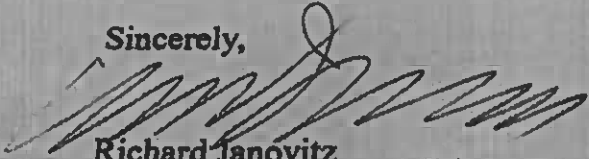
Gentlemen,

Please be advised that I live in the townhomes constructed by Kairos Development Unit 202.

I have the reviewed the current plan to develop 22 single-family homes on Thompson Street referred to as Thompson Street Park. I am very much in favor of the plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of the Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

I cannot imagine anything better use of this land to enhance our value and have the street look very desirable.

Sincerely,



Richard Janovitz

81 Thompson Street
#202.

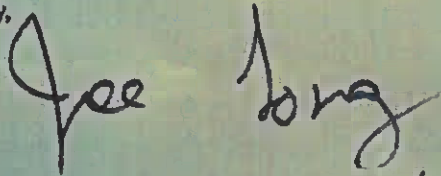
Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I live in the townhomes constructed by Kairos Development Unit 201. Our Homeowners Association entered into several agreements with Kairos to fund the Homeowners Association to finish up needed exterior work and perform "punch list" items. That work has been completed done.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,



Joe Long
81 Thompson Street, Unit 201
Alpharetta, GA 30009

11/28/22

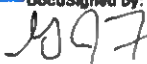
Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I own a home located in the Voysey community on Thompson Street. Voysey is located directly across Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,

DocuSigned by:

BF7DCD537FBC486...

2380 Melinda Place
Alpharetta GA 30009

From: Guy Hotmail gfragle@hotmail.com
Subject: Support For Storybook Development on Thompson
Date: December 1, 2022 at 6:40 PM
To: chadkee@storybookbuilder.com



Chad,

It was a pleasure meeting you at the public meeting at city hall a few weeks ago.

I'm delighted to see the quality craftsmanship and design of your proposed development and believe it would be a much welcome addition to our community as a whole.

Thanks for being so transparent about your plans and concerned about being a good neighbor throughout the development process.

Best,
Guy Fragle
2380 Melina Place

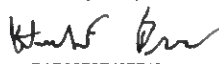
Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I own a home located in the Voysey community on Thompson Street. Voysey is located directly across Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,

DocuSigned by:

DAD98E3E437F481...

Herbert and Joy Burns
2440 Melina Place
Alpharetta, GA 30009

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

I am a property owner in Alpharetta.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and encourage you to approve it. The residential charm and walkability of Thompson Street will be better protected with this project at corner of Thompson Street versus a commercial building. The project appears to be very well designed, would enhance the Thompson Street aesthetic, and contribute to the overall appeal and value of the downtown Alpharetta area.

Sincerely,

DocuSigned by:

41B242AE01B048C...
Brian McNeese
12/1/2022

Donald Mitchell (dmitchell@alpharetta.ga.us)

Brian Will (bwill@alpharetta.ga.us)

Douglas J. DeRito (dderito@alpharetta.ga.us)

John Hipes (jhipes@alpharetta.ga.us)

Jason Binder (jbinder@alpharetta.ga.us)

Dan Merkel (dmerkel@alpharetta.ga.us)

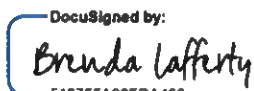
Gentlemen:

I am a property owner in Alpharetta at Voysey.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and encourage you to approve it. The residential charm and walkability of Thompson Street will be better protected with this project at corner of Thompson Street versus a commercial building. The project appears to be very well designed, would enhance the Thompson Street aesthetic, and contribute to the overall appeal and value of the downtown Alpharetta area.

We are not in favor of a commercial building on this corner.

Sincerely,

DocuSigned by:

518755A29FDA488...
Brenda Lafferty
Voysey
2560 Brook Run
12/1/2022

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that we rent a home located in the Foundry community on Thompson Street. The Foundry is located east on Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,



John Prothro
265 Thompson St.
Alpharetta, GA 30009

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I own a home located in the Foundry community on Thompson Street. The Foundry is located east on Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Williams", with a long horizontal flourish extending to the right.

Wade & Kathy Williams
361 Concorde Street
Alpharetta, GA 30009

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I own a home located at 525 Woods Walk, in the Midwick community on Thompson Street. Midwick is located approx. 750' east on Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,



Louis Trinh

525 Woods Walk
Alpharetta, GA 30009

770-714-5258 cell

From: Mary Beth Krieger mbkjt4@gmail.com
Subject: Resident Thompson Street Letter for Thompson St Park development
Date: December 1, 2022 at 1:59 PM
To: dmitchell@alpharetta.ga.us, bwill@alpharetta.ga.us, dderito@alpharetta.ga.us, jhipes@alpharetta.ga.us, Binder, Jason
jbinder@alpharetta.ga.us, Merkel, Dan dmerkel@alpharetta.ga.us
Cc: chadkee@storybookbuilder.com, Bram Krieger ICE bramk88@gmail.com

MK

Gentlemen:

Please be advised that we own a home located in the Voysey community on Thompson Street. Voysey is located directly across Thompson Street from the proposed new development.

We have reviewed the current plan from Chad Key at Storybook Builders to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park.

We are in favor of this plan and urge you to approve it, *provided* you find it adheres to all Alpharetta city building codes and zoning requirements. We believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. (Increased business traffic on Thompson has resulted in resident safety issues; a commercial development would worsen this activity, therefore we strongly favor a residential rather than commercial development.) Thompson Street Park appears to be very well designed and would enhance the overall Thompson Street appeal and value.

Thank you for your oversight in ensuring Thompson St continues to be wisely developed.

Sincerely,
Mary Beth & Bram Krieger
2290 Melina Pl, Alpharetta 30009
Voysey

Mary Beth & Bram Krieger

From: Mary Melzer mpmelzer@gmail.com

Subject: Thompson street development

Date: December 1, 2022 at 4:20 PM

To: dmitchell@alpharetta.ga.us, bwill@alpharetta.ga.us, dderito@alpharetta.ga.us, jhipes@alpharetta.ga.us, jbinder@alpharetta.ga.us, dmerkel@alpharetta.ga.us

Cc: chadkee@storybookbuilder.com, Mary Beth Krieger mbkjt4@gmail.com

MM

Gentlemen,

Please be advised that I own a home located in the Voysey community on Thompson Street. Voysey is located directly across Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,

Steve and Mary Melzer

2390 Melina Place

Alpharetta, Georgia 30009

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I am a property owner on Thompson Street. We are located approx. 500' east on Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It appears to be very well designed and would enhance the Thompson Street appeal and value.

Sincerely,



Paul Gibbs
92 Thompson Street
Alpharetta, GA

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

Please be advised that I own a home located in the Midwick community near Thompson Street. Midwick is located approx. 750' east on Thompson Street from the proposed new development.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. I believe the residential feel of our street will be better protected with a residential property at the end of Thompson Street versus commercial. It also appears to be very well designed and would overall enhance the Thompson Street appeal and value.

Sincerely,

Russ + Danielle West

Russ & Danielle West
390 Banbury Xing

Donald Mitchell (dmitchell@alpharetta.ga.us)
Brian Will (bwill@alpharetta.ga.us)
Douglas J. DeRito (dderito@alpharetta.ga.us)
John Hipes (jhipes@alpharetta.ga.us)
Jason Binder (jbinder@alpharetta.ga.us)
Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

I am a property owner in Alpharetta and a top producing Realtor in the community for 27 years.

I have reviewed the current plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and strongly encourage you to approve it. The residential charm and walkability of Thompson Street will be better protected with this project at corner of Thompson Street versus a commercial building. The project is very well designed by Lew Oliver, and I know the builder team to be of the highest character with an unwavering dedication to excellence. This delightful project would enhance the Thompson Street aesthetic and contribute to the overall appeal and value of the downtown Alpharetta area.

I personally know many local residents who would very much be in favor of this project.

Sincerely,

DocuSigned by:

Rhonda Haran

84F7D3E2BA9C423...

Rhonda Haran

Ansley Real Estate

404.556.5600

rhonda@ansleyre.com

December 1, 2022

Donald Mitchell (dmitchell@alpharetta.ga.us)

Brian Will (bwill@alpharetta.ga.us)

Douglas J. DeRito (dderito@alpharetta.ga.us)

John Hipes (jhipes@alpharetta.ga.us)

Jason Binder (jbinder@alpharetta.ga.us)

Dan Merkel (dmerkel@alpharetta.ga.us)

Gentlemen:

I own a house in Voysey, directly across Thompson Street from the proposed Thompson Street Park project.

I went to the introductory meeting last month and was impressed with the proposed plan to develop 17 single-family homes & 5 townhomes on Thompson Street referred to as Thompson Street Park. I am very much in favor of this plan and urge you to approve it. It will be a great addition to what is already happening on Thompson Street.

Sincerely,



Terry Harper
2330 Melina Place
Alpharetta, GA
770-713-5856

From: [Woodman, Michael](#)
To: [Jackson, Tracy](#)
Subject: FW: Storybook Builders on Thompson
Date: Thursday, November 10, 2022 12:54:32 PM

[REDACTED]

[REDACTED]

From: Mary Beth Krieger <[REDACTED]>
Sent: Thursday, November 10, 2022 12:41 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>; Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Storybook Builders on Thompson

[CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Michael and Kathi,

FYI if it's helpful for you both to know - My husband and I attended the meeting last night at city hall to view the plans for the vacant lot across the street from Voysey on Thompson. We were very pleased with the renderings and specs for the new neighborhood, and liked the builder too. Most everyone seemed positive about what was presented.

We've also been invited to meet with the developers for the 92 Thompson condo building to provide our feedback. The meeting will be late November.

We are in favor of city development and so will do what we can to help developers in the process. Looking forward to having Thompson St finished!

Thanks for all the work you guys do,
Mary Beth & Bram Krieger
2290 Melina Pl, Voysey

Follow me on [Linked In](#)

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: Kathryn M. Zickert Telephone: 404-815-3704

Address: 1105 W. Peachtree St., NE Suite: 1000

City Atlanta State: GA Zip: 30309 Fax: 404-685-7004

Mobile Tel: 404-906-2792 Email: kzickert@sgrlaw.com

Subject Property Information:

Address: 31 and 51 Thompson Street Current Zoning: C-2 and DT-LW

District: 1 Section: 2 Land Lot: 748 Parcel ID: 12270307480685 and 12270307480693

Proposed Zoning: DT-LW Current Use: Vacant

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

- | | | |
|---|--|--|
| ☒ Conditional Use | ☐ Master Plan Amendment | ☒ Comprehensive Plan Amendment |
| ☒ Rezoning | ☐ Master Plan Review | |
| ☒ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other <i>(Specify):</i> _____ | |

APPLICANT REQUEST AND INTENT

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

22-unit owner-occupied single-family subdivision. 18 detached homes, 4 attached townhomes.

Applicant's Request (Please itemize the proposal):

1. Rezone from C-2 and DT-MU to DT-MU
2. Amend Comprehensive Plan to change C-2 Commercial District to Mixed Use
3. Approve Collateral Use Permit to increase density from 8 units per acre to 10 units
4. Approve variances to:
 - a. eliminate interparcel vehicular connectivity
 - b. reduce front yard planter strip for units along Thompson Street

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

Please see Letter of Intent filed simultaneously.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Jack G. Williams Agent For ONE Alpharetta Partners

Telephone: 770-363-2405

Address: 410 Peachtree Parkway

Suite: 4245

City: Cumming

State: GA

Zip: 30041

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: Kathryn Zickert

Telephone: 404-815-3704

Address: 1105 W. Peachtree Street, NE

Suite: 1000

City: Atlanta

State: GA

Zip: 30309

So Sworn and Attested:

Owner Signature:

Date: 10-02-2022

Notary:

Notary Signature:

Date: 10/02/2022



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Leon E. Williams as Agent Avery Park LLC

Telephone: 4-04-915-1400

Address: ¹⁰³104 Hendrix Drive

Suite: _____

City: Canton

State: GA

Zip: 30115

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: Kathryn Zickert

Telephone: 404-815-3704

Address: 1105 W. Peachtree Street, NE

Suite: 1000

City: Atlanta

State: GA

Zip: 30309

So Sworn and Attested:

Owner Signature: _____

Date: 10-02-2022

Notary: _____

Notary Signature: _____

Date: 10/01/2022



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: Leon E. Williams

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

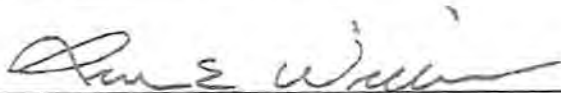
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67-43.

Signature: _____



Date: 10-1-2022

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 ten (10) days prior to the Planning Commission meeting or which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Jack G. Williams

Subject: Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

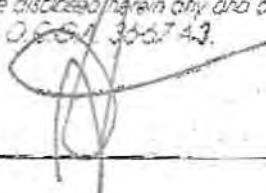
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I, the undersigned, swear and attest, subject to criminal penalties for false swearing, that the information provided in this Declaration 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-2.

Signature:  _____

Date: 10/2/12

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: J. Alexander Brock

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____



Date: 10/3/22

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: Kairos Development Corporation, Inc.

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: Donald Mitchell

Position: City Council

Description of Contribution: Campaign Contribution

Value: \$500.00

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Campaign Contribution Information:

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

Signature: Kathryn M Zickert Kathryn M. Zickert
Smith, Gambrell & Russell, LLP

Date: 09.30.2022

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: Kirk R. Fjelstul

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 10/3/22

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: Dennis J. Webb, Jr.

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: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67-2.

Signature: 

Date: 10/3/22

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

It is fully compatible; also see attached Letter of Intent

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

That value will be enhanced; also see attached Letter of Intent

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

The property can be developed now for both a commercial use and 12 units of stacked flats to connect with the project due east of the site.

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

Assuming 2.1 residents per unit, 47 residents. Total trip generation should not exceed 220 vehicle trips per day. See attached Trip Generation Report and Letter of Intent.

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

Utilities are available. The nature of the project is not likely to attract school age children who will attend public school. But the schools which serve the site are listed in the attached Letter of Intent.

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

The vast majority of this area is to be developed for mixed uses: residential and commercial. These two tracts are already part of a larger assembled area which is already zoned for both.

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

Yes. Since the Haynes Bridge Circle went in and this site was first zoned, Thompson Street has become an established area for new single-family homes. It is possible to get from City Hall to Avalon via Thompson and existing or future trail systems. A commercial use adjacent to Thompson as allowed now would be inconsistent with these patterns.

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.

See Letter of Intent

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

See attached Letter of Intent

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

See attached Letter of Intent

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

See attached Letter of Intent

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

See attached Letter of Intent

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: Thompson Street Storybook Builders Single Family Development

Contact Name: Kathy M. Zickert or Chad Kee (builder) Telephone: 404-815-3704/678-898-2806

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.

<u>The Applicant will send the attached</u>	<u>letter to all property owners within</u>
<u>500 feet of the property. The</u>	<u>area is noted in the attached</u>
<u>map. The Applicant will follow</u>	<u>up with additional calls and</u>
<u>meetings as needed.</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

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.

We will provide Ms. Zickert's full contact information.

PUBLIC NOTIFICATION - PROPERTY OWNERS WITHIN 500'

12 258406951078	ALPHARETTA BK VENTURE LLC	6400 POWERS FERRY RD STE 100	ATLANTA GA 30339
12 270307480149	K & S OLD MILTON LLC	3396 CAVERTON LANE	ALPHARETTA GA 30022
12 270307480537	2260 OLD MILTON LLC	2300 BETHELVIEW RD STE 110-329	CUMMING GA 30040
12 270307480545	RG MEDICAL PROPERTIES III LLC	1835 SAVOY DR STE 101	ATLANTA GA 30327
12 270307480552	RG MEDICAL PROPERTIES III LLC	1835 SAVOY DR STE 101	ATLANTA GA 30327
12 270307480578	SEISAN MFA PROPERTIES LLC	2425 OLD MILTON PKWY	ALPHARETTA GA 30009
12 270307480719	GAYASUDDIN MOHAMMED	3626 ROBINSON WALK DR	MARIETTA GA 30068
12 27030748C01			
12 270307480776	MOSS LESLIE MOSS RHONDA	112 THOMPSON ST	ALPHARETTA GA 30004
12 270307480818	STATE BANK & TRUST COMPANY	4219 FORSYTH RD	MACON GA 31208
12 258406951110	BUR ROG INC	PO BOX 642	ALPHARETTA GA 30004
12 258406950187	TGH PROPERTIES LLC	5755 N POINT PKWY 213	ALPHARETTA GA 30005
12 258406950179	TGH PROPERTIES LLC	5755 N POINT PKWY 213	ALPHARETTA GA 30005
22 498412681926	CUMBERLAND TRUST & INVESTMENT COMPANY	40 BURTON HILLS BLVD STE 300	NASHVILLE TN 37215
22 498412681934	NEWELL WILLIAM THOMAS & NEWELL JANEL MYERS	2610 BROOK RUN	ALPHARETTA GA 30009
22 498412682056	VOYSEY NOTA LLC	403 YANKEE CT	NEWTOWN SQUARE PA 19073
22 498412681942	ROBERTS MARK PETER & KOLSTAD ANDREA MAY	2600 BROOK RUN	ALPHARETTA GA 30009
22 498512680398	ROWES DOWNTOWN HOMEOWNERS ASSOCIATION I NC	11340 LAKEFIELD DR	DULUTH GA 30097
22 498512680299	MELESH JOHN MICHAEL & MELESH TAYLOR ELISE	365 ROWES CIR	ALPHARETTA GA 30009
22 498512680307	JOSEPH A LITAVIS TRUST THE & CLARK KATHY LYNN	355 ROWES CIR	ALPHARETTA GA 30009
12 270307480826	KRIEGER BRAM & KRIEGER MARY E	2290 MELINA PL	ALPHARETTA GA 30009
12 270307480834	MOONEY PATRICK & ANGELA PORTER	2300 MELINA PL	ALPHARETTA GA 30009
12 270307480883	KURT AKGUN BASAK & GAMZE ALATAN	2785 WEBB RD	ALPHARETTA GA 30009
12 270307480859	FLEMING SCOTT A	2320 MELINA PL	ALPHARETTA GA 30009
12 270307481006	LONG JARRET & LONG KAREN	2305 MELINA PL	ALPHARETTA GA 30009
12 270307480925	MELZER STEVEN M & MARY P	2390 MELINA PL	ALPHARETTA GA 30009
12 270307480909	JAKULSKI DONNA	2370 MELINA PL	ALPHARETTA GA 30009
12 270307480990	COUCH JANET L	2315 MELINA PL	ALPHARETTA GA 30009
12 270307480933	MORACA LISA	2400 MELINA PL	ALPHARETTA GA 30009
22 498412681876	KEMP JOHN ALAN & KEMP MARISA	12005 CAMPION PATH	ALPHARETTA GA 30009
22 498412681918	GARCIA DANIEL A	2565 BROOK RUN	ALPHARETTA GA 30009
22 498412681900	SMITH JASON	2555 BROOK RUN	ALPHARETTA GA 30009
22 498412681892	ONORATO RICHARD C & KATHLEEN E	12025 CAMPION PATH	ALPHARETTA GA 30009
12 270307481022	NEWHALL LAND CO	2974 HARDMAN CT	ATLANTA GA 30305
12 270307480693	ONE ALPHARETTA PARTNERS LLC	410 PEACHTREE PKWY STE 4245	CUMMING GA 30041
12 270307482038	JANOVITZ RICHARD & RENEE	205 W SPRINGS LAKE DR	ALTAMONTE SPRINGS FL 32714
12 270307482046	BENNETT HARRY MICHAEL & BENNETT DONNA STRINGER	81 THOMPSON STREET FLATS UNIT 301	ALPHARETTA GA 30009
12 270307482061	STRACHAN MARUKE W & BERSON STEVEN L	71 THOMPSON ST # 101	ALPHARETTA GA 30009
12 270307482079	TIEKEN DONALD R & SANDRA CASEY	71 THOMPSON ST UNIT 102	ALPHARETTA GA 30009
12 270307482087	JANKE SCOTT L & JANKE BEVERLY J	71 THOMPSON ST UNIT 201	ALPHARETTA GA 30009
12 270307480164	K & S OLD MILTON LLC	3396 CAVERTON LANE	ALPHARETTA GA 30022
12 270307480230	CHAN TIN & ENG DANNY	3975 OLD MILTON PKWY # 5 1	ALPHARETTA GA 30005
12 270307480396	THOMPSON STREET CITY HOMES LLC	8256 MAIN ST	WOODSTOCK GA 30188
12 270307480529	2260 OLD MILTON LLC	2300 BETHELVIEW RD STE 110-329	CUMMING GA 30040
12 270307480586	K & S OLD MILTON LLC	3396 CAVERTON LANE	ALPHARETTA GA 30022
12 270307480685	2260 OLD MILTON LLC	2300 BETHELVIEW RD STE 110-329	CUMMING GA 30040
12 270307480701	VELURU NANDA K	3367 ARCHGATE CT	ALPHARETTA GA 30004
12 258406950963	PUBLIX SUPER MARKETS INC	P O BOX 32018	LAKELAND FL 33802-2018
12 258406950757	PUBLIX SUPER MARKETS INC	P O BOX 32025	LAKELAND FL 33802-2025
12 258406950765	PUBLIX SUPER MARKETS INC	P O BOX 32018	LAKELAND FL 33802-2018
12 270307480305	2260 OLD MILTON LLC	2300 BETHELVIEW RD STE 110-329	CUMMING GA 30040
12 270307480479	AVERY PARK PARTNERS LLC	2300 BETHELVIEW RD STE 110 239	CUMMING GA 30040
12 270307480487	2260 OLD MILTON LLC	2300 BETHELVIEW RD STE 110-329	CUMMING GA 30040
12 270307480800	UNITED STATES POSTAL SERVICE	1735 NORTH BROWN RD STE 200	LAWRENCEVILLE GA 30043-8153
22 498412680803	FULTON COUNTY GEORGIA	141 PRYOR ST	ATLANTA GA 30303
22 498412681793	CITY OF ALPHARETTA THE	2 S MAIN ST	ALPHARETTA GA 30004
22 498412680761	PUBLIX SUPER MARKETS INC	P O BOX 32025	LAKELAND FL 33802-2025
12 258406950955	PUBLIX SUPER MARKETS INC	P O BOX 32018	LAKELAND FL 33802-2018
12 270307480842	WONG DAVID YUHE & CHRISTINE RONG	4575 WEBB BRIDGE RD 5691	ALPHARETTA GA 30005
12 270307480404	THOMPSON STREET CITY HOMES LLC	8256 MAIN ST	WOODSTOCK GA 30188
12 270307480511	THOMPSON STREET CITY HOMES LLC	8256 MAIN ST	WOODSTOCK GA 30188
22 498412682064	MCLAUGHLIN CHARLOTTE KENDRICK	12000 CAMPION PATH	ALPHARETTA GA 30009
22 498412681959	ORLANDO JOSEPH S & MARIA	2580 BROOK RUN	ALPHARETTA GA 30009
22 498412681967	PEMBERTON BRADFORD L & ROBYN L	2570 BROOK RUN	ALPHARETTA GA 30009
22 498412681975	LAFFERTY ROB R & BRENDA W	2560 BROOK RUN	ALPHARETTA GA 30004
22 498512680273	MAUCK JAMES LEONARD JR & MAUCK LYNN BEELER	385 ROWES CIR	ALPHARETTA GA 30009
22 498512680281	SMITH KEN H & SHERI L	375 ROWES CIR	ALPHARETTA GA 30009
12 270307481840	NEWHALL LAND CO	2974 HARDMAN CT	ATLANTA GA 30305
22 498412681884	RAY ALLEN & MARGARET MARY	12015 CAMPION PATH	ALPHARETTA GA 30009

12 270307480867	TRACEY STERN HARPER REVOCABLE TRUST	2330 MELINA PL # 5	ALPHARETTA GA 30009
12 270307480891	LANCE SCOTT & NATALIE	2360 MELINA PL # 8	ALPHARETTA GA 30009
12 270307480875	KAPLAN MICHAEL E & KAPLAN LORI J	2340 MELINA PL	ALPHARETTA GA 30009
12 270307480917	FRAGLE GUY J & MARIA	2380 MELINA PL	ALPHARETTA GA 30009
12 270307480941	MILLER CONNOR & MILLER KATHERINE ELIZABETH	2410 MELINA PL	ALPHARETTA GA 30009
12 270307480958	CHRISTIE NICK JR & CHRISTIE FRANCES B	2420 MELINA PL	ALPHARETTA GA 30009
12 270307480966	RENNER JEFF & RENNER JUDI	2430 MELINA PL	ALPHARETTA GA 30009
12 270307480974	BURNS HERBERT III & JOY	2440 MELINA PL	ALPHARETTA GA 30009
12 270307481014	GRITTERS RANDALL D & GRITTERS MICHELLE J E T	2295 MELINA PL	ALPHARETTA GA 30009
12 270307480982	COOK KATHRYN E	2325 MELINA PL	ALPHARETTA GA 30009
12 270307482053	ROSENTHAL KAY	81 THOMPSON ST UNIT 302	ALPHARETTA GA 30009
12 270307482004	BEARDEN JAMES	81 101 THOMPSON ST	ALPHARETTA GA 30009
12 270307482012	KAIROS CAMP LLC	410 PEACHTREE RD STE 424	CUMMING GA 30041
12 270307482020	LONG JOSEPH WILLIAM	8 201 THOMPSON ST	ALPHARETTA GA 30009
12 270307482095	WILLIAMS THOMAS HAMILTON & WILLIAMS MARY MICHELE	71 THOMPSON ST UNIT 202	ALPHARETTA GA 30009
12 270307482103	BEELEN FRANS	71 THOMPSON ST UNIT 301	ALPHARETTA GA 30009
12 270307482111	SIMPSON CANDICE K & CARLOS C	71 THOMPSON ST UNIT 302	ALPHARETTA GA 30009

LEGAL DESCRIPTION: AS SURVEYED

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING AND BEING WITHIN LAND LOT 748, 1ST DISTRICT, 2ND SECTION OF FULTON COUNTY, GEORGIA, WITHIN THE CITY LIMITS OF ALPHARETTA AND BEING MORE FULLY SHOWN AND DESIGNATED ON A BOUNDARY SURVEY FOR STORYBROOK BUILDERS, LLC, DATED 9/29/22 BY COLLIERS ENGINEERING AND DESIGN, BEARING THE STAMP OF STEVE M. HARDY, PLS #2662 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF HAYNES BRIDGE ROAD (R/W VARIES) AND THOMPSON STREET (50' R/W) AT A #4 REBAR SET THE POINT OF BEGINNING (P.O.B.);

THENCE TURNING AND CONTINUING ALONG THE RIGHT-OF-WAY OF THOMPSON STREET (50' R/W) SOUTH 84 DEGREES 50 MINUTES 01 SECONDS EAST (S84°50'01"E) A DISTANCE OF 237.32' TO A #4 REBAR SET; THENCE CONTINUING NORTH 04 DEGREES 22 MINUTES 08 SECONDS EAST (N04°22'08"E) A DISTANCE OF 6.86' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 86 DEGREES 22 MINUTES 08 SECONDS EAST (S86°22'08"E) A DISTANCE OF 42.04' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 85 DEGREES 45 MINUTES 21 SECONDS EAST (S85°45'21"E) A DISTANCE OF 100.74' TO A #4 REBAR SET; THENCE SOUTH 03 DEGREES 46 MINUTES 57 SECONDS EAST (S03°46'57"E) A DISTANCE OF 4.02' TO A #4 REBAR SET; THENCE SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST (S83°30'39"E) A DISTANCE OF 10.01' TO A #4 REBAR SET; THENCE NORTH 03 DEGREES 45 MINUTES 49 SECONDS EAST (N03°45'49"E) A DISTANCE OF 4.37' TO A #4 REBAR SET; THENCE SOUTH 85 DEGREES 45 MINUTES 24 SECONDS EAST (S85°45'24"E) A DISTANCE OF 56.75' TO A #4 REBAR SET; THENCE TURNING AND LEAVING SAID RIGHT-OF-WAY AND CONTINUING ALONG THE LINE OF N/F THOMPSON STREET FLATS PHASE 1 SOUTH 01 DEGREES 40 MINUTES 59 SECONDS WEST (S01°40'59"W) A DISTANCE OF 205.69' TO A #4 REBAR FOUND; THENCE CONTINUING NORTH 85 DEGREES 21 MINUTES 22 SECONDS WEST (N85°21'22"W) A DISTANCE OF 219.69' TO A 1/2" OPEN TOP FOUND; THENCE CONTINUING ALONG THE LINE OF N/F 2260 OLD MILTON LLC NORTH 85 DEGREES 27 MINUTES 12 SECONDS WEST (N85°27'12"W) A DISTANCE OF 117.05' TO A #4 REBAR SET; THENCE CONTINUING NORTH 85 DEGREES 06 MINUTES 26 SECONDS WEST (N85°06'26"W) A DISTANCE OF 119.37' TO A #4 REBAR FOUND; THENCE NORTH 85 DEGREES 16 MINUTES 43 SECONDS WEST (N85°16'43"W) A DISTANCE OF 35.00' TO A #4 REBAR SET ON THE EAST RIGHT-OF-WAY OF HAYNES BRIDGE ROAD (R/W VARIES); THENCE TURNING AND CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 04 DEGREES 38 MINUTES 06 SECONDS EAST (N04°38'06"E) A DISTANCE OF 179.20' TO A #4 REBAR SET; THENCE NORTH 64 DEGREES 35 MINUTES 05 SECONDS EAST (N64°35'05"E) A DISTANCE OF 38.37' TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINING 2.231 ACRES (90,205 SQ. FT.).

1105 W. Peachtree St. NE, Suite 1000
Atlanta, Georgia 30309-3608
Tel: 404 815-3500
www.sgrlaw.com



Kathryn M. Zickert
Direct Tel: 404-815-3704
Direct Fax: 404-685-7004
kzickert@sgrlaw.com

October 3, 2022

Ms. Kathi Cook, Director
Community Development
City of Alpharetta, Georgia
287 South Main Street
Alpharetta, Georgia 30004

Re: Application for Avery Park LLC and One Alpharetta Partners LLC for 2.3+/- acres of land at 31 and 51 Thompson Street in the southeast intersection of Haynes Bridge and Thompson Street to amend the Comprehensive Future Land Use plan for a portion of the site from Commercial ("C") (1.223 acres) to Mixed Use (MU); to rezone both tracts from either their current Commercial-2 or DT-LW current zoning to DT-LW; to secure a Conditional Use Permit to allow density to exceed 8 units per acre (but not 10); and to secure two variances from the Unified Development Code from sections 2.2.4 and 2.3.3.D. These tracts are located in Land Lot 748, First District, Second Section, Fulton County, Georgia (Parcel ID numbers 12270307480685 and 12270307480693)

Dear Ms. Cook:

Please accept this letter as the Letter of Intent for our clients, Avery Park LLC and One Alpharetta Partners LL, in support of the above-referenced Applications.

A. Summary

My clients want to develop these two tracts together for 22 owner-occupied single family homes at a density of 10 units per acre. A Site Plan by Paradigm Engineering Services dated October 2, 2022 more particularly details the nature of the finished product. The Applicant envisions a mix of unit types, including 18 detached homes on minimum lots of 2500 square feet in size, and 4 attached townhomes with a minimum lot size of 1700 square feet. Each unit will contain at least 2700 square feet of heated floor area and 3 bedrooms. Price points are anticipated at 1.5 million for the detached homes and 1 million for the townhomes. Each unit will be served by an 18 foot driveway, with garage parking for two cars and the balance in the driveway behind the garage. There will also be 2 guest spaces on site in addition to 11 parallel parking spaces

installed by the property owner on its property when the Thompson Street Flats were developed. The private road which will serve the community will be a minimum of 20 feet in width. All of the detached homes will orient towards Thompson street for the 9 units which are adjacent to it, and the remaining 11 homes will look out over the common area in the southern part of the site. The townhomes will orient towards the alley. All homes will have front and rear setbacks of at least 10 feet, with a minimum of 10 feet between units. Building height shall not exceed 40 feet.

The site will also have extensive amenity/civic space. An 8 foot wide sidewalk with banding to match the balance of this side of Thompson will run along and match up with the existing sidewalk to the east. There will also be a "pocket park" of approximately 5600 square feet in the upper northwestern corner of the site. Immediately adjacent to the Haynes Bridge traffic circle, this park will mark a defined entrance to the many residential communities which have been approved further along Thompson to the east. Additionally, the homes to the south of the new private drive will front upon common green space shared with the Thompson Street stacked flat condominium. Extensive pedestrian connections will not only run from the homes on this site to that area: there are paths also planned to bring pedestrians from Thompson down to it. An attractive gate with knox box will separate the new development from the existing flats. The new project will have its own ungated access and appropriate pavers.

When the site next door was developed, a number of parallel parking spaces were placed along the frontage of this property as well. 11 spaces currently exist and will serve as additional guest parking.

All new storm water detention will be underground and is located in the northwest corner of the site under the new green space.

The smaller portion of this site originally was to be developed for additional stacked flats (Phase II of the Thompson Street Flats) and is already zoned DT-LW conditioned upon a site plan, and the Comprehensive Land Use Plan calls for MU development of it. The 1.223 acre site being added to it actually is zoned C-2 and is located within a Commercial Comprehensive Plan category. Accordingly, all of that tract requires rezoning and part requires a Comp Plan amendment. All of the site is in the Downtown Overlay District of the Unified Development Code.

B. Phasing

This project will not be phased.

C. Trip Generation

According to the Institute of Transportation Engineers Trip Generation Manual, this development should not generate more than 240 vehicle trips per day, 18 in the morning peak hour and 23 in the evening peak hour. This nominal increase should not impact upon Thompson

Street. If the DT-LW piece was developed as currently zoned, its total trip generation would be 120 vehicle trips per day, with an unknown but considerably higher amount of daily and at least PM traffic if the second tract is developed for commercial uses.

D. Schools

The schools which serve this site are: Manning Oaks Elementary (over capacity); Hopewell Middle School (under capacity); and Alpharetta High School (over but enrollment is declining)

E. Zoning History

The zoning history of the larger part of this site began in 1996, before the advent of the Haynes Bridge traffic circle, and was envisioned to be a commercial development with a drug store and small shop retail strip containing 18,120 square feet. (Z96-15). One of the primary access points for the tract was off of Thompson Road. Then in 2000, the site plan was changed. But it still included a drug store and retail space (PH-99-10), and also left intact the Thompson Street curb cut.

Meanwhile, the smaller part of the site was zoned, along with the parcel immediately east of the site, for a stacked flat project containing 24 units. That approval required a Comp Plan amendment, a conditional use permit for density to be 10 units per acre, a variance relative to height (an increase to 48 feet), and rezoning from R-12 to DT-LW. (CLUP 15-11, Z-15-10, CU-15-11, and V-15-25) The first Phase of this project (12 units) subsequently was constructed.

In 2020, The Fuqua Company considered rezoning the balance of the all of the remaining site for a retail center. There was actually a public meeting with the residents of the Voysey community directly across the street at the end of February of 2020. Before a contract was executed, the COVID shutdown began, and the project never went anywhere.

In 2021 the owners sought a change in condition of the 2015 approval to substitute 10 single family detached units for the remaining 12 stacked condominiums already approved for the site. That application prompted substantial opposition from the occupants of the first stacked flat building. Those objections focused primarily upon the absence of completion of HOA docs, failure to finish the exterior common area of the project, and many "punch list" items for each unit. However, they also related to a reduction of amenity space, the inability of the detention pond to handle the new homes, and cross access between the properties. In light of the objections, the application was tabled indefinitely. It was to "come off the table" in August of this year. However, the application ended up being withdrawn in an effort to address those concerns more fully. This application followed and is intended to address all of these issues.

F. Analysis of Proposed Uses: Zoning Standards

- 1. Whether the zoning proposal will permit a use that is suitable in view of the zoning, use and development of adjacent and surrounding property.**

Yes. Residential uses, both townhome and detached, now run the entire length of Thompson Street. This project is an appropriate blend of units to compliment these existing uses.

- 2. Whether the zoning proposal will adversely affect the existing use and usability of adjacent or nearby properties.**

No. Careful attention has been paid to green space, water detention, landscaping and architecture to insure no adverse impact. Price points are comparable as well.

- 3. Whether the zoning proposal will adversely affect the natural environment.**

No. Topography on this site is challenging, which is being managed appropriately via design to make the natural environment stable, more attractive and available for passive recreation.

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

Price and supply chain issues for concrete makes development of stacked flats an expensive and much lengthier process. Given what appears to be the onset of another recession, this project needs to be built efficiently in order to be economically viable. Also see Arborist Report and green space calculations attached.

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

No. See Traffic Study attached. Traffic impact will be less than generation from the current allowed uses. Public safety access is compliant with code. Utilities are available. School impacts should be nominal.

- 6. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning of the property.**

Yes. Thompson Street has become a residential enclave not suited for commercial uses.

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

Yes. See Section A.

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

Yes. See answer to Standard 6.

9. **The extent to which the zoning proposal is consistent with the Comprehensive plan.**

Half of the property is fully consistent. MU is the most appropriate plan category at this location. The Commercial category on Thompson is inappropriate.

G. Comprehensive Land Use Plan

1. **The extent to which a change in the economy, land use or development opportunities of the area has occurred.**

With the development of City Center and Avalon, Thompson Street has become a residential corridor which helps to connect the two areas. Conversion of this piece of property as the entrance of Thompson is more reflective of the City's current focus.

2. **The extent to which the proposed designation is in compliance with the goals and objectives of the Comprehensive Plan.**

The Alpharetta Comprehensive Plan – Horizon 4040 – is the current relevant plan, having been adopted in October of 2021. This plan provides a clear vision for the future of the City. It also recognizes the fact that the availability of substantial jobs in Alpharetta's busy office environments pushes up demand for housing in close proximity to those jobs. Express housing goals include walkable neighborhoods, management of a reasonable density in housing projects, and maintaining a strong owner-occupied housing focus. Additionally, among the Plan goals is an intent to provide park opportunities and pedestrian/bicycle connectivity within and between neighborhoods. This project serves all of these goals.

3. **The extent to which the proposed designation would require changes in the provision of public facilities and services.**

This project will not require such changes.

4. The extent to which the proposed designation would impact upon the public health safety and public welfare.

This application, if approved, better serves public welfare by eliminating inconsistent mingling of residential and commercial property.

5. The extent to which additional land is needed to be developed for a specific type of use.

See response to 2 above.

6. The extent to which area demographics or projections are not occurring has projected.

It seems projections are on track, which means housing opportunities are needed.

H. Variance review Criteria

Two variances are being sought: (1) to eliminate the cross vehicular access to adjacent property required by UDC § 2.2.4; and (2) to reduce the required planter strip required by 2.3.3.D from 6' to 2'.

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

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

Throughout the history of this parcel, objections have been raised to allowing commercial vehicle access on to Thompson Street. At the same time, however, the City's Downtown Overlay requires such cross access in § 2.2.4. The current approved plan reflects such a connection. In response to neighbors' concerns, these Applicants have removed it. This is a benefit to the community which is an equally legal basis for this variance.

As for frontage on Thompson Street, a residential collector, § 2.3.3.D requires a 6' planter strip in back of curb, followed by an 8' sidewalk. The Applicant has provided the 8' sidewalk within the right-of-way created when it donated land for the parallel parking spaces on Thompson Street. It cannot provide the 6' planter strip between it and back of curb. The area between the

sidewalk and right-of-way land will be landscaped, however. Forcing the houses fronting Thompson further south will push the entire project into hilly terrain which will, in turn, require more disturbance, tree removal and extensive retaining walls.

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

See response to Section F(4) above.

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

The existence of both the Haynes Bridge Circle and the Publix detention pond immediately adjacent to this site are unique to it. The growth of housing makes commercial redevelopment inappropriate.

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

See Analysis in Section F above.

I. Conditional Use Permit Review

This application also requires approval of one Conditional Use Permit to allow residential density above 8 units per acre allowed by the underlying Planned Shopping Center zoning district. The following factors are to be considered in evaluating a conditional use, per the City of Alpharetta's UDC §4.2.3:

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;

The proposed development will eliminate the proposed curb cut which would give access to the commercial tract to the south. This improvement is highly beneficial to Thompson Street. Additionally, this project will NOT share access with Phase I of Thompson Flats, which was preferred by existing residents. The proposed development also includes multiple sidewalks, a multi-use pedestrian path, and trails to promote pedestrian safety throughout and from the development. The Subject Property is in close proximity to several larger roadways, which can easily accommodate traffic from the residences. Haynes Bridge Road is an all arterial, as is Old Milton.

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

The proposed development does not have large off-street parking areas and much of its parking will be screened from the right-of-way through placement behind buildings and in garages. Also, refuse areas will be fully screened.

3. The conditional use will not be injurious to the use and enjoyment of the environment or of other property values within the surrounding neighborhood;

There should be no injury to the environment or surrounding property values. The environmental integrity of the site will be enhanced by the improvements to the site.

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

No increased expenditures will be required.

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

All surrounding properties are already developed for primarily residential uses. However, immediately adjacent and south of site is acreage zoned for commercial uses. This project is a step down between it and the other Thompson Street communities in the immediate area.

6. The location and character of the proposed conditional use is considered to be consistent with a desirable pattern of development for the City, in general.

As discussed above, the Future Land Use Plan already designates half of this area as appropriate for residential uses. Eliminating a potential commercial use on the corner is more consistent with Plan goals.

II. Reservation of Rights

Kairos Development Corporation, Inc. (the "Applicant") respectfully submits that the current zoning classification and land use of the Subject Property established in the City of Alpharetta Unified Development Code and the current conditions of zoning, to the extent that they prohibit the proposed development, are unconstitutional, and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harms the property owner in violation of the due process and equal protection rights of the property owner guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to approve the rezoning and modify the zoning conditions would constitute a

October 3, 2022

Page 9

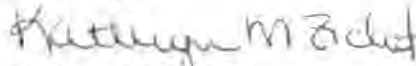
taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

The Applicant also respectfully submits that the City Council's failure to approve the requested plan amendment, CUP, variance or rezoning and modify the zoning conditions would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

CONCLUSION

The Applicant respectfully requests that the Alpharetta City Council grant the requested Comprehensive Future Land Use Plan amendment, rezoning, CUP and the variances as submitted. We very much look forward to working with you, your staff, and the Council towards development of an excellent project

Sincerely,



Kathryn M. Zickert

KMZ/rjc

Cc: Chad Kee

Bcc: Barry Dunlop
Neil Morrisroe
Jack Smith
Art Rountree



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 ONE ALPHARETTA PARTNERS LLC

Parcel Identification
 12 -2703-0748-069-3

Description User ID
 Real Estate IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
51 THOMPSON STREET	0696391	395,500	158,200

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$28.16

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>	<u>Due Date</u>
<u>2022</u>	County	4,286.42	0.00	0.00	0.00	4,286.42	11/15/2022
<u>2021</u>	County	FIFA TRANSFERRED/SOLD	152.51	5.00	4,449.48	0.00	11/15/2021
<u>2020</u>	County	FIFA TRANSFERRED/SOLD	145.86	5.00	4,214.05	0.00	11/15/2020
<u>2019</u>	County	2,383.94	0.00	0.00	2,383.94	0.00	10/15/2019
<u>2018</u>	County	2,352.91	0.00	0.00	2,352.91	0.00	10/31/2018
<u>2017</u>	County	1,337.43	0.00	0.00	1,337.43	0.00	1/15/2018
<u>2016</u>	County	987.28	0.00	0.00	987.28	0.00	11/15/2016
<u>2015</u>	County	991.10	0.00	0.00	991.10	0.00	10/15/2015

Grand Total Due: \$4,286.42

Mailing Address:

ONE ALPHARETTA PARTNERS LLC
 410 PEACHTREE PKWY STE 4245
 CUMMING GA 30041

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 2260 OLD MILTON LLC

Parcel Identification
 12 -2703-0748-068-5

Description
 Real Estate

User ID
 IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
132 BROOK STREET	0696382	795,100	318,040

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$56.61

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>	<u>Due Date</u>
<u>2022</u>	County	16,603.72	0.00	0.00	0.00	16,603.72	11/15/2022
<u>2021</u>	County	8,628.42	0.00	0.00	8,628.42	0.00	11/15/2021
<u>2020</u>	County	14,475.18	0.00	0.00	14,475.18	0.00	11/15/2020
<u>2019</u>	County	6,671.68	191.41	0.00	6,863.09	0.00	10/15/2019
<u>2018</u>	County	6,586.81	186.36	0.00	6,773.17	0.00	10/31/2018
<u>2017</u>	County	2,527.81	0.00	0.00	2,527.81	0.00	1/15/2018
<u>2016</u>	County	2,528.42	0.00	0.00	2,528.42	0.00	11/15/2016
<u>2015</u>	County	2,538.72	0.00	0.00	2,538.72	0.00	10/15/2015

Grand Total Due: \$16,603.72

Mailing Address:

2260 OLD MILTON LLC
 2300 BETHELVIEW RD STE 110-329
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner	Parcel Identification	Description	User ID
2260 OLD MILTON LLC	12 -2703-0748-053-7	Real Estate	IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
2220 OLD MILTON PARKWAY	0696293	419,900	167,960

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$29.90

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>	<u>Due Date</u>
<u>2022</u>	County	4,419.03	0.00	0.00	0.00	4,419.03	11/15/2022
<u>2021</u>	County	4,556.76	0.00	0.00	4,556.76	0.00	11/15/2021
<u>2020</u>	County	4,667.95	0.00	0.00	4,667.95	0.00	11/15/2020
<u>2019</u>	County	4,688.61	131.92	0.00	4,820.53	0.00	10/15/2019
<u>2018</u>	County	4,740.84	130.97	0.00	4,871.81	0.00	10/31/2018
<u>2017</u>	County	3,128.83	0.00	0.00	3,128.83	0.00	1/15/2018
<u>2016</u>	County	3,129.59	0.00	0.00	3,129.59	0.00	11/15/2016
<u>2015</u>	County	3,142.34	0.00	0.00	3,142.34	0.00	10/15/2015

Grand Total Due: \$4,419.03

Mailing Address:

2260 OLD MILTON LLC
 2300 BETHELVIEW RD STE 110-329
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 2260 OLD MILTON LLC

Parcel Identification
 12 -2703-0748-052-9

Description
 Real Estate

User ID
 IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
2240 OLD MILTON PARKWAY	0696285	454,100	181,640

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$32.33

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>	<u>Due Date</u>
<u>2022</u>	County	4,778.95	0.00	0.00	0.00	4,778.95	11/15/2022
<u>2021</u>	County	4,927.89	0.00	0.00	4,927.89	0.00	11/15/2021
<u>2020</u>	County	5,048.14	0.00	0.00	5,048.14	0.00	11/15/2020
<u>2019</u>	County	5,070.48	143.37	0.00	5,213.85	0.00	10/15/2019
<u>2018</u>	County	5,126.98	142.56	0.00	5,269.54	0.00	10/31/2018
<u>2017</u>	County	5,299.53	0.00	0.00	5,299.53	0.00	1/15/2018
<u>2016</u>	County	5,300.80	0.00	0.00	5,300.80	0.00	11/15/2016
<u>2015</u>	County	5,322.41	0.00	0.00	5,322.41	0.00	10/15/2015

Grand Total Due: \$4,778.95

Mailing Address:

2260 OLD MILTON LLC
 2300 BETHELVIEW RD STE 110-329
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 2260 OLD MILTON LLC

Parcel Identification
 12 -2703-0748-048-7

Description
 Real Estate

User ID
 IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
2270 OLD MILTON PARKWAY	0696251	435,400	174,160

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$31.00

<u>Tax Year</u>	<u>Cycle</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Penalties/Fees</u>	<u>Paid</u>	<u>Total</u>	<u>Due Date</u>
<u>2022</u>	County	4,582.15	0.00	0.00	0.00	4,582.15	11/15/2022
<u>2021</u>	County	4,724.95	0.00	0.00	4,724.95	0.00	11/15/2021
<u>2020</u>	County	4,840.26	0.00	0.00	4,840.26	0.00	11/15/2020
<u>2019</u>	County	4,861.68	137.11	0.00	4,998.79	0.00	10/15/2019
<u>2018</u>	County	4,915.84	0.00	0.00	4,915.84	0.00	10/31/2018
<u>2017</u>	County	3,541.96	0.00	0.00	3,541.96	0.00	1/15/2018
<u>2016</u>	County	3,542.82	0.00	0.00	3,542.82	0.00	11/15/2016
<u>2015</u>	County	3,557.26	0.00	0.00	3,557.26	0.00	10/15/2015

Grand Total Due: \$4,582.15

Mailing Address:

2260 OLD MILTON LLC
 2300 BETHELVIEW RD STE 110-329
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 AVERY PARK PARTNERS LLC

Parcel Identification
 12 -2703-0748-047-9

Description
 Real Estate

User ID
 IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
2300 OLD MILTON PARKWAY	0696242	428,200	171,280

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$30.49

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
<u>2022</u>	County	4,506.38	0.00	0.00	0.00	4,506.38	11/15/2022
<u>2021</u>	County	4,646.83	0.00	0.00	4,646.83	0.00	11/15/2021
<u>2020</u>	County	4,760.21	0.00	0.00	4,760.21	0.00	11/15/2020
<u>2019</u>	County	FIFA TRANSFERRED/SOLD	223.23	244.07	5,248.58	0.00	10/15/2019
<u>2018</u>	County	4,834.55	0.00	0.00	4,834.55	0.00	10/31/2018
<u>2017</u>	County	3,189.52	196.55	159.48	3,545.55	0.00	1/15/2018
<u>2016</u>	County	FIFA TRANSFERRED/SOLD	109.70	5.50	3,305.48	0.00	11/15/2016
<u>2015</u>	County	FIFA TRANSFERRED/SOLD	96.10	5.50	3,304.90	0.00	10/15/2015

Grand Total Due: \$4,506.38

Mailing Address:

AVERY PARK PARTNERS LLC
 2300 BETHELVIEW RD STE 110 239
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner
 2260 OLD MILTON LLC

Parcel Identification
 12 -2703-0748-030-5

Description
 Real Estate

User ID
 IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	<u>Current Fair Market Value</u>	<u>Current Assessed Value</u>
2260 OLD MILTON PARKWAY	2510447	1,213,300	485,320

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$86.39

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
<u>2022</u>	County	12,768.77	0.00	0.00	0.00	12,768.77	11/15/2022
<u>2021</u>	County	13,166.74	0.00	0.00	13,166.74	0.00	11/15/2021
<u>2020</u>	County	13,488.01	0.00	0.00	13,488.01	0.00	11/15/2020
<u>2019</u>	County	13,547.70	397.70	0.00	13,945.40	0.00	10/15/2019
<u>2018</u>	County	10,172.65	0.00	0.00	10,172.65	0.00	10/31/2018
<u>2017</u>	County	10,515.03	0.00	0.00	10,515.03	0.00	1/15/2018
<u>2016</u>	County	10,517.55	0.00	0.00	10,517.55	0.00	11/15/2016
<u>2015</u>	County	10,560.44	0.00	0.00	10,560.44	0.00	10/15/2015

Grand Total Due: \$12,768.77

Mailing Address:

2260 OLD MILTON LLC
 2300 BETHELVIEW RD STE 110-329
 CUMMING GA 30040

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).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)



Phone: 404-949-3850
Fax: 404-949-3851
EMail: contact@investaservices.com

Payment Receipt

ONE ALPHARETTA PARTNERS LLC
410 PEACHTREE PKWY STE 4245
CUMMING, GA 30041
ACCOUNTING@KAIROSDEVELOPMENTCORP.COM

InVesta Services hereby acknowledges the receipt of the following payment(s):

Remitter: KAIROS DEVELOPMENT CORPORATION
410 PEACHTREE PARKWAY BLDG 400 SUITE 4245
CUMMING, GA 30041
Date: 4/11/2022
Type: Check
Amount: (\$4,847.56)
Check #: 1031

This payment was applied to the following parcel(s):

12 -2703-0748-069-3
Fulton, GA

51 THOMPSON ST



Structure

- ☐ From-SR: COM DEV RESIDENTIAL 4.35%
- ☐ TREE REMOVAL WITHOUT PERMIT 3.26%

Search 56 more values

Status Code



- ☐ OPEN 100.00%

Assigned To



Search 2 values

Location



51 thompson

No results

Reference ID



Search 92 values

Select attribute filters (8)

- ☒ Type Description 3 values
- ☒ Number 92 values
- ☒ Tag 61 values
- ☒ Status Code 1 values
- ☒ Assigned To 2 values

☐ Initiated Date

Filtering 0 of 138 records



City of Johns Creek, GA, Forsyth County ... Powered by Esri



Structure

- ☐ From-SR: COM DEV RESIDENTIAL 4.35%
- ☐ TREE REMOVAL WITHOUT PERMIT 3.26%

Search 56 more values

Status Code

- ☐ OPEN 100.00%

Assigned To

Search 2 values

Location

51 thompson
No results

Reference ID

Search 92 values

Select attribute filters (8)

- ☒ Type Description
3 values
- ☒ Number
92 values
- ☒ Tag
61 values
- ☒ Status Code
1 values
- ☒ Assigned To
2 values
- ☐ Initiated Date



- ☐ From-SR: COM DEV RESIDENTIAL 4.35%
- ☐ TREE REMOVAL WITHOUT PERMIT 3.26%

Search 56 more values

Status Code

- ☐ OPEN 100.00%

Assigned To

Search 2 values

Location

61 thompson

No results

Reference ID

Search 92 values

Select attribute filters (8)

☒ Type Description 3 values

☒ Number 92 values

☒ Tag 61 values

☒ Status Code 1 values

☒ Assigned To 2 values

☐ Initiated Date

Filtering 0 of 138 records



City of Johns Creek, GA, Forsyth County ... Powered by Esri



Structure

- ☐ From-SR: COM DEV RESIDENTIAL 4.35%
- ☐ TREE REMOVAL WITHOUT PERMIT 3.26%

Search 56 more values

Status Code

- ☐ OPEN 100.00%

Assigned To

Search 2 values

Location

61 thompson

No results

Reference ID

Search 92 values

Select attribute filters (8)

☒ Type Description
3 values

☒ Number
92 values

☒ Tag
61 values

☒ Status Code
1 values

☒ Assigned To
2 values

☐ Initiated Date

SPECIMEN TREE REPORT

CITY OF ALPHARETTA

Client

Brunson & Co

Address

51 Thompson St



Project

22082

Survey Date

9/23/2022

Alex Phillips
ISA Certified Arborist MA-4868A
Tree Risk Assessment Qualified
American Society of Landscape Architects



Canopy
Consultants
www.canopy-consultants.com
404.858.7471

Thompson St

Specimen Tree Inventory

Some trees on a site warrant special consideration and encouragement for preservation. The intent of these specifications is to provide the necessary information to facilitate project design, plan review and enforcement processes. The City of Alpharetta Specimen tree specifications are organized by size:

- Flowering Understory trees over 8" DBH
- Sourwood trees over 10" DBH
- Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH
- Magnolia trees over 20" DBH
- Cedrus and Thuja trees over 20" DBH
- Overstory Hardwood over 24" DBH
- Poplars and Sweetgums trees over 30" DBH
- Pine trees over 30" DBH

Any tree that does not meet the following requirements as set forth by the International Society of Arboriculture shall be deemed poor in condition, a danger to human life and property and removed from the site.

- Life expectancy less than 15 years
- A trunk with visible decay
- More than one major and several minor dead limbs (hardwoods)
- Major insect or pathological problems

Landscape Tree Inventory

Landscape trees and trees of quality on a site may warrant consideration for preservation. Landscape trees include street trees, parking lot trees and boundary trees. Trees of quality include smaller non specimen trees that are in groupings or groves that have special interest and character.

Site Location

The site is a vacant lot in a redeveloping area of the city. The lot was cleared in the past 5 years and maintained as an open field of turf and remnant trees around the demolished structures. The most westerly lot has the almost all of the specimen trees on site. There are some very large trees at the rear property line and along the western property line. There are boundary trees along the Southern property line, they are in varying degrees



Thompson St

of poor condition and a few smaller trees along the detention pond that runs with Haynes Bridge Road.

Definitions

Tree Number: Trees are tagged with an aluminum disk that shows a unique number to identify the tree.

Species: Trees are listed by a regional common name and botanical name.

Diameter at Breast Height (DBH): The diameter of a trunk at 4.5' above ground level. Measured in inches.

Condition:

Good: A specimen tree with healthy productive tip growth. A sound trunk with no visible damage or decay. No major limb loss and healthy branch unions. No visible insect or disease infestations. Life expectancy of more than 15 years.

Fair: A specimen tree with healthy but not vigorous tip growth. Less than 30% of crown is dead. No major dead limbs and no major trunk cavities or damage. Branch unions show some signs of stress. Tree is expected to live longer than 10 years.

Poor: More than 30% of the crown is dead or has significant tip die back. More than one major limb is dead and are large trunk cavities with visible decay. Severe insect or disease damage leading to immediate death. Roots are visible and show signs of decay and rot. Life expectancy is less than 5 years.

Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.

Invasive: Tree species whose native range is not within the Piedmont classification.

Hazardous: Severe or uncorrectable damage that will lead to a loss of property or life if there is tree failure.



Thompson St

Specimen Tree Report

Tree #	Species	DBH	Condition	Comments
1893	<i>Quercus nigra</i> Water Oak	41"	Good	Tree is in good health.
1894	<i>Quercus nigra</i> Water Oak	31"	Good	Tree is in good health.
1895	<i>Quercus nigra</i> Water Oak	31"	Good	Tree is in good health.
1896	<i>Cornus florida</i> Dogwood	8"	Good	Tree is in good health.
1897	<i>Cornus florida</i> Dogwood	17"	Poor	Poor 1: Split with vertical crack. Pic #1
1898	<i>Pinus spp</i> Pine	33"	Good	Tree is in good health.
1899	<i>Cornus florida</i> Dogwood	14"	Fair	Fair 1: Split. Pic #2
1900	<i>Quercus falcata</i> S Red Oak	40"	Fair	Fair 3: One major limb loss. Pic #3
1901	<i>Quercus nigra</i> Water Oak	37"	Good	Tree is in good health.
20	<i>Quercus nigra</i> Water Oak	62"	Fair	Fair 2: Tip die back. Pic #4
1902	<i>Acer rubrum</i> Red Maple	25"	Poor	Poor 2: Multi-trunk with split and included bark. Pic #5
1903	<i>Quercus nigra</i> Water Oak	25"	Fair	Fair 4: Split with included bark. Pic #6
1904	<i>Tsuga canadensis</i> Hemlock	25"	Good	Tree is in good health.
358	<i>Quercus nigra</i> Water Oak	43"	Fair	Fair #5: Major limb loss. Pic #7
393	<i>Carya illinoensis</i> Pecan	24"	Good	Tree is in good health.



CANOPY CONSULTANTS

www.canopy-consultants.com

Thompson St

Total Specimen Sized Trees: 15

Good Condition: 8

Fair Condition: 5

Poor Condition: 2



Thompson St



Pic #1: Split with vertical crack. Poor 1



Pic #2: Split. Fair 1



Pic #3: Tip die back. Fair 2



Pic #4: One major limb loss. Fair 3



Thompson St



**Pic #5: Multi-trunk with split and included bark.
Poor 2**



Pic #6: Split with included bark. Fair 4



**Pic #7: Major limb loss.
Fair #5**



Thompson St

Tree of Quality Report

Tree #	Species	DBH	Condition	Comments
1	<i>Tsuga canadensis</i> Hemlock	14"	Good	Tree is in good health.
2	<i>Tsuga canadensis</i> Hemlock	18"	Good	Tree is in good health.

Tree of Quality Summary: Two trees of quality on site.

Landscape Tree Report

Landscape Tree Summary: There are no landscape trees on site.

Boundary Tree Report

Tree #	Species	DBH	Condition	Comments
BO1	<i>Prunus serrotina</i> Black Cherry	18"	Good	Tree is in good health.
BO2	<i>Quercus nigra</i> Water Oak	20"	Good	Tree is in good health.
BO3	<i>Quercus nigra</i> Water Oak	22"	Good	Tree is in good health.
BO4	<i>Prunus serrotina</i> Black Cherry	30"	Poor	Poor #1: Trunk wounds and fruiting bodies. Pic #1
345	<i>Quercus nigra</i> Water Oak	39"	Good	Tree is in good health.



Thompson St

Tree #	Species	DBH	Condition	Comments
346	<i>Quercus nigra</i> Water Oak	40"	Poor	Poor #2: Split with included bark. Pic #2
347	<i>Quercus nigra</i> Water Oak	42"	Poor	Poor #3: Multiple dead leaders. Pic #3
392	<i>Pinus spp</i> Pine	24"	Good	Tree is in good health.

Boundary Tree Summary: Eight boundary trees with 3 in poor condition. These trees have conditional issues that should allow for removal if needed.



Thompson St



**Pic # 1: Trunk wounds with fruiting bodies.
Poor #1**



**Pic # 2: Split with included bark.
Poor #2**



**Pic # 3: Multiple dead leaders.
Poor #3**





Memorandum

Date: September 23, 2022

From: Marc R. Acampora, PE

Subject: Trip Generation Study for Proposed Thompson Street Residential Development
City of Alpharetta, Georgia

The trip generation was calculated for a proposed residential development in the City of Alpharetta. The site is located on the south side of Thompson Street east of Haynes Bridge Road, as shown in Figure 1.

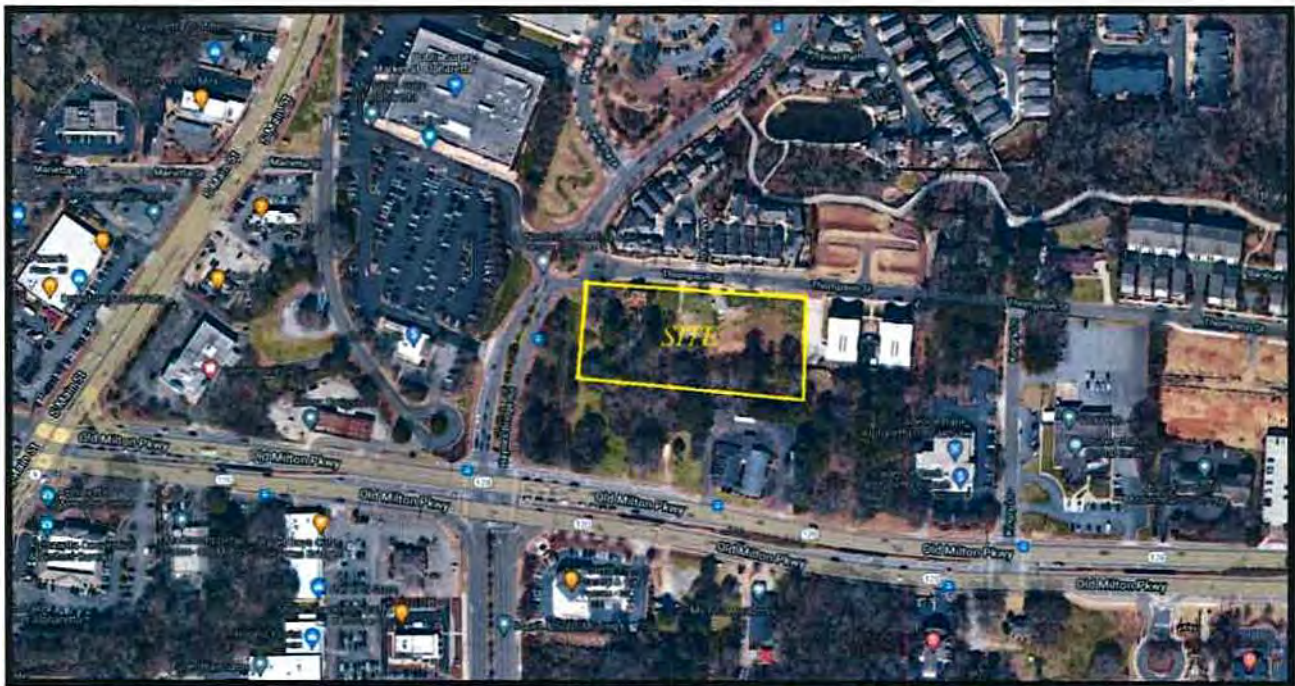


Figure 1 – Site Location Map

The proposed development will include 18 single family detached homes and 5 single family attached townhomes, or a total of 23 homes. Vehicular access will be provided at two full-movement driveways on Thompson Street, the eastern of which will be shared with a small residential community to the east. The site plan is presented in Figure 2.

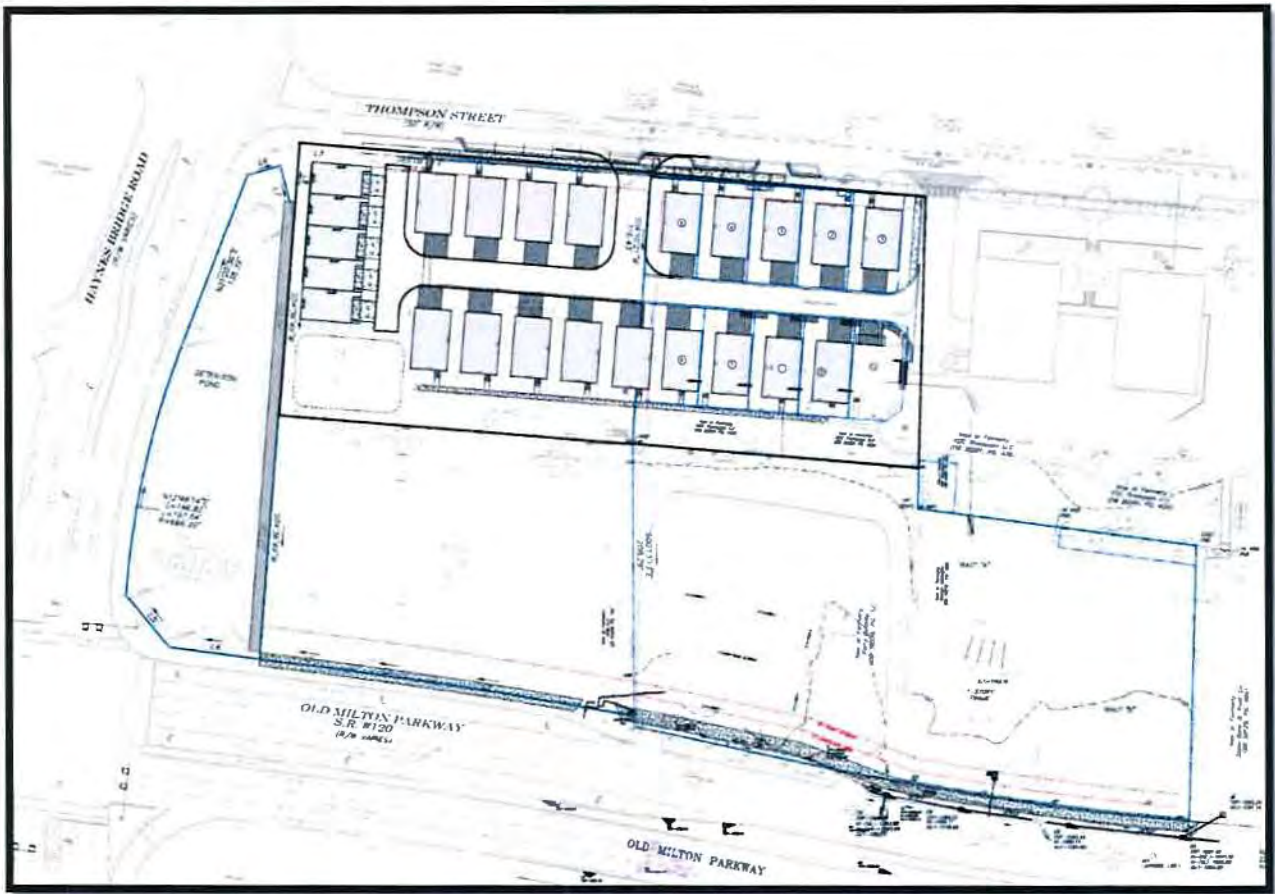


Figure 2 – Proposed Thompson Street Residential Site Plan

The volume of traffic that will be generated by the proposed residential development was calculated using the equations and rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. ITE Land Use 210 – Single Family Detached Housing was used for the single-family homes while ITE Land Use 215 – Single Family Attached Housing was chosen as representative of the townhomes. The trip generation is summarized in Table 1.

Table 1 – Thompson Street Residential Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Single Family Homes	210	18 homes	4	12	16	12	8	20	208
Townhomes	215	5 homes	0	2	2	2	1	3	36
Total New Trips		23 homes	4	14	18	14	9	23	244

The proposed residential project will generate 18 trips in the morning peak hour, 23 trips in the evening peak hour, and 244 daily trips.

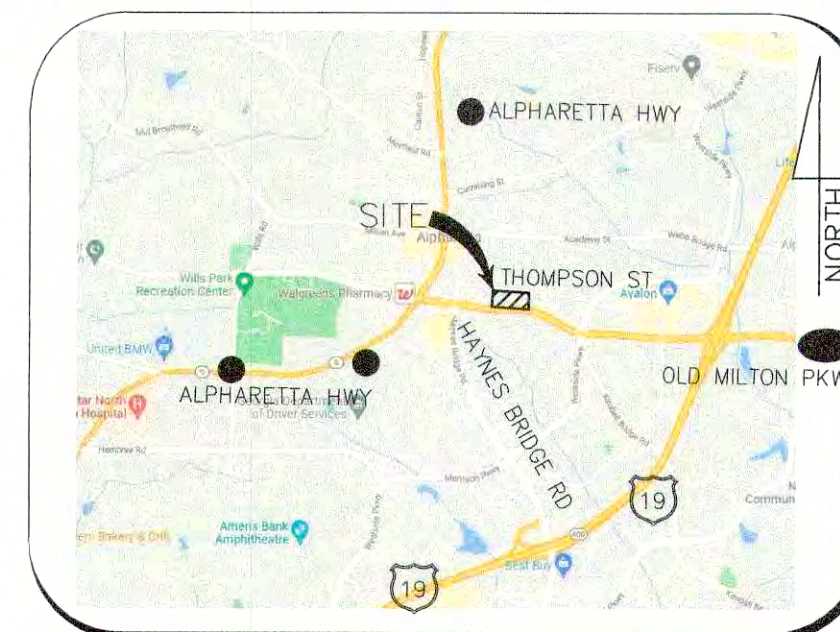
INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON HAS BEEN SHOWN BASED ON THE LOCATION OF THE ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UTILITY PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. PER GEORGIA LAW, THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY OTHER PERSON, PERSONS OR ENTITIES WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR OF RECORD.

RIGHT-OF-WAY SHOWN AT SE CORNER OF THOMPSON STREET AND HAYNES BRIDGE ROAD MAY VARY.
SURVEYOR WAS UNABLE TO DETERMINE EXACT LIMITS OF RIGHT-OF-WAY ACQUISITION.

As required by sub-section (d) of O.C.G.A. Section 15-6-67, This plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one of the applicable local jurisdictions do not require approval of this type of plat. For any applicable local jurisdiction that requires approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such approvals, affirmations, or ordinance or resolution numbers should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Georgia Land Surveyor No. 2662
Steve M. Hardy
steve.hardy@collierseng.com



NOT TO SCALE

LEGAL DESCRIPTION: AS SURVEYED

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING AND BEING WITHIN LAND LOT 748, 1ST DISTRICT, 2ND SECTION OF FULTON COUNTY, GEORGIA, WITHIN THE CITY LIMITS OF ALPHARETTA AND BEING MORE FULLY SHOWN AND DESIGNATED ON A BOUNDARY SURVEY FOR STORYBROOK BUILDERS, LLC, DATED 9/29/22 BY COLLIER ENGINEERING AND DESIGN, BEARING THE STAMP OF STEVE M. HARDY, PLS #2662 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF HAYNES
BRIDGE ROAD (R/W VARIES) AND THOMPSON STREET (50' R/W) AT A #4
REBAR SET THE POINT OF BEGINNING (P.O.B.):

THENCE TURNING AND CONTINUING ALONG THE RIGHT-OF-WAY OF THOMPSON STREET (S01° R/W) SOUTH 84 DEGREES 50 MINUTES 01 SECONDS EAST (S84°50'01") A DISTANCE OF 237.32' TO A #4 REBAR SET; THENCE CONTINUING NORTH 04 DEGREES 22 MINUTES 08 SECONDS EAST (N04°22'08") A DISTANCE OF 6.86' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 86 DEGREES 22 MINUTES 08 SECONDS EAST (S86°22'08") A DISTANCE OF 42.04' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 85 DEGREES 45 MINUTES 21 SECONDS EAST (S85°45'21") A DISTANCE OF 100.74' TO A #4 REBAR SET; THENCE SOUTH 03 DEGREES 46 MINUTES 57 SECONDS EAST (S03°46'57"E) A DISTANCE OF 4.02' TO A #4 REBAR SET; THENCE SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST (S83°30'39"E) A DISTANCE OF 10.01' TO A #4 REBAR SET; THENCE NORTH 03 DEGREES 45 MINUTES 49 SECONDS EAST (N03°45'49"E) A DISTANCE OF 4.37' TO A #4 REBAR SET; THENCE SOUTH 85 DEGREES 45 MINUTES 24 SECONDS EAST (S85°45'24"E) A DISTANCE OF 56.75' TO A #4 REBAR SET; THENCE TURNING AND LEAVING SAID RIGHT-OF-WAY AND CONTINUING ALONG THE LINE OF N/F THOMPSON STREET PLATS PHASE 1 SOUTH 01 DEGREES 40 MINUTES 59 SECONDS WEST (S01°40'59"W) A DISTANCE OF 205.69' TO A #4 REBAR FUND; THENCE CONTINUING NORTH 85 DEGREES 21 MINUTES 22 SECONDS WEST (N85°21'22"W) A DISTANCE OF 219.69' TO A ½" OPEN TOP FUND; THENCE CONTINUING ALONG THE LINE OF N/F 2260 OLD MILTON LLC NORTH 85 DEGREES 27 MINUTES 12 SECONDS WEST (N85°27'12"W) A DISTANCE OF 117.05' TO A #4 REBAR SET; THENCE CONTINUING NORTH 85 DEGREES 06 MINUTES 26 SECONDS WEST (N85°06'26"W) A DISTANCE OF 119.37' TO A #4 REBAR FUND; THENCE NORTH 85 DEGREES 16 MINUTES 43 SECONDS WEST (N85°16'43"W) A DISTANCE OF 35.00' TO A #4 REBAR SET ON THE EAST RIGHT-OF-WAY OF HAYNES BRIDGE ROAD (R/W VARIES); THENCE TURNING AND CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 04 DEGREES 38 MINUTES 06 SECONDS EAST (N04°38'06"E) A DISTANCE OF 179.20' TO A #4 REBAR SET; THENCE NORTH 64 DEGREES 35 MINUTES 05 SECONDS EAST (N64°35'05"E) A DISTANCE OF 38.37' TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINING 2.231 ACRES (90.205 SQ. FT.).

2.231 ACRES
97,205 SQ. FT

	PROPERTY CORNER
	STORM MANHOLE
	DROP INLET
	SANITARY MANHOLE
	SANITARY CLEANOUT
	ELECTRIC BOX
	POWER POLE
	GUY ANCHOR
	WATER MANHOLE
	FIRE HYDRANT
	WATER VALVE
	WATER VALVE MARKED
	TRAFFIC SIGN
	FIBER OPTIC PEDESTAL

	PROPERTY LINE SURVEYED
	PROPERTY LINE NOT SURVEYED
	ROAD CURB
	PAVEMENT CONCRETE
	PAVEMENT ASPHALT
	FENCE
	POWER LINE

R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
DB	DEED BOOK
PG	PAGE

(IN FEET)

1 inch = 60 ft.

CLIENT: STORYBROOK BUILDERS, LLC
2570 HERMITAGE DRIVE
CUMMING, GA 30041

SURVEYOR: COLLIER'S ENGINEERING & DESIGN
1305 MALL OF GA BOULEVARD
SUITE 120
BUFORD, GA 30519
OFFICE: 678.288.4491
steve.hardy@colliersena.com

*SITE ADDRESS: 31 THOMPSON STREET
ALPHARETTA, GEORGIA*

*PARCEL ID #: 12 270307480685 12 270307480693
2260 OLD MILTON LLC
DEED BOOK 60318, PAGE 0658*

DATE OF SURVEY:	SEPTEMBER 2022
EQUIPMENT USED:	TRIMBLE R12
ANGULAR ERROR:	0°00'30"±
PRECISION:	1: 10,000+
TYPE OF ADJUSTMENT:	COMPASS RULE
PLAT CLOSURE:	1:100,000+

Engineering
& Design

www.colliersengineering.com

Copyright © 2022, Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as  **MASER**
CONSULTING

[illegible]

FOR
STORYBROOK
BUILDERS, LLC

LAND LOT 748

1ST DISTRICT 2ND SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA

Engineering
& Design

RED BANK (Headquarters)
331 Newman Springs Road,
Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950

COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE: 1" = 60'	DATE: 09/28/2022	DRAWN BY: LL	CHECKED BY: SMH
PROJECT NUMBER: 22010970		DRAWING NAME: 22010970_BOUNDARY	

SHEET TITLE:

SHEET NUMBER:

1 OF 1

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

LEGAL DESCRIPTION: AS SURVEYED

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING AND BEING WITHIN LAND LOT 748, 1ST DISTRICT, 2ND SECTION OF FULTON COUNTY, GEORGIA, WITHIN THE CITY LIMITS OF ALPHARETTA AND BEING MORE FULLY SHOWN AND DESIGNATED ON A BOUNDARY SURVEY FOR STORYBROOK BUILDERS, LLC, DATED 9/29/22 BY COLLIER'S ENGINEERING AND DESIGN, BEARING THE STAMP OF STEVE M. HARDY, PLS #2662 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF HAYNES BRIDGE ROAD (R/W VARIES) AND THOMPSON STREET (50' R/W) AT A #4 REBAR SET THE POINT OF BEGINNING (P.O.B.);

THENCE TURNING AND CONTINUING ALONG THE RIGHT-OF-WAY OF THOMPSON STREET (50' R/W) SOUTH 84 DEGREES 50 MINUTES 01 SECONDS EAST (S84°50'01"E) A DISTANCE OF 237.32' TO A #4 REBAR SET; THENCE CONTINUING NORTH 04 DEGREES 22 MINUTES 08 SECONDS EAST (N04°22'08"E) A DISTANCE OF 6.86' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 86 DEGREES 22 MINUTES 08 SECONDS EAST (S86°22'08"E) A DISTANCE OF 42.04' TO A #4 REBAR SET; THENCE CONTINUING SOUTH 85 DEGREES 45 MINUTES 21 SECONDS EAST (S85°45'21"E) A DISTANCE OF 100.74' TO A #4 REBAR SET; THENCE SOUTH 03 DEGREES 46 MINUTES 57 SECONDS EAST (S03°46'57"E) A DISTANCE OF 4.02' TO A #4 REBAR SET; THENCE SOUTH 83 DEGREES 30 MINUTES 39 SECONDS EAST (S83°30'39"E) A DISTANCE OF 10.01' TO A #4 REBAR SET; THENCE NORTH 03 DEGREES 45 MINUTES 49 SECONDS EAST (N03°45'49"E) A DISTANCE OF 4.37' TO A #4 REBAR SET; THENCE SOUTH 85 DEGREES 45 MINUTES 24 SECONDS EAST (S85°45'24"E) A DISTANCE OF 56.75' TO A #4 REBAR SET; THENCE TURNING AND LEAVING SAID RIGHT-OF-WAY AND CONTINUING ALONG THE LINE OF N/F THOMPSON STREET FLATS PHASE 1 SOUTH 01 DEGREES 40 MINUTES 59 SECONDS WEST (S01°40'59"W) A DISTANCE OF 205.69' TO A #4 REBAR FOUND; THENCE CONTINUING NORTH 85 DEGREES 21 MINUTES 22 SECONDS WEST (N85°21'22"W) A DISTANCE OF 219.69' TO A 1/2" OPEN TOP FOUND; THENCE CONTINUING ALONG THE LINE OF N/F 2260 OLD MILTON LLC NORTH 85 DEGREES 27 MINUTES 12 SECONDS WEST (N85°27'12"W) A DISTANCE OF 117.05' TO A #4 REBAR SET; THENCE CONTINUING NORTH 85 DEGREES 06 MINUTES 26 SECONDS WEST (N85°06'26"W) A DISTANCE OF 119.37' TO A #4 REBAR FOUND; THENCE NORTH 85 DEGREES 16 MINUTES 43 SECONDS WEST (N85°16'43"W) A DISTANCE OF 35.00' TO A #4 REBAR SET ON THE EAST RIGHT-OF-WAY OF HAYNES BRIDGE ROAD (R/W VARIES); THENCE TURNING AND CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 04 DEGREES 38 MINUTES 06 SECONDS EAST (N04°38'06"E) A DISTANCE OF 179.20' TO A #4 REBAR SET; THENCE NORTH 64 DEGREES 35 MINUTES 05 SECONDS EAST (N64°35'05"E) A DISTANCE OF 38.37' TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINING 2.231 ACRES (90,205 SQ. FT.).



Project No.	P-1605
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	10/2/22
Scale:	NTS

[illegible]

**STORYBOOK
BUILDERS, LLC**
2570 Hermitage Drive
Cumming, GA 30041
Phone: (678) 898-2806

ZONING OPEN SPACE EXHIBITS
THOMPSON STREET PARK
THOMPSON STREET
LAND LOT 247, 1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z2

The site plan illustrates a development on Thompson Street, which is noted as having a 'ROW VARIES'. The plan is divided into two symmetrical halves by a central 'PHASE LINE'. Each half features a large, white, rectangular building footprint. To the north of these buildings is a green landscaped area containing a central square feature with a cross-hatch pattern, surrounded by smaller rectangular areas. A dashed line indicates an 'ex. conc. walk' (existing concrete walkway) along the top edge of the site. A winding path, also indicated by a dashed line, runs through the green areas. A 'ROCK WALL W/ HAZARD' is noted on the right side of the plan. The entire site is bounded by Thompson Street to the north and a rock wall to the east.

PHASE 1
GROSS LOT AREA: 58,154 SF SF (1.335 ACRES)
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 5,800 SF

MINIMUM CIVIC OPEN SPACE: NONE
(LOT LESS THAN 5.0 AC)
PROVIDED CIVIC OPEN SPACE: 6,165 SF

PROVIDED AMENITY OPEN SPACE: 34,000 SF

TOTAL OPEN SPACE: 40,165 SF (69%)

PHASE 2

MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 4,580 SF

MINIMUM CIVIC OPEN SPACE: NONE
(LOT LESS THAN 5.0 AC)
PROVIDED CIVIC OPEN SPACE: 6,000 SF

PROVIDED AMENITY OPEN SPACE: 23,880 SF

TOTAL OPEN SPACE: 29,880 SF (65%)



GEORGIA 811
Utilities Protection Center, Inc.

**Know what's below
Call 811 or (800) 282-7411
Before You Dig**

24 HOUR CONTACT: ARTHUR ROUNDTREE 404- 350-1444

GRAPHIC SCALE

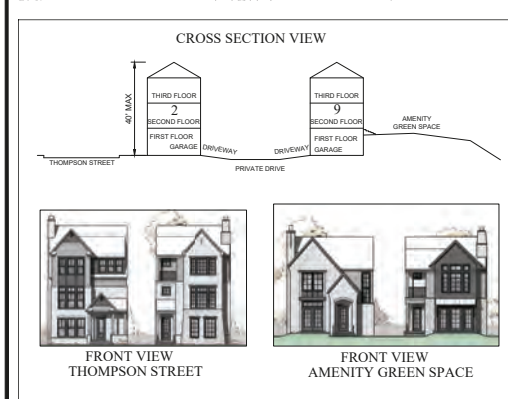
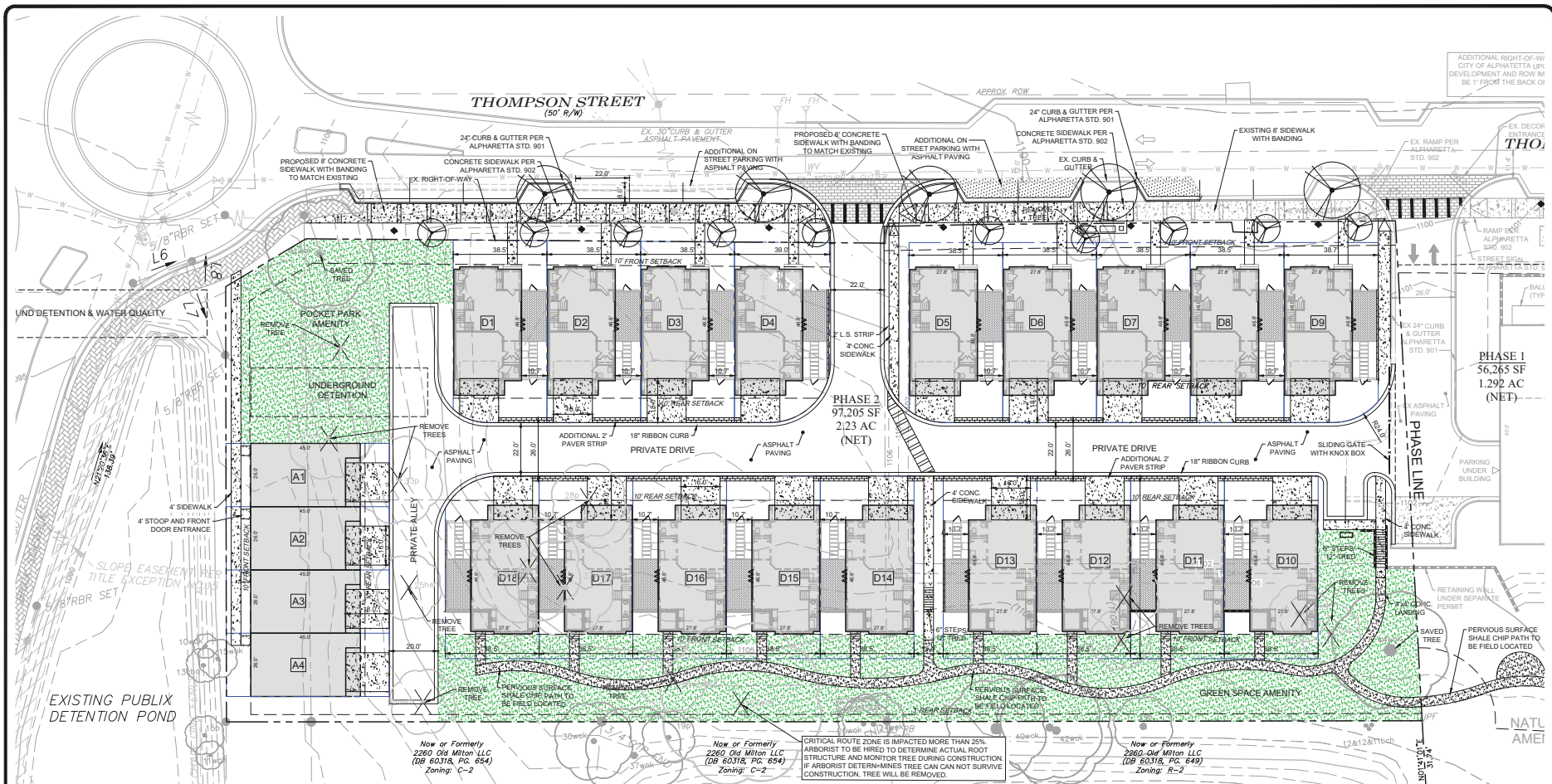


(IN FEET)
1 inch = 20 ft

CAUTION

*****CAUTION*****

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

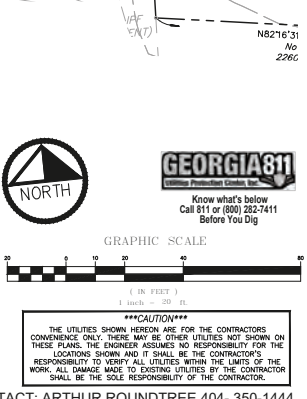


LOT TABLE	
ATTACHED	
LOT A1	1,744 SF
LOT A2	1,743 SF
LOT A3	1,741 SF
LOT A4	1,740 SF
DETACHED	
LOT D1	2,825 SF
LOT D2	2,849 SF
LOT D3	2,849 SF
LOT D4	2,760 SF
LOT D5	2,847 SF
LOT D6	2,868 SF
LOT D7	2,881 SF
LOT D8	2,851 SF
LOT D9	2,875 SF
LOT D10	2,887 SF
LOT D11	2,887 SF
LOT D12	2,887 SF
LOT D13	2,887 SF
LOT D14	2,887 SF
LOT D15	2,887 SF
LOT D16	2,887 SF
LOT D17	2,887 SF
LOT D18	2,868 SF

LEGEND	
	PROPOSED LIGHT POLE
	PROPOSED MOVEMENT
	EXISTING MOVEMENT
	PROPERTY LINE
	STONE WALL
	POURED CONCRETE WALL
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER TO BE REMOVED
	PROPOSED CURB & GUTTER
NOTES	
1. THIS INFORMATION WAS TAKEN FROM THE TOPOGRAPHIC SURVEY BY BARTON SURVEYING, INC., DATED JULY 11, 2015.	
2. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.	
3. ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.	
4. ALL PROPOSED PAVING AND CURB PER ALPHARETTA STANDARD 901	



SITE DATA	
ADDRESS: 31 & 51 THOMPSON STREET	
PARCEL ID: 12 270307400008 & 12 270307400009	
ZONING: DT-LW (CASE # CLUP-15-112-15-10CU-15-11V-15-25 & PH-16-15)	
GROSS LOT AREA: 97,205 SF (2.23 ACRES)	
PROPOSED USE: 18 DETACHED SINGLE FAMILY UNITS	
4 ATTACHED SINGLE FAMILY UNITS	
22 TOTAL SINGLE FAMILY UNITS	
DENSITY: 10 UNITS PER ACRE	
SETBACKS:	
FRONT YARD:	10'
SIDE YARD:	10' ON ALLEY
REAR YARD:	10' ON ALLEY
MIN. LOT SIZE:	2,500 SF SINGLE FAMILY DETACHED
	1,500 SF SINGLE FAMILY ATTACHED
MAX. HEIGHT ALLOWED: 48'	
MAX. HEIGHT PROPOSED: 40'	
PARKING REQUIREMENTS:	
1 SPACE PER BEDROOM	
18 DETACHED UNITS x 3 BEDROOMS EACH = 54 SPACES	
4 ATTACHED UNITS x 3 BEDROOMS EACH = 12 SPACES	
0.5 VISITOR SPACE PER UNIT x 22 UNITS = 11 SPACES	
TOTAL PARKING REQUIRED = 77 SPACES	
PROPOSED GARAGE SPACES: 44 SPACES (2 PER UNIT)	
PROPOSED DRIVEWAY SPACES: 42 SPACES	
D1 & D5 HAVE 1 DRIVEWAY SPACE, ALL OTHER UNITS HAVE 2 PER UNIT	
PROPOSED INTERNAL GUEST PARKING: 2 SPACES	
TOTAL PARKING PROVIDED = 88 SPACES	
*NOTE: THREE ARE 11 PARALLEL STREET PARKING SPACES NOT INCLUDED IN CALCULATIONS	



paradigm
Engineering Services, Inc.
Seven, Dunwoody Park
Atlanta, GA 30338
(770) 605-6030
www.paradigmeng.com

PROJECT No. P-1605

DESIGN BY: WED

PREPARED BY: WED

CHECKED BY: WED

DATE: 10/22

SCALE: 1"=20'

STORYBOOK BUILDERS, LLC

2570 Heritage Drive
Cumming, GA 30041
Phone: (678) 898-2806

ZONING SITE PLAN

THOMPSON STREET PARK

LAND LOT 247, 1ST DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No. 21



3D Thompson Street View
 Thompson Street Homes
 Alpharetta, Georgia



Front Elevations
 Thompson Street Homes
 Alpharetta, Georgia



Typical Courtyard Side Elevation

Thompson Street Homes

Alpharetta, Georgia



Typical Side Elevation
 Thompson Street Homes
 Alpharetta, Georgia



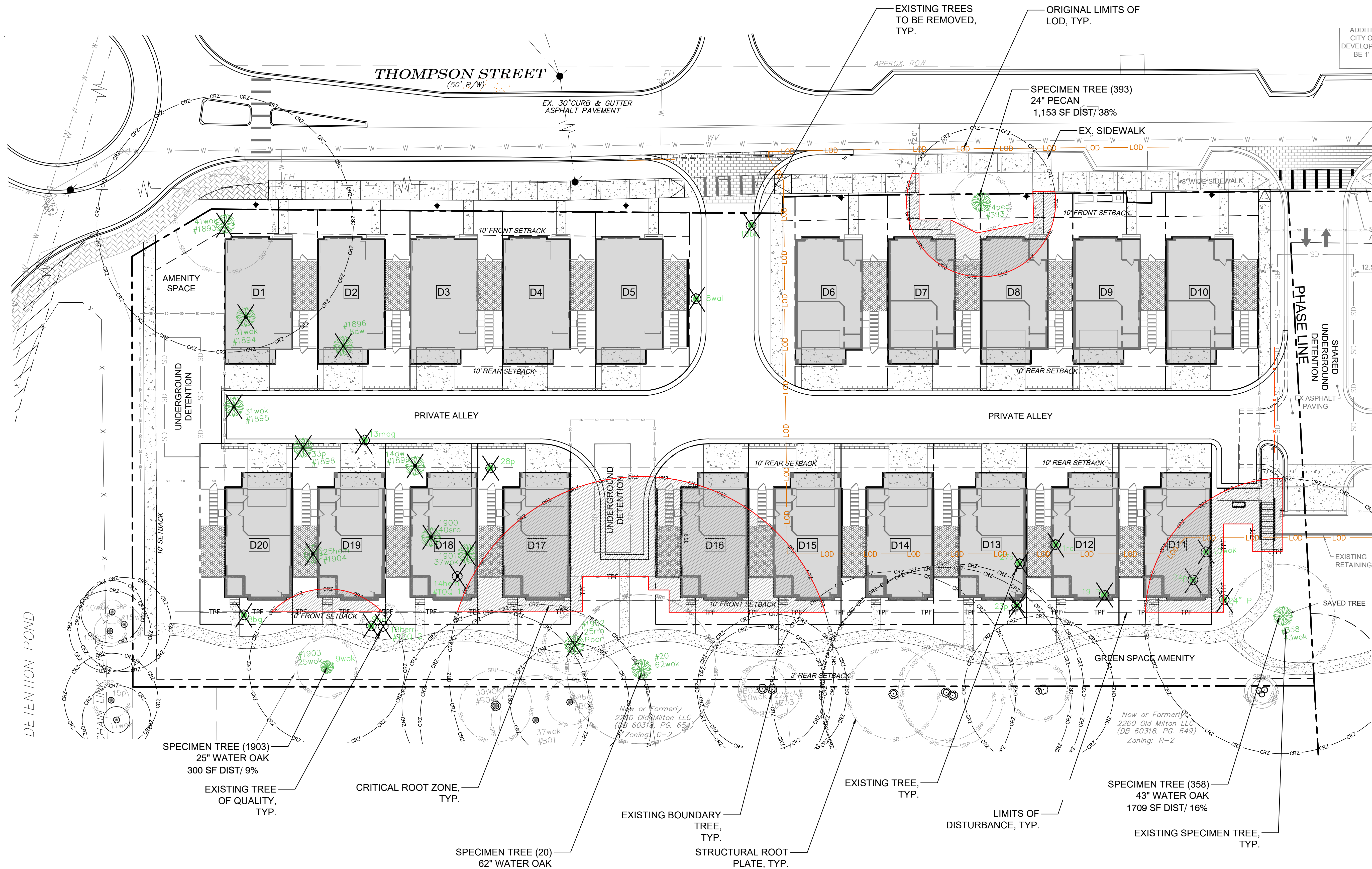
Rear Elevations
 Thompson Street Homes
 Alpharetta, Georgia



Front Elevations - Park Facing Lots

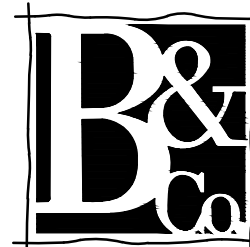
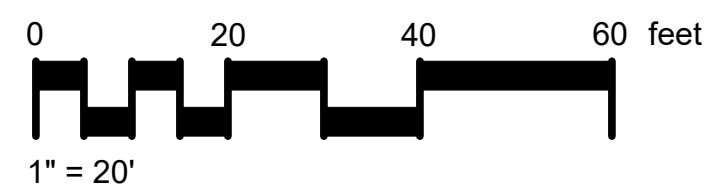
Thompson Street Homes

Alpharetta, Georgia



Preliminary
12/09/2022 3:54:21 PM

24 HOUR CONTACT:
ARTHUR ROUNTREE @
(404) 350-1444



Brunson & Company
LANDSCAPE ARCHITECTS
903 BOMBAY LANE
ROSSELL, GA 30076
770.864.1987

STORYBOOK BUILDERS, LLC
410 Peachtree Parkway
Suite 4245
Cumming, GA 30041
(O) 404-350-1444

OWNER:

THOMPSON STREET PARK
TREE / LANDSCAPE CONCEPT PLAN

Prepared For:
STORYBOOK BUILDERS, LLC

THOMPSON STREET
LL 247 - 1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA



SEAL:

THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF
BRUNSON & COMPANY, LLC AND SHALL NOT BE
REPRODUCED OR COPIED IN ANY FORM WITHOUT WRITTEN
CONSENT. BRUNSON & COMPANY, LLC ASSUMES NO
LIABILITY FOR ANY ELEMENTS CONSTRUCTED FROM THIS
PLAN.

REVISIONS:

DATE	DESCRIPTION
11/15/21	REV PLANS PER SUBMITTAL REQ.

DRAWING TITLE:

**EXISTING TREE
SITE PLAN**

DATE:

11.7.22

PROJECT #

22.092

SHEET REF #

LS-101



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: V-23-08 OFF LEASH WAITING PERIOD VARIANCE

CITY COUNCIL: MARCH 20, 2023

II. RECOMMENDATION:

Approve V-23-08 Off Leash Waiting Period Variance request for waiting period variance.

III. REPORT IN BRIEF:

The applicant, Lonnie Cooper Ventures, LLC, requests a variance to reduce the waiting period for Council consideration of an application for zoning change affecting the same property from one (1) year to six (6) months. City Council took action on a public hearing request for conditional use on the property on August 1, 2022. The subject property is located at 142 South Main Street and 125 Norcross Street at the northeast corner of Old Milton Parkway and South Main Street.

DISCUSSION

The submitted request, if approved, would allow the applicant to move forward with a public hearing request for City Council consideration on the same property within six (6) months of a previous Council action. The subject property is located at 142 South Main Street and 125 Norcross Street at the northeast corner of Old Milton Parkway and South Main Street.

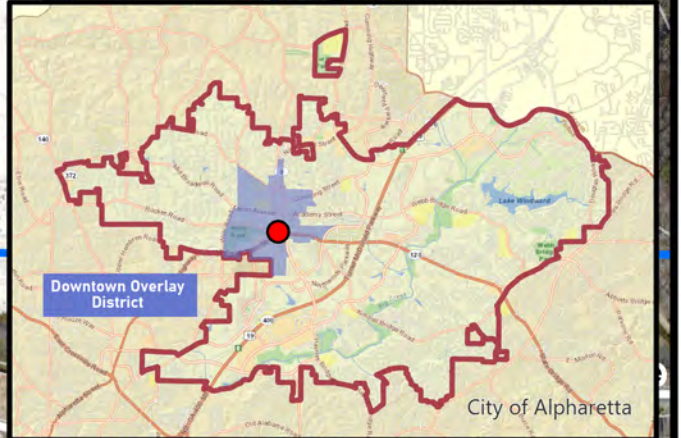
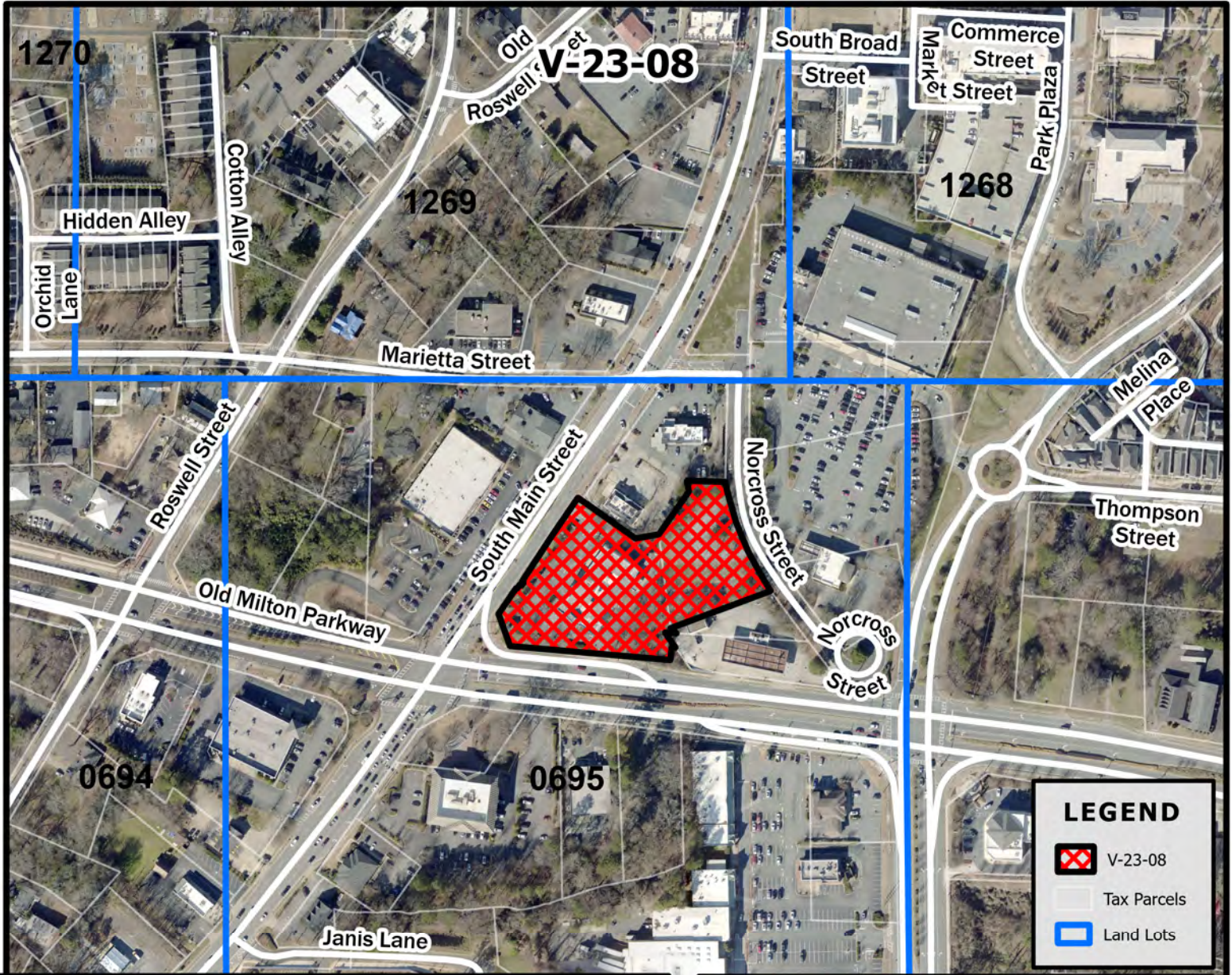
Council took action on a public hearing request for conditional use (CU-22-05) on the property on August 1, 2022. The applicant is seeking a change to previous conditions of zoning to allow for the re-use of the existing building.

CITIZEN PARTICIPATION PLAN

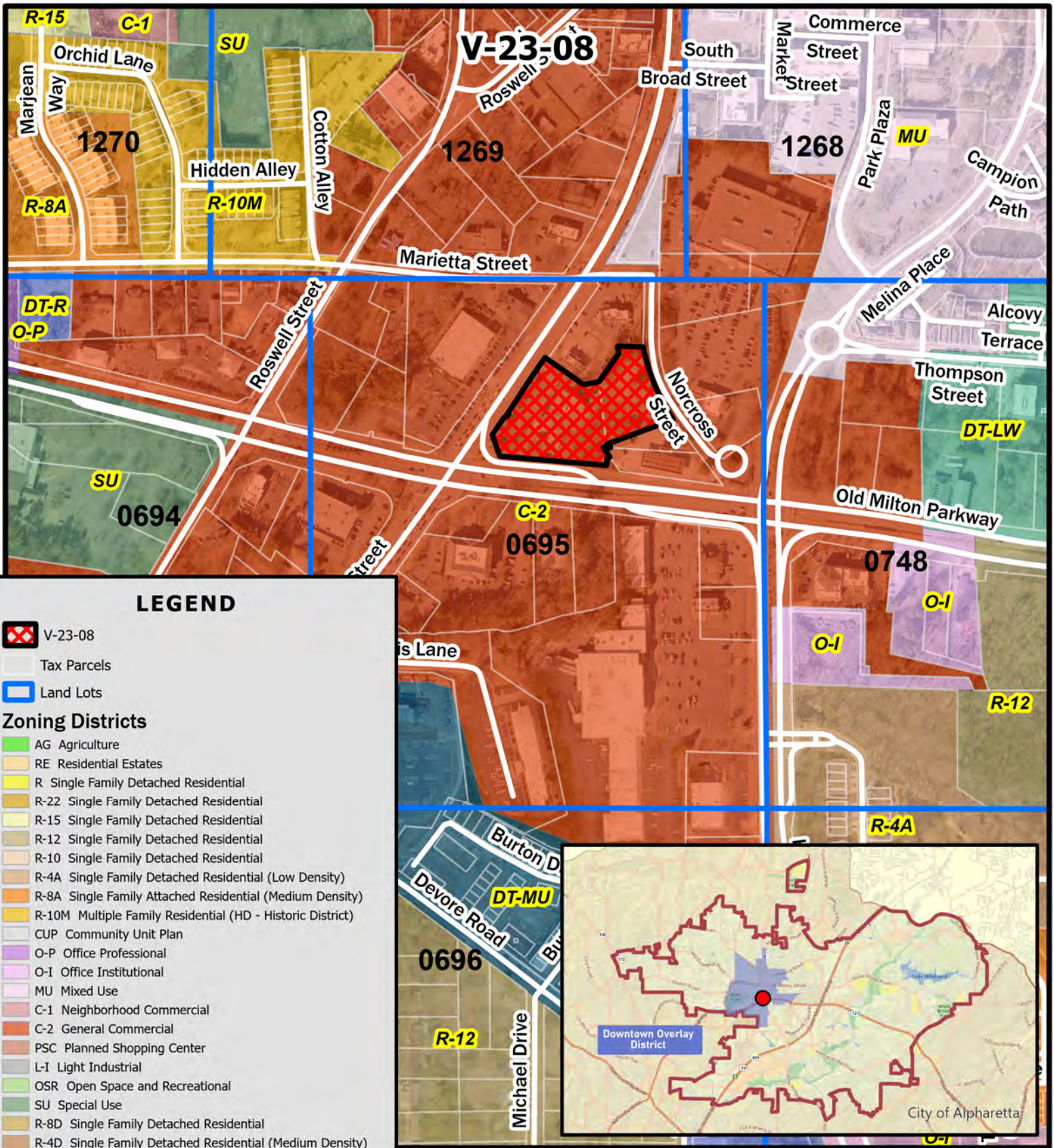
The applicant notified surrounding property owners of their application and intent for the property. The report states that no comments were received.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- August 1, 2022 City Council Meeting Minutes
- Citizen Part B
- Application



V-23-08
D/LL: 1/2/0695
CC: 3/20/23



LEGEND



V-23-08



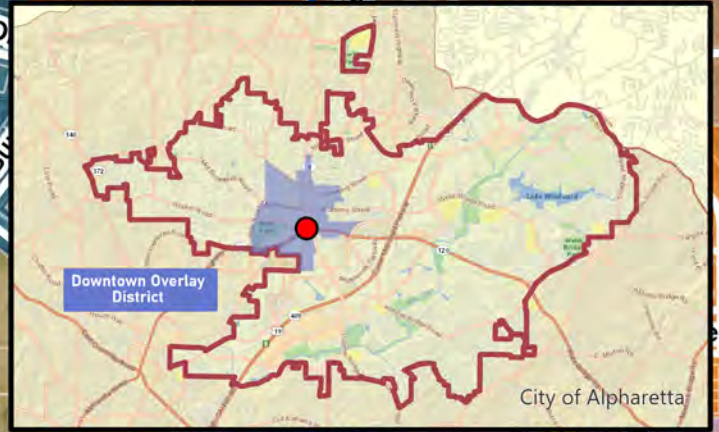
Tax Parcels



Land Lots

Zoning Districts

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



V-23-08

D/LL: 1/2/0695

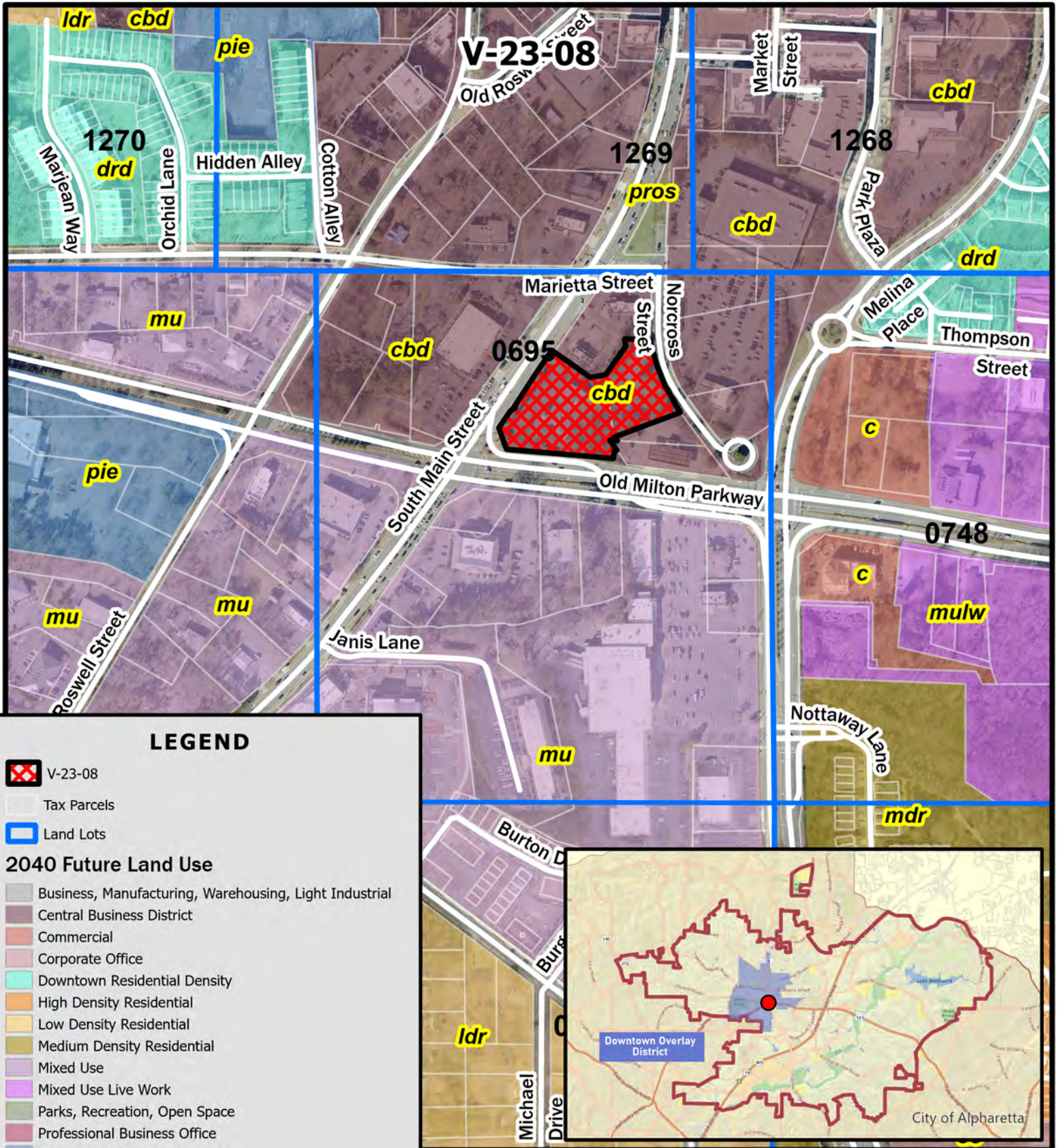
CC: 3/20/23

Zoning Map Off Leash

**142 South Main Street &
125 Norcross Street**

**Location Map Provided by:
Community Development - GIS**

Page 243 of 759



LEGEND



V-23-08



Tax Parcels



Land Lots

2040 Future Land Use



Business, Manufacturing, Warehousing, Light Industrial



Central Business District



Commercial



Corporate Office



Downtown Residential Density



High Density Residential



Low Density Residential



Medium Density Residential



Mixed Use



Mixed Use Live Work



Parks, Recreation, Open Space



Professional Business Office



Public, Institutional, Education



Residential Estate



Very Low Density Residential

V-23-08

D/LL: 1/2/0695

CC: 3/20/23

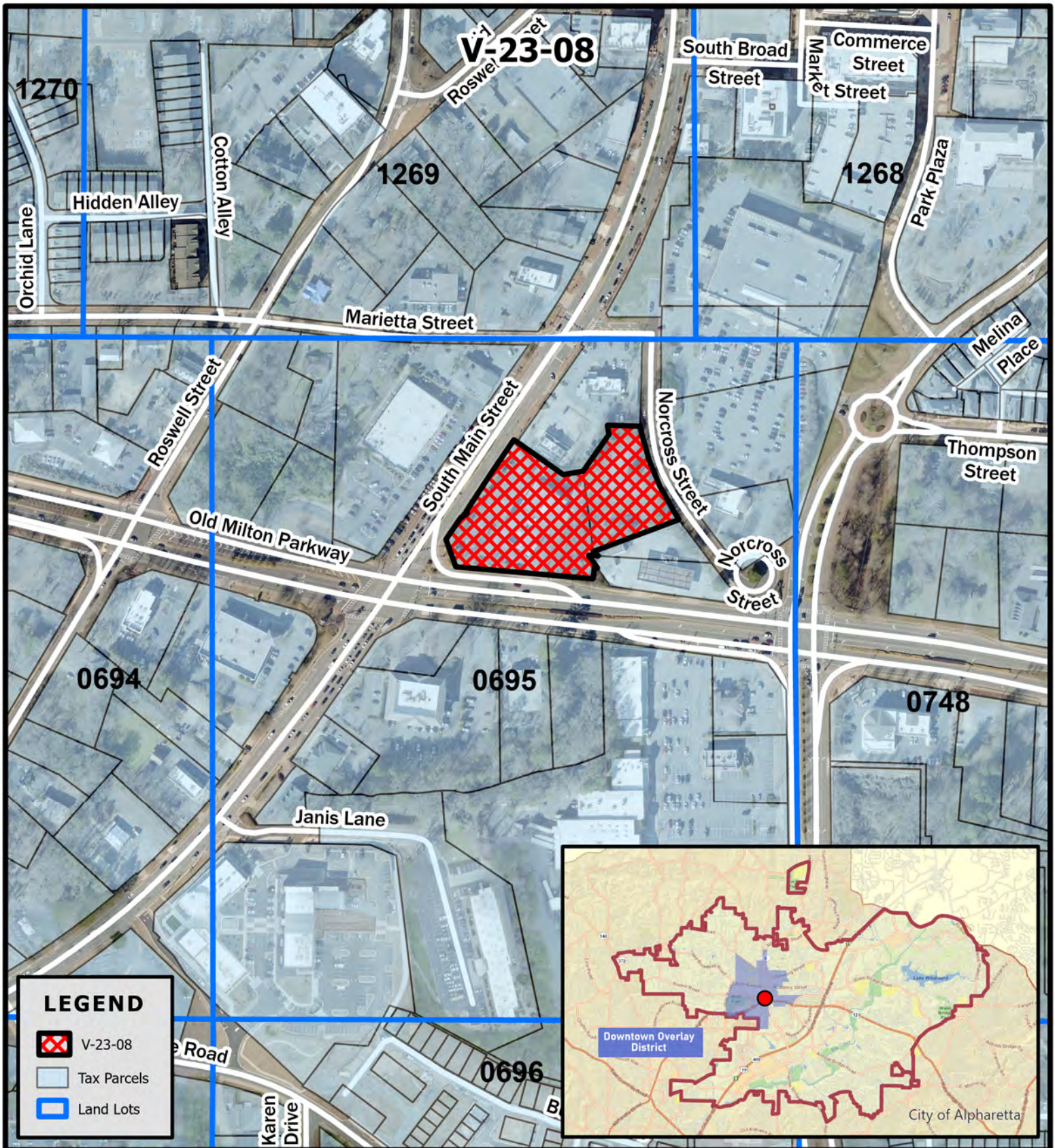
Future Land Use Map Off Leash

142 South Main Street &
125 Norcross Street



Location Map Provided by:
Community Development - GIS

Page 244 of 759



V-23-08

D/LL: 1/2/0695

CC: 3/20/23

Location Map

Off Leash

142 South Main Street & 125 Norcross Street



Location Map Provided by:
Community Development - GIS



City Council Meeting & Public Hearing

AUGUST 1, 2022

Office of the City Clerk

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

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

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

II. ROLL CALL

- Council Members

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

- Staff

- Bob Regus, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- Brooke Lappin, Director of Courts
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Randy Bundy, Director of Information Technology

- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager
- Kim Zane Manning, Cultural Services Manager

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. A Resolution Presented to City Administrator, Bob Regus, by State Representative, Chuck Martin

- State Representative Chuck Martin presented a resolution to Bob Regus and shared kind remarks.

B. A Proclamation Celebrating the Retirement of City Administrator, Bob Regus

- Mayor and City Council presented a proclamation to Bob Regus and shared kind remarks.

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 7/25/2022)

B. Approval of Alpharetta's Outdoor Art Exhibit: MEDLEY

1. Sculpture: Ribbon Arch by Jim Gallucci
 2. Sculpture: Tree by Gus and Lina Ocamposilva
 3. Sculpture: Liquid Sunshine by Michael Alfano
 4. Sculpture: Allura by Nathan Pierce
 5. Sculpture: Hill Climb by Jim Collins
- Council Member DeRito asked for the July 25, 2022 City Council minutes to be removed from the Consent Agenda.
 - ❖ Council Member Mitchell offered a motion to approve the Consent Agenda, consisting only of the Approval of Alpharetta's Outdoor Art Exhibit: MEDLEY.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).
 - ❖ Council Member Hipes offered a motion to approve the July 25, 2022 Council Meeting minutes.
 - Council Member Mitchell seconded the motion.
 - The motion was approved (6-0-1; with Council Member DeRito in abstention since he was not present during the July 25, 2022 City Council meeting).

VI. PUBLIC HEARING

A. Z-22-08 / V-22-12 / South of Wills Park

Consideration of a rezoning and variance to allow for 55 'For-Sale' townhome units on 5.5 acres in the Downtown Overlay. A rezoning is requested from C-1 (Neighborhood

Commercial) and L-I (Light-Industrial) to DT-MU (Downtown Mixed-Use) and variances are requested to allow townhomes to be accessed from a street and not an alley, reduce driveway length, reduce undisturbed buffers and allow encroachments on undisturbed buffers, reduce subdivision monument sign setback, reduce landscape strips, and allow the subdivision to be gated. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 645, 1st District, 2nd Section, Fulton County, Georgia.

- ❖ Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- ❖ This item was considered at the 6/9/2022 Planning Commission meeting. Staff recommended approval subject to 24 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (6-0). After the Planning Commission meeting, the applicant updated the site plan and removed the variance request to allow up to 17 townhome units to have driveways less than the minimum eighteen-foot (18') length.
- ❖ Staff is recommending that Mayor and Council approve Z-22-08/V-22-12 South of Wills Park, subject to the following conditions:
 1. Architecture and materials shall be developed substantially similar to the submitted renderings, dated 5/5/22, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details.
 2. Density shall not exceed 9.93 dwelling units per acre.
 3. Building heights shall not exceed 4 stories and 50'.
 4. Townhomes shall have direct vehicular access from a street or alley, as depicted on the site plan prepared by Pond, dated 7/13/22.
 5. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 6. Developer shall improve the Wills Road streetscape as follows: minimum 6' planter planted with street trees, 6' sidewalk, and decorative pedestrian lighting, with final approval by Staff and City of Roswell. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 7. Streets and alleys shall be developed as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
 8. Landscape strips shall be required as depicted on the site plan prepared by Pond, dated 7/13/22, not including alleys. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
 9. Landscape strips along South Main Street and Wills Road shall be planted with shade trees as a continuation of what has been planted or designed in the

Downtown and outside of utility easements and overhead utilities, as approved by Staff. Subdivision decorative fencing and columns may be placed within the landscape strip along South Main Street, as approved by Staff.

10. Developer shall provide an enhanced pedestrian crossing at South Main Street and Wills Road, which shall include color pavement markings and signage, as approved by GDOT and Staff. Enhanced pedestrian crossing shall be eligible for impact fee credits, as approved by Staff.
11. Undisturbed buffers, replanted where sparse, shall be provided as depicted on the site plan prepared by Pond, dated 7/13/22. Evergreen trees and shrubs shall be planted along the south and east property lines and along the property line north of Units 6-13, as approved by Staff.
12. Property owner acknowledges that redevelopment of the properties to the north, east and south with non-residential uses shall not require a buffer adjacent to the subject property.
13. Project entrance may be gated and shall include a decorative paver apron, landscaping, brick wall and fencing with columns substantially similar to the submitted renderings, dated 5/5/22.
14. Subdivision sign shall be substantially similar to the submitted renderings, dated 5/5/22, and shall have a 0' setback along Wills Road, as approved by Staff.
15. Open space shall be developed substantially similar to the site plan prepared by Pond, dated 7/13/22, except that the optional bicycle path in the civic space shall be removed and stairs shall accommodate a bicycle wheel path, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
16. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
17. Developer shall save trees as depicted on the site plan prepared by Pond, dated 7/13/22. Tree saves shall be limited to trees in fair to good condition and with CRZ impacts of no more than 30% which may be subject to tree care, as approved by Staff. Developer shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
18. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
19. HVAC and similar equipment shall not be visible from the public right-of-way.
20. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
21. Stormwater may be placed underground within the private street as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. Maintenance responsibilities shall also be included in the

recorded covenants with all costs to be borne by the HOA and homeowners of the development.

22. Garbage pickup shall be from within the development.

23. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- The submitted request, if approved, would allow for the construction of 55 'For-Sale' townhomes on 5.54 acres in the Downtown. The proposed density is 9.93 dwelling units per acre. The applicant proposes a rezoning from C-1 (Neighborhood Commercial) and LI (Light Industrial) to DT-MU (Downtown Mixed-Use) and variances are requested to allow up to fifteen (15) townhome units to be front loaded, allow encroachments into the undisturbed buffers, allow a 0' setback for a subdivision sign, and reduce landscape strips along new private streets. The subject property is located at 0 State Highway near the southeast corner of Highway 9 (South Main Street) and Wills Road.
- The undeveloped property is wooded. Surrounding properties are zoned C-1 and DT-MU to the north, and C-2 (General Commercial) to the west and east. Xavier and Sons Auto Body & Paint is located to the north and west, City of Roswell to the west, Public Storage to the east, Georgia Power (City of Roswell) to the south and Atlanta Saddlery, Autobrite Car Wash and The Porch on South Main are located to the north. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed townhomes and density.
- The property is situated between three (3) commercial properties, has multiple road frontages and has significant topography. In addition, the Wills Road right-of-way is setback approximately 60' from the existing curb line of the road.
- The submitted site plan depicts 55, three (3) and four (4) story 'For-Sale' townhomes with gated access from a new driveway off Wills Road.
- Five (5) townhome units will be 24' wide and the remaining units will be 26' wide. Townhomes are setback approximately twenty feet (20') on Wills Road and approximately 60' on South Main Street. A minimum ten-foot (10') setback is provided along private streets. Minimum building setbacks meet or exceed the DT-MU development standards.
- Each townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. 24 on-street, guest parking spaces are provided within the development. The Downtown Code requires 138 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 244 parking spaces are provided on the site plan.
- The site plan depicts 1.19 acres, or 21.5% of open space within the proposed development. Amenity space is proposed to include a clubhouse and pool near the entrance to the development and a central green with sidewalks. Civic space is depicted along South Main Street and includes an optional bicycle path, bicycle rack and stairs. The DT-MU district requires a minimum 10% amenity space and 10% civic space.
- Twelve (12) trees are depicted to be saved on the site plan, of which all are hardwoods.

- A site plan depicts an underground stormwater management facility under an amenity space and private street, as well as a bioswale in the southeast corner of the site. The underground stormwater system located in the street would not obstruct access to townhomes as there are no driveways on that street section and there are alternative routes of access within the development.
- The applicant submitted renderings depicting the townhomes along Wills Road and South Main Street. The submitted renderings depict three (3) and four (4) story townhome buildings with rooftop decks designed in the Federal and Greek Revival styles. Units will range in size from approximately 2,600 to 4,000 square feet and will be three (3) and four (4) bedrooms. Façade materials will combine brick, stone, and stucco. The applicant's letter of intent indicates that price points will be between \$850,000 to \$1,000,000.
- The applicant provided a trip generation report, which estimates that the proposed 55 townhome units would generate 24 AM Peak Hour trips and 29 PM Peak Hour trips.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- CZIM was held on May 11, 2022. There were public comments with concerns over traffic, guest parking, GDOT project impacts, and safety issues with pedestrians crossing at South Main Street over to Wills Park.
- Kathy Zickert (Attorney with Smith, Gambrell, & Russell) came forward to speak on behalf of the applicant.
 - Ms. Zickert shared that the applicant was amenable to all conditions except for Condition # 7 regarding the Impact Fee Credits for improvements along Will Road.

City Council Discussion:

- Council Member Mitchell shared that he would like to know additional information about the exterior finishes (stone, brick, stucco) and the access points of the underground stormwater system.
 - Ms. Zickert shared that the stormwater system has not yet been designed, and in terms of architecture, the exterior sides are brick, and stucco will be used as an accent material.
- Mayor Pro Tem Merkel asked if the City is authorized to give impact fee credits for land that is actually in Roswell, if a private development agreement was created between the City and the Developer.
 - Director Cook shared that this was discussed with the City Attorney, and there is an option for impact fees to be provided to a developer through a private development agreement.
 - City Attorney, Molly Esswein, shared that the area of Wills Road that would be improved by the developer is not on the Capital Improvement Element project

list (since the land is not in the City of Alpharetta) and would not be automatically eligible for impact fee credits. However, impact fees for this item do not need to be discussed as a condition, because by the Code, the developer may seek impact fee credits through the Community Development department's impact fee coordinator, which would later come before City Council for approval. Condition #7 can remain as was originally proposed by Staff. The Developer can come back before City Council to justify the need for an impact fee credit, rather than guaranteeing any impact fee credit eligibility as a zoning condition.

- Kathy Zickert (for the applicant) based on City Attorney Esswein's justification, shared that the applicant no longer objects to Condition #7.

Public Comments:

- There were no public comments.
 - Mayor Pro Tem Merkel offered a motion to approve Z-22-08/V-22-12 South of Wills Park, subject to the following conditions:
 1. Approximately 5.5 acres shall be zoned DT-MU and developed substantially similar to site plan prepared by Pond, dated 7/13/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings, dated 5/5/22, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details.
 3. Density shall not exceed 9.93 dwelling units per acre.
 4. Building heights shall not exceed 4 stories and 50'.
 5. Townhomes shall have direct vehicular access from a street or alley, as depicted on the site plan prepared by Pond, dated 7/13/22.
 6. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 7. Developer shall improve the Wills Road streetscape as follows: minimum 6' planter planted with street trees, 6' sidewalk, and decorative pedestrian lighting, with final approval by Staff and City of Roswell. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Impact fee credits shall be considered as part of a private development agreement.
 8. Streets and alleys shall be developed as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.

9. Landscape strips shall be required as depicted on the site plan prepared by Pond, dated 7/13/22, not including alleys. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
10. Landscape strips along South Main Street and Wills Road shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff. Subdivision decorative fencing and columns may be placed within the landscape strip along South Main Street, as approved by Staff.
11. Developer shall provide an enhanced pedestrian crossing at South Main Street and Wills Road, which shall include color pavement markings and signage, as approved by GDOT and Staff. Enhanced pedestrian crossing shall be eligible for impact fee credits, as approved by Staff.
12. Undisturbed buffers, replanted where sparse, shall be provided as depicted on the site plan prepared by Pond, dated 7/13/22. Evergreen trees and shrubs shall be planted along the south and east property lines and along the property line north of Units 6-13, as approved by Staff.
13. Property owner acknowledges that redevelopment of the properties to the north, east and south with non-residential uses shall not require a buffer adjacent to the subject property.
14. Project entrance may be gated and shall include a decorative paver apron, landscaping, brick wall and fencing with columns substantially similar to the submitted renderings, dated 5/5/22.
15. Subdivision sign shall be substantially similar to the submitted renderings, dated 5/5/22, and shall have a 0' setback along Wills Road, as approved by Staff.
16. Open space shall be developed substantially similar to the site plan prepared by Pond, dated 7/13/22, except that the optional bicycle path in the civic space shall be removed and stairs shall accommodate a bicycle wheel path, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
17. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
18. Developer shall save trees as depicted on the site plan prepared by Pond, dated 7/13/22. Tree saves shall be limited to trees in fair to good condition and with CRZ impacts of no more than 30% which may be subject to tree care, as approved by Staff. Developer shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
19. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.

20. HVAC and similar equipment shall not be visible from the public right-of-way.
21. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
22. Stormwater may be placed underground within the private street as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. Maintenance responsibilities shall also be included in the recorded covenants with all costs to be borne by the HOA and homeowners of the development.
23. Garbage pickup shall be from within the development.
24. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- Council Member Mitchell offered a friendly amendment to the motion to add the following language to Condition #24: Developer must add permanent access to underground detention in more than one (1) access point.
 - Mayor Pro Tem Merkel accepted the friendly amendment.
 - Council Member Mitchell seconded the motion.
 - Council Member Hipes offered a friendly amendment to the motion to change the language in Condition #7 from "shall be considered" to "may be considered."
 - Mayor Pro Tem Merkel accepts the friendly amendment.
 - Council Member Mitchell accepts the friendly amendment.
 - The motion was approved unanimously (7-0).
 - There was the following discussion during the motion:
 - Council Member Binder asked City Attorney Esswein whether or not the additional language in Condition #7 is accurate for what the Mayor and Council are wanting to accomplish.
 - City Attorney Esswein shared that Section 24-48 of the Code states that nothing in this article prohibits the voluntary mutual approval of private contractual agreements concerning the construction or installation of system improvements and providing credits for reimbursement.

B. CU-22-05 / Off Leash / 142 South Main Street

Consideration of a conditional use to allow 'Recreational Facilities, Indoor and Outdoor' for Off Leash. Off Leash is a full-service restaurant and indoor and outdoor dog park. The property is located at 142 South Main Street and 125 Norcross Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

- ❖ Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- ❖ This item was considered at the 7/14/2022 Planning Commission meeting. Staff recommended approval subject to 16 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's changes to conditions #1 and 8 (5-0).
- ❖ Staff is recommending that Mayor and Council approve CU-22-05 / Off Leash / 142 South Main Street, subject to the following conditions:
 1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and 0.73-acre outdoor dog park.
 2. Conditional use approval shall be limited to Off Leash; no additional 'Recreational Facilities, Indoor and Outdoor' use or subleasing shall be permitted on the subject property.
 3. 'Recreational Facilities, Indoor and Outdoor' shall be limited to an indoor and outdoor dog park with restaurant.
 4. Hours of operation shall be limited to Sunday – Thursday 8:00 AM to 9:00 PM and Friday – Saturday 8:00 AM to 10:00 PM.
 5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 6/14/2022.
 6. Building architecture and materials shall be developed in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. Building shall be 75% brick, as determined by the DRB.
 7. Outdoor furniture (dining area and dog park) and play equipment with primary or bright colors shall be screened from the public right-of-way and shall require final approval by DRB.
 8. Corner of South Main Street and Old Milton Parkway currently includes a 2,500 square foot open space with focal point feature archway and minimal landscaping. Applicant shall remove the existing archway and install a new focal point feature/sculpture, with final approval by the Cultural Arts Commission. The budget for the focal point feature/sculpture shall not exceed \$15,000. Applicant shall also install decorative landscaping in the open space. Property owner shall be responsible to maintain the corner open space and all improvements.
 9. Landscape strip material shall be planted in front of any proposed fencing. Fencing visible from the public right-of-way shall be decorative black, metal fencing no more than 5' in height, with final approval by DRB.
 10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.
 11. Developer shall improve Norcross Street streetscape with a minimum 4' planter planted with street trees, minimum 5' sidewalk and decorative pedestrian lighting, as approved by Staff.

12. Project entrance on South Main Street shall be landscaped with ornamental plantings, as approved by DRB.
 13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 6/24/2022.
 14. Dumpster enclosure shall consist of materials similar to those used on the building and gate shall be metal and opaque, as approved by DRB.
 15. Buildings shall connect to the public sidewalk system.
 16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy.
- The submitted request, if approved, would allow for the redevelopment of the former Rite Aid site with a 'Recreational Facilities, Indoor and Outdoor' and 'Restaurant' for Off Leash on approximately 2.3 acres in the Downtown Overlay. A conditional use is requested to allow 'Recreational Facilities, Indoor and Outdoor'. Off Leash is a new concept which includes a one (1) story, 5,400 square foot restaurant, 3,000 square foot covered dog area and approximately 0.73-acre outdoor dog park. The subject property is located at 142 South Main Street and 125 Norcross Street at the southeast corner of Old Milton Parkway and South Main Street.
 - The property was previously developed and used for an 11,500 square foot Rite Aid pharmacy, which has been vacant for a few years. Current zoning of the property is C-2 (General Commercial), which allows 'Restaurant' by-right and 'Recreational Facilities, Indoor and Outdoor' with the approval of a conditional use. Surrounding properties are zoned C-2. Taco Bell and Salt Factory are located to the north, Publix, Chase Bank and a gas station are located to the east, Park Plaza office building and Mammoth Car Wash are located to the south and Crust is located to the west.
 - According to the applicant, Off Leash is a state-of-the-art dog park facility and restaurant featuring outdoor and indoor spaces for patrons and their dogs. The dog park will operate on a membership model with guest and day passes available. Hours of operation are proposed to be Sunday – Thursday from 8:00 AM to 9:00 PM and Friday – Saturday from 8:00 AM to 10:00 PM. In addition to restaurant employees, the dog park will include park rangers (screen guests and supervise dog play), experience coordinator (plan and activate experiences throughout the park) and grounds keeper (maintain cleanliness). The applicant anticipates eight (8) to twelve (12) employees.
 - 27 surface parking spaces are depicted at the rear of the building and five (5) on-street, parallel parking spaces are depicted on Norcross Street for a total of 32 spaces. The Unified Development Code (UDC) requires one (1) parking space per 500 square feet for the applicant's proposed use, or 22 spaces. According to a note on the site plan, redevelopment of the property will result in a loss of approximately 14,700 square feet of impervious area. The applicant provided a landscape plan, which depicts a mix of evergreen (Cedars) and deciduous (Maple) trees in the landscape strips along Old Milton Parkway and South Main Street. Evergreen trees are typically reserved for buffers (not in landscape strips); however, the applicant is attempting to screen the outdoor areas from the public right-of-way.

- The applicant submitted a trip generation memorandum (see table below), which estimates that the proposed restaurant with dog park will generate approximately six (6) AM Peak Hour trips and 78 PM Peak Hour trips.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The CZIM was held on May 11, 2022. There were a few public comments with questions and concerns over whether the business will have an alcohol license, safety for dogs given the busy intersection, and proximity to Fetch Dog Park on Maxwell Road.
- Julie Sellers (Attorney with Dillard & Sellers Attorneys at Law) came forward to speak on behalf of the applicant.
- Wendy Newman (with Cooper Holdings, Inc.) came forward to speak on behalf of the applicant.

City Council Discussion:

- Council Member Hipes shared that he is concerned with the safety of dogs at one of the busiest intersections in the City of Alpharetta. Further, he asked (in terms of Condition #9) whether a five (5) foot fence is a sufficient height for dogs within a dog park.
 - Manager Woodman shared that the part of Condition #9 that limits the fence to no more than five (5) feet in height was added by the Planning Commission. Further, Manager Woodman shared that he visited the City's Waggy World Dog Park, and the fencing there is a horse-style fence that is about five (5) feet tall. Additionally, Fetch Dog Park in Alpharetta has six (6) and eight (8) foot wooden privacy fencing around the perimeter, but only a four (4) foot fence between the parking lot and sports courts. Staff wanted to specify what the fencing would look like and the height size, in terms of visibility from Old Milton Parkway. The applicant did agree to Condition #9 at Planning Commission.
 - Wendy Newman shared that there is no magic number for the fence height, and most fences for dog parks are between five (5) and eight (8) feet tall.
- Mayor Gilvin asked about Condition #8 and the \$15,000 limit for the sculpture at the corner of Old Milton Parkway and South Main Street.
 - Manager Woodman shared that this condition was one of the applicant's requested condition changes and Planning Commission agreed to this condition. Since the applicant is paying for this public art feature, the applicant wanted to have some sort of cost limitation in place.
- Council Member Will shared that he is interested to know if this establishment will sell alcohol and asked the applicant about the number of dogs that will visit the dog park.
 - Wendy Newman says that their membership is only one part of their revenue model, and she hopes to have 1,000 memberships in the first year of business.

Off Leash will have technology to determine who is at the park at any moment, and they will also have a full alcohol license.

- Council Member Mitchell asked about the aesthetics of the exterior of the facility.
 - Wendy Newman shared that this location is the flagship location for Off Leash. She also shared that they can change the exterior of the location with what fits in with the style of Downtown Alpharetta (with cost limitations) and would be amenable to working with the Design Review Board.
- Council Member DeRito asked if dogs will be allowed in the restaurant.
 - Wendy Newman shared that dogs will not be allowed inside. There are three (3) activations at Off Leash. Guests can be in the dog park playing with their dog, sitting on the covered patio with their dog on a leash, or sitting inside the restaurant. Further, a membership is not required to visit. A membership is only required if you are going to bring your dog into the dog park area. Day passes are also available in lieu of a membership.
- Council Member DeRito asked the applicant why they believe this is a great location for this type of use.
 - Julie Sellers shared that the access to this area is not great, and the space has been undeveloped for some time. Bringing a park setting to the downtown core compliments the remainder of the downtown area.
- Mayor Gilvin asked if guests will be allowed to throw objects within the dog park while playing with their dog.
 - Julie Sellers shared that there not be toys or balls in the dog park.
- Council Member Mitchell asked about how Off Leash will handle aggressive dogs.
 - Wendy Newman shared that they have hired a company to train their staff on how to handle dogs, there will be a one-strike policy for poorly behaved dogs, they will have training videos on their website detailing how children should interact with dogs in the parks, they will require veterinarian records for each dog, and they have worked with an attorney who specializes in how to mitigate these types of situations on the front end when establishing this type of business.

Public Comments:

- Jessica Plette (11262 Musette Circle, Alpharetta, GA 30009) came forward to speak in opposition of this application.
 - Mayor Pro Tem Merkel offered a motion approve CU-22-05 / Off Leash / 142 South Main Street, subject to the following conditions:
 1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and 0.73-acre outdoor dog park.

2. Conditional use approval shall be limited to Off Leash; no additional 'Recreational Facilities, Indoor and Outdoor' use or subleasing shall be permitted on the subject property.
3. 'Recreational Facilities, Indoor and Outdoor' shall be limited to an indoor and outdoor dog park with restaurant.
4. Hours of operation shall be limited to Sunday – Thursday 8:00 AM to 9:00 PM and Friday – Saturday 8:00 AM to 10:00 PM.
5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 6/14/2022.
6. Building architecture and materials shall be developed in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. Building shall be 75% brick, as determined by the DRB.
7. Outdoor furniture (dining area and dog park) and play equipment with primary or bright colors shall be screened from the public right-of-way and shall require final approval by DRB.
8. Corner of South Main Street and Old Milton Parkway currently includes a 2,500 square foot open space with focal point feature archway and minimal landscaping. Applicant shall remove the existing archway and install a new focal point feature/sculpture, with final approval by the Cultural Arts Commission. The budget for the focal point feature/sculpture shall not exceed \$15,000. Applicant shall also install decorative landscaping in the open space. Property owner shall be responsible to maintain the corner open space and all improvements.
9. Landscape strip material shall be planted in front of any proposed fencing. Fencing visible from the public right-of-way shall be decorative black, metal fencing no more than 5' in height, with final approval by DRB.
10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.
11. Developer shall improve Norcross Street streetscape with a minimum 4' planter planted with street trees, minimum 5' sidewalk and decorative pedestrian lighting, as approved by Staff.
12. Project entrance on South Main Street shall be landscaped with ornamental plantings, as approved by DRB.
13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 6/24/2022.
14. Dumpster enclosure shall consist of materials similar to those used on the building and gate shall be metal and opaque, as approved by DRB.
15. Buildings shall connect to the public sidewalk system.
16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy.
 - o Council Member Binder seconded the motion.

- Council Member Hipes offered a friendly amendment to the motion to change the language in Condition #9 from "metal fencing no more than 5' in height, with final approval by DRB." to "metal fencing no more than 6' in height, completely screened, with final approval by DRB."
 - Mayor Pro Tem Merkel accepted the friendly amendment but struck the addition of the language "completely screened."
- The motion was approved (5-2, with Council Members Mitchell and Will in opposition).
 - There was discussion during the motion about the following:
 - Julie Sellers (for the applicant) shared that the small dog park is for dogs that are thirty (30) pounds or less. Further, the applicant would be amenable to changing Condition #9 to a six (6) foot fence.
 - Mayor Pro Tem Merkel shared that the fire marshall will determine the capacity for guests. if a dog were to get out of the fenced areas, ultimately, this business is responsible for whatever happens.
 - Council Member Will shared that he cannot support this application because he does not believe it is safe or aesthetically pleasing.
 - Council Member Mitchell shared that he cannot support a 6-foot fence on Old Milton Parkway.
 - Council Member DeRito shared that he originally struggled with this application because of the safety factors but believes that this will be a good use for the City.
 - Mayor Gilvin shared that there is no perfect way to make sure that a dog does not escape a fenced area. This application will remove asphalt and activate the green space.

C. PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay District

Consideration of adding a Building Height definition within Unified Development Code Section 1.4 Definitions. An overlay for residential development located within the Meadowbrook Hills, Milton Estates and Stone Gate Manor subdivisions will also be considered as an addition to the Unified Development Code that includes regulations regarding replanting, streetscape requirements, and front façade requirements. These properties are legally described as being located in Land Lots 1178, 1179, 1180, 1197, 1198, 1199, 1250, 1251 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

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

- This item was considered at the 7/14/2022 Planning Commission meeting. There were 3 public comments with concerns over tree removal and ensuring that the City hears the resident's concerns. After discussion, Planning Commission recommended approval (5-0).
- Staff is recommending approval of text amendments to Unified Development Code (UDC) Section 1.4 Definitions to amend the definition of 'Building Height' and creating a new section Appendix B: Residential Overlay District to add regulations specific to the Meadow Brook Hills, Milton Estates and Stone Gate Manor subdivisions as it relates to lot and building standards and tree preservation.
- City Staff was contacted in early 2022 by residents of the Meadow Brook Hills, Milton Estates and Stone Gate Manor neighborhoods regarding negative impacts from the redevelopment of homes in their neighborhoods.
- In response, Staff hosted two (2) meetings on January 26th and February 8th to listen to the resident's concerns which were primarily centered around stormwater, flooding, tree removal and incompatible development (building height, architecture, massing, etc.). Staff prepared regulations addressing these concerns and presented them at a meeting on May 17th.
- After the public comment period, the regulations were further revised. The resulting text amendments include a new definition for 'Building Height', as well as Residential Overlay District regulations addressing lot and building standards (design standards, stormwater design requirements, land disturbance) and tree preservation.
- The proposed text amendments are attached hereto as "Exhibit A."

City Council Discussion:

- Council Member DeRito asked what impact these text amendments have on stormwater management for the City.
 - Director Cook shared that we did not previously require infiltration testing, so we have added additional requirements for new developments. This was added after the neighborhood meetings that took place earlier this year.
- Council Member DeRito asked if these amendments affect the property values?
 - Director Cook shared that staff believes that it enhances property values in that area because it is putting together what the streetscape would look like and protecting the streetscape.
- Mayor Pro Tem Merkel shared that only one developer in seven years has come forward and asked for a variance to the 20-foot driveway setback.

Public Comments:

- Michael Buchanan (135 Pebble Trail, Alpharetta, GA 30009) came forward to speak on creating additional protections for tree canopy and limiting clear-cutting of trees.
- Kenneth Kaplan (150 Pebble Trail, Alpharetta, GA 30009) came forward to speak on examples of trees that have been cut down in his neighborhood.
- John Norton (155 Shady Grove Lane, Alpharetta, GA 30009)

- Elaine Morgan (245 Meadow Drive, Alpharetta, GA 30009) came forward to speak on the elevation of lots adjacent to her property and drainage/runoff.
- Derek Gant (100 Shady Grove Lane, Alpharetta, GA 30009) came forward to speak about the loss of shade in his neighborhood and the tree ordinance and development.
- Jayden Richey (120 Shady Grove Lane, Alpharetta, GA 30009) came forward to speak on the lack of replanting.
- Jennifer Sheppard (Pebble Trail, Alpharetta, GA 30009) came forward to speak on the change in the streetscape.
- City Attorney, Molly Esswein, read the ordinance aloud.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin called for a brief recess at 9:57 p.m.
- Mayor Gilvin reconvened the City Council meeting at 10:05 p.m.

VII. NEW BUSINESS

A. Alpha Loop, RFP 22-123

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award RFP 22-123 to Integrated Construction and Nobility, Inc. for the construction of the Alpha Loop Extension Project in an amount not to exceed \$14,031,710.66, allocate funds in the amount of \$100,000.00 for utility relocations, allocate funds in the amount of \$575,000.00 for right-of-way/easement acquisitions, and approve Atkins North America, Inc.'s proposal for construction management, engineering, and inspections services in an amount not to exceed of \$530,877.08, and authorize the Mayor to execute all necessary documents.
- (RFP) 22-123 is for the construction of the Alpha Loop from its current end south of Old Milton Parkway and the Chelsea Walk Subdivision to Northwinds Parkway and the portion of Alpha Loop running through the Northwinds Summit development.
- The project will add approximately 4,920 feet (0.93 miles) of trail including an approximately 360' long bridge, an approximately 144' long tunnel under Westside Parkway, and connections to The Atley Subdivision, Westside Parkway, and Northwinds Parkway.
- ICAN is an experienced contractor that has worked on several projects with similar elements in Georgia for multiple government agencies, including Cherokee County, Clayton County, City of Dunwoody, and City of Roswell. Additionally, ICAN was awarded one of two contracts with the City of Alpharetta for On Call Park Trail Construction Services on June 3, 2019 and successfully completed the Big Creek Greenway extension from

Marconi Drive to Union Hill Park in May 2021. ICAN anticipates being able to mobilize and begin construction in September 2022.

- Right-of-way/easement acquisition costs in an estimated amount totaling \$575,000.
- On January 18, 2022, Atkins North America, Inc. was awarded a contract to provide the City project management services, including construction management and construction inspection services. At staff's direction, Atkins prepared a proposal for providing construction project management, inspection, and engineering services for the Big Creek Greenway Extension project. The proposed fee for these services is \$530,877.08, which is based on an estimated number of hours to be worked over an 18-month time frame (15 months for construction, 3 months for project punch list and closeout).

Public Comments:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award RFP 22-123 to Integrated Construction and Nobility, Inc. for the construction of the Alpha Loop Extension Project in an amount not to exceed \$14,031,710.66, allocate funds in the amount of \$100,000.00 for utility relocations, allocate funds in the amount of \$575,000.00 for right-of-way/easement acquisitions, and approve Atkins North America, Inc.'s proposal for construction management, engineering, and inspections services in an amount not to exceed of \$530,877.08, and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

B. Public Works Fleet Replacement – Bucket Truck

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the purchase of a 2022 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$141,908.
- The Public Works Department budgeted for a bucket truck to replace a 2003 F-550 standard cab bucket truck. This truck is used to assist with facilities, right of way, and traffic related issues.
- Unit #350 (2003 model year F-550 standard cab bucket truck) with 73,265 miles is currently out of service due to safety issues. Multiple hydraulic air hoses have dry rotted and need replacement. The versalift equipment that is currently on this bucket truck is difficult to maintain (limited parts availability and few qualified service technicians). Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.
- Approximate delivery time for this unit is April 2024, due to the current market situation and availability of materials.

City Council Discussion:

- Mayor Pro Tem Merkel shared that Public Works may want to consider purchasing a pre-owned vehicle to get the City by until the new vehicle is ready in April 2024.
- Mayor Gilvin shared that Public Works may want to consider leasing and/or purchasing a newer model than 2022 if we cannot get the vehicle until 2024.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the purchase of a new Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$141,908.
 - Mayor Pro Tem Merkel seconded the motion.
 - Council Member Will offered a friendly amendment to include language that would also allow for an option of purchasing a used truck now instead of waiting until 2024.
 - Council Member DeRito did not accept the friendly amendment.
 - The motion was approved (6-1, with Council Member Will in opposition).

VIII. WORKSHOP ITEMS

A. Performance Permit in Downtown Pocket Parks

- Cultural Arts Commissioners, Melody Cookson and Michael Barsky, came forward to present this item.
- The Cultural Arts Commission is recommending a six-month beta program for a Performance Permit in Downtown Pocket Parks throughout the City.
- This program would also allow local students and emerging artists (cirque, painters, chalk artists – not just musicians) to display their work in the City. This program would make use of the existing pocket parks that are underutilized and create parameters for the quality and the performance times for people wanting to show their artistry in Alpharetta.
- This program would allow artists to perform in four (4) locations within City Parks (Fountain Park near Nest Café, Milton Avenue by the Hamilton Hotel, the Park with the big tree where Food Truck Alley takes place, and the Fountain by La Casa Italian). This program also establishes a vetting and permitting process, restricts the hours for performances by requiring artists to select a time slot on sign-up genius, ensures performance dates do not conflict with other special events, and eliminates panhandling by using venmo or digital payment platforms.

City Council Discussion:

- Council Member Hipes asked how this program would enhance or detriment the City of Alpharetta.

- The Commissioners shared that this will help utilize some of our smaller parks and gives new opportunities for local artists. The only downside to this program is if it were to fail, but if it did fail, it would be because we did not do a good job in promoting it.
- Mayor Pro Tem Merkel shared that he has concerns of who is going to inspect whether the artists performing are permitted because there is a shortage of downtown law enforcement officers.
- Council Member Binder shared that he has been impressed with Recreation and Parks events but suggested that if we do allow this program as a six-month beta program, someone associated with this program should come back to City Council with an update after the first three months.
- Council Member Mitchell thanked the Commission for their work on this and shared that he is supportive of this program.

IX. BOARDS & COMMISSIONS APPOINTMENTS

A. Recreation Commission – Nomination of Derek Kaighin by Mayor Pro Tem Merkel

- Mayor Pro Tem Merkel announced his nomination of Derek Kaighin to serve on the Recreation Commission.
- Mayor Gilvin accepted Mayor Pro Tem Merkel's nomination and appointed Derek Kaighin to serve on the Recreation Commission.

X. PUBLIC COMMENT

- There were no public comments.

XI. REPORTS

- There were no reports.

XII. RECESS TO EXECUTIVE SESSION

A. Executive Session

- ❖ Council Member Binder offered a motion to recess to executive session.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 10:40p.m.

XIII. RECONVENE CITY COUNCIL MEETING

- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin reconvened the meeting at 10:49 p.m.

XIV. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.

- The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 10:50 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lauren Shapiro". The signature is written in a cursive, flowing style.

Lauren Shapiro, City Clerk

EXHIBIT A

1.4.2 Defined terms.

~~Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.~~

~~Building Height. The vertical distance between the "ground" and the level of the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, For the purpose of measuring building height, the "ground" level is the highest of the following three levels: curb level; established or mean street grade if no curb exists; or the average existing ground level adjoining the building if the building is setback more than 10 feet from the street line.~~

APPENDIX B. RESIDENTIAL OVERLAY DISTRICT – MEADOWBROOK HILLS, MILTON ESTATES, AND STONE GATE MANOR

Purpose

The purpose of the Residential Overlay District is to establish criteria to regulate “new development” defined as construction on vacant, underutilized, or reused parcels of land generally served by utilities and surrounded by existing development, including single-family homes including additions as defined in this section under “new development”.

The intent of the Residential Overlay District is to:

1. Maintain streetscape character while accommodating new residential development.
2. Address and mitigate the impacts of new development on stormwater management and loss of tree canopy within established residential areas and provide tree save incentives.
3. Provide options for parking on lots under construction in order to limit roadway parking.

Applicability

The provisions of this article are intended to regulate development within single-family residential areas and shall apply to all parcels designated “Residential Overlay District” on the official zoning map currently restricted to Stonegate Manor, Meadowbrook and Milton Estates. All development, including construction of new homes and/or applicable additions to homes as defined by this overlay, shall be in accordance with the provisions of the zoning ordinance and land development regulations, as well as this article. In the event of a conflict or inconsistency between the provisions of this article and any other provision of the Unified Development Code, this article shall govern the development of the property within the boundaries of the overlay.

The overlay applies to all New Development that includes one or more of the following:

1. Any development on vacant or unused lots
2. Redevelopment of more than one-third (1/3) of the existing or preexisting building footprint
3. An addition or accessory dwelling exceeding the lesser of 600 square feet or 20% of existing building footprint

Lot and Building Standards

- A. *Design Standards for New Development, as defined on the previous page.*
 1. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.
 2. Architectural Variety. Proposed residences within an established neighborhood must incorporate architectural variety to their front facade, ensuring housing style diversity.

Duplicative front facade elevations adjacent to each other are prohibited. Simple reverse configurations of the same facade elevation on adjacent lots are not sufficient to meet this requirement. In order to ensure architectural variety, three or more design elements per infill residence must be utilized:

- a. Different window opening locations and designs;
- b. Different roof line configurations;
- c. Different entry/porch designs;
- d. Different exterior materials and finishes;
- e. Different garage location, configuration, and design.

B. Stormwater design requirements (Previously adopted March 2022)

- 1. Soils infiltration testing prior to issuing any development permit required to install an infiltration practice for all development that adds between 1,000 SF and 5,000 SF of new impervious area. The soils infiltration testing will include:
 - a. infiltration rates
 - b. depth to water table
 - c. depth to bedrock.
- 2. Certification that the green infrastructure measure was installed as designed at the end of construction shall be required as well as a maintenance covenant be recorded with the property records office for all future homeowners.
- 3. Development that adds or replaces 5,000 SF of more of impervious area shall complete:
 - a. a full stormwater management study
 - b. soil testing
 - c. measure certification
 - d. recording of a maintenance covenant.

C. Land Disturbance

- 1. Silt Fencing shall be permitted to be set back from the existing roadway by up to 20' from the edge of pavement for the purpose of creating a gravel area to assist with sub parking as well as material drop off. This area shall be maintained to avoid tracking into the roadways.

-
Tree Preservation

To maintain and promote the public health, safety, and welfare, the city has established city-wide regulations governing the conservation, planting, and replacement of trees. Trees contribute to the community's quality of life, improve the visual quality of the city, assist with rainwater interception and infiltration, and increase property values. These overlay guidelines will apply above and beyond the City's Land Development Ordinance to address the specific challenges and conditions of tree preservation within the overlay's boundaries and provide additional incentives for saving existing trees.

A. Deviations from Unified Development Code.

- 1. Minimum Tree Density. Within the overlay district boundaries, all 'For-Sale' residential lots shall maintain a minimum tree density as described in section 3.2.7 of the Tree Ordinance by making reasonable efforts to incorporate existing trees on the property, especially within

-
- the streetscape. (Reasonable efforts shall include, but not be limited to, alternate building design, building and driveway location, stormwater BMP locations).
2. Rear Landscape Strip. Within the overlay district boundaries, all 'For-Sale' residential lots shall include a 10' undisturbed or replanted landscape strip along the rear property line.
 - a. If property includes stream buffers, floodplain, or other zoning buffers, this rear buffer location and width maybe shifted, removed or altered as approved by the city Arborist to accommodate alternate layouts.
 3. Additional Tree Credits. The City Arborist may authorize additional tree credits for trees preserved with an approved alternate design.
 - a. Specimen trees may receive a density credit of three times the inches as long as the encroachment into the critical root zone is below 20%. Trees of Quality and Tree Groupings may reduce recompense plantings. The reduction shall be calculated considering two times the inches of the Trees of Quality or Tree Groupings that are preserved as long as the encroachment into the critical root zone is below 20%.
 4. Tree Replanting. Replanted trees shall be native and ecologically compatible with the local environment and uptake or intercept stormwater.
 - a. It is desirable to plant at least 20% medium or large evergreens as specified in the tree list in the Guidance Document to enhance the interception of rainfall year-round.
 - b. Trees selected for minimum tree density plantings shall be water loving species, such as Red maple, Weeping willow, Black gum, River Birch, Bald Cypress, American Sycamore, Atlantic White Cedar, Alder, Sweetbay Magnolia or similar as approved by the City Arborist.,
 - c. Streetscape/Landscape strip trees shall be planted in the front yard along the road frontage within the 10' landscape strip. Alternative designs and locations may be considered where existing utilities conflict with these requirements.
 - d. Spacing and number of trees shall be calculated based upon the average canopy spread of the species selected, as outlined in the Arborist Guidance document, in relation to the linear length of property road frontage.
 - e. When tree spacing exceeds 30' OC, at least one ornamental tree shall be incorporated into the design and planted in the front yard.
 - f. In order to create/maintain street character shade trees selected for the streetscape shall be overstory canopy trees of the Quercus (oak), Acer (maple), Ulmus (elm), and Platanus (sycamore) genus or as approved by the City Arborist.

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: Off Leash

Contact Name: Megan Maziar

Telephone: 404-683-0116

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

No comments received

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

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

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

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

Signature of Authorized Agent: Megan Maziar

Date: 3/6/23

Print Form

18

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

VRE ALPHARETTA LLC
1211 S WHITE CHAPEL RD
GRAPEVINE TX 76092

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

MAINSTREET PORTFOLIO LLC
13913 TREE LOFT RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-1932

CITY OF ALPHARETTA
2 SOUTH MAIN ST # 19
ALPHARETTA GA 30004

DAVID ANDES REVOCABLE TRUST THE ET AL
201 ALLEN RD SUITE 300
ATLANTA GA 30328

NEW MAMMOTH DETAIL SALON INC
2145 OLD MILTON PKWY
ALPHARETTA GA 30004

TAYLOR HAROLD T
2165 OLD MILTON PKWY
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

ZAINA PROPERTIES LLC
314 KENT VALLEY CIR
TUCKER GA 30084

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

ARIEL HOLDINGS II
FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

ALPHARETTA BK VENTURE LLC
6400 POWERS FERRY RD STE 100
ATLANTA GA 30339

BUR ROG INC
P O BOX 3165
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

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: Lonnie Cooper Ventures, LLC

Telephone: (770) 955-1300

Address: 150 Interstate North Parkway

Suite: _____

City Atlanta

State: GA

Zip: 30339

Fax: _____

Mobile Tel: _____

Email: wendy@cooperholdingscorp.com

Subject Property Information:

Address: 142 South Main St & 125 Norcross St

Current Zoning: C-2

District: 1

Section: 2

Land Lot: 695

Parcel ID: 12 258406951 & 12 258406951110

Proposed Zoning: C-2

Current Use: Vacant Building

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

Off Leash - Restaurant with indoor and outdoor dog park

Applicant's Request (Please itemize the proposal):

Reduce the waiting period for City Council consideration of a public hearing request on the same property from 12 to 6 months.

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

Approval of the waiting period variance will allow for City Council consideration of the applicant's request to change previous conditions of zoning related to Off Leash, which is a restaurant with indoor and outdoor dog park. City Council approved a conditional use on the subject property for Off Leash on August 1, 2022.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Jamey Rogers (Bur-Rog, Inc.)

Telephone: 404-787-1568

Address: P.O. Box 642

Suite:

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Lonnie Cooper Ventures, LLC

Telephone: (770) 955-1300

Address:

Suite:

City 150 Interstate North Parkway, Atlanta

State: GA

Zip: 30339

So Sworn and Attested:

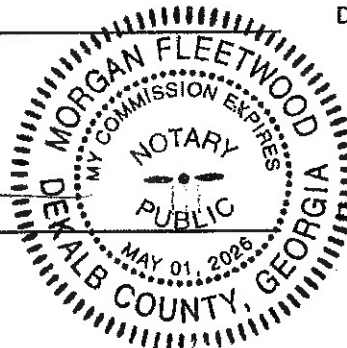
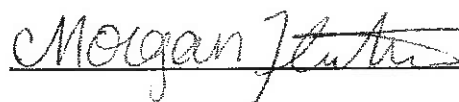
Owner Signature:



Date: 2/16/2023

Notary:

Notary Signature:



Date: 2/16/23

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: Lonnie Cooper Ventures, LLC

Subject Public Hearing Case: Off Leash - Waiting Period Variance

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: 0

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: Wendy Newman

Date: 2-16-23

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

N/A

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

N/A

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

N/A

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

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: Off Leash - Waiting Period Variance

Contact Name: Meg Maziar Telephone: (404) 683-0116

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

See Attached List

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

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

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

Applicant will provide contact information to the parties listed above, including e-mail and phone number. If there is sufficient interest, Applicant will host a separate community meeting.

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

VRE ALPHARETTA LLC
1211 S WHITE CHAPEL RD
GRAPEVINE TX 76092

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

MAINSTREET PORTFOLIO LLC
13913 TREE LOFT RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-1932

CITY OF ALPHARETTA
2 SOUTH MAIN ST # 19
ALPHARETTA GA 30004

DAVID ANDES REVOCABLE TRUST THE ET AL
201 ALLEN RD SUITE 300
ATLANTA GA 30328

NEW MAMMOTH DETAIL SALON INC
2145 OLD MILTON PKWY
ALPHARETTA GA 30004

TAYLOR HAROLD T
2165 OLD MILTON PKWY
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

ZAINA PROPERTIES LLC
314 KENT VALLEY CIR
TUCKER GA 30084

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

ARIEL HOLDINGS II
FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

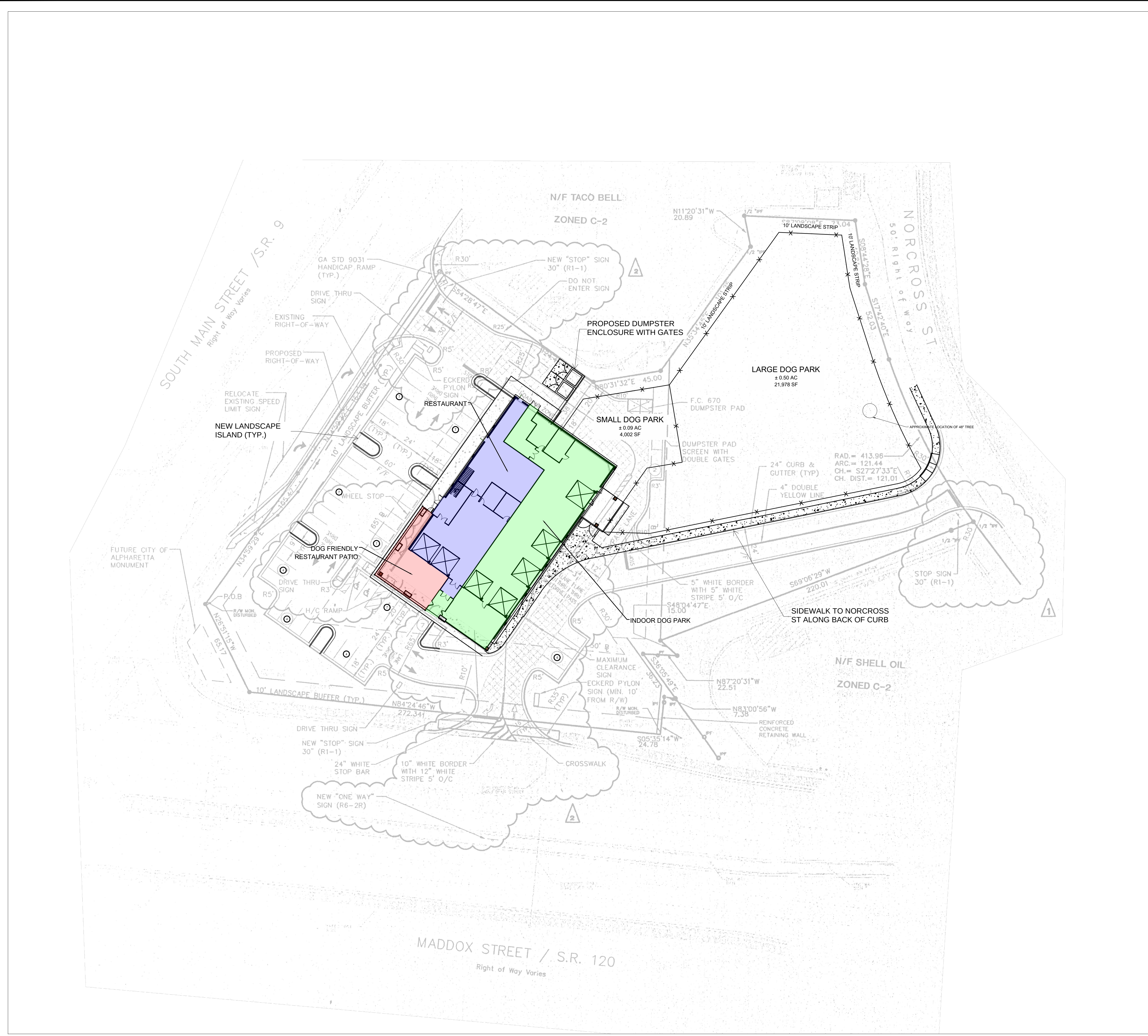
CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

ALPHARETTA BK VENTURE LLC
6400 POWERS FERRY RD STE 100
ATLANTA GA 30339

BUR ROG INC
P O BOX 3165
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009



SITE AREA	
SITE AREA:	2.22 ACRES (96,587 SF)
IMPERVIOUS AREA:	--- SF (---%)
PERVIOUS AREA:	--- SF (---%)
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF ALPHARETTA
ZONING:	C2 (DOWNTOWN OVERLAY)
ADJACENT ZONING:	C2 (DOWNTOWN OVERLAY)
BUILDING SETBACKS	
FRONT:	CONDITIONAL (BASED ON PREVAILING DEVELOPMENT PATTERNS)
SIDE:	CONDITIONAL (BASED ON PREVAILING DEVELOPMENT PATTERNS)
REAR:	10'
BUILDING SUMMARY	
BUILDING AREA:	12,517 S.F.
BUILDING COVERAGE:	12.9%
PARKING SUMMARY	
PARKING REQ.:	RESTAURANT: 1 SPACE/500 S.F. (MIN) 12 SPACES
	ASSEMBLY / INDOOR RECREATION : 1 SPACE/500 S.F. PLAYING AREA OR 1 SPACE / 200 SF PATRON USE 14 SPACES
PARKING PROV.:	4.56 SPACES/1,000 S.F. 51 SPACES
STANDARD STALL DIMENSIONS:	18' x 9'
MIN. DRIVE WIDTH:	24'

CONCEPT PLAN DISCLAIMER:

1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF THE LAND AND RECORDS INFORMATION. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
2. THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY. IT IS INTENDED TO PROVIDE A PRELIMINARY CONCEPTUAL DOCUMENTATION OF THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.
3. THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A CURRENT SURVEY, GEOTECHNICAL AND/OR ENVIRONMENTAL INVESTIGATION, JURISDICTIONAL DELINEATION OR ARBORIST REPORT. THE LOCATION OF ANY JURISDICTIONAL WATERS, WETLANDS, UNDERGROUND UTILITIES AND/OR SPECIMEN TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

GENERAL SITE NOTES:

- 1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
- 2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
- 3) FLOOD PLAIN IS NOT PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 131210059F, DATED SEPTEMBER 18, 2013.
- 4) 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.
- 5) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.
- 6) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
- 7) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

PREPARED IN THE OFFICE OF:

LECRAW
ENGINEERING

© 2022 LECRAW ENGINEERING, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100
FAX - 770.441.0298
WWW.LECRAWENGINEERING.COM
PEF005768

CLIENT

VICKERS DESIGN GROUP
41 PERIMETER CENTER EAST, SUITE 630, ATLANTA, GA 30346

PROJECT

OFF-LEASH - ALPHARETTA

142 S MAIN STREET
LAND LOT 0695
ALPHARETTA, GA 30004

SEAL:

PRELIMINARY 3/31/22

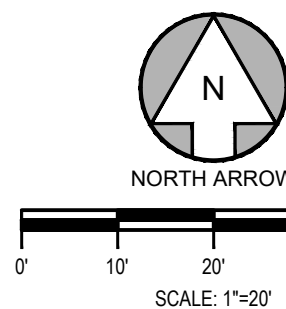
DESIGN TEAM:

DRAWN BY:	CMH
DESIGNED BY:	CMH
REVIEWED BY:	TKS



Know what's **below**.
Call before you dig

SCALE & NORTH ARROW



JOB #:	04801
DATE:	March 31, 202

CONCEPT SITE PLAN

CS-1

Letter of Intent and Impact Analysis

City of Alpharetta
Change to Conditions Application

Applicant:

Lonnie Cooper Ventures
150 Interstate North Parkway
Atlanta, GA 30339

Property:

142 South Main Street
125 Norcross Street
Alpharetta, GA 30009

Parcel ID Numbers:

12 258406951102
12 258406951110

I. Introduction

Applicant, Lonnie Cooper Ventures, is requesting a variance to reduce the waiting period for City Council to consider a public hearing request for the same property from 12 months to 6 months.

On August 1st, 2022, City Council issued a special use permit for Off Leash for the property located at 142 South Main Street and 125 Norcross Street. However, conditions of zoning tied the approval to a site plan that depicted redevelopment of the property with the current building on the property being removed, a new building being erected, and a dog park being added.

Unfortunately, recent below-grade site investigations have determined that the soils on the site are unsuitable for new construction without significant modification, and the extent of modifications that would be necessary to support new construction are cost-prohibitive. Additionally, the below-grade investigations found that the water table is too high to support a supplementary, below-grade, storm water detention system, further making new construction infeasible, in this case. Given these constraints, the business would like to appear again in front of City Council to change previous conditions of zoning to allow for the re-use of the existing building on the property rather than a redevelopment of the property.

II. Impact Analysis

The Applicant satisfies all the criteria for a Conditional Use Permit as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.2.3(B) and 2.2(a) to allow for an outdoor recreational facility.

Section 4.2.3(B)—Conditional Use Standards

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

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

Vehicular access into and out of the Property will utilize existing curb cuts. Off Leash anticipates guests will walk from residential communities in the Downtown core. The sidewalks will provide pedestrian access to the dog park area.

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

Refuse areas, loading and service areas are provided on site for Off Leash. Additionally, adequate parking has been provided on site with 51 spaces for the dog park and restaurant.

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

The dog park use will not have a negative impact on the surrounding neighborhood. In fact, Off Leash will be a benefit to the surrounding area by transforming an underutilized vacant building into a new restaurant and outdoor amenity for Alpharetta residents and guests.

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

Neither local nor state expenditures will be increased beyond current projections in order to maintain and service Off Leash. The proposed restaurant and dog park are consistent with the development patterns in the surrounding downtown area.

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

Off Leash will not impede normal development in the surrounding area. Applicant's proposal is consistent with the surrounding mixture of development and land uses recommended in Horizon 2040. The addition of Off Leash will complement the surrounding commercial, residential and civic uses and support the development of locally owned, unique dining and entertainment opportunities.

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

The development of Off Leash is consistent with a desirable pattern of development for the city and fulfills several Horizon 2040 policies. Off Leash helps maintain a highly viable, growing and attractive downtown and promotes infill of vacant retail space with a compatible use and amenity that will enhance the synergy within the downtown area. Additionally, Off Leash will enhance the quality of life for residents by adding a new park in the City.

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

Off Leash is a unique concept. There are no other restaurant-dog park concepts in the downtown area. Off Leash is consistent with the desired pattern of repurposing vacant buildings and pedestrian-oriented growth demonstrated in Horizon 2040 and the Downtown Master Plan.

Section 2.2(a)—Conditional Use Review Criteria

When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

1) Site design.

Off Leash will redesign an existing, vacant building into a vibrant restaurant and outdoor dog park. The building will be renovated inside and out to reflect the downtown design requirements and high aesthetic standards. By creating a dog park, the site design further supports the goal of Alpharetta to encourage safe green space and park areas for residents and guests.

2) Property access.

Off Leash has been designed to provide adequate vehicular and pedestrian access and connectivity to the Property.

3) Hours of operation of the business.

Off Leash will operate Sunday – Thursday 8 a.m. until 9 p.m. and open until 10 p.m. on Friday and Saturday.

4) Vehicular trips generated by the use.

Off Leash anticipates many members and guest will be pedestrians. The trip generation report enclosed summarizes the PM peak trips as 26.

5) Impact of the use on surrounding properties.

The proposed dog park use is compatible with surrounding properties and is a complementary component to the mixture of uses in downtown. Off Leash promotes a unique restaurant concept and provides additional outdoor greenspace in downtown.

6) Impact of the use on the natural features of the site.

Off Leash will have no negative impacts on the natural features of the site.

7) Separation from similar uses and conflicting uses.

There are no uses in the area that would conflict with Off Leash.

III. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City approve the foregoing requests as submitted. The Applicant's required constitutional and ante litem notice is attached hereto at Exhibit "A".

If there are any questions about these requests, please feel free to contact me at 404-683-0116 or meg@lcoopventures.com. Thank you.

Sincerely,
Lonnie Cooper Ventures

A handwritten signature in cursive script that reads "Meg Maziar".

Meg Maziar
Director of Marketing, Lonnie Cooper Ventures

To find the point of beginning, commence at a point formed by the intersection of the northerly right of way of Maddox Street (having a variable right of way, and the easterly right of way of South Main Street (having a variable right of way) if the right of ways were extended to form a point;

THENCE from said point North 34 degrees 59 minutes 34 seconds East for a distance of 63.14 to a point, and The Point of Beginning.

THENCE from said Point of Beginning and continuing along said easterly right of way of South Main Street for the following coils and distances North 34 degrees 59 minutes 34 seconds East for a distance of 105.47 feet to a point;
THENCE North 34 degrees 59 minutes 32 seconds East for

THENCE leaving the easterly said right of way of South Main Street South 54 degrees 28 minutes 47 seconds East for a distance of 124.41 feet to a point;

THENCE North 35 degrees 34 minutes 45 seconds East for distance of 101.25 feet to a iron pin found;

THENCE South 87 degrees 33 minutes 50 seconds East for distance of 73.04 feet to a point; on the westerly right of way of Niagara Street (being a 50' right of way)

THENCE along said westerly right of way of Norcross Street for the following calls and distances South 08 degrees 44 minute 28 seconds East for a distance of 42.84 feet to a point; THENCE South 17 degrees 42 minutes 40 seconds East for

THENCE along a curve to the left having a radius of 413.9 feet and an arc length of 121.44 feet, being subtended by a chord of South 27 degrees 27 minutes 33 seconds East for a distance

THENCE leaving said right of way of Norcross Street South 69 degrees 06 minutes 29 seconds West for a distance of 220.01 feet to a point;

THENCE North 87 degrees 20 minutes 31 seconds West for distance of 22.51 feet to a point;

THENCE North 83 degrees 00 minutes 56 seconds West for distance of 7.38 feet to a point;

THENCE along the northerly right of way of said Maddox Street;

THENCE North 26 degrees 51 minutes 15 seconds West for distance of 65.17 feet to a point, and The Point of Beginning.

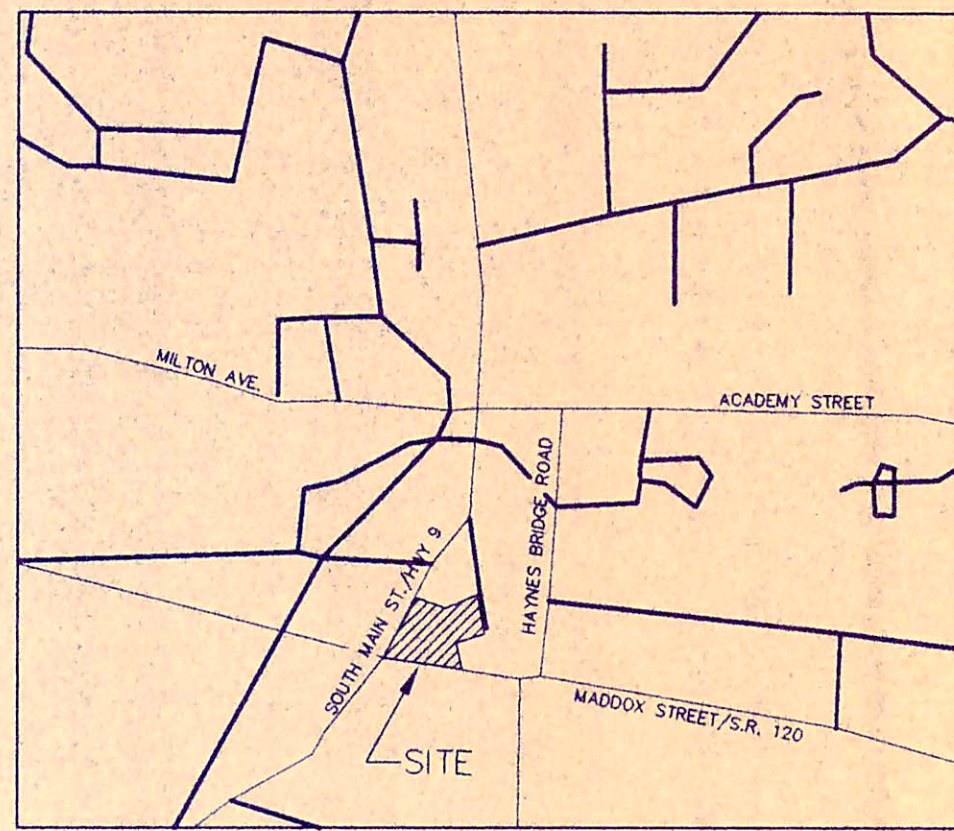
Sold property contains 2.2666 acres more or less.

1. QUILTAM DEED
RECORDED IN DB 18450 PG. 249
MULTI-TOWN COUNTY RECORDS
2. RIGHT OF WAY EASEMENT
RECORDED IN DB 1457 PG. 208
AFORSAID RECORDS
(APPARENTLY NO LONGER AFFECTS SUBJECT PROPERTY)
3. EASEMENT RECORDED IN DB. 1714 PG. 397
AFORSAID RECORDS
(AFFECTS SUBJECT PROPERTY AS SHOWN)
4. RIGHT OF WAY DEED
RECORDED IN DB 1884 PG. 08
AFORSAID RECORDS
(APPARENTLY NO LONGER AFFECTS SUBJECT PROPERTY)
5. DEPARTMENT OF TRANSPORTATION DEEDS
RECORDED IN DB. 18400 PG. 274, DB. 18400 PG. 278
DB. 18400 PG. 283
(AFFECTS SUBJECT PROPERTY AS SHOWN)

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT
IN 16123 FEET AND AN ANGULAR ERROR OF 5.3" PER ANGLE, AND WAS ADJUSTED
USING THE COMPASS RULE ADJUSTMENT.
2. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED
BY FIELD SURVEY USING A SOKKIA SET 3100 TOTAL STATION.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE
WITHIN ONE FOOT IN 1,500 FEET.
4. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD PLANE AREA AS SHOWN
ON CITY OF ALPHARETTA, GEORGIA F.E.M.A. FLOOD INSURANCE RATE MAP,
COMMUNITY PANEL NUMBER 130084 0001 B, EFFECTIVE FEB. 15, 1978.
5. THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED FIELD ANGLES BASED ON A
MAGNETIC BEARING.
6. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY
AN ASSUMED FIELD EVIDENCE. THERE IS NO CERTAINTY OF THE ACCURACY OF
THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE
USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE
ENTERED. THE OWNER, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL
HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR
THE ACCURACY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED
HEREON.
7. CONTOURS ARE SHOWN AT 2 FOOT INTERVALS
8. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON OCT. 04, 1997
9. ELEVATIONS ARE BASED ON FULTON COUNTY DEPARTMENT OF PUBLIC
WORKS MONUMENT # 420
ELEVATION OF MONUMENT # 420 (1121.868)
10. ZONING REQUIREMENTS:

ZONING: C2
EXISTING SETBACKS:
FRONT: CONDITIONAL
(APPROVED THROUGH SITE PLANS)
SIDE : 10'
REAR: 10'

1. THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS AS SHOWN, AND ANY RIGHTS-OF-WAY AND EASEMENTS NOT SHOWN, RECORDED AND UNRECORDED.
2. THE RECORD OWNER OF THE RECORD PROPERTY AS OF THE DATE OF THIS SURVEY IS
BURR ROG, INC.
3. SUBJECT PROPERTY HAS ACCESS TO THE PREVIOUSLY DEDICATED RIGHT-OF-WAY OF
SOUTH MAIN STREET (AKA HWY 9) & NORCROSS ST.
4. TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE
COMPANY, TITLE COMMITMENT NUMBER, 1308, DATED OCT. 07, 1997, RECEIVED FROM
ALTMAN, JAMES & ASSOCIATES, INC., CHICAGO, ILL. ON 03.19.1997.
5. NO RECORD DESCRIPTION OF ADJOINING PROPERTIES HAVE BEEN PROVIDED BY THE
CLIENT AS OF THE DATE OF SURVEY.



STORM DRAIN LINE
SANITARY SEWER LINE
UNKNOWN MANHOLE
STORM DRAIN MANHOLE
SANITARY SEWER MANHOLE
TELEPHONE MANHOLE
ELECTRIC MANHOLE
LIGHT POLE
UTILITY/POWER POLE
GUY ANCHOR
SEWER CLEAN OUT/STUB OUT
CATCH BASIN
DROP INLET
CORRUGATED METAL PIPE
REINFORCED CONCRETE PIPE
DUCTILE IRON PIPE
POLYVINYLCHLORIDE PIPE
WATER LINE
WATER METER
FIRE HYDRANT
GAS LINE
GAS METER
GAS VALVE
SIGN
DOOR
ELECTRIC LINE - OVERHEAD
ELECTRIC LINE - UNDERGROUND
PHONE LINE - UNDERGROUND
ELECTRIC METER
TELEPHONE PEDESTAL
LAND LOT NUMBER
TELEPHONE MANHOLE
LAND LOT LINE
PROPERTY LINE
CENTERLINE
PROPERTY PIN/PIPS FOUND
PROPERTY MONUMENT FOUND
COMPUTED PROPERTY CORNER
CHAIN LINK FENCE
CREEK / DITCH
FLOOD HAZARD ZONE / FLOOD PLAIN
HOLE
BENCHMARK
CHISELED "X"
TWINED FLOOR ELEVATION
IRON (REBAR) PIN SET
IRON (REBAR) PIN FOUND
SOLID ROD FOUND
OPEN TOP PIPE FOUND
CRIMP TOP PIPE FOUND
CONCRETE MONUMENT FOUND
MARKED TREE
DEED BOOK / PAGE NUMBER
PLAYBOOK / PAGE NUMBER
POINT OF BEGINNING
ALSO KNOWN AS
FEDERAL INSURANCE RATE MAP
NOW OR FORMERLY
NOT TO SCALE
DENOTES NUMBER OF PARKING SPACE
DRAINAGE EASEMENT
PARKING SETBACK LINE
PARKING SETBACK LINE

NO.	DATE
-----	------

DATE: 2/9/8

COPYRIGHT © 1997 BY LRE ENGINEERING, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF LRE ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN AGREEMENT OF LRE ENGINEERING, INC.

HIGHWAY 9 & S.R. 120

PREPARED FOR
THE SEMBLER COMPANY

EXISTING CONDITIONS

ALRE ENGINEERING, INC.

Civil Engineering
Transportation Planning

卷一

PROJECT NO.	CKO	DSA	DRAWN BY:
CHECKED BY:			

SHEET
C-2.0

97189 engineering.

open-alpha.etta.opendata.arcgis.com/datasets/code-enforcement/explore?location=34.063093%2C-84.273100%2C13.91&showTable=true

ALPHARETTA

Filters
Code Enforcement

Filters Styling

Filter as map moves

Location
142 South Main Street
No results

Select attribute filters (8)

- Type Description 3 values
- Number 92 values
- Tag 61 values
- Status Code 1 values
- Assigned To 2 values
- Initiated Date

Showing 25 of 91 rows

Type Description	Number	Tag	Status Code	Assigned To	Initiated Date	Location	Reference
Code Enforcement-Co...	CE170033	Accessory Structures	OPEN		3/30/2017, 3:01 PM	12720 Bethany Road	11175
Code Enforcement-Trees	CE190025	Stop Work Order - Trees	OPEN		2/25/2019, 4:12 PM	1825 Mayfield Road	27978
Code Enforcement-Co...	CE190036	Business vehicle in residentia...	OPEN		3/11/2019, 2:51 PM	11170 Wittenridge Drive	28338
Code Enforcement-Co...	CE190043	Business vehicles in residenti...	OPEN		4/2/2019, 3:02 PM	10585 Kingsmark Trail	28899
Code Enforcement-Co...	CE190099	Structural Issues	OPEN		9/5/2019, 3:35 PM	44 Birch Rill Drive	32366
Code Enforcement-Co...	CE190100	Drainage Violation	OPEN		9/5/2019, 4:01 PM	160 North Main Street	32367
Code Enforcement-Co...	CE190107	Stop Work Order	OPEN		9/27/2019, 1:01 PM	10580 Tuxford Drive	32800
Code Enforcement-Co...	CE190108	Stop Work Order	OPEN		9/27/2019, 1:09 PM	1230 Tuscany Court	32801
Code Enforcement-Co...	CE200004	Stop Work Order	OPEN		1/14/2020, 3:44 PM	1565 Highview Pines Pass	34799
Code Enforcement-Co...	CE200011	Stop Work Order	OPEN		2/7/2020, 11:38 AM	710 Tate Drive	35283
Code Enforcement-Co...	CE200065	Deck in a State of Disrepair	OPEN	BESMITH	4/7/2020, 2:03 PM	1430 Hillcrest Heights	36677
Code Enforcement-Co...	CE200074	R/W trashcan overflowing	OPEN		4/9/2020, 3:09 PM	762 North Main Street	36739
Code Enforcement-Co...	CE200084	Complaint	OPEN	BSCHROEDER	5/6/2020, 3:55 PM	194 Mayfield Circle	37241
Code Enforcement-Co...	CE200097	STOP WORK ORDER, High G...	OPEN		5/27/2020, 3:18 PM	1031 Colony Drive	37632
Code Enforcement-Trees	CE200110	Stop work order	OPEN		6/4/2020, 12:13 PM	4650 Lakeway Place	37806
Code Enforcement-Co...	CE200130	Stop Work Order	OPEN		6/29/2020, 7:57 AM	645 Brook Landing Court	38319
Code Enforcement-Co...	CE200131	Stop Work Order	OPEN		6/29/2020, 8:56 AM	11595 Vista Forest Drive	38324

Type here to search

Rain off and on 11:33 AM 3/8/2022



Real Estate

View Bill

View bill image

As of	3/8/2022
Bill Year	2021
Bill	2106267
Owner	BUR ROG INC
Parcel ID	12 -2584-0695-110-2

[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	\$3,301.65	\$3,301.65	\$0.00	\$0.00	\$0.00
TOTAL		\$3,301.65	\$3,301.65	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.



SPECIMEN TREE REPORT

FOR

OFF-LEASH ALPHARETTA

LOCATION:
125 NORCROSS ST.
ALPHARETTA, GA

PREPARED BY
JULIA B. SCHIEBEL, RLA
CERTIFIED ARBORIST
ISA NUMBER SO-5445A

DATE: 3-17-22
FIELD SURVEY DATE: 3-15-22



1266 Powder Springs Road, Marietta, Georgia 30064
Phone: (770) 424-7168 Fax: (770) 424-7593

TREE NO. 3712
Magnolia grandiflora
21" cal. Southern Magnolia

Tree Data:

LOCATION:

grassed island, gravel drive near Norcross St.

FOLIAGE:

thinning crown, heavy vines

STRUCTURE:

overall poor structure, asymmetrical, topped

TRUNK:

Covered by vines, cavity with woundwood but decay developing

ROOTS:

Poor root flare, Compacted critical root zone

BARK:

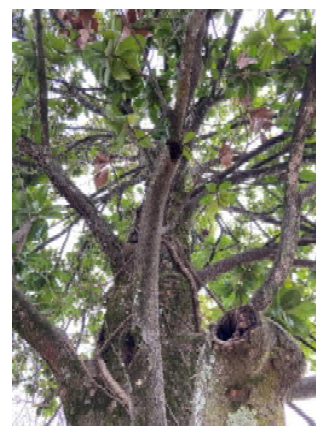
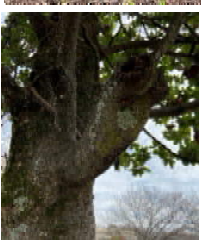
possible damage to bark due to heavy vines, moss and lichens

DECAY/DISEASE/PESTS:

extensive vine growth

COMMENTS:

Not specimen quality



TREE NO. 3713
Quercus nigra
27.5" cal. Water Oak

Tree Data:

LOCATION:

grassed island, gravel drive near Norcross St.

FOLIAGE:

dead/broken limbs, one dead limb with sap rot, mistletoe in crown

STRUCTURE:

Asymmetrical crown, trunk leans

TRUNK:

Appears to be normal, good condition, typical for species.

ROOTS:

Large girdled roots, compacted CRZ

BARK:

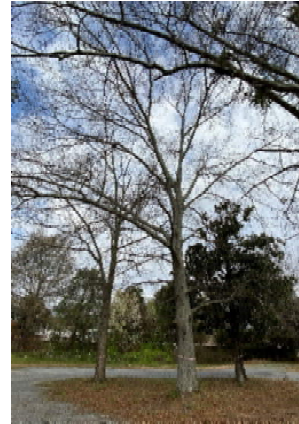
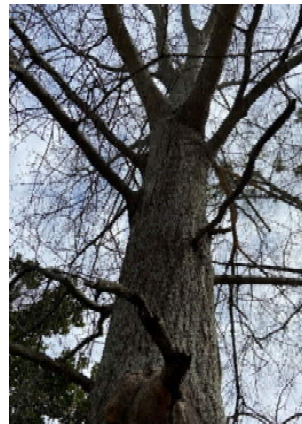
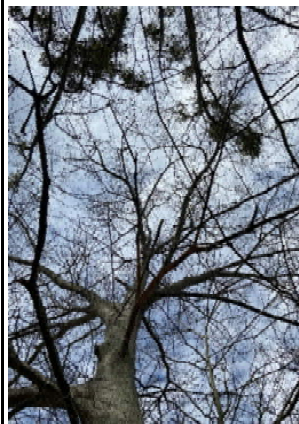
Appears to be normal, good condition, typical for species.

DECAY/DISEASE/PESTS:

Mistletoe in crown

COMMENTS:

Not specimen quality



TREE NO. 3714
Quercus nigra
33" cal. Water Oak

Tree Data:

LOCATION:

grassed island, gravel drive near Norcross St.

FOLIAGE:

dead/broken limbs, mistletoe in crown, epicormic shoots

STRUCTURE:

Asymmetrical crown, trunk leans. Apparent torsion load on trunk. Several large lower limbs removed, improper pruning

TRUNK:

Appears to be normal, good condition, typical for species.

ROOTS:

Compacted critical root zone.

BARK:

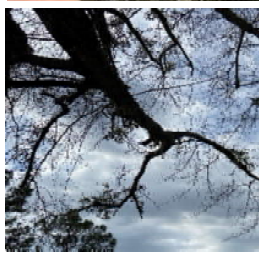
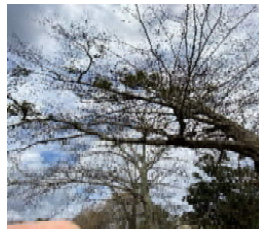
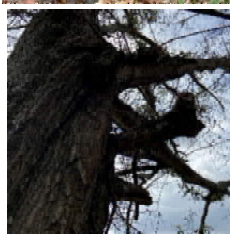
Appears to be normal, good condition, typical for species.

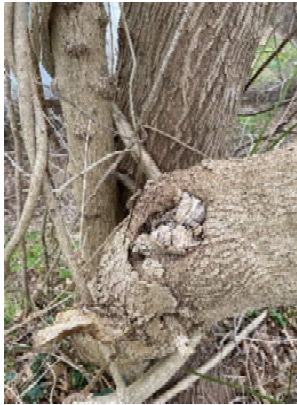
DECAY/DISEASE/PESTS:

Mistletoe in crown

COMMENTS:

Not specimen quality



<u>TREE NO. 3743</u> Acer negundo 25.5" cal. Boxelder
<u>Tree Data:</u> <u>LOCATION:</u> along southern boundary of site
<u>FOLIAGE:</u> Thinning crown with dead/broken limbs, vines growing into crown
<u>STRUCTURE:</u> Poor structure, multi-trunk with low split
<u>TRUNK:</u> Vines. Wounds, scars where limbs were removed
<u>ROOTS:</u> Good root flare
<u>BARK:</u> Appears to be normal, typical for species.
<u>DECAY/DISEASE/PESTS:</u> Vines
<u>COMMENTS:</u> Not specimen quality
   

TREE NO. 3754
Quercus nigra
25.5" cal. Water Oak

Tree Data:

LOCATION:

Northwestern boundary of site, at fence line

FOLIAGE:

dead/broken limbs, lower limbs pruned

STRUCTURE:

Normal, appears typical for species.

TRUNK:

growing into fence

ROOTS:

Severely girdled roots, Compacted critical root zone.

BARK:

Appears to be normal, good condition, typical for species.

DECAY/DISEASE/PESTS:

none evident

COMMENTS:

Not specimen quality

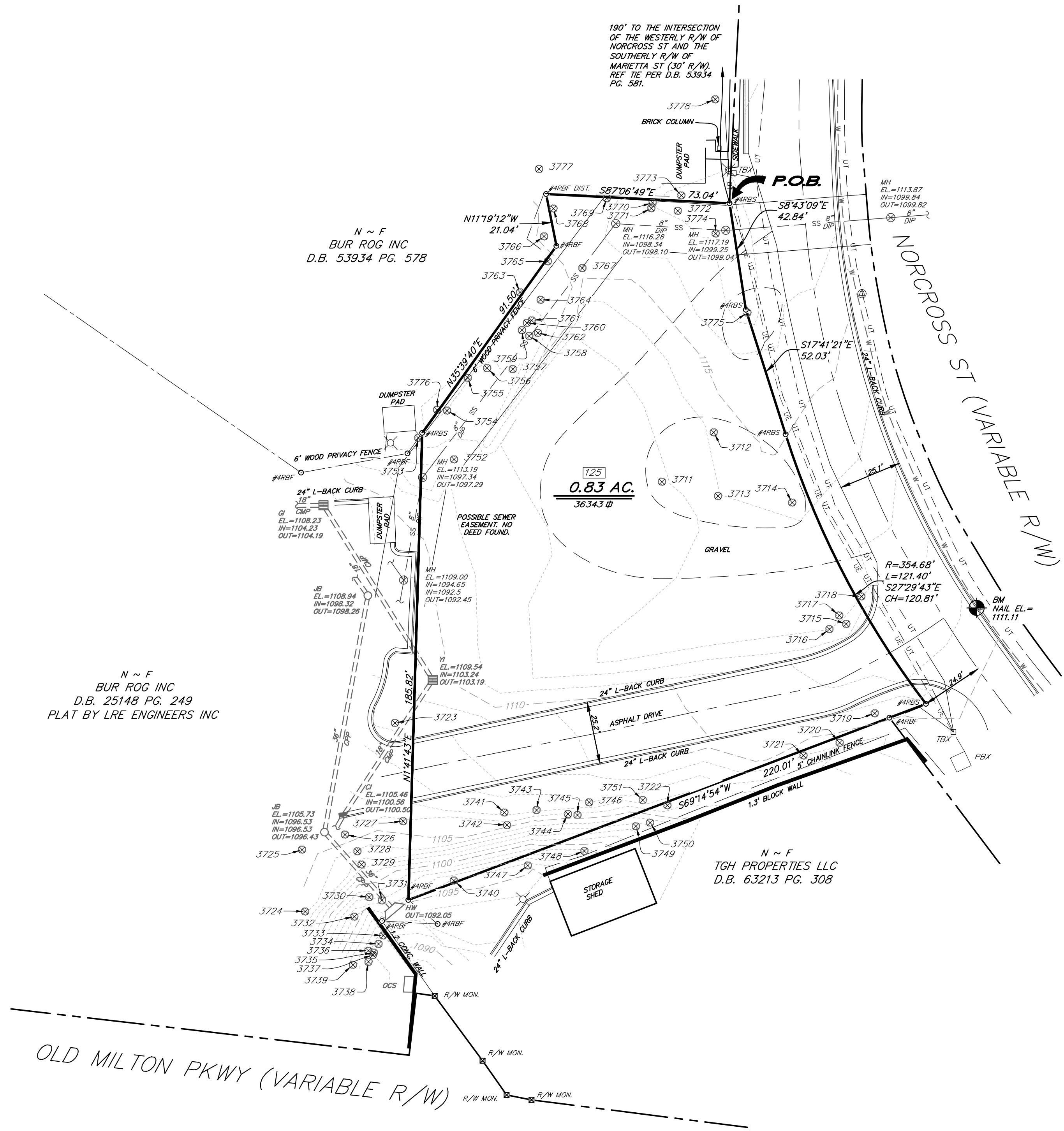


IMAGES: S:\BND\FULTON\01\UTL\06045 OFF-LEASH ALPHARETTA RESEARCH\FULTON.GS.M

XREFS:

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

125 NORCROSS ST. - TREE INVENTORY & ASSESSMENT		
TAG NO.	DBH (IN)	TYPE
3711	21	PECAN
3712	21	MAGNOLIA
3713	27.5	WATER OAK
3714	33	WATER OAK
3715	17.5	MIMOSA
3716	7.5	RED OAK
3717	4.5	WATER OAK
3718	4.5	CHERRY
3719	28.5	PINE
3720	13	PINE
3721	15.5	PINE
3722	13.5	PINE
3723	13.5	SHUMARD OAK
3724	13.5	RIVER BIRCH
3725	19.5	RIVER BIRCH
3726	22.5	WATER OAK
3727	20.5	SHUMARD OAK
3728	9	PECAN
3729	8	PEAR
3730	5.5	ELM
3731	4.5	ELM
3732	4	CHERRY
3733	10.5	BLACK WILLOW
3734	9	BLACK WILLOW
3735	11.5	BLACK WILLOW
3736	9	SYCAMORE
3737	12	BLACK WILLOW
3738	5	SYCAMORE
3739	8	ELM
3740	13.5	WATER OAK
3741	6	ELM
3742	6	ELM
3743	25.5	BOXELDER
3744	6	WATER OAK
3745	9	PECAN
3746	17	PECAN
3747	11.5	BOX ELDER
3748	15	PINE
3749	8.5	PINE
3750	8	PINE
3751	15	MIMOSA
3752	11	PEAR
3753	6	WATER OAK
3754	25.5	WATER OAK
3755	11	CHERRY
3756	13.5	PINE
3757	9	PINE
3758	6.5	PEAR
3759	4	PEAR
3760	4.5	PEAR
3761	4	PEAR
3762	5	PEAR
3763	15	MAGNOLIA
3764	4.5	PEAR
3765	10	CHERRY
3766	14	PINE
3767	13	PINE
3768	14	PINE
3769	18	PEAR
3770	8.5	CHERRY
3771	5	PEAR
3772	13.5	PINE
3773	23	WATER OAK
3774	13.5	PINE
3775	18	ELM
3776	11	MAGNOLIA
3777	23.5	PEAR
3778	14	MAPLE



SURVEYOR REFERENCES:
D.B. 25148 PG. 249
D.B. 53934 PG. 578
D.B. 63213, PG. 308

CURRENT OWNER
BUR ROG INC
D.B. 51078, PG. 59

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83.
VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION
OF THE STARTING POINTS FOR THIS SURVEY
WERE OBTAINED UTILIZING A TRIMBLE 5800
GPS RECEIVER WITH A TRIMBLE TSC2 DATA
COLLECTOR RECEIVING RTK CORRECTIONS VIA
A CELL PHONE FROM THE EGPS SOLUTIONS
REAL TIME NETWORK. THE TECHNIQUE USED
WAS RTK CORRECTED MEASUREMENTS FROM
THE TRIMBLE VRS REAL TIME NETWORK
OPERATED BY EGPS SOLUTIONS, INC. THE
RELATIVE POSITIONAL ACCURACY OBTAINED
ON THE POINTS UTILIZED IN THIS SURVEY
WERE 0.04 FT. HORIZONTAL AND 0.07 FT.
VERTICAL AT THE 95% CONFIDENCE LEVEL.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT
PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY.
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS,
PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT
VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED
AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES
STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY
THIRD PARTIES IS AT THEIR OWN RISK.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD
PLAIN AND IS IN ZONE X, ACCORDING TO F.E.M.A. (F.I.A.)
COMMUNITY NUMBER # 130084
13121C0058F DATED 09/18/2013.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE
METER ; LINEAR PRECISION OF TRAVERSE : 1/49580 ; ANGULAR ERROR: 04" PER POINT. THE TRAVERSE WAS
ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/1782907 . MATTERS OF TITLE ARE EXCEPTED.

LEGEND	
	P.P. - POWER POLE
	L.P. - LIGHT POLE
	F.H. - FIRE HYDRANT
	M.H. - SANITARY SEWER MANHOLE
	W.M. - WATER METER
	G.M. - GAS METER
	R.B.S. - REINFORCING BAR SET
	R.B.F. - REINFORCING BAR FOUND
	C.T.F. - CRIMP TOP PIPE FOUND
	O.T.F. - OPEN TOP PIPE FOUND
	R/W MON. - RIGHT-OF-WAY MONUMENT
	TYPE OF FENCE
	J.B. - JUNCTION BOX
	D.I. - DROP INLET / YARD INLET
	C.B. - CATCH BASIN
	R.C.P. - REINFORCED CONCRETE PIPE
	C.M.P. - CORRUGATED METAL PIPE
	F.F.E. - FINISHED FLOOR ELEVATION
	WATER VALVE
	C.O. - SEWER CLEAN OUT
	TELEPHONE MANHOLE
	OVERHEAD POWER LINES
	HW - HEADWALL
	PBX - POWERBOX
	STREET ADDRESS
	WATER LINE
	UNDERGROUND TELEPHONE LINE
	GAS LINE
	UNDERGROUND ELECTRICAL LINE
	C.M.P. - CORRUGATED METAL PIPE

GRID NORTH ~ GA WEST ZONE



THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT
SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES.
THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH
CREATED THE PARCEL OR PARCELS ARE STATED HEREON. **RECORDATION OF THIS PLAT DOES NOT
IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.**
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE
MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES
AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND
LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-67.

Dean C. Olson 03-31-22
DATE

DRAWN BY: CAM
CHECKED BY: DCO
FILE: S:\BND\FULTON\...
FIELD DATE: 03/21/2021
OFFICE DATE: 03/31/2021
SCALE: 1"=30'

REVISIONS

Gaskins
ENGINEERING SURVEYING PLANNING CONSULTING CONSTRUCTION MGMT
www.gscsurvey.com LSF# 789

Marietta Office
1266 Powder Springs Rd
Marietta, GA 30064
Phone: (770) 424-7168

Lawrenceville Office
558 Old Norcross Rd Ste. 204
Lawrenceville, GA 30046
Phone: (770) 299-1005

Canton Office
147 Reinhardt College Hwy
Ste. 3 Canton, GA 30114
Phone: (770) 479-9698

Newnan Office
4046 Ga. Hwy 154, Ste. 109
Newnan, GA 30265
Phone: (770) 424-7168

BOUNDARY RETRACEMENT AND
TOPOGRAPHIC SURVEY FOR

OFF-LEASH
125 NORCROSS ST.

LOCATED IN L.L. 695
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GA.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-23-05 OFF LEASH CHANGE OF CONDITIONS

CITY COUNCIL:

MARCH 20, 2023

II. RECOMMENDATION:

Approve PH-23-05 Off Leash Change of Conditions, subject to the following conditions (changes shown in Red underline):

1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and 0.51 0.73-acre outdoor dog park.
5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 3/31/2022 6/14/2022.
6. Building architecture and materials shall be developed substantially similar to the submitted renderings by Vickers Design Group, labeled Exhibit A, and in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. Building shall be 75% brick, as determined by the DRB.
- ~~10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff. Deleted.~~
13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 3/31/2022 6/24/2022.
- ~~16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy. Deleted.~~
17. Developer shall assess site landscaping and replace missing, dead or dying landscape material.
18. Conditions of zoning related to file #CU-22-05 Off Leash/142 South Main Street shall remain in effect, except as amended above.

III. REPORT IN BRIEF:

The applicant, Lonnie Cooper Ventures, LLC, is requesting changes to previous conditions of zoning related to Off Leash which is a restaurant with indoor and outdoor dog park on 2.3 acres and located in the Downtown Overlay. The proposed changes to the conditions of zoning would allow the applicant to re-use the existing building and parking. The subject property is located at 142 South Main Street and 125 Norcross Street at the northeast corner of Old Milton Parkway and South Main Street.

DISCUSSION

The submitted request, if approved, would allow for changes to conditions of zoning related to Off Leash which is a restaurant with indoor and outdoor dog park on 2.3 acres and located in the Downtown Overlay. The proposed changes to the conditions of zoning would allow the applicant to re-use the existing building and parking. The subject property is located at 142 South Main Street and 125 Norcross Street at the northeast corner of Old Milton Parkway and South Main Street.

The property was previously developed and used for an 11,500 square foot Rite Aid pharmacy, which has been vacant for a few years. Current zoning of the property is C-2 (General Commercial), which allows 'Restaurant' by-right and 'Recreational Facilities, Indoor and Outdoor' with the approval of a conditional use. Surrounding properties are zoned C-2. Taco Bell and Salt Factory are located to the north, Publix, Chase Bank and a gas station are located to the east, Park Plaza office building and Mammoth Car Wash are located to the south and Crust is located to the west.

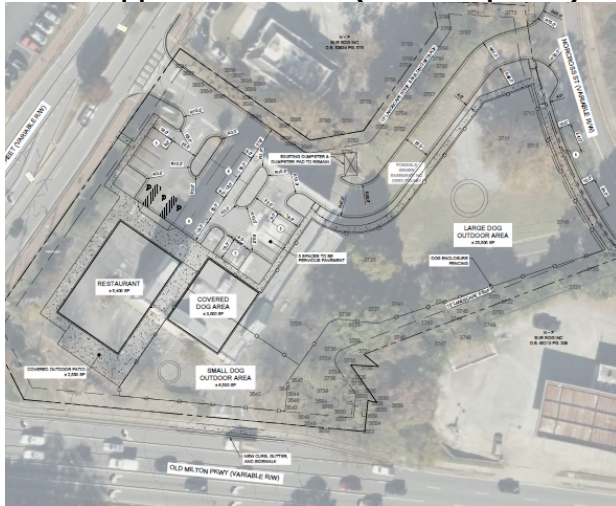
Off Leash received conditional use approval to allow an indoor and outdoor dog park on August 1, 2022. According to the applicant, recent site investigations have determined that the soils are unsuitable for new construction without modification, which would be cost-prohibitive. In addition, the water table is too high to support a supplementary underground stormwater system, which further impacts development of the site. Given these limitations, the applicant proposes to re-use the existing building, parking and curb cuts. The following changes are requested to the previous conditions of zoning related to file #CU-22-05 Off Leash/142 South Main Street:

1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and ~~0.51~~ 0.73-acre outdoor dog park.
5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 3/31/2022 ~~6/14/2022~~.
6. Building architecture and materials shall be developed in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. ~~Building shall be 75% brick, as determined by the DRB.~~
- ~~10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.~~
13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 3/31/2022 ~~6/24/2022~~.
- ~~16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy.~~

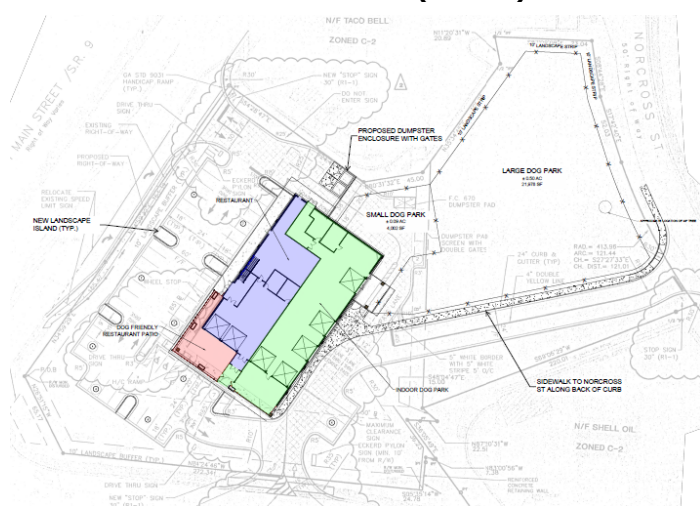
SITE PLAN

The applicant's updated site plan depicts re-use of the existing 11,500 square foot building, parking and curb cuts. Approximately 6,000 square feet of the building will be maintained as conditioned space, with the balance of the building being converted to a covered, open-air dog park. A 0.51-acre outdoor dog park is depicted to the side and rear of the existing building and includes areas for small and large dogs. The existing curb cuts on Old Milton Parkway, South Main Street and Norcross Street are depicted to remain. The proposed site plan depicts 51 parking spaces, which is an increase from the approved site plan which depicts 32 spaces.

Approved Site Plan (Redevelopment)



New Site Plan (Re-Use)



When the conditional use for Off Leash was being considered, there was discussion and concerns over the safety and aesthetics of the fencing used for the outdoor dog park. The approved site plan depicted fencing for the dog park setback approximately ten-feet (10') from the property line along Old Milton Parkway. With the current proposal, the fence is depicted to be approximately 130' from Old Milton Parkway.

CONCURRENCES

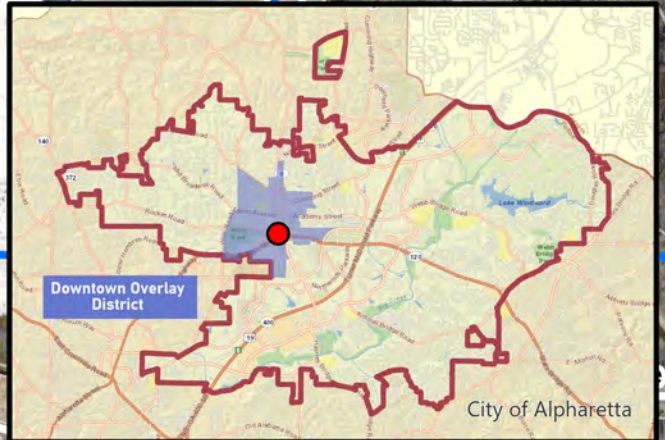
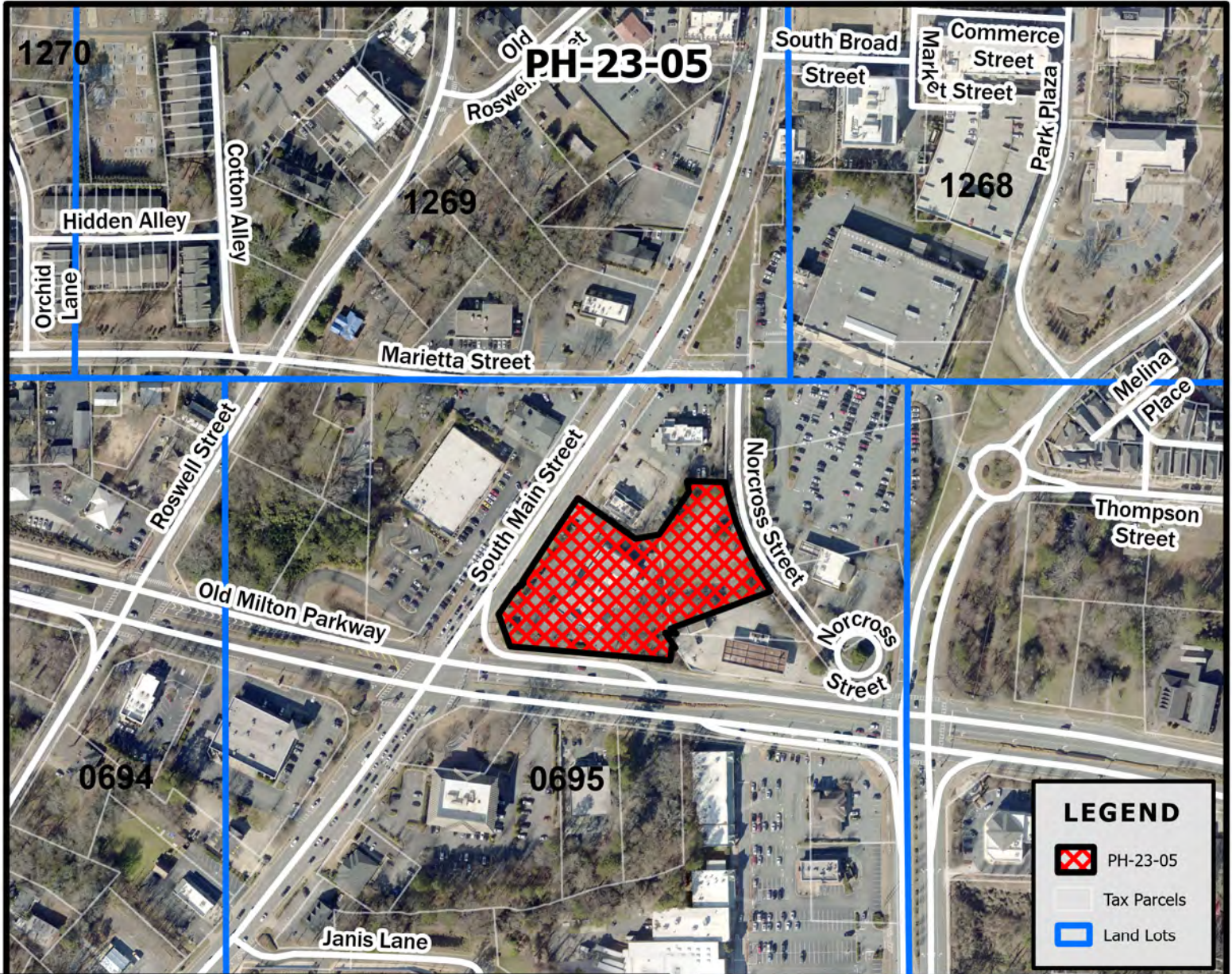
Staff has reviewed the applicant's proposal and finds that it can support the applicant's request for changes to previous conditions of zoning. The proposal should not have significant impacts on surrounding properties, which are developed with non-residential uses. Off Leash represents a business and use that is currently not offered in the Downtown. The proposed renderings depict architecture and materials that are very similar to the previously approved new construction. While re-use of the property does not allow for the building to be pulled up to the street, the outdoor dog park area will be further away from Old Milton Parkway, which helps with safety and overall aesthetics of the property.

CITIZEN PARTICIPATION PLAN

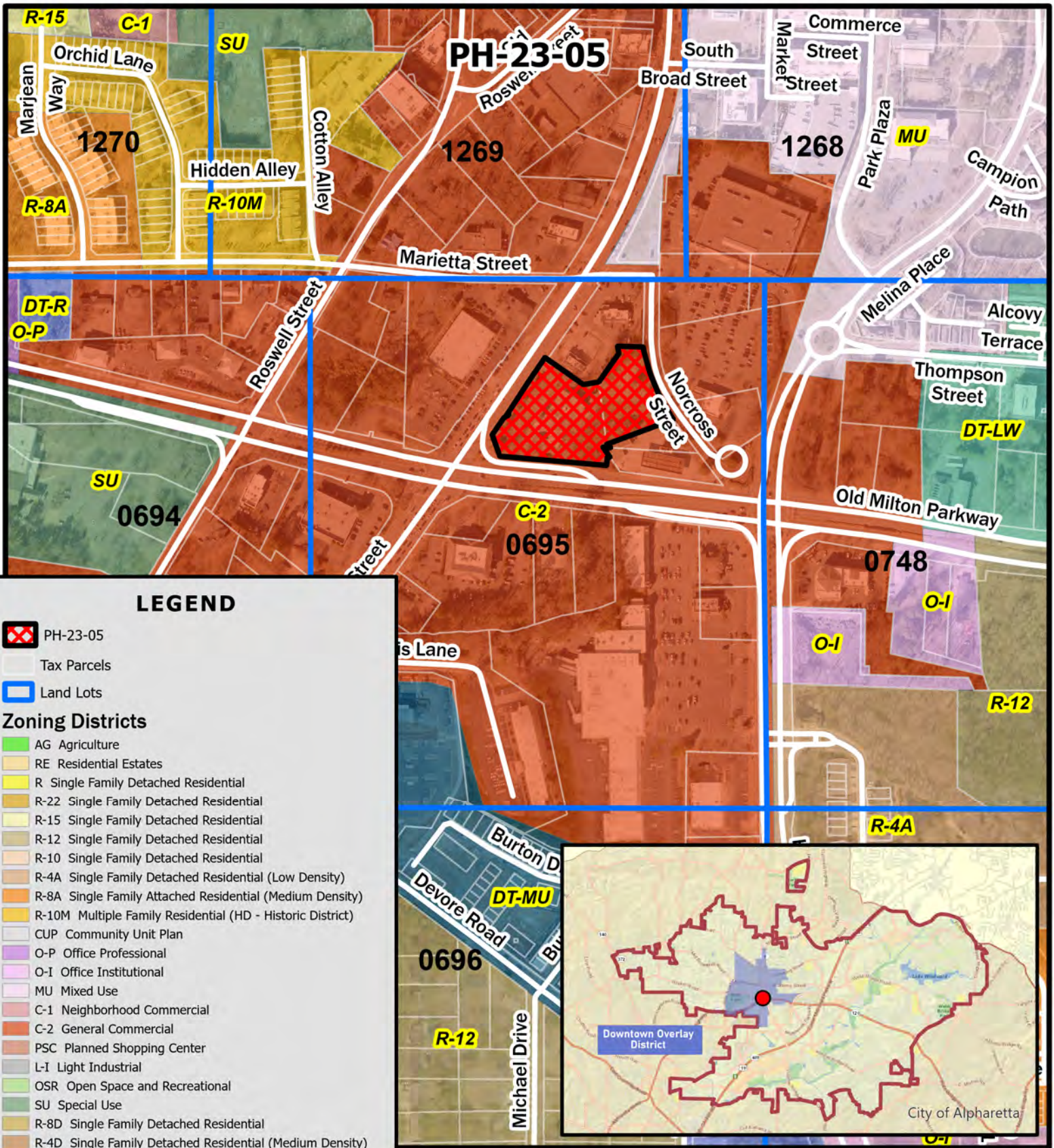
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Exhibit A – Renderings
- City Council Meeting Minutes 08-01-2022
- Previously Approved Site Plan & Rendering
- Citizen Part B
- Application



PH-23-05
D/LL: 1/2/0695
CC: 3/20/23



LEGEND



PH-23-05



Tax Parcels



Land Lots

Zoning Districts



AG Agriculture



RE Residential Estates



R Single Family Detached Residential



R-22 Single Family Detached Residential



R-15 Single Family Detached Residential



R-12 Single Family Detached Residential



R-10 Single Family Detached Residential



R-4A Single Family Detached Residential (Low Density)



R-8A Single Family Attached Residential (Medium Density)



R-10M Multiple Family Residential (HD - Historic District)



CUP Community Unit Plan



O-P Office Professional



O-I Office Institutional



MU Mixed Use



C-1 Neighborhood Commercial



C-2 General Commercial



PSC Planned Shopping Center



L-I Light Industrial



OSR Open Space and Recreational



SU Special Use



R-8D Single Family Detached Residential



R-4D Single Family Detached Residential (Medium Density)



R-8A/D Single Family Attached/Detached Residential



DT-C Downtown Core

DT-MU Downtown Mixed-Use

DT-LW Downtown Live-Work

DT-R Downtown Residential

PH-23-05

D/LL: 1/2/0695

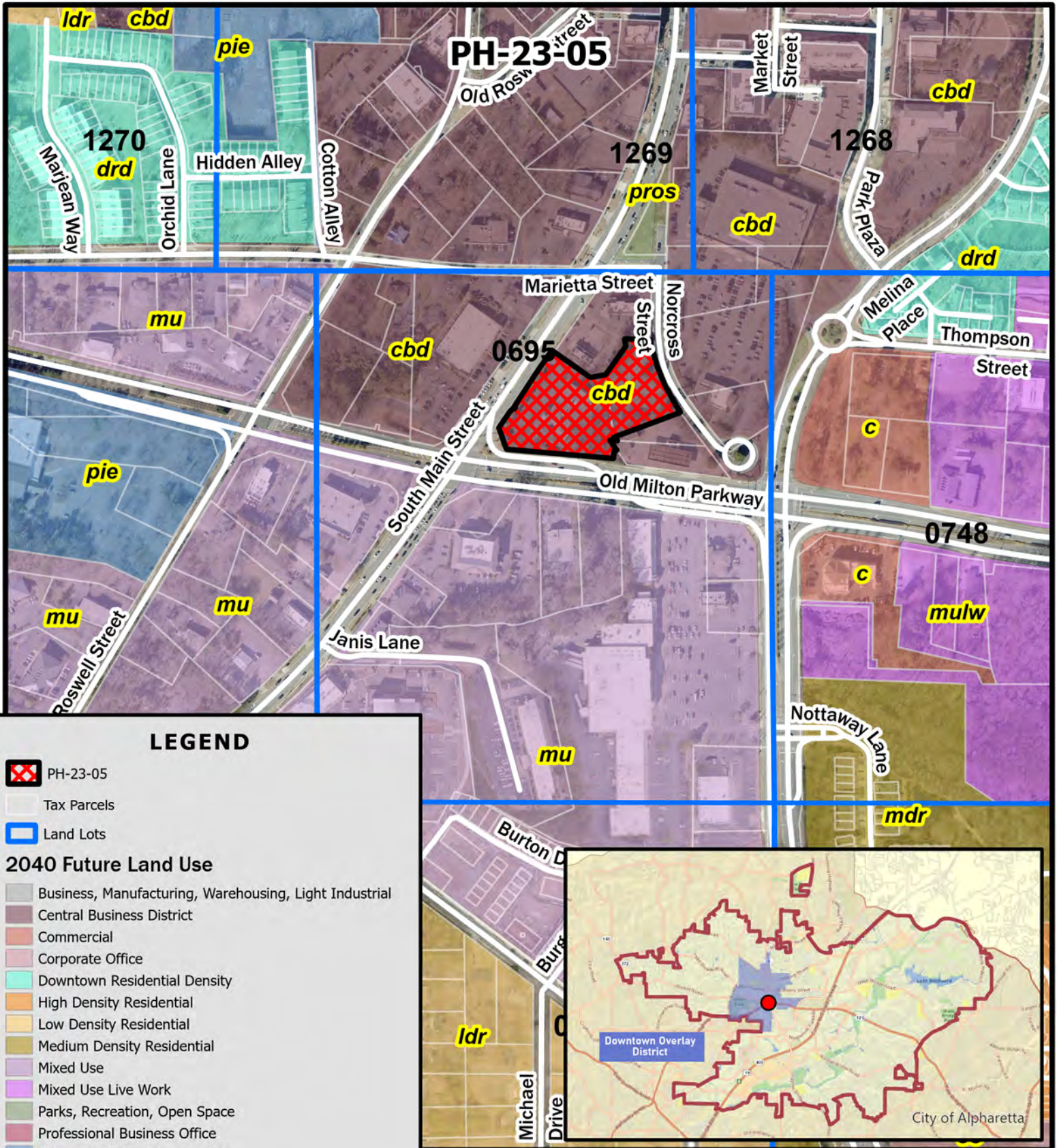
CC: 3/20/23

Zoning Map Off Leash

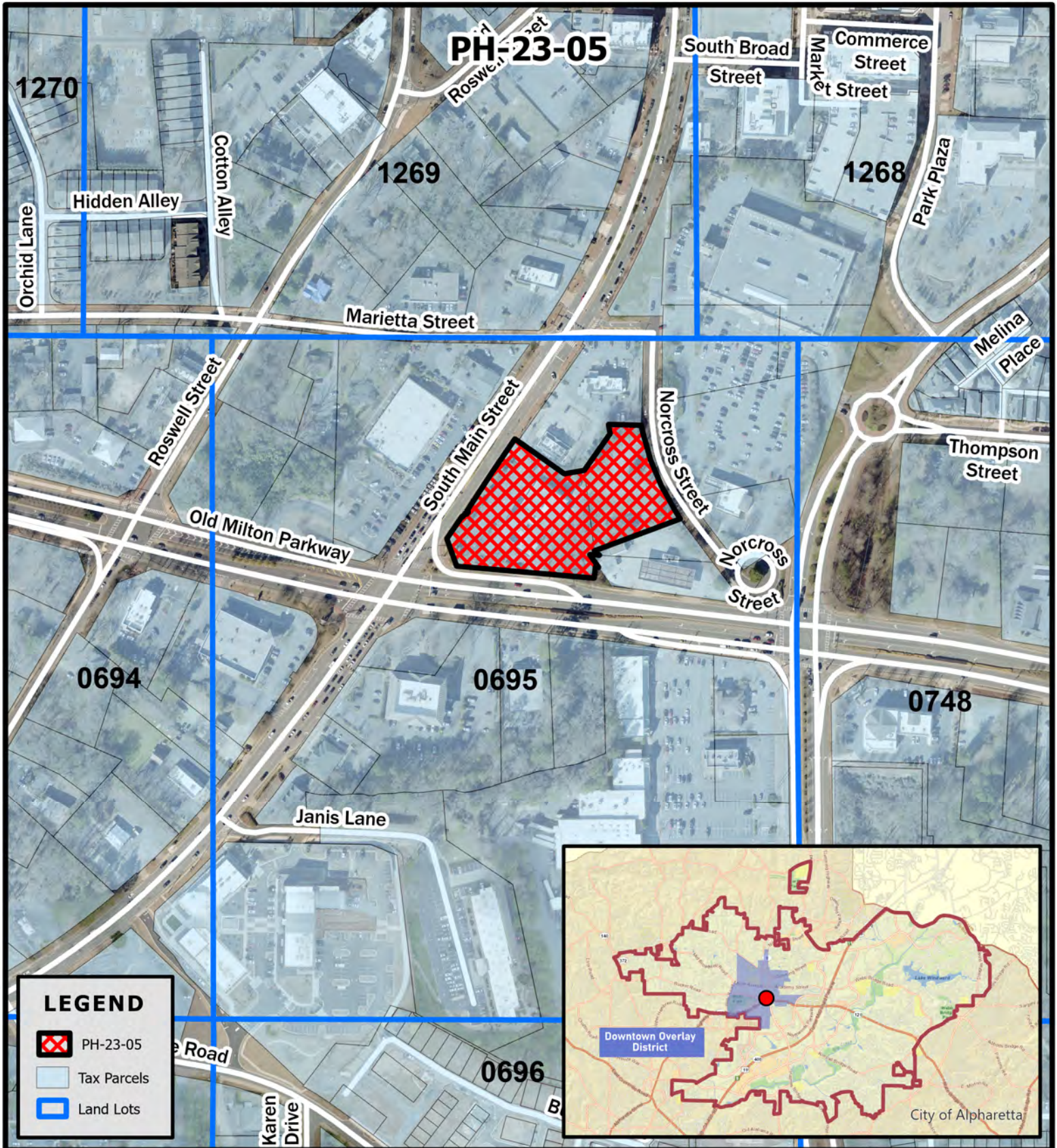
142 South Main Street &
125 Norcross Street

Location Map Provided by:
Community Development - GIS

Page 303 of 759



Future Land Use Map **Off Leash** **142 South Main Street &** **125 Norcross Street**



PH-23-05
D/LL: 1/2/0695
CC: 3/20/23

Location Map
Off Leash

142 South Main Street & 125 Norcross Street



Location Map Provided by:
Community Development - GIS
 Page 305 of 759

Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings





City Council Meeting & Public Hearing

AUGUST 1, 2022

Office of the City Clerk

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

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

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

II. ROLL CALL

- Council Members

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

- Staff

- Bob Regus, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- Brooke Lappin, Director of Courts
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Randy Bundy, Director of Information Technology

- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager
- Kim Zane Manning, Cultural Services Manager

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. A Resolution Presented to City Administrator, Bob Regus, by State Representative, Chuck Martin

- State Representative Chuck Martin presented a resolution to Bob Regus and shared kind remarks.

B. A Proclamation Celebrating the Retirement of City Administrator, Bob Regus

- Mayor and City Council presented a proclamation to Bob Regus and shared kind remarks.

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 7/25/2022)

B. Approval of Alpharetta's Outdoor Art Exhibit: MEDLEY

1. Sculpture: Ribbon Arch by Jim Gallucci
 2. Sculpture: Tree by Gus and Lina Ocamposilva
 3. Sculpture: Liquid Sunshine by Michael Alfano
 4. Sculpture: Allura by Nathan Pierce
 5. Sculpture: Hill Climb by Jim Collins
- Council Member DeRito asked for the July 25, 2022 City Council minutes to be removed from the Consent Agenda.
 - ❖ Council Member Mitchell offered a motion to approve the Consent Agenda, consisting only of the Approval of Alpharetta's Outdoor Art Exhibit: MEDLEY.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).
 - ❖ Council Member Hipes offered a motion to approve the July 25, 2022 Council Meeting minutes.
 - Council Member Mitchell seconded the motion.
 - The motion was approved (6-0-1; with Council Member DeRito in abstention since he was not present during the July 25, 2022 City Council meeting).

VI. PUBLIC HEARING

A. Z-22-08 / V-22-12 / South of Wills Park

Consideration of a rezoning and variance to allow for 55 'For-Sale' townhome units on 5.5 acres in the Downtown Overlay. A rezoning is requested from C-1 (Neighborhood

Commercial) and L-I (Light-Industrial) to DT-MU (Downtown Mixed-Use) and variances are requested to allow townhomes to be accessed from a street and not an alley, reduce driveway length, reduce undisturbed buffers and allow encroachments on undisturbed buffers, reduce subdivision monument sign setback, reduce landscape strips, and allow the subdivision to be gated. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 645, 1st District, 2nd Section, Fulton County, Georgia.

- ❖ Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- ❖ This item was considered at the 6/9/2022 Planning Commission meeting. Staff recommended approval subject to 24 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (6-0). After the Planning Commission meeting, the applicant updated the site plan and removed the variance request to allow up to 17 townhome units to have driveways less than the minimum eighteen-foot (18') length.
- ❖ Staff is recommending that Mayor and Council approve Z-22-08/V-22-12 South of Wills Park, subject to the following conditions:
 1. Architecture and materials shall be developed substantially similar to the submitted renderings, dated 5/5/22, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details.
 2. Density shall not exceed 9.93 dwelling units per acre.
 3. Building heights shall not exceed 4 stories and 50'.
 4. Townhomes shall have direct vehicular access from a street or alley, as depicted on the site plan prepared by Pond, dated 7/13/22.
 5. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 6. Developer shall improve the Wills Road streetscape as follows: minimum 6' planter planted with street trees, 6' sidewalk, and decorative pedestrian lighting, with final approval by Staff and City of Roswell. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
 7. Streets and alleys shall be developed as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
 8. Landscape strips shall be required as depicted on the site plan prepared by Pond, dated 7/13/22, not including alleys. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
 9. Landscape strips along South Main Street and Wills Road shall be planted with shade trees as a continuation of what has been planted or designed in the

Downtown and outside of utility easements and overhead utilities, as approved by Staff. Subdivision decorative fencing and columns may be placed within the landscape strip along South Main Street, as approved by Staff.

10. Developer shall provide an enhanced pedestrian crossing at South Main Street and Wills Road, which shall include color pavement markings and signage, as approved by GDOT and Staff. Enhanced pedestrian crossing shall be eligible for impact fee credits, as approved by Staff.
11. Undisturbed buffers, replanted where sparse, shall be provided as depicted on the site plan prepared by Pond, dated 7/13/22. Evergreen trees and shrubs shall be planted along the south and east property lines and along the property line north of Units 6-13, as approved by Staff.
12. Property owner acknowledges that redevelopment of the properties to the north, east and south with non-residential uses shall not require a buffer adjacent to the subject property.
13. Project entrance may be gated and shall include a decorative paver apron, landscaping, brick wall and fencing with columns substantially similar to the submitted renderings, dated 5/5/22.
14. Subdivision sign shall be substantially similar to the submitted renderings, dated 5/5/22, and shall have a 0' setback along Wills Road, as approved by Staff.
15. Open space shall be developed substantially similar to the site plan prepared by Pond, dated 7/13/22, except that the optional bicycle path in the civic space shall be removed and stairs shall accommodate a bicycle wheel path, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
16. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
17. Developer shall save trees as depicted on the site plan prepared by Pond, dated 7/13/22. Tree saves shall be limited to trees in fair to good condition and with CRZ impacts of no more than 30% which may be subject to tree care, as approved by Staff. Developer shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
18. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
19. HVAC and similar equipment shall not be visible from the public right-of-way.
20. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
21. Stormwater may be placed underground within the private street as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. Maintenance responsibilities shall also be included in the

recorded covenants with all costs to be borne by the HOA and homeowners of the development.

22. Garbage pickup shall be from within the development.

23. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- The submitted request, if approved, would allow for the construction of 55 'For-Sale' townhomes on 5.54 acres in the Downtown. The proposed density is 9.93 dwelling units per acre. The applicant proposes a rezoning from C-1 (Neighborhood Commercial) and LI (Light Industrial) to DT-MU (Downtown Mixed-Use) and variances are requested to allow up to fifteen (15) townhome units to be front loaded, allow encroachments into the undisturbed buffers, allow a 0' setback for a subdivision sign, and reduce landscape strips along new private streets. The subject property is located at 0 State Highway near the southeast corner of Highway 9 (South Main Street) and Wills Road.
- The undeveloped property is wooded. Surrounding properties are zoned C-1 and DT-MU to the north, and C-2 (General Commercial) to the west and east. Xavier and Sons Auto Body & Paint is located to the north and west, City of Roswell to the west, Public Storage to the east, Georgia Power (City of Roswell) to the south and Atlanta Saddlery, Autobrite Car Wash and The Porch on South Main are located to the north. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed townhomes and density.
- The property is situated between three (3) commercial properties, has multiple road frontages and has significant topography. In addition, the Wills Road right-of-way is setback approximately 60' from the existing curb line of the road.
- The submitted site plan depicts 55, three (3) and four (4) story 'For-Sale' townhomes with gated access from a new driveway off Wills Road.
- Five (5) townhome units will be 24' wide and the remaining units will be 26' wide. Townhomes are setback approximately twenty feet (20') on Wills Road and approximately 60' on South Main Street. A minimum ten-foot (10') setback is provided along private streets. Minimum building setbacks meet or exceed the DT-MU development standards.
- Each townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. 24 on-street, guest parking spaces are provided within the development. The Downtown Code requires 138 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 244 parking spaces are provided on the site plan.
- The site plan depicts 1.19 acres, or 21.5% of open space within the proposed development. Amenity space is proposed to include a clubhouse and pool near the entrance to the development and a central green with sidewalks. Civic space is depicted along South Main Street and includes an optional bicycle path, bicycle rack and stairs. The DT-MU district requires a minimum 10% amenity space and 10% civic space.
- Twelve (12) trees are depicted to be saved on the site plan, of which all are hardwoods.

- A site plan depicts an underground stormwater management facility under an amenity space and private street, as well as a bioswale in the southeast corner of the site. The underground stormwater system located in the street would not obstruct access to townhomes as there are no driveways on that street section and there are alternative routes of access within the development.
- The applicant submitted renderings depicting the townhomes along Wills Road and South Main Street. The submitted renderings depict three (3) and four (4) story townhome buildings with rooftop decks designed in the Federal and Greek Revival styles. Units will range in size from approximately 2,600 to 4,000 square feet and will be three (3) and four (4) bedrooms. Façade materials will combine brick, stone, and stucco. The applicant's letter of intent indicates that price points will be between \$850,000 to \$1,000,000.
- The applicant provided a trip generation report, which estimates that the proposed 55 townhome units would generate 24 AM Peak Hour trips and 29 PM Peak Hour trips.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- CZIM was held on May 11, 2022. There were public comments with concerns over traffic, guest parking, GDOT project impacts, and safety issues with pedestrians crossing at South Main Street over to Wills Park.
- Kathy Zickert (Attorney with Smith, Gambrell, & Russell) came forward to speak on behalf of the applicant.
 - Ms. Zickert shared that the applicant was amenable to all conditions except for Condition # 7 regarding the Impact Fee Credits for improvements along Will Road.

City Council Discussion:

- Council Member Mitchell shared that he would like to know additional information about the exterior finishes (stone, brick, stucco) and the access points of the underground stormwater system.
 - Ms. Zickert shared that the stormwater system has not yet been designed, and in terms of architecture, the exterior sides are brick, and stucco will be used as an accent material.
- Mayor Pro Tem Merkel asked if the City is authorized to give impact fee credits for land that is actually in Roswell, if a private development agreement was created between the City and the Developer.
 - Director Cook shared that this was discussed with the City Attorney, and there is an option for impact fees to be provided to a developer through a private development agreement.
 - City Attorney, Molly Esswein, shared that the area of Wills Road that would be improved by the developer is not on the Capital Improvement Element project

list (since the land is not in the City of Alpharetta) and would not be automatically eligible for impact fee credits. However, impact fees for this item do not need to be discussed as a condition, because by the Code, the developer may seek impact fee credits through the Community Development department's impact fee coordinator, which would later come before City Council for approval. Condition #7 can remain as was originally proposed by Staff. The Developer can come back before City Council to justify the need for an impact fee credit, rather than guaranteeing any impact fee credit eligibility as a zoning condition.

- Kathy Zickert (for the applicant) based on City Attorney Esswein's justification, shared that the applicant no longer objects to Condition #7.

Public Comments:

- There were no public comments.
 - Mayor Pro Tem Merkel offered a motion to approve Z-22-08/V-22-12 South of Wills Park, subject to the following conditions:
 1. Approximately 5.5 acres shall be zoned DT-MU and developed substantially similar to site plan prepared by Pond, dated 7/13/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Architecture and materials shall be developed substantially similar to the submitted renderings, dated 5/5/22, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Townhomes shall have 4-sided architecture, materials and details.
 3. Density shall not exceed 9.93 dwelling units per acre.
 4. Building heights shall not exceed 4 stories and 50'.
 5. Townhomes shall have direct vehicular access from a street or alley, as depicted on the site plan prepared by Pond, dated 7/13/22.
 6. Courtyards may encroach into landscape strips, subject to meeting the minimum landscape material requirements, as approved by Staff.
 7. Developer shall improve the Wills Road streetscape as follows: minimum 6' planter planted with street trees, 6' sidewalk, and decorative pedestrian lighting, with final approval by Staff and City of Roswell. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Impact fee credits shall be considered as part of a private development agreement.
 8. Streets and alleys shall be developed as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.

9. Landscape strips shall be required as depicted on the site plan prepared by Pond, dated 7/13/22, not including alleys. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
10. Landscape strips along South Main Street and Wills Road shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff. Subdivision decorative fencing and columns may be placed within the landscape strip along South Main Street, as approved by Staff.
11. Developer shall provide an enhanced pedestrian crossing at South Main Street and Wills Road, which shall include color pavement markings and signage, as approved by GDOT and Staff. Enhanced pedestrian crossing shall be eligible for impact fee credits, as approved by Staff.
12. Undisturbed buffers, replanted where sparse, shall be provided as depicted on the site plan prepared by Pond, dated 7/13/22. Evergreen trees and shrubs shall be planted along the south and east property lines and along the property line north of Units 6-13, as approved by Staff.
13. Property owner acknowledges that redevelopment of the properties to the north, east and south with non-residential uses shall not require a buffer adjacent to the subject property.
14. Project entrance may be gated and shall include a decorative paver apron, landscaping, brick wall and fencing with columns substantially similar to the submitted renderings, dated 5/5/22.
15. Subdivision sign shall be substantially similar to the submitted renderings, dated 5/5/22, and shall have a 0' setback along Wills Road, as approved by Staff.
16. Open space shall be developed substantially similar to the site plan prepared by Pond, dated 7/13/22, except that the optional bicycle path in the civic space shall be removed and stairs shall accommodate a bicycle wheel path, as approved by Staff. Open space shall be developed with a park-like setting with decorative landscape, hardscape and seating. Landscape shall include plant selections promoting the historic Downtown.
17. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
18. Developer shall save trees as depicted on the site plan prepared by Pond, dated 7/13/22. Tree saves shall be limited to trees in fair to good condition and with CRZ impacts of no more than 30% which may be subject to tree care, as approved by Staff. Developer shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
19. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.

20. HVAC and similar equipment shall not be visible from the public right-of-way.
21. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
22. Stormwater may be placed underground within the private street as depicted on the site plan prepared by Pond, dated 7/13/22, with final approval by Staff. Stormwater facilities shall be indicated on the recorded final plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. Maintenance responsibilities shall also be included in the recorded covenants with all costs to be borne by the HOA and homeowners of the development.
23. Garbage pickup shall be from within the development.
24. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- Council Member Mitchell offered a friendly amendment to the motion to add the following language to Condition #24: Developer must add permanent access to underground detention in more than one (1) access point.
 - Mayor Pro Tem Merkel accepted the friendly amendment.
 - Council Member Mitchell seconded the motion.
 - Council Member Hipes offered a friendly amendment to the motion to change the language in Condition #7 from "shall be considered" to "may be considered."
 - Mayor Pro Tem Merkel accepts the friendly amendment.
 - Council Member Mitchell accepts the friendly amendment.
 - The motion was approved unanimously (7-0).
 - There was the following discussion during the motion:
 - Council Member Binder asked City Attorney Esswein whether or not the additional language in Condition #7 is accurate for what the Mayor and Council are wanting to accomplish.
 - City Attorney Esswein shared that Section 24-48 of the Code states that nothing in this article prohibits the voluntary mutual approval of private contractual agreements concerning the construction or installation of system improvements and providing credits for reimbursement.

B. CU-22-05 / Off Leash / 142 South Main Street

Consideration of a conditional use to allow 'Recreational Facilities, Indoor and Outdoor' for Off Leash. Off Leash is a full-service restaurant and indoor and outdoor dog park. The property is located at 142 South Main Street and 125 Norcross Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

- ❖ Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- ❖ This item was considered at the 7/14/2022 Planning Commission meeting. Staff recommended approval subject to 16 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's changes to conditions #1 and 8 (5-0).
- ❖ Staff is recommending that Mayor and Council approve CU-22-05 / Off Leash / 142 South Main Street, subject to the following conditions:
 1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and 0.73-acre outdoor dog park.
 2. Conditional use approval shall be limited to Off Leash; no additional 'Recreational Facilities, Indoor and Outdoor' use or subleasing shall be permitted on the subject property.
 3. 'Recreational Facilities, Indoor and Outdoor' shall be limited to an indoor and outdoor dog park with restaurant.
 4. Hours of operation shall be limited to Sunday – Thursday 8:00 AM to 9:00 PM and Friday – Saturday 8:00 AM to 10:00 PM.
 5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 6/14/2022.
 6. Building architecture and materials shall be developed in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. Building shall be 75% brick, as determined by the DRB.
 7. Outdoor furniture (dining area and dog park) and play equipment with primary or bright colors shall be screened from the public right-of-way and shall require final approval by DRB.
 8. Corner of South Main Street and Old Milton Parkway currently includes a 2,500 square foot open space with focal point feature archway and minimal landscaping. Applicant shall remove the existing archway and install a new focal point feature/sculpture, with final approval by the Cultural Arts Commission. The budget for the focal point feature/sculpture shall not exceed \$15,000. Applicant shall also install decorative landscaping in the open space. Property owner shall be responsible to maintain the corner open space and all improvements.
 9. Landscape strip material shall be planted in front of any proposed fencing. Fencing visible from the public right-of-way shall be decorative black, metal fencing no more than 5' in height, with final approval by DRB.
 10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.
 11. Developer shall improve Norcross Street streetscape with a minimum 4' planter planted with street trees, minimum 5' sidewalk and decorative pedestrian lighting, as approved by Staff.

12. Project entrance on South Main Street shall be landscaped with ornamental plantings, as approved by DRB.
 13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 6/24/2022.
 14. Dumpster enclosure shall consist of materials similar to those used on the building and gate shall be metal and opaque, as approved by DRB.
 15. Buildings shall connect to the public sidewalk system.
 16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy.
- The submitted request, if approved, would allow for the redevelopment of the former Rite Aid site with a 'Recreational Facilities, Indoor and Outdoor' and 'Restaurant' for Off Leash on approximately 2.3 acres in the Downtown Overlay. A conditional use is requested to allow 'Recreational Facilities, Indoor and Outdoor'. Off Leash is a new concept which includes a one (1) story, 5,400 square foot restaurant, 3,000 square foot covered dog area and approximately 0.73-acre outdoor dog park. The subject property is located at 142 South Main Street and 125 Norcross Street at the southeast corner of Old Milton Parkway and South Main Street.
 - The property was previously developed and used for an 11,500 square foot Rite Aid pharmacy, which has been vacant for a few years. Current zoning of the property is C-2 (General Commercial), which allows 'Restaurant' by-right and 'Recreational Facilities, Indoor and Outdoor' with the approval of a conditional use. Surrounding properties are zoned C-2. Taco Bell and Salt Factory are located to the north, Publix, Chase Bank and a gas station are located to the east, Park Plaza office building and Mammoth Car Wash are located to the south and Crust is located to the west.
 - According to the applicant, Off Leash is a state-of-the-art dog park facility and restaurant featuring outdoor and indoor spaces for patrons and their dogs. The dog park will operate on a membership model with guest and day passes available. Hours of operation are proposed to be Sunday – Thursday from 8:00 AM to 9:00 PM and Friday – Saturday from 8:00 AM to 10:00 PM. In addition to restaurant employees, the dog park will include park rangers (screen guests and supervise dog play), experience coordinator (plan and activate experiences throughout the park) and grounds keeper (maintain cleanliness). The applicant anticipates eight (8) to twelve (12) employees.
 - 27 surface parking spaces are depicted at the rear of the building and five (5) on-street, parallel parking spaces are depicted on Norcross Street for a total of 32 spaces. The Unified Development Code (UDC) requires one (1) parking space per 500 square feet for the applicant's proposed use, or 22 spaces. According to a note on the site plan, redevelopment of the property will result in a loss of approximately 14,700 square feet of impervious area. The applicant provided a landscape plan, which depicts a mix of evergreen (Cedars) and deciduous (Maple) trees in the landscape strips along Old Milton Parkway and South Main Street. Evergreen trees are typically reserved for buffers (not in landscape strips); however, the applicant is attempting to screen the outdoor areas from the public right-of-way.

- The applicant submitted a trip generation memorandum (see table below), which estimates that the proposed restaurant with dog park will generate approximately six (6) AM Peak Hour trips and 78 PM Peak Hour trips.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The CZIM was held on May 11, 2022. There were a few public comments with questions and concerns over whether the business will have an alcohol license, safety for dogs given the busy intersection, and proximity to Fetch Dog Park on Maxwell Road.
- Julie Sellers (Attorney with Dillard & Sellers Attorneys at Law) came forward to speak on behalf of the applicant.
- Wendy Newman (with Cooper Holdings, Inc.) came forward to speak on behalf of the applicant.

City Council Discussion:

- Council Member Hipes shared that he is concerned with the safety of dogs at one of the busiest intersections in the City of Alpharetta. Further, he asked (in terms of Condition #9) whether a five (5) foot fence is a sufficient height for dogs within a dog park.
 - Manager Woodman shared that the part of Condition #9 that limits the fence to no more than five (5) feet in height was added by the Planning Commission. Further, Manager Woodman shared that he visited the City's Waggy World Dog Park, and the fencing there is a horse-style fence that is about five (5) feet tall. Additionally, Fetch Dog Park in Alpharetta has six (6) and eight (8) foot wooden privacy fencing around the perimeter, but only a four (4) foot fence between the parking lot and sports courts. Staff wanted to specify what the fencing would look like and the height size, in terms of visibility from Old Milton Parkway. The applicant did agree to Condition #9 at Planning Commission.
 - Wendy Newman shared that there is no magic number for the fence height, and most fences for dog parks are between five (5) and eight (8) feet tall.
- Mayor Gilvin asked about Condition #8 and the \$15,000 limit for the sculpture at the corner of Old Milton Parkway and South Main Street.
 - Manager Woodman shared that this condition was one of the applicant's requested condition changes and Planning Commission agreed to this condition. Since the applicant is paying for this public art feature, the applicant wanted to have some sort of cost limitation in place.
- Council Member Will shared that he is interested to know if this establishment will sell alcohol and asked the applicant about the number of dogs that will visit the dog park.
 - Wendy Newman says that their membership is only one part of their revenue model, and she hopes to have 1,000 memberships in the first year of business.

Off Leash will have technology to determine who is at the park at any moment, and they will also have a full alcohol license.

- Council Member Mitchell asked about the aesthetics of the exterior of the facility.
 - Wendy Newman shared that this location is the flagship location for Off Leash. She also shared that they can change the exterior of the location with what fits in with the style of Downtown Alpharetta (with cost limitations) and would be amenable to working with the Design Review Board.
- Council Member DeRito asked if dogs will be allowed in the restaurant.
 - Wendy Newman shared that dogs will not be allowed inside. There are three (3) activations at Off Leash. Guests can be in the dog park playing with their dog, sitting on the covered patio with their dog on a leash, or sitting inside the restaurant. Further, a membership is not required to visit. A membership is only required if you are going to bring your dog into the dog park area. Day passes are also available in lieu of a membership.
- Council Member DeRito asked the applicant why they believe this is a great location for this type of use.
 - Julie Sellers shared that the access to this area is not great, and the space has been undeveloped for some time. Bringing a park setting to the downtown core compliments the remainder of the downtown area.
- Mayor Gilvin asked if guests will be allowed to throw objects within the dog park while playing with their dog.
 - Julie Sellers shared that there not be toys or balls in the dog park.
- Council Member Mitchell asked about how Off Leash will handle aggressive dogs.
 - Wendy Newman shared that they have hired a company to train their staff on how to handle dogs, there will be a one-strike policy for poorly behaved dogs, they will have training videos on their website detailing how children should interact with dogs in the parks, they will require veterinarian records for each dog, and they have worked with an attorney who specializes in how to mitigate these types of situations on the front end when establishing this type of business.

Public Comments:

- Jessica Plette (11262 Musette Circle, Alpharetta, GA 30009) came forward to speak in opposition of this application.
 - Mayor Pro Tem Merkel offered a motion approve CU-22-05 / Off Leash / 142 South Main Street, subject to the following conditions:
 1. 'Recreational Facilities, Indoor and Outdoor' shall be added as a conditional use at 142 South Main Street and 125 Norcross Street and limited to no more than 3,600 square feet covered dog area and 0.73-acre outdoor dog park.

2. Conditional use approval shall be limited to Off Leash; no additional 'Recreational Facilities, Indoor and Outdoor' use or subleasing shall be permitted on the subject property.
3. 'Recreational Facilities, Indoor and Outdoor' shall be limited to an indoor and outdoor dog park with restaurant.
4. Hours of operation shall be limited to Sunday – Thursday 8:00 AM to 9:00 PM and Friday – Saturday 8:00 AM to 10:00 PM.
5. Site shall be developed substantially as depicted on the site plan prepared by Gaskins + Lecraw, dated 6/14/2022.
6. Building architecture and materials shall be developed in compliance with the Alpharetta Downtown Code and Downtown Consultant, subject to final approval by DRB. Building shall be 75% brick, as determined by the DRB.
7. Outdoor furniture (dining area and dog park) and play equipment with primary or bright colors shall be screened from the public right-of-way and shall require final approval by DRB.
8. Corner of South Main Street and Old Milton Parkway currently includes a 2,500 square foot open space with focal point feature archway and minimal landscaping. Applicant shall remove the existing archway and install a new focal point feature/sculpture, with final approval by the Cultural Arts Commission. The budget for the focal point feature/sculpture shall not exceed \$15,000. Applicant shall also install decorative landscaping in the open space. Property owner shall be responsible to maintain the corner open space and all improvements.
9. Landscape strip material shall be planted in front of any proposed fencing. Fencing visible from the public right-of-way shall be decorative black, metal fencing no more than 5' in height, with final approval by DRB.
10. Developer shall improve Old Milton Parkway streetscape with a minimum 4' planter planted with street trees (subject to approval by GDOT), minimum 8' sidewalk and decorative pedestrian lighting, as approved by Staff.
11. Developer shall improve Norcross Street streetscape with a minimum 4' planter planted with street trees, minimum 5' sidewalk and decorative pedestrian lighting, as approved by Staff.
12. Project entrance on South Main Street shall be landscaped with ornamental plantings, as approved by DRB.
13. Trees shall be saved as depicted on the tree protection plan prepared by Gaskins + Lecraw, dated 6/24/2022.
14. Dumpster enclosure shall consist of materials similar to those used on the building and gate shall be metal and opaque, as approved by DRB.
15. Buildings shall connect to the public sidewalk system.
16. Old Milton Parkway curb cut shall be removed prior to the issuance of a Certificate of Occupancy.
 - o Council Member Binder seconded the motion.

- Council Member Hipes offered a friendly amendment to the motion to change the language in Condition #9 from "metal fencing no more than 5' in height, with final approval by DRB." to "metal fencing no more than 6' in height, completely screened, with final approval by DRB."
 - Mayor Pro Tem Merkel accepted the friendly amendment but struck the addition of the language "completely screened."
- The motion was approved (5-2, with Council Members Mitchell and Will in opposition).
 - There was discussion during the motion about the following:
 - Julie Sellers (for the applicant) shared that the small dog park is for dogs that are thirty (30) pounds or less. Further, the applicant would be amenable to changing Condition #9 to a six (6) foot fence.
 - Mayor Pro Tem Merkel shared that the fire marshall will determine the capacity for guests. if a dog were to get out of the fenced areas, ultimately, this business is responsible for whatever happens.
 - Council Member Will shared that he cannot support this application because he does not believe it is safe or aesthetically pleasing.
 - Council Member Mitchell shared that he cannot support a 6-foot fence on Old Milton Parkway.
 - Council Member DeRito shared that he originally struggled with this application because of the safety factors but believes that this will be a good use for the City.
 - Mayor Gilvin shared that there is no perfect way to make sure that a dog does not escape a fenced area. This application will remove asphalt and activate the green space.

C. PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay District

Consideration of adding a Building Height definition within Unified Development Code Section 1.4 Definitions. An overlay for residential development located within the Meadowbrook Hills, Milton Estates and Stone Gate Manor subdivisions will also be considered as an addition to the Unified Development Code that includes regulations regarding replanting, streetscape requirements, and front façade requirements. These properties are legally described as being located in Land Lots 1178, 1179, 1180, 1197, 1198, 1199, 1250, 1251 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

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

- This item was considered at the 7/14/2022 Planning Commission meeting. There were 3 public comments with concerns over tree removal and ensuring that the City hears the resident's concerns. After discussion, Planning Commission recommended approval (5-0).
- Staff is recommending approval of text amendments to Unified Development Code (UDC) Section 1.4 Definitions to amend the definition of 'Building Height' and creating a new section Appendix B: Residential Overlay District to add regulations specific to the Meadow Brook Hills, Milton Estates and Stone Gate Manor subdivisions as it relates to lot and building standards and tree preservation.
- City Staff was contacted in early 2022 by residents of the Meadow Brook Hills, Milton Estates and Stone Gate Manor neighborhoods regarding negative impacts from the redevelopment of homes in their neighborhoods.
- In response, Staff hosted two (2) meetings on January 26th and February 8th to listen to the resident's concerns which were primarily centered around stormwater, flooding, tree removal and incompatible development (building height, architecture, massing, etc.). Staff prepared regulations addressing these concerns and presented them at a meeting on May 17th.
- After the public comment period, the regulations were further revised. The resulting text amendments include a new definition for 'Building Height', as well as Residential Overlay District regulations addressing lot and building standards (design standards, stormwater design requirements, land disturbance) and tree preservation.
- The proposed text amendments are attached hereto as "Exhibit A."

City Council Discussion:

- Council Member DeRito asked what impact these text amendments have on stormwater management for the City.
 - Director Cook shared that we did not previously require infiltration testing, so we have added additional requirements for new developments. This was added after the neighborhood meetings that took place earlier this year.
- Council Member DeRito asked if these amendments affect the property values?
 - Director Cook shared that staff believes that it enhances property values in that area because it is putting together what the streetscape would look like and protecting the streetscape.
- Mayor Pro Tem Merkel shared that only one developer in seven years has come forward and asked for a variance to the 20-foot driveway setback.

Public Comments:

- Michael Buchanan (135 Pebble Trail, Alpharetta, GA 30009) came forward to speak on creating additional protections for tree canopy and limiting clear-cutting of trees.
- Kenneth Kaplan (150 Pebble Trail, Alpharetta, GA 30009) came forward to speak on examples of trees that have been cut down in his neighborhood.
- John Norton (155 Shady Grove Lane, Alpharetta, GA 30009)

- Elaine Morgan (245 Meadow Drive, Alpharetta, GA 30009) came forward to speak on the elevation of lots adjacent to her property and drainage/runoff.
- Derek Gant (100 Shady Grove Lane, Alpharetta, GA 30009) came forward to speak about the loss of shade in his neighborhood and the tree ordinance and development.
- Jayden Richey (120 Shady Grove Lane, Alpharetta, GA 30009) came forward to speak on the lack of replanting.
- Jennifer Sheppard (Pebble Trail, Alpharetta, GA 30009) came forward to speak on the change in the streetscape.
- City Attorney, Molly Esswein, read the ordinance aloud.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin called for a brief recess at 9:57 p.m.
- Mayor Gilvin reconvened the City Council meeting at 10:05 p.m.

VII. NEW BUSINESS

A. Alpha Loop, RFP 22-123

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award RFP 22-123 to Integrated Construction and Nobility, Inc. for the construction of the Alpha Loop Extension Project in an amount not to exceed \$14,031,710.66, allocate funds in the amount of \$100,000.00 for utility relocations, allocate funds in the amount of \$575,000.00 for right-of-way/easement acquisitions, and approve Atkins North America, Inc.'s proposal for construction management, engineering, and inspections services in an amount not to exceed of \$530,877.08, and authorize the Mayor to execute all necessary documents.
- (RFP) 22-123 is for the construction of the Alpha Loop from its current end south of Old Milton Parkway and the Chelsea Walk Subdivision to Northwinds Parkway and the portion of Alpha Loop running through the Northwinds Summit development.
- The project will add approximately 4,920 feet (0.93 miles) of trail including an approximately 360' long bridge, an approximately 144' long tunnel under Westside Parkway, and connections to The Atley Subdivision, Westside Parkway, and Northwinds Parkway.
- ICAN is an experienced contractor that has worked on several projects with similar elements in Georgia for multiple government agencies, including Cherokee County, Clayton County, City of Dunwoody, and City of Roswell. Additionally, ICAN was awarded one of two contracts with the City of Alpharetta for On Call Park Trail Construction Services on June 3, 2019 and successfully completed the Big Creek Greenway extension from

Marconi Drive to Union Hill Park in May 2021. ICAN anticipates being able to mobilize and begin construction in September 2022.

- Right-of-way/easement acquisition costs in an estimated amount totaling \$575,000.
- On January 18, 2022, Atkins North America, Inc. was awarded a contract to provide the City project management services, including construction management and construction inspection services. At staff's direction, Atkins prepared a proposal for providing construction project management, inspection, and engineering services for the Big Creek Greenway Extension project. The proposed fee for these services is \$530,877.08, which is based on an estimated number of hours to be worked over an 18-month time frame (15 months for construction, 3 months for project punch list and closeout).

Public Comments:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award RFP 22-123 to Integrated Construction and Nobility, Inc. for the construction of the Alpha Loop Extension Project in an amount not to exceed \$14,031,710.66, allocate funds in the amount of \$100,000.00 for utility relocations, allocate funds in the amount of \$575,000.00 for right-of-way/easement acquisitions, and approve Atkins North America, Inc.'s proposal for construction management, engineering, and inspections services in an amount not to exceed of \$530,877.08, and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

B. Public Works Fleet Replacement – Bucket Truck

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the purchase of a 2022 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$141,908.
- The Public Works Department budgeted for a bucket truck to replace a 2003 F-550 standard cab bucket truck. This truck is used to assist with facilities, right of way, and traffic related issues.
- Unit #350 (2003 model year F-550 standard cab bucket truck) with 73,265 miles is currently out of service due to safety issues. Multiple hydraulic air hoses have dry rotted and need replacement. The versalift equipment that is currently on this bucket truck is difficult to maintain (limited parts availability and few qualified service technicians). Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.
- Approximate delivery time for this unit is April 2024, due to the current market situation and availability of materials.

City Council Discussion:

- Mayor Pro Tem Merkel shared that Public Works may want to consider purchasing a pre-owned vehicle to get the City by until the new vehicle is ready in April 2024.
- Mayor Gilvin shared that Public Works may want to consider leasing and/or purchasing a newer model than 2022 if we cannot get the vehicle until 2024.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the purchase of a new Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$141,908.
 - Mayor Pro Tem Merkel seconded the motion.
 - Council Member Will offered a friendly amendment to include language that would also allow for an option of purchasing a used truck now instead of waiting until 2024.
 - Council Member DeRito did not accept the friendly amendment.
 - The motion was approved (6-1, with Council Member Will in opposition).

VIII. WORKSHOP ITEMS

A. Performance Permit in Downtown Pocket Parks

- Cultural Arts Commissioners, Melody Cookson and Michael Barsky, came forward to present this item.
- The Cultural Arts Commission is recommending a six-month beta program for a Performance Permit in Downtown Pocket Parks throughout the City.
- This program would also allow local students and emerging artists (cirque, painters, chalk artists – not just musicians) to display their work in the City. This program would make use of the existing pocket parks that are underutilized and create parameters for the quality and the performance times for people wanting to show their artistry in Alpharetta.
- This program would allow artists to perform in four (4) locations within City Parks (Fountain Park near Nest Café, Milton Avenue by the Hamilton Hotel, the Park with the big tree where Food Truck Alley takes place, and the Fountain by La Casa Italian). This program also establishes a vetting and permitting process, restricts the hours for performances by requiring artists to select a time slot on sign-up genius, ensures performance dates do not conflict with other special events, and eliminates panhandling by using venmo or digital payment platforms.

City Council Discussion:

- Council Member Hipes asked how this program would enhance or detriment the City of Alpharetta.

- The Commissioners shared that this will help utilize some of our smaller parks and gives new opportunities for local artists. The only downside to this program is if it were to fail, but if it did fail, it would be because we did not do a good job in promoting it.
- Mayor Pro Tem Merkel shared that he has concerns of who is going to inspect whether the artists performing are permitted because there is a shortage of downtown law enforcement officers.
- Council Member Binder shared that he has been impressed with Recreation and Parks events but suggested that if we do allow this program as a six-month beta program, someone associated with this program should come back to City Council with an update after the first three months.
- Council Member Mitchell thanked the Commission for their work on this and shared that he is supportive of this program.

IX. BOARDS & COMMISSIONS APPOINTMENTS

A. Recreation Commission – Nomination of Derek Kaighin by Mayor Pro Tem Merkel

- Mayor Pro Tem Merkel announced his nomination of Derek Kaighin to serve on the Recreation Commission.
- Mayor Gilvin accepted Mayor Pro Tem Merkel's nomination and appointed Derek Kaighin to serve on the Recreation Commission.

X. PUBLIC COMMENT

- There were no public comments.

XI. REPORTS

- There were no reports.

XII. RECESS TO EXECUTIVE SESSION

A. Executive Session

- ❖ Council Member Binder offered a motion to recess to executive session.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 10:40p.m.

XIII. RECONVENE CITY COUNCIL MEETING

- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin reconvened the meeting at 10:49 p.m.

XIV. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.

- The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 10:50 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lauren Shapiro". The signature is written in a cursive, flowing style.

Lauren Shapiro, City Clerk

EXHIBIT A

1.4.2 Defined terms.

~~Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.~~

~~Building Height. The vertical distance between the "ground" and the level of the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, For the purpose of measuring building height, the "ground" level is the highest of the following three levels: curb level; established or mean street grade if no curb exists; or the average existing ground level adjoining the building if the building is setback more than 10 feet from the street line.~~

APPENDIX B. RESIDENTIAL OVERLAY DISTRICT – MEADOWBROOK HILLS, MILTON ESTATES, AND STONE GATE MANOR

Purpose

The purpose of the Residential Overlay District is to establish criteria to regulate “new development” defined as construction on vacant, underutilized, or reused parcels of land generally served by utilities and surrounded by existing development, including single-family homes including additions as defined in this section under “new development”.

The intent of the Residential Overlay District is to:

1. Maintain streetscape character while accommodating new residential development.
2. Address and mitigate the impacts of new development on stormwater management and loss of tree canopy within established residential areas and provide tree save incentives.
3. Provide options for parking on lots under construction in order to limit roadway parking.

Applicability

The provisions of this article are intended to regulate development within single-family residential areas and shall apply to all parcels designated “Residential Overlay District” on the official zoning map currently restricted to Stonegate Manor, Meadowbrook and Milton Estates. All development, including construction of new homes and/or applicable additions to homes as defined by this overlay, shall be in accordance with the provisions of the zoning ordinance and land development regulations, as well as this article. In the event of a conflict or inconsistency between the provisions of this article and any other provision of the Unified Development Code, this article shall govern the development of the property within the boundaries of the overlay.

The overlay applies to all New Development that includes one or more of the following:

1. Any development on vacant or unused lots
2. Redevelopment of more than one-third (1/3) of the existing or preexisting building footprint
3. An addition or accessory dwelling exceeding the lesser of 600 square feet or 20% of existing building footprint

Lot and Building Standards

- A. *Design Standards for New Development, as defined on the previous page.*
 1. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.
 2. Architectural Variety. Proposed residences within an established neighborhood must incorporate architectural variety to their front facade, ensuring housing style diversity.

Duplicative front facade elevations adjacent to each other are prohibited. Simple reverse configurations of the same facade elevation on adjacent lots are not sufficient to meet this requirement. In order to ensure architectural variety, three or more design elements per infill residence must be utilized:

- a. Different window opening locations and designs;
- b. Different roof line configurations;
- c. Different entry/porch designs;
- d. Different exterior materials and finishes;
- e. Different garage location, configuration, and design.

B. Stormwater design requirements (Previously adopted March 2022)

- 1. Soils infiltration testing prior to issuing any development permit required to install an infiltration practice for all development that adds between 1,000 SF and 5,000 SF of new impervious area. The soils infiltration testing will include:
 - a. infiltration rates
 - b. depth to water table
 - c. depth to bedrock.
- 2. Certification that the green infrastructure measure was installed as designed at the end of construction shall be required as well as a maintenance covenant be recorded with the property records office for all future homeowners.
- 3. Development that adds or replaces 5,000 SF of more of impervious area shall complete:
 - a. a full stormwater management study
 - b. soil testing
 - c. measure certification
 - d. recording of a maintenance covenant.

C. Land Disturbance

- 1. Silt Fencing shall be permitted to be set back from the existing roadway by up to 20' from the edge of pavement for the purpose of creating a gravel area to assist with sub parking as well as material drop off. This area shall be maintained to avoid tracking into the roadways.

-
Tree Preservation

To maintain and promote the public health, safety, and welfare, the city has established city-wide regulations governing the conservation, planting, and replacement of trees. Trees contribute to the community's quality of life, improve the visual quality of the city, assist with rainwater interception and infiltration, and increase property values. These overlay guidelines will apply above and beyond the City's Land Development Ordinance to address the specific challenges and conditions of tree preservation within the overlay's boundaries and provide additional incentives for saving existing trees.

A. Deviations from Unified Development Code.

- 1. Minimum Tree Density. Within the overlay district boundaries, all 'For-Sale' residential lots shall maintain a minimum tree density as described in section 3.2.7 of the Tree Ordinance by making reasonable efforts to incorporate existing trees on the property, especially within

-
- the streetscape. (Reasonable efforts shall include, but not be limited to, alternate building design, building and driveway location, stormwater BMP locations).
2. Rear Landscape Strip. Within the overlay district boundaries, all 'For-Sale' residential lots shall include a 10' undisturbed or replanted landscape strip along the rear property line.
 - a. If property includes stream buffers, floodplain, or other zoning buffers, this rear buffer location and width maybe shifted, removed or altered as approved by the city Arborist to accommodate alternate layouts.
 3. Additional Tree Credits. The City Arborist may authorize additional tree credits for trees preserved with an approved alternate design.
 - a. Specimen trees may receive a density credit of three times the inches as long as the encroachment into the critical root zone is below 20%. Trees of Quality and Tree Groupings may reduce recompense plantings. The reduction shall be calculated considering two times the inches of the Trees of Quality or Tree Groupings that are preserved as long as the encroachment into the critical root zone is below 20%.
 4. Tree Replanting. Replanted trees shall be native and ecologically compatible with the local environment and uptake or intercept stormwater.
 - a. It is desirable to plant at least 20% medium or large evergreens as specified in the tree list in the Guidance Document to enhance the interception of rainfall year-round.
 - b. Trees selected for minimum tree density plantings shall be water loving species, such as Red maple, Weeping willow, Black gum, River Birch, Bald Cypress, American Sycamore, Atlantic White Cedar, Alder, Sweetbay Magnolia or similar as approved by the City Arborist.,
 - c. Streetscape/Landscape strip trees shall be planted in the front yard along the road frontage within the 10' landscape strip. Alternative designs and locations may be considered where existing utilities conflict with these requirements.
 - d. Spacing and number of trees shall be calculated based upon the average canopy spread of the species selected, as outlined in the Arborist Guidance document, in relation to the linear length of property road frontage.
 - e. When tree spacing exceeds 30' OC, at least one ornamental tree shall be incorporated into the design and planted in the front yard.
 - f. In order to create/maintain street character shade trees selected for the streetscape shall be overstory canopy trees of the Quercus (oak), Acer (maple), Ulmus (elm), and Platanus (sycamore) genus or as approved by the City Arborist.



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: Off Leash

Contact Name: Megan Maziar

Telephone: 404-683-0116

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

No comments received

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

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

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

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

Signature of Authorized Agent: Megan Maziar

Date: 3/6/23

Print Form

18

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

VRE ALPHARETTA LLC
1211 S WHITE CHAPEL RD
GRAPEVINE TX 76092

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

MAINSTREET PORTFOLIO LLC
13913 TREE LOFT RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-1932

CITY OF ALPHARETTA
2 SOUTH MAIN ST # 19
ALPHARETTA GA 30004

DAVID ANDES REVOCABLE TRUST THE ET AL
201 ALLEN RD SUITE 300
ATLANTA GA 30328

NEW MAMMOTH DETAIL SALON INC
2145 OLD MILTON PKWY
ALPHARETTA GA 30004

TAYLOR HAROLD T
2165 OLD MILTON PKWY
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

ZAINA PROPERTIES LLC
314 KENT VALLEY CIR
TUCKER GA 30084

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

ARIEL HOLDINGS II
FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

ALPHARETTA BK VENTURE LLC
6400 POWERS FERRY RD STE 100
ATLANTA GA 30339

BUR ROG INC
P O BOX 3165
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

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: Lonnie Cooper Ventures, LLC

Telephone: (770) 955-1300

Address: 150 Interstate North Parkway

Suite: _____

City Atlanta

State: GA

Zip: 30339

Fax: _____

Mobile Tel: _____

Email: wendy@cooperholdingscorp.com

Subject Property Information:

Address: 142 South Main St & 125 Norcross St

Current Zoning: C-2

District: 1

Section: 2

Land Lot: 695

Parcel ID: 12 258406951 & 12 258406951110

Proposed Zoning: C-2

Current Use: Vacant Building

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

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☒ Other *(Specify):*

Change of Conditions

APPLICANT REQUEST AND INTENT

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

Off Leash - A vibrant new restaurant and state-of-the-art dog park facility with outdoor and indoor spaces for patrons to enjoy. Off Leash will be a community gathering space where families, friends and their pups can gather, play, and connect in laid-back luxury.

Applicant's Request (Please itemize the proposal):

Applicant is requesting a change to previous conditions of zoning to allow for the re-use of the existing building at 142 South Main Street rather than a redevelopment of the property.

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

Applicant would like to change previous conditions of zoning related to Off Leash, which is a restaurant with indoor and outdoor dog park. City Council approved a conditional use for Off Leash on the subject property on August 1, 2022. However, conditions of zoning tied the approval to a site plan depicting redevelopment of the property with a new building and indoor/outdoor dog park.

Recent below-grade site investigations have determined that the soils on the site are unsuitable for new construction without significant modification, and the extent of modifications that would be necessary to support new construction are cost-prohibitive. Additionally, the below-grade investigations found that the water table is too high to support a supplementary, below-grade, storm water detention system, further making new construction infeasible, in this case. Given these constraints, the business would like to re-use the existing building rather than redevelop the property.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Jamey Rogers (Bur-Rog, Inc.)

Telephone: 404-787-1568

Address: P.O. Box 642

Suite:

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

☐ Annexation

☐ Special Use

☐ Rezoning

☐ Conditional Use

☐ Variance

☐ Master Plan

☐ Land Use Application

☐ Change of Conditions

☒ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Lonnie Cooper Ventures, LLC

Telephone: (770) 955-1300

Address:

Suite:

City 150 Interstate North Parkway, Atlanta

State: GA

Zip: 30339

So Sworn and Attested:

Owner Signature:

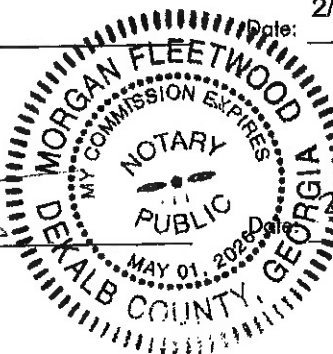
Jamey Rogers

Date: 2/16/2023

Notary:

Notary Signature:

Morgan Fleetwood



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: Lonnie Cooper Ventures, LLC

Subject Public Hearing Case: Off Leash - Change of Conditions

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: 0

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: Wendy Neuman

Date: 2-16-23

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: Off Leash - Change of Conditions

Contact Name: Meg Maziar

Telephone: (404)-683-0116

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

See Attached List

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

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

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

Applicant will provide contact information to the parties listed below, including e-mail and phone number. If there is sufficient interest, applicant will host a separate community meeting.

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

VRE ALPHARETTA LLC
1211 S WHITE CHAPEL RD
GRAPEVINE TX 76092

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

MAINSTREET PORTFOLIO LLC
13913 TREE LOFT RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-1932

CITY OF ALPHARETTA
2 SOUTH MAIN ST # 19
ALPHARETTA GA 30004

DAVID ANDES REVOCABLE TRUST THE ET AL
201 ALLEN RD SUITE 300
ATLANTA GA 30328

NEW MAMMOTH DETAIL SALON INC
2145 OLD MILTON PKWY
ALPHARETTA GA 30004

TAYLOR HAROLD T
2165 OLD MILTON PKWY
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC
2300 BETHELVIEW RD STE 110-329
CUMMING GA 30040

ZAINA PROPERTIES LLC
314 KENT VALLEY CIR
TUCKER GA 30084

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

ARIEL HOLDINGS II
FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

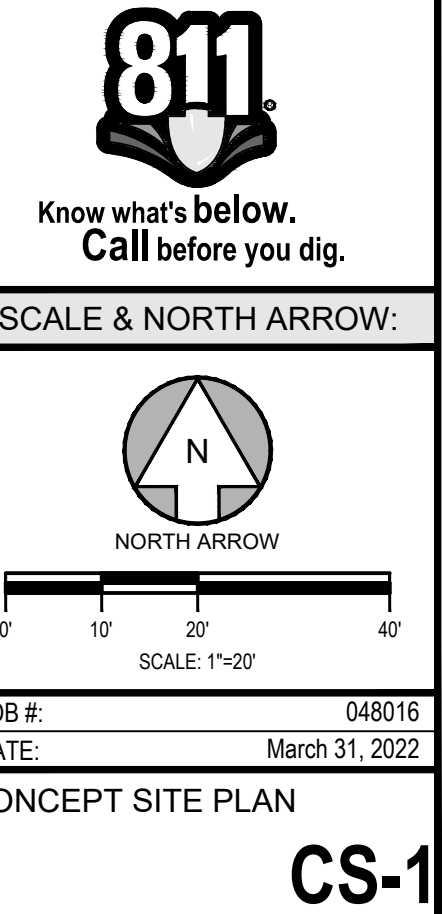
CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

ALPHARETTA BK VENTURE LLC
6400 POWERS FERRY RD STE 100
ATLANTA GA 30339

BUR ROG INC
P O BOX 3165
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC
P O BOX 32018
LAKELAND FL 33802-2018

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009



Letter of Intent and Impact Analysis

City of Alpharetta
Change to Conditions Application

Applicant:

Lonnie Cooper Ventures
150 Interstate North Parkway
Atlanta, GA 30339

Property:

142 South Main Street
125 Norcross Street
Alpharetta, GA 30009

Parcel ID Numbers:

12 258406951102
12 258406951110

I. Introduction

Applicant, Lonnie Cooper Ventures, is requesting a change to previous conditions of zoning related to Off Leash, a luxury indoor and outdoor dog park with a full service restaurant. On August 1st, 2022, City Council issued a special use permit for Off Leash for the property located at 142 South Main Street and 125 Norcross Street. However, conditions of zoning tied the approval to a site plan that depicted redevelopment of the property with the current building on the property being removed, a new building being erected, and a dog park being added.

Unfortunately, recent below-grade site investigations have determined that the soils on the site are unsuitable for new construction without significant modification, and the extent of modifications that would be necessary to support new construction are cost-prohibitive. Additionally, the below-grade investigations found that the water table is too high to support a supplementary, below-grade, storm water detention system, further making new construction infeasible, in this case. Given these constraints, the business would like to change previous conditions of zoning to allow for the re-use of the existing building on the property rather than a redevelopment of the property.

II. Impact Analysis

The Applicant satisfies all the criteria for a Conditional Use Permit as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.2.3(B) and 2.2(a) to allow for an outdoor recreational facility.

Section 4.2.3(B)—Conditional Use Standards

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

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

Vehicular access into and out of the Property will utilize existing curb cuts. Off Leash anticipates guests will walk from residential communities in the Downtown core. The sidewalks will provide pedestrian access to the dog park area.

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

Refuse areas, loading and service areas are provided on site for Off Leash. Additionally, adequate parking has been provided on site with 51 spaces for the dog park and restaurant.

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

The dog park use will not have a negative impact on the surrounding neighborhood. In fact, Off Leash will be a benefit to the surrounding area by transforming an underutilized vacant building into a new restaurant and outdoor amenity for Alpharetta residents and guests.

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

Neither local nor state expenditures will be increased beyond current projections in order to maintain and service Off Leash. The proposed restaurant and dog park are consistent with the development patterns in the surrounding downtown area.

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

Off Leash will not impede normal development in the surrounding area. Applicant's proposal is consistent with the surrounding mixture of development and land uses recommended in Horizon 2040. The addition of Off Leash will complement the surrounding commercial, residential and civic uses and support the development of locally owned, unique dining and entertainment opportunities.

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

The development of Off Leash is consistent with a desirable pattern of development for the city and fulfills several Horizon 2040 policies. Off Leash helps maintain a highly viable, growing and attractive downtown and promotes infill of vacant retail space with a compatible use and amenity that will enhance the synergy within the downtown area. Additionally, Off Leash will enhance the quality of life for residents by adding a new park in the City.

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

Off Leash is a unique concept. There are no other restaurant-dog park concepts in the downtown area. Off Leash is consistent with the desired pattern of repurposing vacant buildings and pedestrian-oriented growth demonstrated in Horizon 2040 and the Downtown Master Plan.

Section 2.2(a)—Conditional Use Review Criteria

When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

1) Site design.

Off Leash will redesign an existing, vacant building into a vibrant restaurant and outdoor dog park. The building will be renovated inside and out to reflect the downtown design requirements and high aesthetic standards. By creating a dog park, the site design further supports the goal of Alpharetta to encourage safe green space and park areas for residents and guests.

2) Property access.

Off Leash has been designed to provide adequate vehicular and pedestrian access and connectivity to the Property.

3) Hours of operation of the business.

Off Leash will operate Sunday – Thursday 8 a.m. until 9 p.m. and open until 10 p.m. on Friday and Saturday.

4) Vehicular trips generated by the use.

Off Leash anticipates many members and guest will be pedestrians. The trip generation report enclosed summarizes the PM peak trips as 26.

5) Impact of the use on surrounding properties.

The proposed dog park use is compatible with surrounding properties and is a complementary component to the mixture of uses in downtown. Off Leash promotes a unique restaurant concept and provides additional outdoor greenspace in downtown.

6) Impact of the use on the natural features of the site.

Off Leash will have no negative impacts on the natural features of the site.

7) Separation from similar uses and conflicting uses.

There are no uses in the area that would conflict with Off Leash.

III. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City approve the foregoing requests as submitted. The Applicant's required constitutional and ante litem notice is attached hereto at Exhibit "A".

If there are any questions about these requests, please feel free to contact me at 404-683-0116 or meg@lcoopventures.com. Thank you.

Sincerely,
Lonnie Cooper Ventures



Meg Maziar
Director of Marketing, Lonnie Cooper Ventures

To find the point of beginning, commence at a point formed by the intersection of the northerly right of way of Maddox Street (having a variable right of way, and the easterly right of way of South Main Street (having a variable right of way) if the right of ways were extended to form a point:

THENCE from said point North 34 degrees 59 minutes 34 seconds East for a distance of 63.14 to a point, and The Point of Beginning.

THENCE from said Point of Beginning and continuing along said easterly right of way of South Main Street for the following coils and distances North 34 degrees 59 minutes 34 seconds East for a distance of 105.47 feet to a point;
THENCE North 34 degrees 59 minutes 32 seconds East for

THENCE leaving the easterly said right of way of South Main Street South 54 degrees 28 minutes 47 seconds East for a distance of 124.41 feet to a point;

THENCE North 35 degrees 34 minutes 45 seconds East for distance of 101.25 feet to a iron pin found;

THENCE South 87 degrees 33 minutes 50 seconds East for distance of 73.04 feet to a point; on the westerly right of way of Niagara Street (being a 50' right of way)

THENCE along said westerly right of way of Norcross Street for the following calls and distances South 08 degrees 44 minute 28 seconds East for a distance of 42.84 feet to a point; THENCE South 17 degrees 42 minutes 40 seconds East for

THENCE along a curve to the left having a radius of 413.9 feet and an arc length of 121.44 feet, being subtended by a chord of South 27 degrees 27 minutes 33 seconds East for a distance

THENCE leaving said right of way of Norcross Street South 69 degrees 06 minutes 29 seconds West for a distance of 220.01 feet to a point;

THENCE North 87 degrees 20 minutes 31 seconds West for distance of 22.51 feet to a point;

THENCE North 83 degrees 00 minutes 56 seconds West for distance of 7.38 feet to a point;

THENCE along the northerly right of way of said Maddox Street;

THENCE North 26 degrees 51 minutes 15 seconds West for distance of 65.17 feet to a point, and The Point of Beginning.

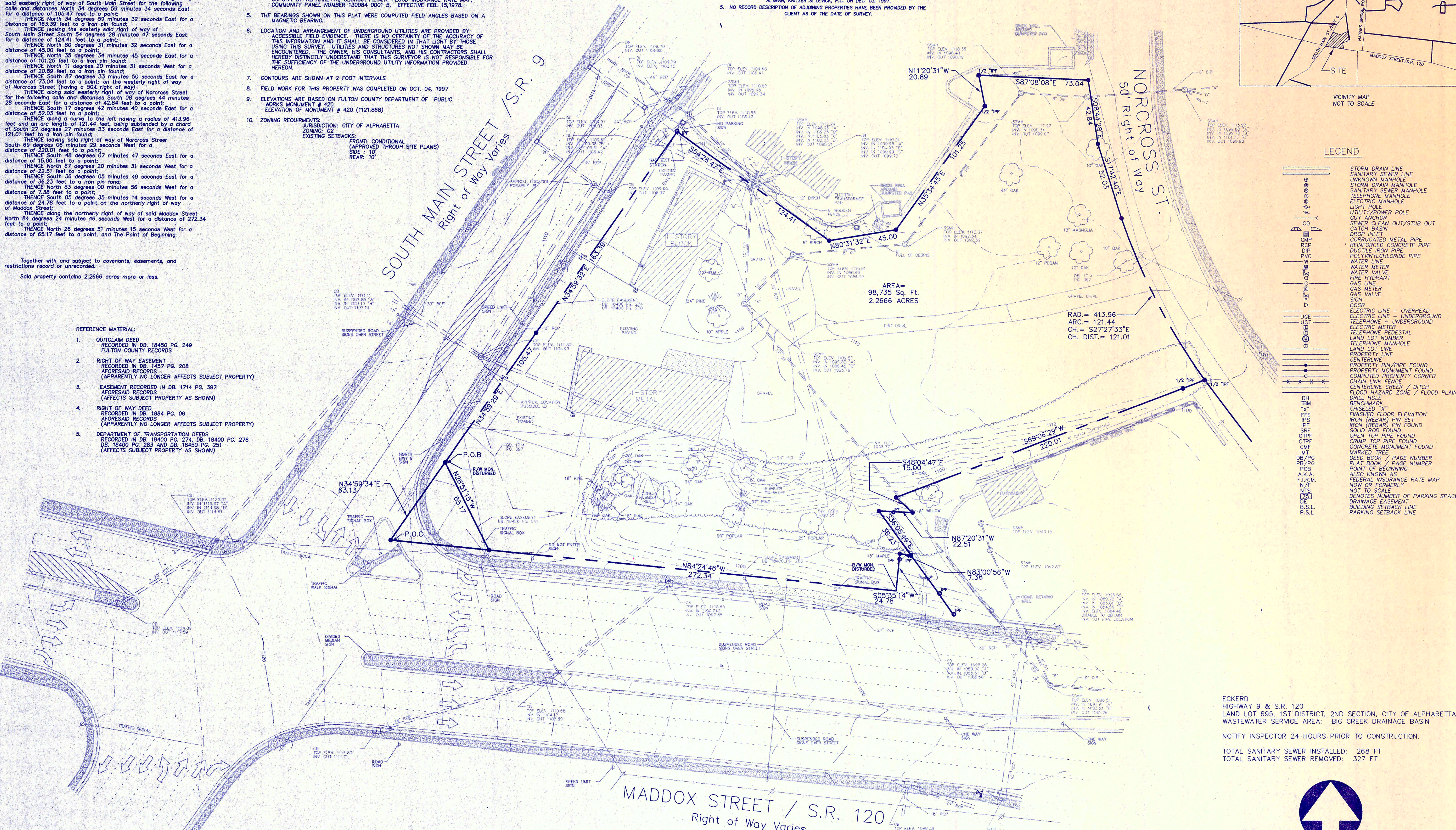
Sold property contains 2.2666 acres more or less.

1. QUILTAM DEED
RECORDED IN DB 18450 PG. 249
MULTI-TOWN COUNTY RECORDS
2. RIGHT OF WAY EASEMENT
RECORDED IN DB 1457 PG. 208
AFORSAD RECORDS
(APPARENTLY NO LONGER AFFECTS SUBJECT PROPERTY)
3. EASEMENT RECORDED IN DB. 1714 PG. 397
AFORSAD RECORDS
(AFFECTS SUBJECT PROPERTY AS SHOWN)
4. RIGHT OF WAY DEED
RECORDED IN DB 1884 PG. 08
AFORSAD RECORDS
(APPARENTLY NO LONGER AFFECTS SUBJECT PROPERTY)
5. DEPARTMENT OF TRANSPORTATION DEEDS
RECORDED IN DB. 18400 PG. 274, DB. 18400 PG. 278
DB. 18400 PG. 283
(AFFECTS SUBJECT PROPERTY AS SHOWN)

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 125 FEET AND AN ANGLE OF 5.3° PER ANGLE, AND WAS ADJUSTED USING THE COMPASS RULE ADJUSTMENT.
2. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A SOKKIA SET 3100 TOTAL STATION.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,556,951 FEET.
4. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD PRONE AREA AS SHOWN ON THE MAP OF ALPHARETTA, ALABAMA, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 130004 0001 B, EFFECTIVE FEB. 15, 1978.
5. THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED FIELD ANGLES BASED ON A MAGNETIC BEARING.
6. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY AVAILABLE FIELD EVIDENCE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. THE SURVEYOR'S SUGGESTION OF SUBSURFACE UTILITIES ENCOUNTERED. THE OWNER, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.
7. CONTOURS ARE SHOWN AT 2 FOOT INTERVALS
8. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON OCT. 04, 1997
9. ELEVATIONS ARE BASED ON FULTON COUNTY DEPARTMENT OF PUBLIC WORKS MONUMENT # 420
ELEVATION OF MONUMENT # 420 (1121.866)

ZONING: C2
EXISTING SETBACKS:
FRONT: CONDITIONAL
(APPROVED THROUGH SITE PLANS)
SIDE : 10'
REAR: 10'

1. THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS AS SHOWN, AND ANY RIGHTS-OF-WAY AND EASEMENTS NOT SHOWN, RECORDED AND UNRECORDED.
2. THE RECORD OWNER OF THE RECORD PROPERTY AS OF THE DATE OF THIS SURVEY IS
BLUR ROG, INC.
3. SUBJECT PROPERTY HAS ACCESS TO THE PREVIOUSLY DEDICATED RIGHT-OF-WAY OF
SOUTH MAIN STREET (AKA HWY 9) & NORCROSS ST.
4. TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE
COMPANY, TITLE COMMITMENT NUMBER, 1308, DATED OCT. 07, 1997, RECEIVED FROM
ALTMAN, JAMES & ASSOCIATES, INC.
5. NO RECORD DESCRIPTION OF ADJOINING PROPERTIES HAVE BEEN PROVIDED BY THE
CLIENT AS OF THE DATE OF SURVEY.



STORM DRAIN LINE
 SANITARY SEWER LINE
 UNDERGROUND MANHOLE
 STORM DRAIN MANHOLE
 SANITARY SEWER MANHOLE
 TELEPHONE MANHOLE
 ELECTRIC MANHOLE
 LIGHT POLE
 UTILITY/POWER POLE
 GUY ANCHOR
 SEWER CLEAN OUT/STUB OUT
 CATCH BASIN
 DRAIN INLET
 CORRUGATED METAL PIPE
 REINFORCED CONCRETE PIPE
 DUCTILE IRON PIPE
 POLYVINYLCHLORIDE PIPE
 WATER LINE
 WATER METER
 WATER VALVE
 FIRE HYDRANT
 GAS LINE
 GAS METER
 GAS VALVE
 SIGN
 DOOR
 ELECTRIC LINE - OVERHEAD
 ELECTRIC LINE - UNDERGROUND
 TELEPHONE - UNDERGROUND
 ELECTRIC METER
 TELEPHONE PEDESTAL
 LAND LOT NUMBER
 TELEPHONE MANHOLE
 LAND LOT LINE
 PROPERTY LINE
 CENTERLINE
 PROPERTY PIN/PIPE FOUND
 PROPERTY MONUMENT FOUND
 COMPUTED PROPERTY CORNER
 LAND LOT FENCE
 CENTERLINE CREEK / DITCH
 FLOOD HAZARD ZONE / FLOOD PLAIN
 DRILL HOLE
 BENCHMARK
 CHISELED "X"
 FINISHED FLOOR ELEVATION
 IRON (REBAR) PIN SET
 IRON (REBAR) PIN FOUND
 SOFT ROD FOUND
 OPEN TOP PIPE FOUND
 CRIMP TOP PIPE FOUND
 CONCRETE MONUMENT FOUND
 MARKED TREE
 DEED BOOK / PAGE NUMBER
 PLAT BOOK / PAGE NUMBER
 POINT OF BEGINNING
 ALSO KNOWN AS
 FEDERAL INDEMNITY RATE MAP
 NOW OR FORMERLY
 NO SCALE
 DENOTES NUMBER OF PARKING SPACES
 DRAINAGE EASEMENT
 BUNG SETBACK LINE
 PARKING SETBACK LINE

NO.	DATE
-----	------

DATE: 2/9/98

COPYRIGHT © 1997 BY LRE ENGINEERING, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF LRE ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT SPECIFIED HEREIN. IT IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, IN WHOLE OR IN PART, EXCEPT BY EXPRESSED WRITTEN AGREEMENT WITH LRE ENGINEERING, INC.

LOKLEID
HIGHWAY 9 & S.R. 120

THE SEMBLER COMPANY
ELEVEN PIEDMONT CENTER 3495 PIEDMONT ROAD
ATLANTA, GEORGIA 30305

CURE ENGINEERING, INC.

475 Peachtree St. N.E., Suite 220
Atlanta, Georgia 30309
tel: (404) 888-8800
fax: (404) 876-7797

TPF

engineering, inc.

C-2

0

NOT ISSUED FOR CONSTRUCTION



Real Estate

View Bill

View bill image

As of	3/8/2022
Bill Year	2021
Bill	2106267
Owner	BUR ROG INC
Parcel ID	12 -2584-0695-110-2

[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	\$3,301.65	\$3,301.65	\$0.00	\$0.00	\$0.00
TOTAL		\$3,301.65	\$3,301.65	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.

open-alpharetta.opendata.arcgis.com/datasets/code-enforcement/explore?location=34.063093%2C-84.273100%2C13.91&showTable=true

Filters
Code Enforcement

Filters Styling

Filter all map layers

Location
142 South Main Street
No results

Select attribute filters (0)

- Type Description 3 values
- Number 69 values
- Tag 31 values
- Status Code 1 values
- Assigned To 2 values

Showing 25 of 91 rows

Type Description	Number	Tag	Status Code	Assigned To	Initiated Date	Location	Reference I
Code Enforcement-Co...	CE170033	Accessory Structures	OPEN		3/30/2017, 3:01 PM	12720 Bethany Road	11175
Code Enforcement-Trees	CE190025	Stop Work Order - Trees	OPEN		2/25/2019, 4:12 PM	1825 Mayfield Road	27978
Code Enforcement-Co...	CE190036	Business vehicle in residentia...	OPEN		3/11/2019, 2:51 PM	11170 Wittenridge Drive	28338
Code Enforcement-Co...	CE190043	Business vehicles in resident...	OPEN		4/2/2019, 3:02 PM	10585 Kingsmark Trail	28899
Code Enforcement-Co...	CE190099	Structural Issues	OPEN		9/5/2019, 3:35 PM	44 Birch Hill Drive	32366
Code Enforcement-Co...	CE190100	Drainage Violation	OPEN		9/5/2019, 4:01 PM	160 North Main Street	32367
Code Enforcement-Co...	CE190107	Stop Work Order	OPEN		9/27/2019, 1:01 PM	10580 Tuxford Drive	32800
Code Enforcement-Co...	CE190108	Stop Work Order	OPEN		9/27/2019, 1:09 PM	1230 Tuscany Court	32801
Code Enforcement-Co...	CE200004	Stop Work Order	OPEN		1/14/2020, 3:44 PM	1565 Highview Pines Pass	34799
Code Enforcement-Co...	CE200011	Stop Work Order	OPEN		2/7/2020, 11:38 AM	710 Tate Drive	35283
Code Enforcement-Co...	CE200065	Deck in a State of Disrepair	OPEN	BESMITH	4/7/2020, 2:03 PM	1430 Hillcrest Heights	36677
Code Enforcement-Co...	CE200074	R/W trashcan overflowing	OPEN		4/9/2020, 3:09 PM	762 North Main Street	36739
Code Enforcement-Co...	CE200084	Complaint	OPEN	BSCROEDER	5/6/2020, 3:55 PM	194 Mayfield Circle	37241
Code Enforcement-Co...	CE200097	STOP WORK ORDER, High G...	OPEN		5/27/2020, 3:18 PM	1031 Colony Drive	37632
Code Enforcement-Trees	CE200110	Stop work order	OPEN		6/4/2020, 12:13 PM	4650 Lakeway Place	37806
Code Enforcement-Co...	CE200130	Stop Work Order	OPEN		6/29/2020, 7:57 AM	645 Brook Landing Court	38319
Code Enforcement-Co...	CE200131	Stop Work Order	OPEN		6/29/2020, 8:56 AM	11595 Vista Forest Drive	38324

Type here to search

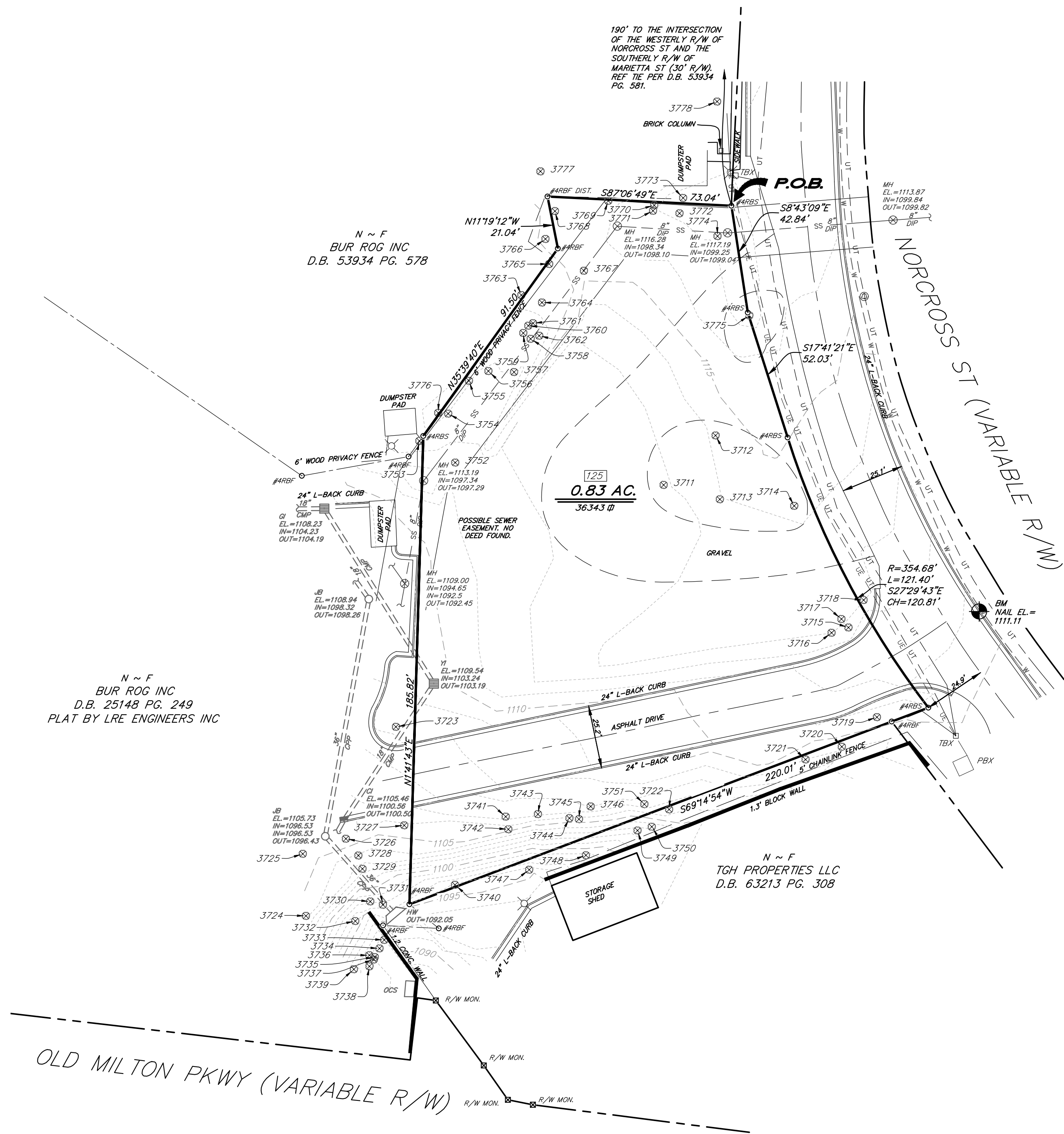
Rain off and on 11:33 AM 1/8/2022

IMAGES: S:\BND\FULTON\01\UT_0605\OFF-LEASH ALPHARETTA\RESEARCH\FULTON_GS.M

XREFS:

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

125 NORCROSS ST. - TREE INVENTORY & ASSESSMENT		
TAG NO.	DBH (IN)	TYPE
3711	21	PECAN
3712	21	MAGNOLIA
3713	27.5	WATER OAK
3714	33	WATER OAK
3715	17.5	MIMOSA
3716	7.5	RED OAK
3717	4.5	WATER OAK
3718	4.5	CHERRY
3719	28.5	PINE
3720	13	PINE
3721	15.5	PINE
3722	13.5	PINE
3723	13.5	SHUMARD OAK
3724	13.5	RIVER BIRCH
3725	19.5	RIVER BIRCH
3726	22.5	WATER OAK
3727	20.5	SHUMARD OAK
3728	9	PECAN
3729	8	PEAR
3730	5.5	ELM
3731	4.5	ELM
3732	4	CHERRY
3733	10.5	BLACK WILLOW
3734	9	BLACK WILLOW
3735	11.5	BLACK WILLOW
3736	9	SYCAMORE
3737	12	BLACK WILLOW
3738	5	SYCAMORE
3739	8	ELM
3740	13.5	WATER OAK
3741	6	ELM
3742	6	ELM
3743	25.5	BOXELDER
3744	6	WATER OAK
3745	9	PECAN
3746	17	PECAN
3747	11.5	BOX ELDER
3748	15	PINE
3749	8.5	PINE
3750	8	PINE
3751	15	MIMOSA
3752	11	PEAR
3753	6	WATER OAK
3754	25.5	WATER OAK
3755	11	CHERRY
3756	13.5	PINE
3757	9	PINE
3758	6.5	PEAR
3759	4	PEAR
3760	4.5	PEAR
3761	4	PEAR
3762	5	PEAR
3763	15	MAGNOLIA
3764	4.5	PEAR
3765	10	CHERRY
3766	14	PINE
3767	13	PINE
3768	14	PINE
3769	18	PEAR
3770	8.5	CHERRY
3771	5	PEAR
3772	13.5	PINE
3773	23	WATER OAK
3774	13.5	PINE
3775	18	ELM
3776	11	MAGNOLIA
3777	23.5	PEAR
3778	14	MAPLE



SURVEYOR REFERENCES:
D.B. 25148 PG. 249
D.B. 53934 PG. 578
D.B. 63213, PG. 308

CURRENT OWNER
BUR ROG INC
D.B. 51078, PG. 59

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83.
VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION
OF THE STARTING POINTS FOR THIS SURVEY
WERE OBTAINED UTILIZING A TRIMBLE 5800
GPS RECEIVER WITH A TRIMBLE TSC2 DATA
COLLECTOR RECEIVING RTK CORRECTIONS VIA
A CELL PHONE FROM THE EGPS SOLUTIONS
REAL TIME NETWORK. THE TECHNIQUE USED
WAS RTK CORRECTED MEASUREMENTS FROM
THE TRIMBLE VRS REAL TIME NETWORK
OPERATED BY EGPS SOLUTIONS, INC. THE
RELATIVE POSITIONAL ACCURACY OBTAINED
ON THE POINTS UTILIZED IN THIS SURVEY
WERE 0.04 FT. HORIZONTAL AND 0.07 FT.
VERTICAL AT THE 95% CONFIDENCE LEVEL.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT
PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY.
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS,
PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT
VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED
AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES
STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY
THIRD PARTIES IS AT THEIR OWN RISK.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD
PLAIN AND IS IN ZONE X, ACCORDING TO F.E.M.A. (F.I.A.)
COMMUNITY NUMBER # 130084, MAP NUMBER
13121C0058F DATED 09/18/2013.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE
METER ; LINEAR PRECISION OF TRAVERSE : 1/49580 ; ANGULAR ERROR: 04" PER POINT. THE TRAVERSE WAS
ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/1782907. MATTERS OF TITLE ARE EXCEPTED.

30 0 30 60
SCALE IN FEET

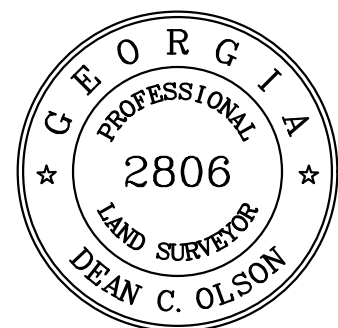
DRAWN BY: CAM
CHECKED BY: DCO
FILE: S:\BND\FULTON\...
FIELD DATE: 03/21/2021
OFFICE DATE: 03/31/2021
SCALE: 1"=30'
REVISIONS

Gaskins
ENGINEERING SURVEYING PLANNING CONSULTING CONSTRUCTION MGMT
www.gscsurvey.com LSF# 789

Marietta Office 1266 Powder Springs Rd Marietta, GA 30064 Phone: (770) 424-7168	Canton Office 147 Reinhardt College Hwy Soc 3 Canton, GA 30114 Phone: (770) 479-9698
Lawrenceville Office 558 Old Norcross Rd Ste. 204 Lawrenceville, GA 30046 Phone: (770) 299-1005	Newman Office 4046 Ga. Hwy 154, Ste. 109 Newman, GA 30265 Phone: (770) 424-7168

BOUNDARY RETRACEMENT AND
TOPOGRAPHIC SURVEY FOR
OFF-LEASH
125 NORCROSS ST.

LOCATED IN L.L. 695
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GA.



Dean C. Olson 03-31-22
DATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT
SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES.
THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH
CREATED THE PARCEL OR PARCELS ARE STATED HEREON. **RECORDATION OF THIS PLAT DOES NOT
IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.**
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE
MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES
AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND
LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-67.

Drawing name: S:\BND\FULTON\01\UT_0605\OFF-LEASH ALPHARETTA\DWG\OFF-LEASH BND.dwg Printed on: Mar 31, 2022 at 8:44am Printed By: crows



SPECIMEN TREE REPORT

FOR

OFF-LEASH ALPHARETTA

LOCATION:
125 NORCROSS ST.
ALPHARETTA, GA

PREPARED BY
JULIA B. SCHIEBEL, RLA
CERTIFIED ARBORIST
ISA NUMBER SO-5445A

DATE: 3-17-22
FIELD SURVEY DATE: 3-15-22



1266 Powder Springs Road, Marietta, Georgia 30064
Phone: (770) 424-7168 Fax: (770) 424-7593

TREE NO. 3712
Magnolia grandiflora
21" cal. Southern Magnolia

Tree Data:

LOCATION:

grassed island, gravel drive near Norcross St.

FOLIAGE:

thinning crown, heavy vines

STRUCTURE:

overall poor structure, asymmetrical, topped

TRUNK:

Covered by vines, cavity with woundwood but decay developing

ROOTS:

Poor root flare, Compacted critical root zone

BARK:

possible damage to bark due to heavy vines, moss and lichens

DECAY/DISEASE/PESTS:

extensive vine growth

COMMENTS:

Not specimen quality



TREE NO. 3713
Quercus nigra
27.5" cal. Water Oak

Tree Data:

LOCATION:

grassed island, gravel drive near Norcross St.

FOLIAGE:

dead/broken limbs, one dead limb with sap rot, mistletoe in crown

STRUCTURE:

Asymmetrical crown, trunk leans

TRUNK:

Appears to be normal, good condition, typical for species.

ROOTS:

Large girdled roots, compacted CRZ

BARK:

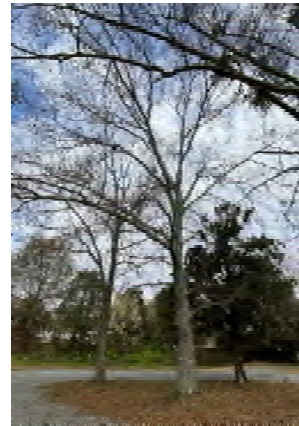
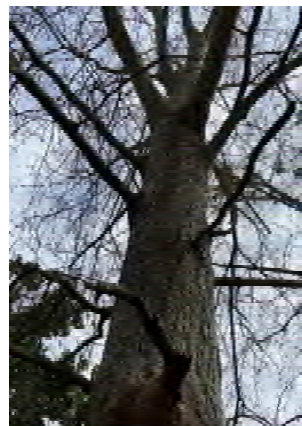
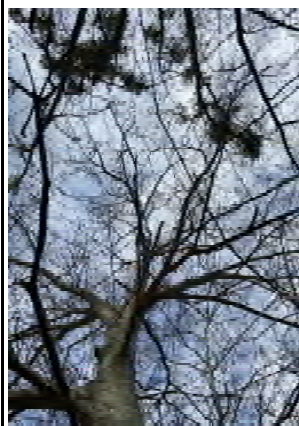
Appears to be normal, good condition, typical for species.

DECAY/DISEASE/PESTS:

Mistletoe in crown

COMMENTS:

Not specimen quality



<u>TREE NO. 3714</u> <i>Quercus nigra</i> 33" cal. Water Oak	
<u>Tree Data:</u> <u>LOCATION:</u> grassed island, gravel drive near Norcross St.	
<u>FOLIAGE:</u> dead/broken limbs, mistletoe in crown, epicormic shoots	
<u>STRUCTURE:</u> Asymmetrical crown, trunk leans. Apparent torsion load on trunk. Several large lower limbs removed, improper pruning	
<u>TRUNK:</u> Appears to be normal, good condition, typical for species.	
<u>ROOTS:</u> Compacted critical root zone.	
<u>BARK:</u> Appears to be normal, good condition, typical for species.	
<u>DECAY/DISEASE/PESTS:</u> Mistletoe in crown	
<u>COMMENTS:</u> Not specimen quality	
	

<u>TREE NO. 3743</u> Acer negundo 25.5" cal. Boxelder
<u>Tree Data:</u> <u>LOCATION:</u> along southern boundary of site
<u>FOLIAGE:</u> Thinning crown with dead/broken limbs, vines growing into crown
<u>STRUCTURE:</u> Poor structure, multi-trunk with low split
<u>TRUNK:</u> Vines. Wounds, scars where limbs were removed
<u>ROOTS:</u> Good root flare
<u>BARK:</u> Appears to be normal, typical for species.
<u>DECAY/DISEASE/PESTS:</u> Vines
<u>COMMENTS:</u> Not specimen quality
   

TREE NO. 3754
Quercus nigra
25.5" cal. Water Oak

Tree Data:

LOCATION:

Northwestern boundary of site, at fence line

FOLIAGE:

dead/broken limbs, lower limbs pruned

STRUCTURE:

Normal, appears typical for species.

TRUNK:

growing into fence

ROOTS:

Severely girdled roots, Compacted critical root zone.

BARK:

Appears to be normal, good condition, typical for species.

DECAY/DISEASE/PESTS:

none evident

COMMENTS:

Not specimen quality





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.



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

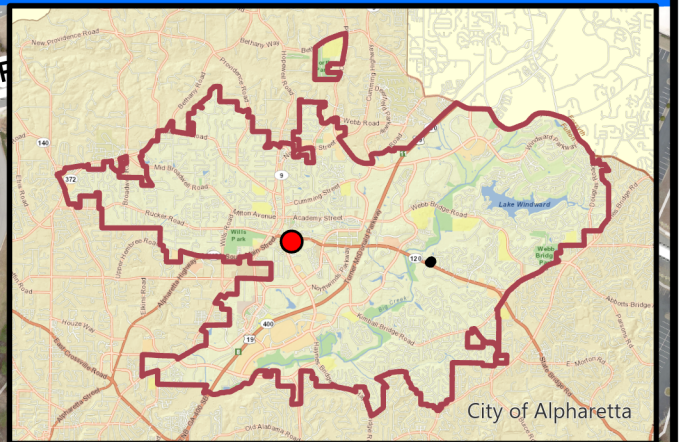
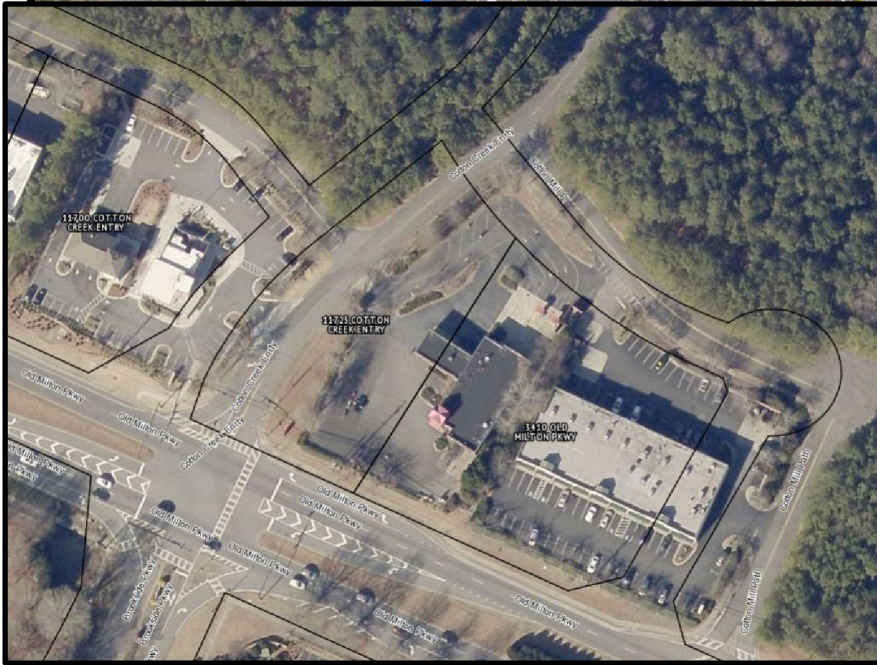
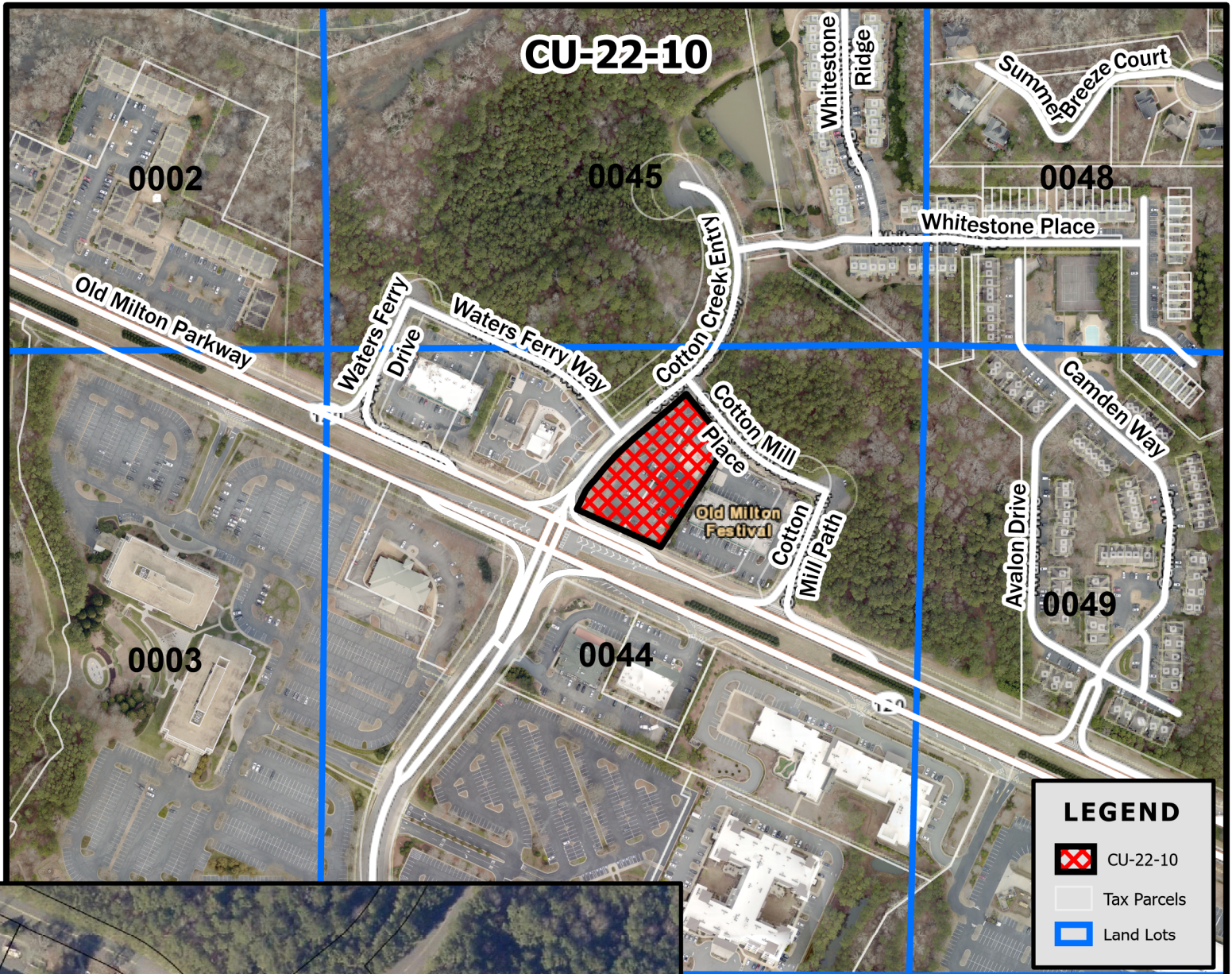
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no public comments have been received other than the questions at the October 12, 2022 Community Zoning Information Meeting (CZIM).

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

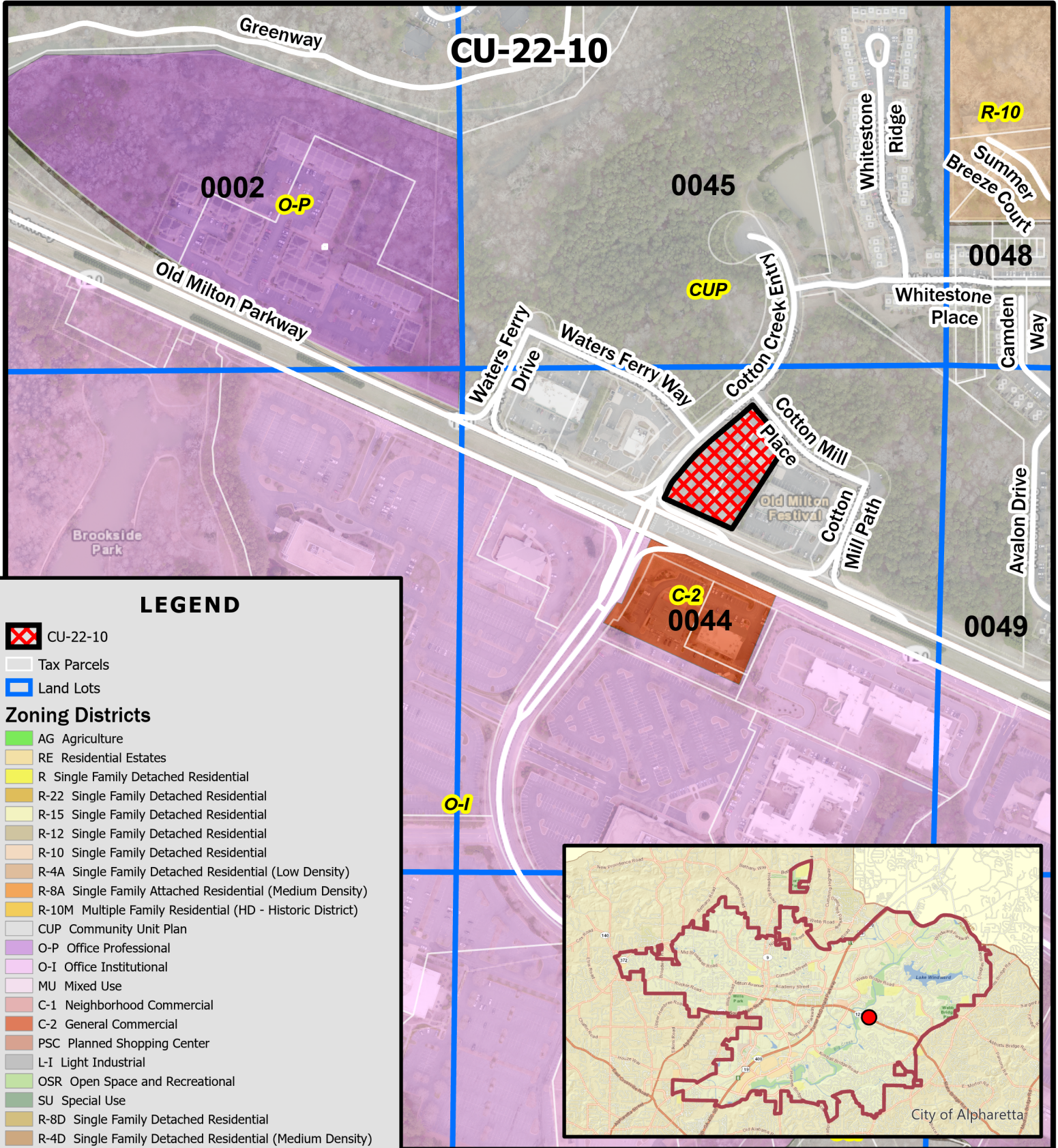


CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22



Aerial Map **Foamworks** **11725 Cotton Creek Entry**

Location Map Provided by:
Community Development - GIS



LEGEND



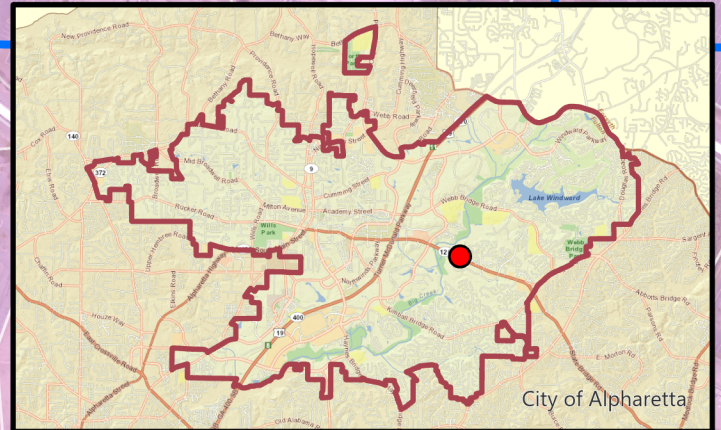
CU-22-10

Tax Parcels

Land Lots

Zoning Districts

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



Zoning Map Foamworks

11725 Cotton Creek Entry

CU-22-10

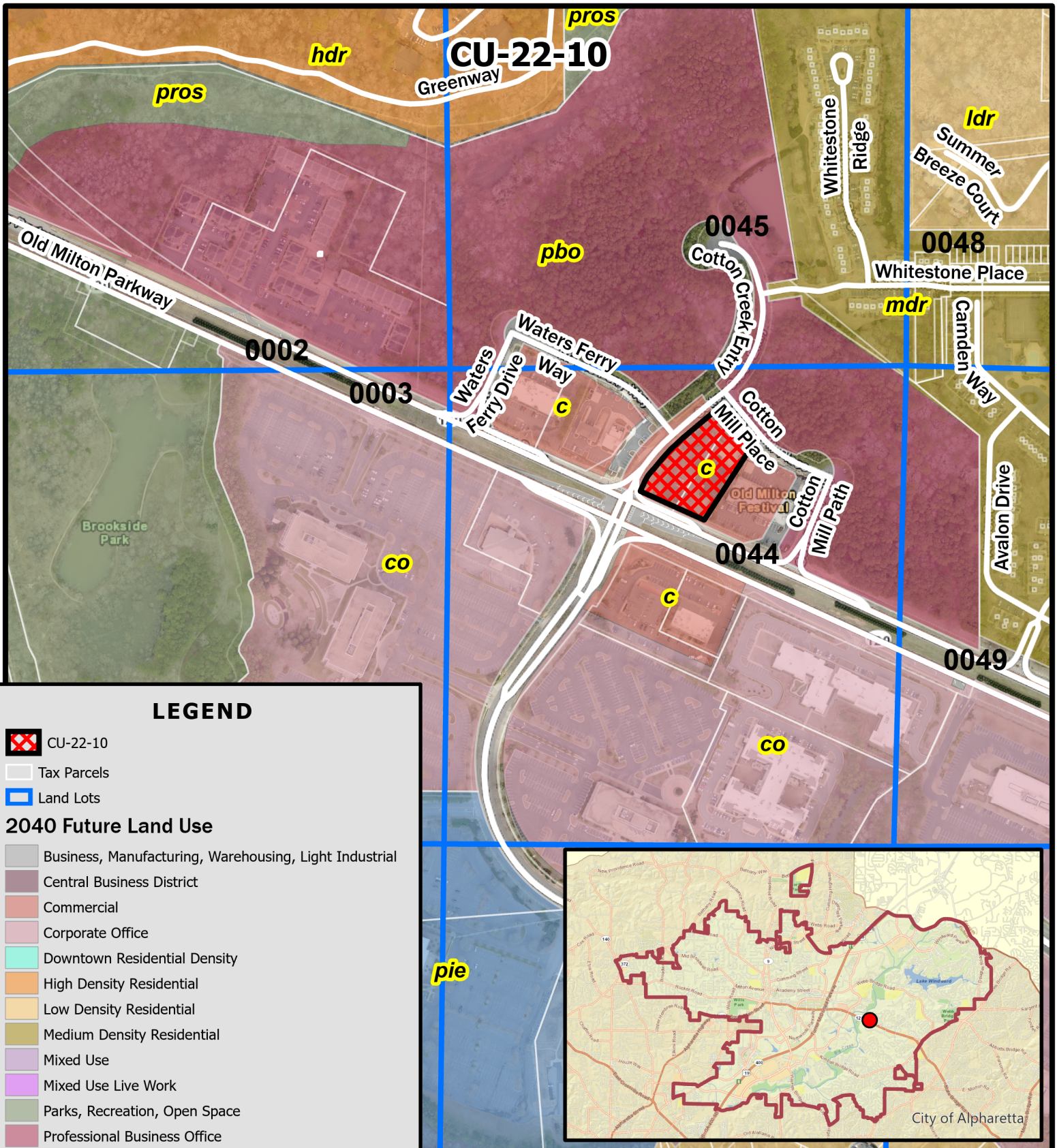
D/LL: 1/1/0044

PC: 11/03/22

CC: 11/28/22

**Location Map Provided by:
Community Development - GIS**

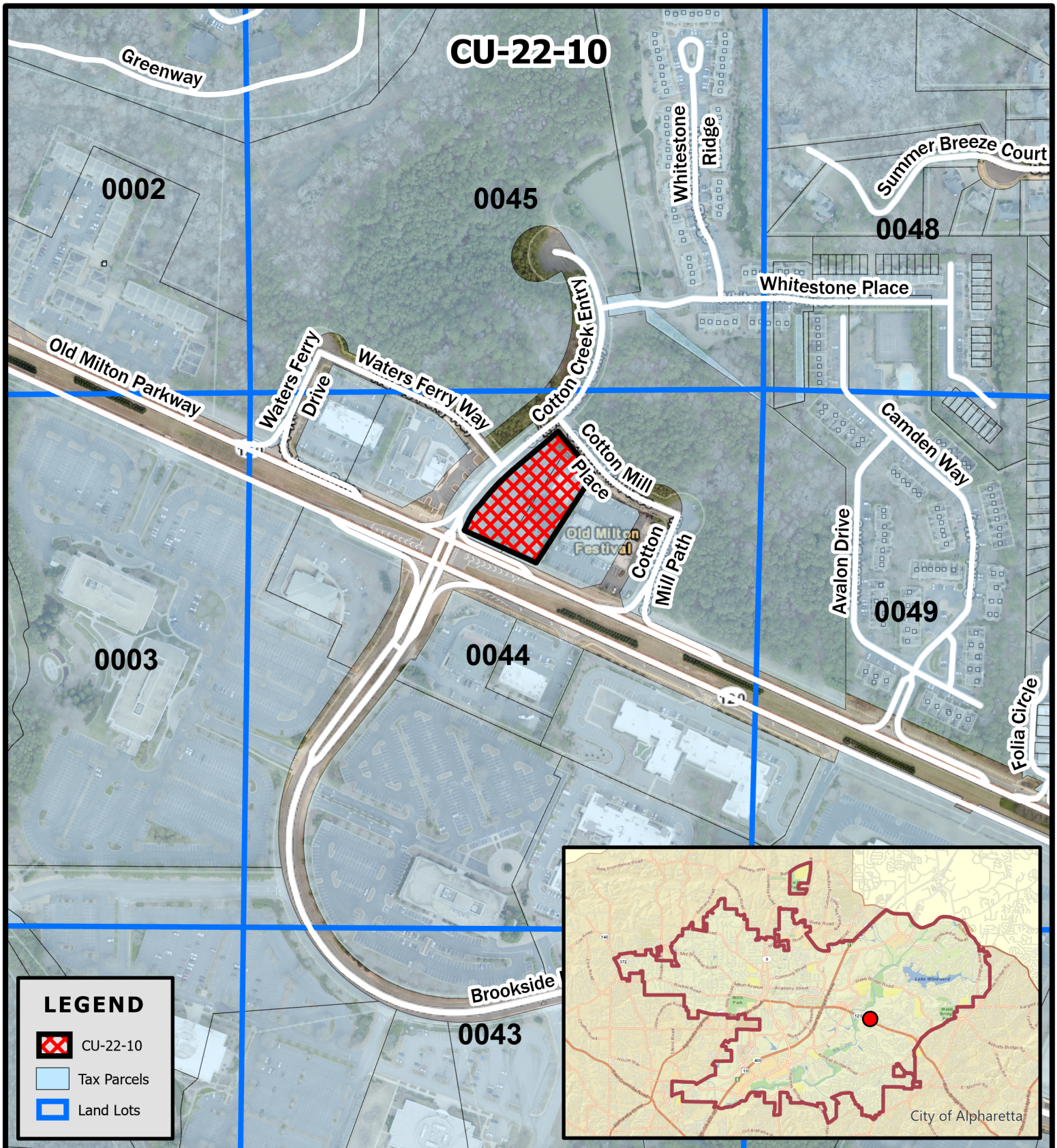




Future Land Use Map
Foamworks
11725 Cotton Creek Entry

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

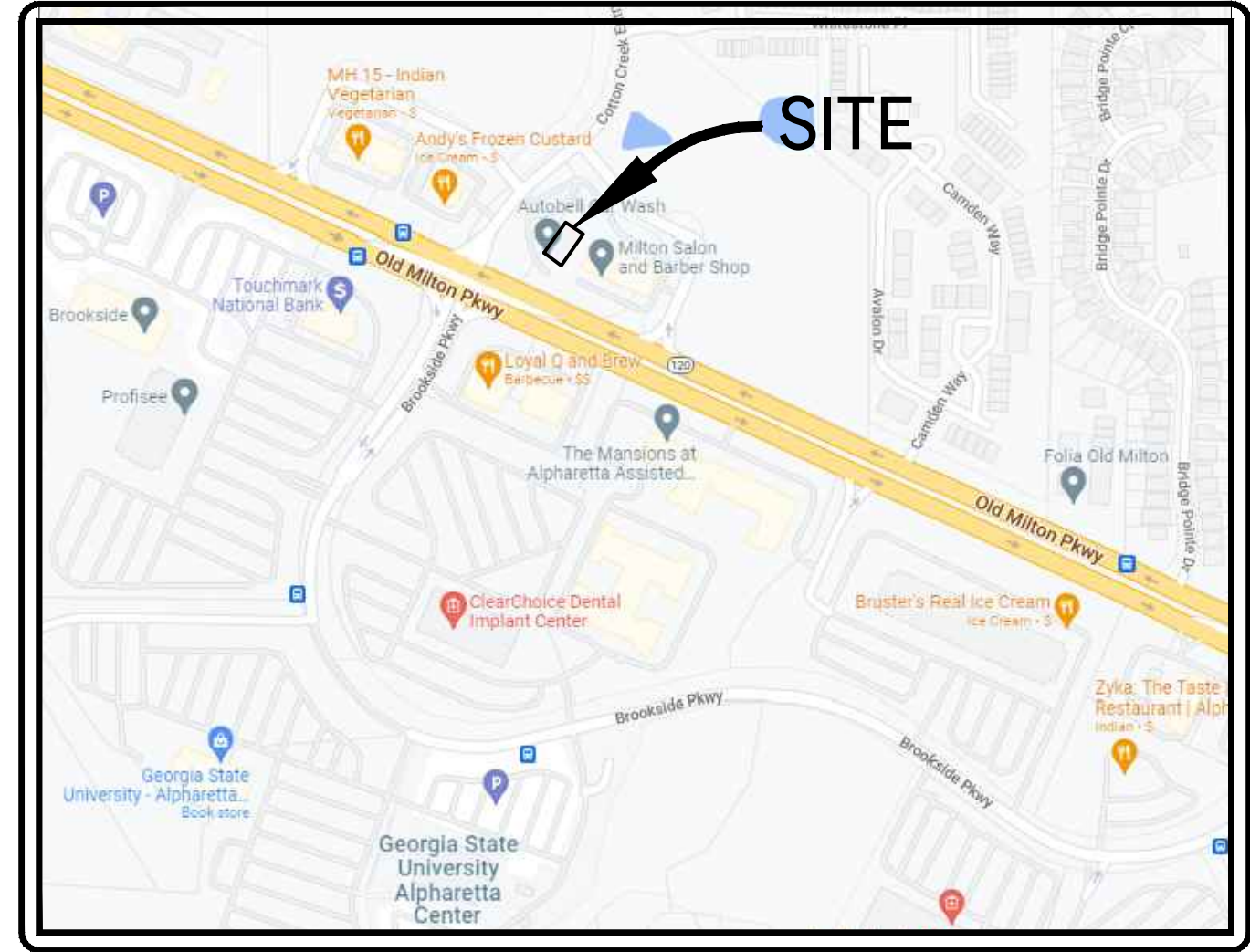
CU-22-10
D/LL: 1/1/0044
PC: 11/03/22
CC: 11/28/22



Location Map Provided by:
Community Development - GIS

SITE ANALYSIS TABLE		
SITE CONDITION	IMPERVIOUS AREA	PERVIOUS AREA
EXISTING 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.

SITE CONDITION	IMPERVIOUS AREA	PERVIOUS AREA
EXISTING 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.



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		

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 _____
CITY COMMENTS
10-26-22

Page 372 of 759

Wednesday, October 26, 2022 05:34:10pm (c:\xpc20)
D:\Civilegix\c\X Team - Documents\c\X Projects\c\X 2022\c\X 22317 - Cotton Creek Foamworks\22317 CPl 10-24-22.dwg [CPl]
Image: .\7 Images\VICINITY.PNG



Exhibit A - Renderings

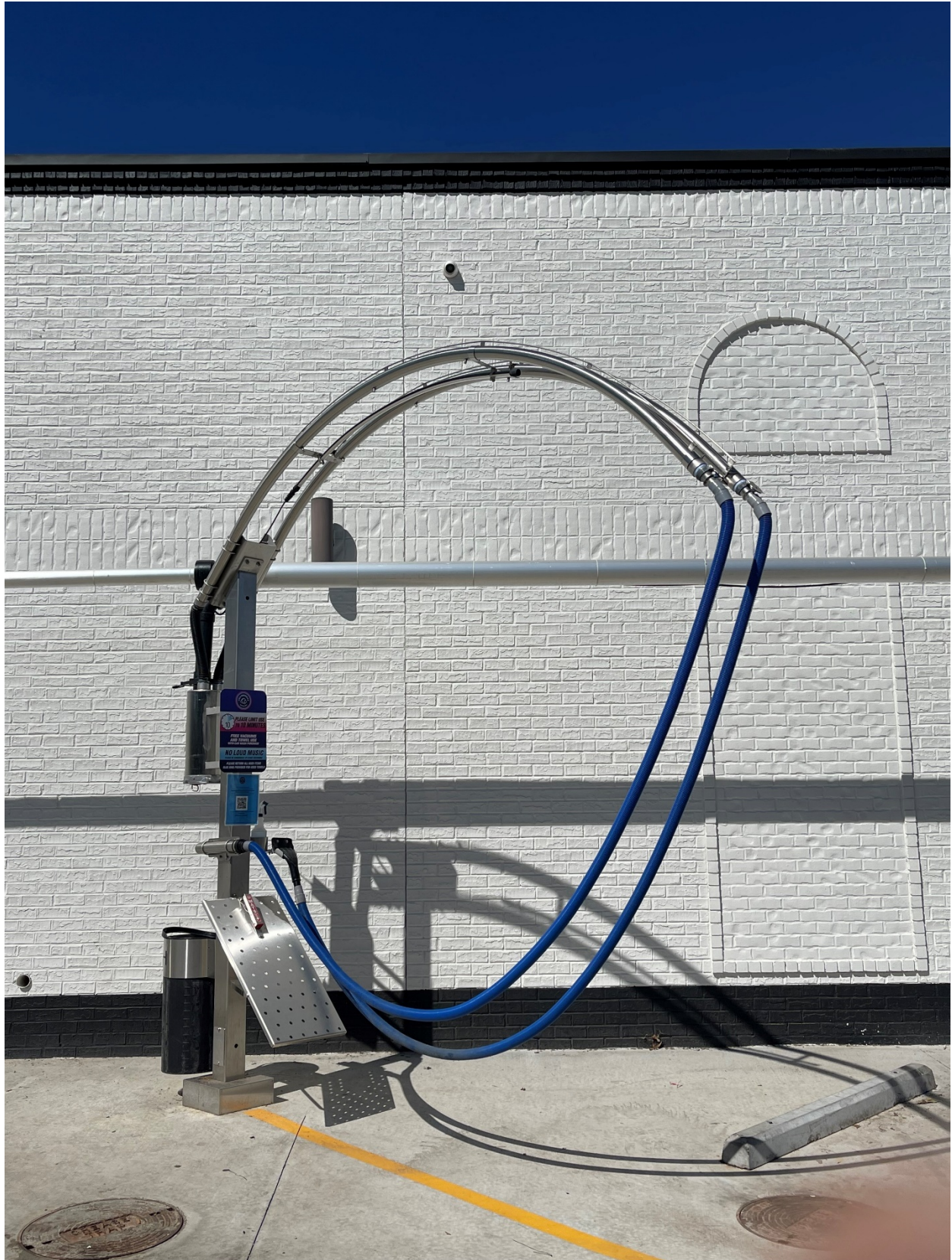














Community Zoning Information Meeting (CZIM)

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.

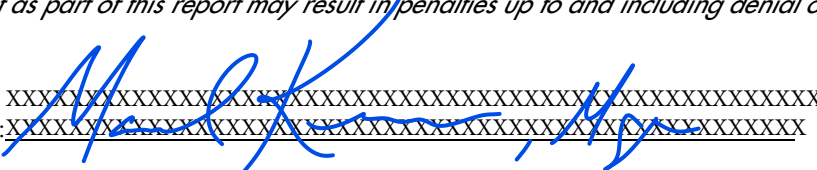
There were no negative comments by attendees. The only questions asked were about the shared point of access/driveway on Cotton Mill Place for the subject parcel and the adjacent parcel to the southwest (which is governed by an Ingress-Egress Easement) and how Foamworks will control the flow of cars 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.*

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

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

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

Signature of Authorized Agent:  Date: 8/30/22

/s/ Steven L. Jones

10/13/2022

Print Form



Certificate of Mailing — Firm

Name and Address of Sender Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	TOTAL NO. of Pieces Listed by Sender 25	TOTAL NO. of Pieces Received at Post Office™ 25	Affix Stamp Here <i>Postmark with Date of Receipt.</i>		
	Postmaster, per (name of receiving employee) T. WISE		 0000 U.S. POSTAGE PAID ACWORTH, GA 30101 SEP 16, 22 AMOUNT \$12.50 R2305K134284 -09		

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			



Certificate of Mailing — Firm

Name and Address of Sender Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	TOTAL NO. of Pieces Listed by Sender 25	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	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				



Certificate of Mailing — Firm

Name and Address of Sender Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	TOTAL NO. of Pieces Listed by Sender 25	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>		
	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				



Certificate of Mailing — Firm

Name and Address of Sender Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	TOTAL NO. of Pieces Listed by Sender 25	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>
	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.					



Certificate of Mailing — Firm

Name and Address of Sender Joshua Williams 1600 Parkwood Circle Suite 200 Atlanta, GA 30339	TOTAL NO. of Pieces Listed by Sender 25	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>
	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				

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

A handwritten signature in black ink, appearing to read 'Steven L. Jones', with a stylized, cursive script.

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@taylorenghish.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

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

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 |

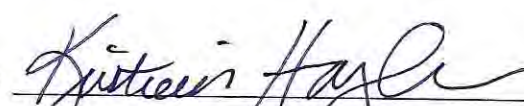
Property Owner's Authorized Applicant (if applicable):

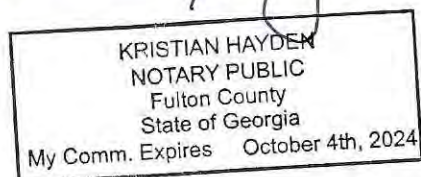
Name of Authorized Applicant: Foamworks Alpharetta, LLC Telephone: 404.201.3620
Address: 1600 Parkwood Circle, Suite 200 Suite:
City Atlanta State: GA Zip: 30339

So Sworn and Attested:

Owner Signature:  Date: 8/31/2022

Notary:

Notary Signature:  Date: 8/31/2022



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.*

☒

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

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. 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. 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. 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. 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.

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 VARIES); 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;

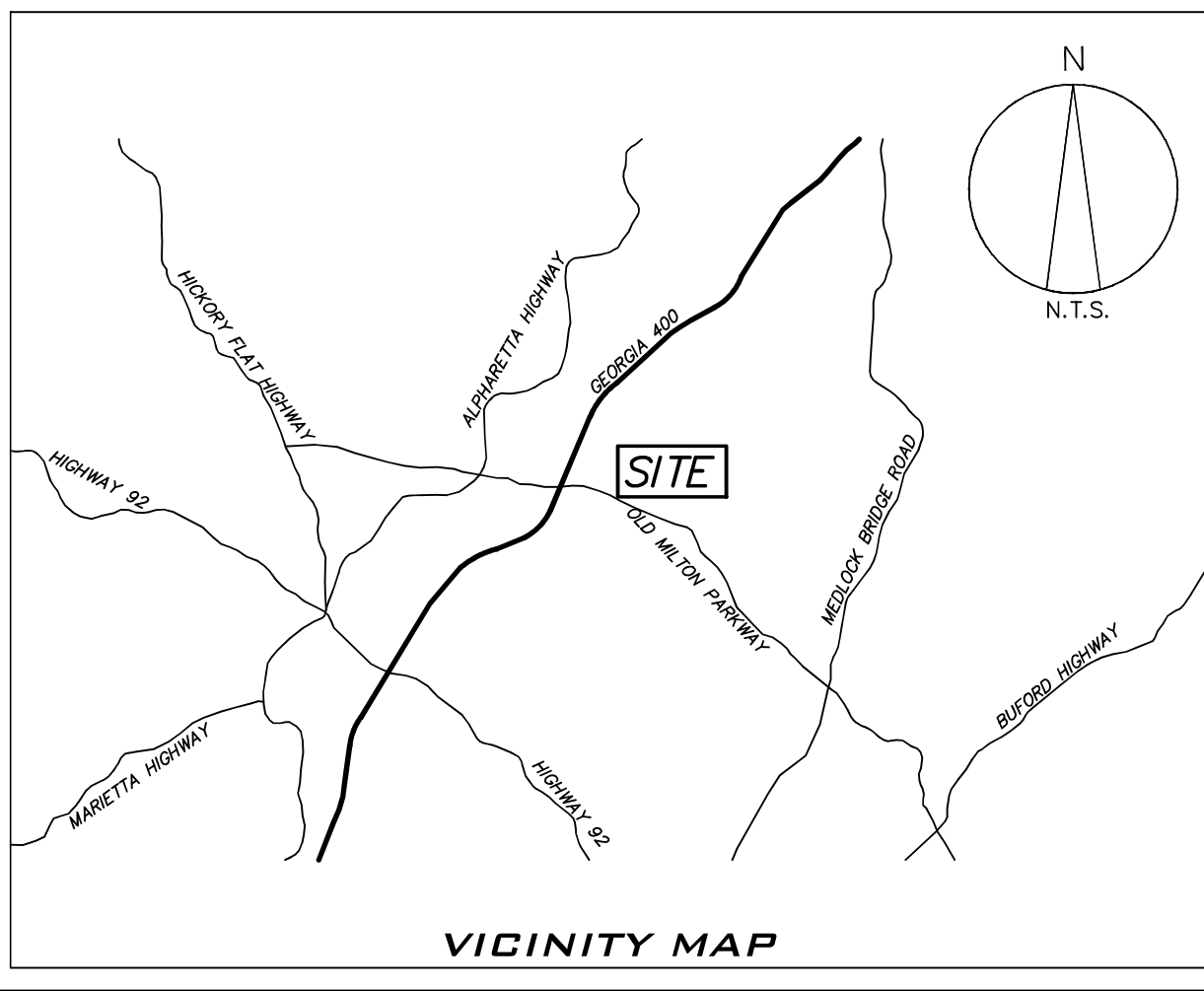
THENCE LEAVING SAID RIGHT OF WAY NORTH 24 DEGREES 26 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 16.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 63.16 FEET AND A RADIUS OF 345.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 29 DEGREES 40 MINUTES 53 SECONDS EAST A DISTANCE OF 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 97.88 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, GLRS 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 BRUMBLOW-REESE & ASSOC., INC. DATED JUNE 14, 1999.



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 1/2" 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.

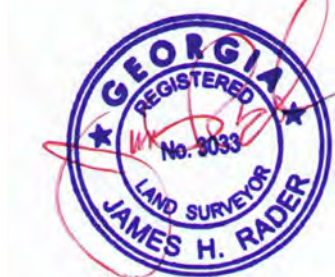
THE ZONING SETBACK REQUIREMENTS LISTED ABOVE REQUIRE AN INTERPRETATION BY THE SURVEYOR, AND AS SUCH, ARE NOT GRAPHICALLY DEPICTED HEREON.

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.



JAMES H RADER GEORGIA RLS# 3033

FOAMWORKS ALPHARETTA

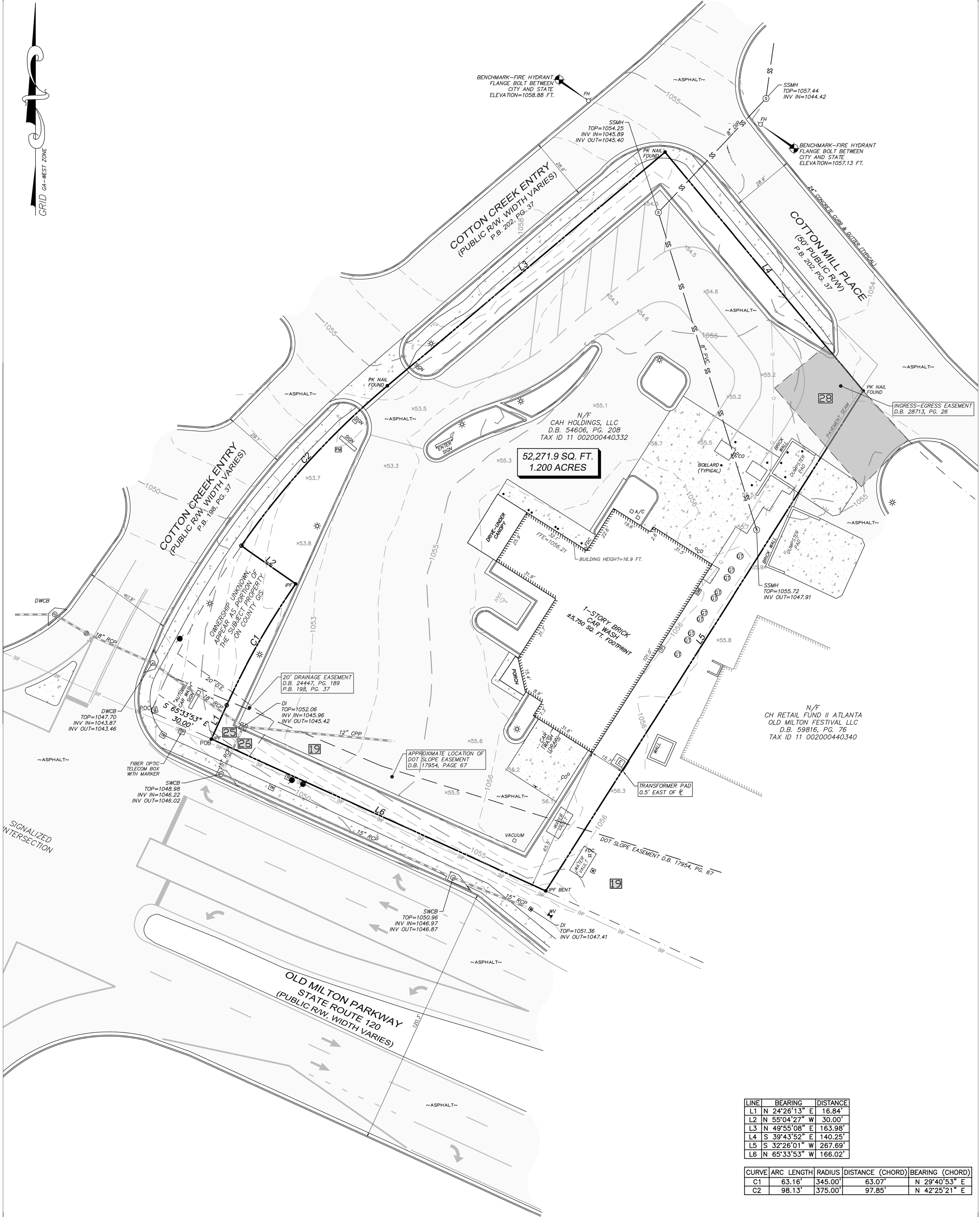
LandPro
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM
INFO@LANDPROSURVEYING.COM
COPYRIGHT 2022

ALTA/NSPS LAND TITLE SURVEY
CGP ACQUISITION & DEVELOPMENT, LLC
CURRENT OWNER: ALPHARETTA COTTON CREEK CGB, LLC

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

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

LEGEND			
PROPERTY LINE	INVERT ELEVATION	QAS METER	
LAND LOT LINE	SS SANITARY SEWER LINE	QGV GAS VALVE	
CONCRETE MONUMENT FOUND	SSM SANITARY SEWER MANHOLE	QFH FIRE HYDRANT	
IRON PIN SET	SC SEWER CLEANOUT	QWV WATER VALVE	
IRON PIN FOUND	GP GREASE TRAP	QWDC WATER METER	
CRIMPED-TOP PIPE	DIP DUCTILE IRON PIPE	QFDC FIRE DEPARTMENT CONNECTION	
OPEN-TOP PIPE	PVC POLYVINYL CHLORIDE PIPE	QV IRRIGATION CONTROL VALVE	
RIGHT OF WAY	PWC POWER POLE	QW WATER LINE	
POINT OF BEGINNING	LP LIGHT POLE	QW THREE LINE	
BUILDING SETBACK LINE	PT POWER (TRANSFORMER) BOX	QW TREE	
CENTERLINE	GY GUY WIRE	QW MONITORING WELL	
CURB INLET	PM POWER METER	QW BUILDING (FINISHED)	
DROP INLET	PM POWER MANHOLE	QW GUARD RAIL	
YARD INLET	OP OVERHEAD POWER LINE	QW CONTOUR	
DOUBLE-WING CATCH BASIN	UE UNDERGROUND POWER LINE	QW FENCE LINE	
SINGLE-WING CATCH BASIN	UE UNDERGROUND POWER LINE	QW INDEX CONTOUR	
HEADWALL	UT TELEPHONE MANHOLE	QW SPOT ELEVATION	
JUNCTION BOX	UT UNDERGROUND TELEPHONE LINE	QW FINISHED FLOOR ELEVATION	
STORM DRAINAGE PIPE	TV TELEVISION (CABLE) LINE	QW CENTERLINE OF STREAM	
CORRUGATED METAL PIPE	TV TELEVISION PEDestal	QW FLOOD LIMITS	
CORRUGATED PLASTIC PIPE	TV TELEVISION PEDestal	QW CONCRETE	
REINFORCED CONCRETE PIPE	TV TELEVISION PEDestal		



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
---	LAND LOT LINE	SS	SANITARY SEWER LINE
CMF	CONCRETE MONUMENT FOUND	SCO	SEWER CLEANOUT
IPF	IRON PIN FOUND	DIP	DUCTILE IRON PIPE
OTF	OPEN-TOP PIPE	PVC	POLYVINYL CHLORIDE PIPE
OTF	OPEN-TOP PIPE	PP	POWER POLE
RVW	RIGHT OF WAY	PT	POWER (TRANSFORMER) BOX
POB	POINT OF BEGINNING	GW	GUY WIRE
#	BUILDING SETBACK LINE	PM	POWER MANHOLE
C	CENTERLINE	OP	OVERHEAD POWER LINE
DI	CURB INLET	UE	UNDERGROUND POWER LINE
DI	YARD INLET	TM	TELEPHONE MANHOLE
STWCB	DOUBLE-WING CATCH BASIN	UT	UNDERGROUND TELEPHONE LINE
SWCB	SINGLE-WING CATCH BASIN	TV	TELEVISION (CABLE) LINE
HW	HEADWALL	TV	TELEVISION PEDestal
JB	JUNCTION BOX	TV	TELEVISION PEDestal
CMF	CORRUGATED METAL PIPE	TV	TELEVISION PEDestal
CPP	CORRUGATED PLASTIC PIPE	TV	TELEVISION PEDestal
RCP	REINFORCED CONCRETE PIPE	TV	TELEVISION PEDestal
		G	GAS LINE
		GM	GAS METER
		GV	GAS VALVE
		FW	FIRE HYDRANT
		WM	WATER METER
		FD	FIRE DEPARTMENT CONNECTION
		WV	WATER VALVE
		W	WATER LINE
		TL	TREE
		MW	MONITORING WELL
		BR	BUILDING (FINISHED)
		GR	GUARD RAIL
		RT	RAILROAD TRACKS
		FL	FENCE LINE
		CO	CONTOUR
		CE	INDEX CONTOUR
		FE	FINISHED FLOOR ELEVATION
		CE	CENTERLINE OF STREAM
		FL	FLOOD LIMITS
		CE	CONCRETE



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
COPYRIGHT 2022

ALTA/NSPS LAND TITLE SURVEY CGP ACQUISITION & DEVELOPMENT, LLC			
CURRENT OWNER: ALPHARETTA COTTON CREEK CGP, 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:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	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](#) |



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
13 Code Enforcement-Complaints	CE190043 Business vehicles in residential area	OPEN	2019/04/02 19:02:17+00		10585 Kingsmark Trail			28889
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 Structural Issues	OPEN	2019/09/05 19:35:27+00		44 Birch Hill 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	2020/04/07 18:03:14+00	BESMITH	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			37652
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	2020/08/27 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 Woodlawn 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 Order (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 12:42:29+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		590 Kingsport Drive			52961
49 Code Enforcement-Complaints	CE220041 Water Leak	OPEN	2022/01/31 18:23:01+00		530 North Main Street			53160
50 Code Enforcement-Complaints	CE220051 Operating without a Homebased BL	OPEN	2022/02/01 14:46:16+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 Hemlbree 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 17:56:20+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	2022/03/28 15:16:33+00		160 Clipper Bay Drive			54879
68 Code Enforcement-Trees	CE220191 RV	OPEN	2022/03/30 19:48:07+00		72 Nathan Circle			54906
69 Code Enforcement-Complaints	CE220208 Manchester at Mansell	OPEN	2022/04/07 13:58:45+00	FIACKSON	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 Willis Drive			55651
79 Code Enforcement-Complaints	CE220273 High Grass and Weeds - Rubbish	OPEN	2022/04/29 19:17:56+00		13 Willis 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-Complaints	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 Hemlbree Road			56177
88 Code Enforcement-Complaints	CE220355 Construction without permit - Shell	OPEN	2022/05/23 18:42:52+00		2005 Hemlbree 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 Hill 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		520 Birch Ridge Court			57231
112 Code Enforcement-Complaints	CE220454 DUMPSTER LOCATED IN PARKING LOT OUTSIDE OF REQUIRED SCREENIN	OPEN	2022/06/23 19:15:39+00		11720 Amber Park Drive			57282
113 Code Enforcement-Complaints	CE220462 From-SR: COM DEV RESIDENTIAL	OPEN	2022/06/27 13:29:16+00		28 Willis 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 Brookhill 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

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 Vehide\ 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 Hill 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 Hill 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 18:46:17+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 17:54:54+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



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

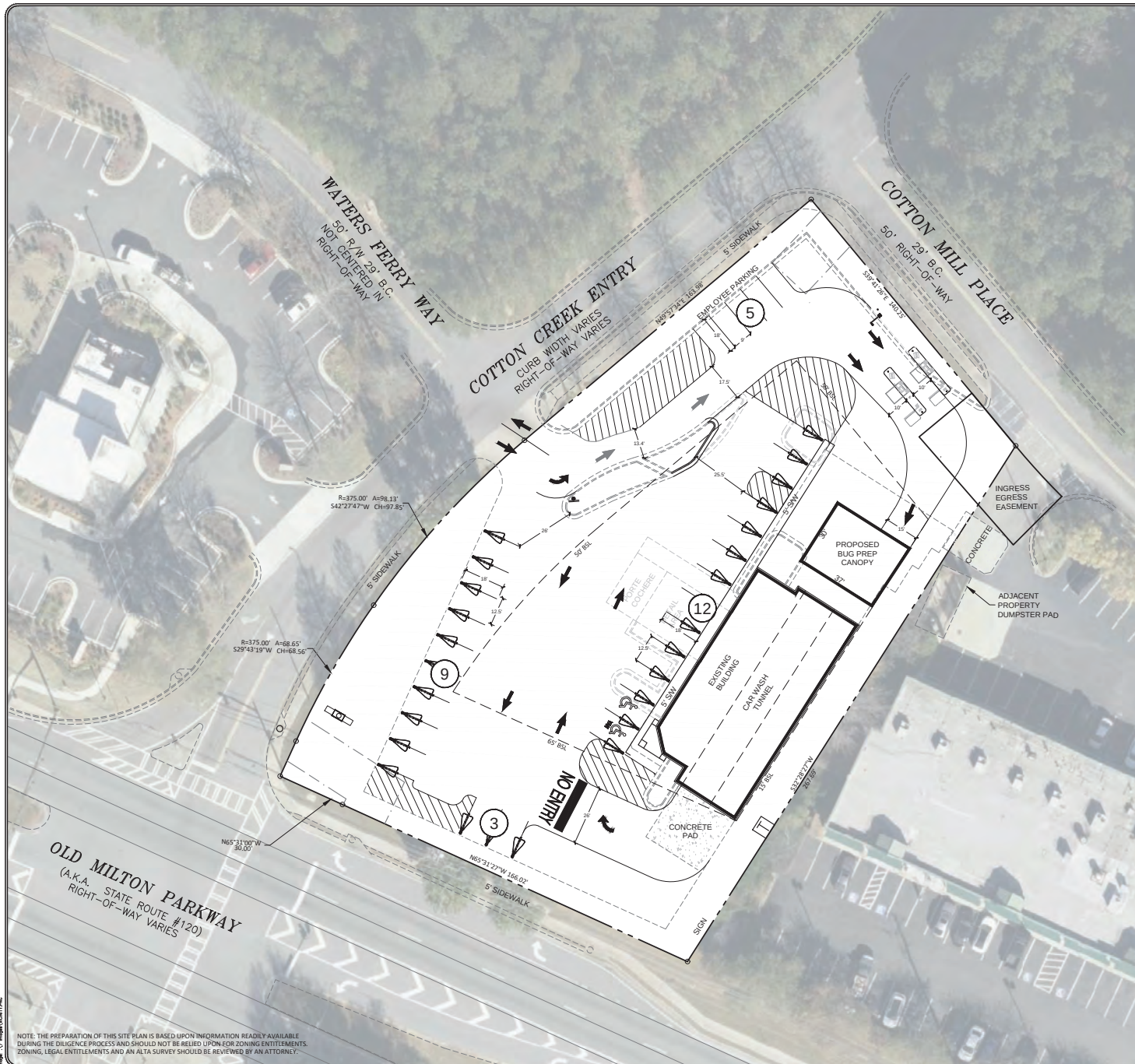
The results of the analysis for the proposed development are shown in Table 1, below.

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.



GBWCC LEVEL B DESIGN
PROJ. CDT0000000340

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

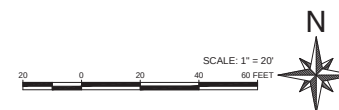
PRELIMINARY SITE PLAN
COTTON CREEK FOAMWORKS
11725 COTTON CREEK ENTRY
ALPHARETTA, GA 30005

CP1

22317

AUGUST 22, 2022

REVISIONS



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

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.

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.

Mayor and City Council of the City of Alpharetta, Georgia
November 27, 2022
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven L. Jones', with a stylized, cursive script.

Steven L. Jones

Enclosures

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

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

•

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

•

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@taylorenghish.com

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

.

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

•

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

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

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

Respectfully submitted this 28th day of November 2022.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

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



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: March 20, 2023

AGENDA ITEM:

Invitation to Bid # 23-005: FY 2023 City Center Tree Well Repair

Consideration of approval of the award of ITB # 23-005 for FY 2023 City Center Tree Well Repair to Tri Scapes, Inc. in an amount not to exceed \$175,000.00 and to authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award ITB # 23-005 for FY 2023 City Center Tree Well Repair to Tri Scapes, Inc. in an amount not to exceed \$175,000.00 and to 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: 175,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
American Rescue Funds / 30341100 541420 C1801	\$175,000

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Tree wells throughout City Center were installed by the City's contractor as well as by the private developer. During construction of the private development phases, construction equipment was driven onto the existing brick sidewalk around the tree wells. The developer made repairs, but unfortunately the repairs have not held up over time. In addition, motorized maintenance vehicles and equipment have also driven onto the brick sidewalks around the tree wells. The vibration of the vehicle on the bricks over time caused the bricks to break away from the mortar and if concrete curbing was not adjacent to the bricks, the bricks separated from one another, causing a hazard.

Eighty-seven tree wells along North Broad Street, South Broad Street, Commerce Street, Market Street, and Park Plaza are in need of repair. These areas have all become unsightly and a safety issue for patrons walking within City Center. Repair methods for around the tree wells have been classified into three categories; complete demo and replacement, installation of header curb to lock in the brick pavers, and the final category is both. Public Works staff inspected the tree bricks around the tree wells and have developed detailed exhibits outlining what needs to occur at each specific tree well. The detailed exhibits and specifications (see attached exhibit) were included in the bid package to provide the contractors with clear instructions and the City's expectations. While construction is taking place, a representative from Public Works will be inspecting the work to ensure compliance with the project's specifications.

The Department of Public Works prepared an invitation to bid (ITB 23-005) for the locations listed above. The City advertised competitive bids on January 13th, 2023. Bids for the project were received on February 16th, 2023, and the City received a total of two bids:

Tri Scapes, Inc.	\$175,000.00
Crabapple Landscape Management	\$198,492.42

The low bidder, Tri Scapes Inc, has completed multiple similar projects within the Metro Atlanta area, including work for the City of Milton and City of Monroe.

On March 3rd, 2023, staff met with representatives of Tri Scapes, Inc. to review the scope of work and the City's expectations. Tri Scapes assured staff that they could complete the project for the bid amount and within the allocated time frame. The duration of the repairs is approximately 120 days. The vendor is aware the Taste of Alpharetta will occur in May and has been informed construction debris, hazards, etc.. will need to be removed from the area for safety reasons. Staff also checked and verified and determined Tri Scapes, Inc. to be the lowest responsive and responsible bidder.

ALTERNATIVES:

Do not approve funding for repairs and re-bid improvements without implementing the proposed header curb around the soldier course. This alternative would put back in place what exists as is.

Do not approve funding and re-bid to remove brick pavers and install poured or stamped dyed concrete.

ATTACHMENTS:

1. City Issued ITB 23-005 Docs
2. TriScapes ITB 23-005 Docs
3. Tri Scapes Schedule of items bid tab
4. City Center Paver Repair Location Map and Details

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-005

ITB Title: Downtown Alpharetta Tree Well Repair



ITB SPECIFICATIONS

1. ITB Period of No Communication

The no communication period starts on the issue date of this ITB January 13, 2023 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this ITB.

Contacting anyone other than the Procurement Agent named below for this ITB during this time will be reason to remove a bid from review.

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this ITB and is the only contact representing the City for this ITB.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

3. ITB Schedule of Events

1. **Bidding Close Date, Deadline for Submissions: February 9, 2023; 10:00 AM.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this ITB.
4. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the ITB document and section that is in question.
6. 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.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a bid. You must respond using any updated information.
8. A public bid opening will be held shortly after the ITB due date / time has passed. The public bid opening will be held via Zoom.
 - Zoom Public Bid Opening Time: February 9, 2023; 10:00 AM Eastern Time (US and Canada)
 - Topic: Bid Opening ITB 23-005, Downtown Alpharetta Tree Well Repair
 - Join Zoom Meeting:
<https://us04web.zoom.us/j/3051332793?pwd=D5bwdNpVvwYwWYbgicKbjXUast3oGB.1>
 - Meeting ID: 305 133 2793
 - Passcode: BidOpening

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City of Alpharetta is accepting proposals from contractors for repairing/rebuilding the tree wells within the downtown Alpharetta area.

The tree wells along North Broad Street, South Broad Street, Commerce Street, Market Street, and Park Plaza are all in need of repair. These areas have all become unsightly and a danger to patrons of the downtown area. Repair methods for these areas have been classified into three categories ranging from complete demo and replacement to simple installation of header curb to lock in the brick pavers. City staff have inspected the tree wells to determine which repair method is needed for each location based on original construction deficiencies and condition.

Work required under this contract shall include furnishing materials, qualified labor, equipment, traffic control, etc. for repairing the tree wells.

2. Specifications

The Bidder shall comply with all specifications set forth herein and in ITB 23-005 Appendixes A - D, provided as a separate document. See specifications in Appendix C and construction details included in Appendix D.

3. Project Specific Requirements

A. Bidding, Contracting, payment

- a. The City intends to award this contract to a single vendor. Should the bid results exceed the City's budget for this project, the City reserves the right to eliminate sections of paver repair from the final scope of work.
- b. The Bidder shall submit its Bid Pricing on the Schedule of Items (SOI) form furnished by the City. This SOI form is provided in Excel format.
- c. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.
- d. The Bidder must fill in blank spaces on the SOI correctly for each Line Item. The Bidder shall enter into the provided SOI the Lump Sum Price as called for in the Proposal for each Line Item listed therein. The form has secure calculations to total amounts of the Bid by adding the amounts of all Bid Items.
- e. Contractors are encouraged to visit the locations to familiarize themselves with existing site conditions and quantities prior to submitting their bid. Contractors are responsible for obtaining and verifying the exact measurements and estimating material quantities.
- f. The Bidder shall be responsible for performing with their own organization at least sixty percent (60%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- g. The Bidder shall commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve Final Completion of the Work by one hundred and twenty (120) calendar days from Notice to Proceed.

- h. Retainage in the amount of 5% of each progress payment will be applied to any contract exceeding \$100,000.
- i. Performance bonds are required for any contract that exceeds \$100,000.
- j. The City will process approved payment requests under this project to the awarded Contractor. Payment to sub-contractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

B. Traffic Control Work Hours

- a. Where traffic will be affected, permitted daytime work hours and permitted hours for any lane closures are from 9:00 AM to 4:00 PM Monday through Friday.
- b. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and at a minimum, must conform to the requirements set forth in the MUTCD.
- c. Should the Contractor desire to utilize police officers as part of their traffic control, only City of Alpharetta Police may be so utilized. Contact Sergeant Jomo Bent (678-297-6350) or Sergeant Dan Lambert (678-297-6361) with the City of Alpharetta Department of Public Safety. Any costs for utilization of police officers shall be included in the Contractor's line-item cost for Traffic Control & Temporary Striping.
- d. Permitted work hours for any location not affecting traffic are 8:00 A.M to 6:00 P.M, Monday through Friday.

C. Work Specifications and Performance

- a. Work at all locations must be accomplished by hand (no heavy equipment) in order to protect surrounding infrastructure and the trees.
- b. If any organic material removed during demo is stored on site outside of the planting area, tarps or plastic must be utilized to prevent staining.
- c. Repairs must take place on one side of the road at a time in order to maintain accessibility for patrons.
- d. The existing brick pavers will be reused after repairs are made. Care shall be used when removing, storing, and reinstalling the pavers.
- e. Pavers removed from the tree wells shall be stored on site in a safe and neat manner.
- f. The contractor will not be required to install new mulch within the planting areas. The existing mulch shall be re-graded upon completion of repairs.
- g. Each tree well has irrigation and power running to them. Extra care shall be taken to protect these utilities during construction. City representatives will perform a site walk with the contractor prior to construction to identify any deficiencies prior to commencing work. Upon completion of the project, a second site walk will take place to ensure no new damage has occurred. Miscellaneous Item funds have been allocated for these repairs if needed.
- h. For locations P1 - P46, the brick pavers shall be protected from concrete staining. This can be accomplished by covering the pavers or removing the first course of brick.
- i. Contractor shall reconstruct sidewalk within 7 days of demolition. If rain is forecast to occur prior to reconstruction, Contractor shall be responsible for providing adequate erosion and

- sedimentation control measures. This includes, but is not necessarily limited to, temporary stabilization with hay/straw (Ds1), silt fence (Sd1), and inlet protection (Sd2) as appropriate.
- j. Permitted work hours for any location is 8:00 A.M to 6:00 P.M, Monday through Friday.
 - k. Brick pavers will be supplied by the City of Alpharetta. All other materials shall be supplied by the Contractor.
 - l. The brick pattern shall match the existing pattern in any given location.
 - m. Repairs along Commerce Street will require the usage of a vibratory plate compactor to ensure that the joints are properly filled.
 - n. Contractor is responsible for supplying their own water. Water meters can be obtained from Fulton County if fire hydrants will be utilized.
 - o. All paver joints shall be filled with polymeric sand per manufacturer's specifications. The polymeric sand must meet ASTM C-144 specifications. The color of the sand will be determined by a City appointed representative.
 - p. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.

4. Public Works Construction

According to Georgia Public Works Law, public works construction means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property *other than* road construction or the routine operation, repair, or maintenance of existing structures, buildings, or real property.

- a. The City does not anticipate any federal, state, and/or local permits for this project.
- b. All anticipated rights of way and/or easements required for this project have been obtained. The work is within City-owned right of way.
- c. The City will rely on Schedule of Items form as the primary representation of each Bidder's cost/price. Award of this project will be by Bid Grand Total .

5. Individual Location Quantities

North Broad Street		
Location #	LF of Curb	SF of Brick Paver Repair
N1	16	30
N2	16	30
N3	16	30
N4	16	30
N5	16	30
N6	16	30
Total:	96	180

South Broad Street		
Location #	LF of Curb	SF of Brick Paver Repair
S1	17	31.5
S2	17	31.5
S3	17	31.5
S4	17	31.5
S5	17	31.5
S6	15	31.5
Total:	100	189

Commerce Street		
Location #	LF of Curb	SF of Brick Paver Repair
C1	26	41
C2	25	39
C3	19	79
C4	19	79
C5	19	79
C6	19	79
C7	19	79
C8	19	79
C9	19	79
C10	19	79
C11	19	79
C12	19	79
C13	19	79
C14	19	79
C15	19	79
C16	19	79
C17	13	18
C18	14	21
C19	23	36
C20	22	35
Total:	389	1296

Market Street		
Location #	LF of Curb	SF of Brick Paver Repair
M1	19	32
M2	18	32
M3	18	32
M4	18	32
M5	15	26
M6	12	18
M7	8	12
M8	20	33
M9	16	27
M10	15	60
Total:	159	304

Park Plaza	
Location #	LF of Curb
P1	20
P2	20
P3	20
P4	20
P5	20
P6	20
P7	21
P8	20
P9	20
P10	20
P11	21
P12	18
P13	18
P14	18
P15	18
P16	18
P17	19
P18	18
P19	19
P20	18
P21	19
P22	18
P23	19
P24	18
P25	17
P26	18
P27	17
P28	18
P29	17
P30	18
P31	37
P32	18
P33	18
P34	42
P35	18
P36	36
P37	15
P38	17
P39	18
P40	17
P41	15
P42	17
P43	23
P44	17
P45	22
P46	18
Total:	913

DOCUMENT LIST FOR ITB 23-005

The following is a list of all documents posted publicly and made part of this ITB 23-005.

1. ITB 23-005 Specifications-Instructions (this document)
2. ITB 23-005 Information
3. ITB 23-005 Appendices A – D
4. ITB 23-005 Details A - D
5. ITB 23-005 Project Location Maps
6. ITB 23-005 SOI
7. ITB 23-005 Bid Bond Form
8. Disclosure-Debarment Request Form
9. E-verify Affidavit Contractor
10. IRS For W-9
11. ITB 23-005 Questionnaire

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your bid: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all bids by online response only. You must upload completed bids online before the closing date and time found in Project Details of the project web page for this ITB.
- 1.3. Don't send bids by mail, fax, or email. We will not accept paper copy bids. We will not accept any bids after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading bid documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your bid upload. This confirms that you have successfully turned in your bid with all required information.
- 1.6. You can update your bid at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed in the project web page 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 bid 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 Bid Document Formats

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
 - Format your documents using this outline:
 - ☐ no more than seven (7) pages per document,
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color (excludes photos, charts, section separators or headings), and
 - ☐ upload proposal in PDF format.

BID INFORMATION DOCUMENT:

- Include sections in following order. This document must be no more than five (5) pages.

1. **Company Information**

- A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.
- B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
- C. **Contact**, one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information in the bid:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.
- D. **Resumes or Statements of Qualifications**. Include short resumes or qualifications for Key people that you plan to assign to this project. The

information included should be for work history related to this project. At a minimum, include:

- Employee's name, title, and intended role for this project.
 - Employee's work experience and years performing work like this project.
 - Employee's qualification, education, skills, certifications that may apply.
 - Employee's length of time with your company.
 - Examples of employee's project work that is like our project.
- E. **References.** Supply at least three references for work or services like the project in this ITB (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.
- NOTE:* We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this ITB. Poor references from any source are grounds to disqualify a bid.
- F. **Available Resources.** Include a list describing the personnel, equipment, materials, sub-contractors, and any other resources available to you and that may be needed and used in order to show your ability to do the work or services as requested in this ITB.

2. Technical Bid Information:

- This document must be no more than five (5) pages,
 - A. **Examples of Previous Projects.** If it fits the purpose of this ITB, you can use this section to highlight previous work, services, installations, etc. Keep this section to projects that are like our request in this ITB. Include no more than six (6) examples.
 - B. **Timeline.** If it fits the purpose of this ITB, include a timeline to complete the work or service requested in this ITB. Note any major milestones. Along with the timeline, include a written description of the plan of approach for each project phase, and a plan to deal with any setbacks.
 - C. **Wrap-up.** Use this section to add any other information about how you can supply the work or services requested in this ITB.

3. Bidding Items not to be included in the Bid Information Document

Schedule of Items, Bid Pricing

We have supplied a Schedule of Items form or pricing sheet for you to complete. The form is in Excel document for you to complete and upload with your bid.

Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.

- A. **IRS Form W-9**
- B. **Bidder's Disclosures and Certifications**
- C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our ITBs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or bid.
- ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A,B,Cs.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as ITB 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

Bid Bond

A bid bond in the amount of 5% of the Bid Price offered is required for this ITB. We have supplied the bid bond form as a separate document for you to download and complete with your surety company. You will return the completed bid bond to us as a separate document. All information must be readable including all seals (ex: Notary Seal).

Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload. Information requests and response types are as follows:

- Addenda Acknowledgement, enter the number of addenda received: 0, 1, 2, etc.
- Insurance Requirement Acknowledgement, Yes, No entry.
- Payment & Performance Bond and Retainage Acknowledgment, Yes, No entry.
- Authorized signer for contract execution in DocuSign: Name, business title, email address, text entry.
- Corporate secretary (if applicable) 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, text entry.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry / letters and numbers.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.

APPENDICES A - D

The following are provided in one separate document and posted publicly with other ITB 23 005 documents and information.

Appendix A: General Conditions

Appendix B: Supplemental Conditions

Appendix C: Technical Specifications

Appendix D: Project Location Maps and Details

Posted with Appendix D and also separately as:

- ITB 23-005 Project Location Maps
- ITB 23-005 Details A - D

;

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-005

ITB Title: Downtown Alpharetta Tree Well Repair



APPENDICES A - D

The following are provided in this document, posted publicly and made part of ITB 23 005 documents and information.

Appendix A: General Conditions

Appendix B: Supplemental Conditions

Appendix C: Technical Specifications

Appendix D: Project Map and Details

Appendix A: General Conditions

[rest of page blank]

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. ~~AGENCY~~ ~~The Federal or state agency named as such in the Agreement.~~
3. *Agreement*-- The written instrument that is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Bid*-- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. *Bidding Documents*-- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
8. *Bidding Requirements*-- The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
9. *Bonds*-- Performance and payment bonds and other instruments of security.
10. *Change Order*-- A document recommended by ENGINEER that is signed by CONTRACTOR and OWNER ~~and AGENCY~~ and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
11. *Claim*-- A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. *Contract*-- The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract

supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents*-- The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.
14. *Contract Price*-- The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement

(subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

15. *Contract Times*-- The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.
16. *CONTRACTOR*-- The individual or entity with whom OWNER has entered into the Agreement.
17. *Cost of the Work*-- See paragraph 11.01.A for definition.
18. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR, Shop Drawings and other CONTRACTOR submittals, are not Drawings as so defined.
19. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *ENGINEER*-- The individual or entity named as such in the Agreement.
21. *ENGINEER's Consultant*-- An individual or entity having a contract with ENGINEER to

- furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
22. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
23. *General Requirements* -- Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.
24. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
25. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
26. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. *Liens*-- Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
28. *Milestone*-- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
29. *Notice of Award*-- The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.
30. *Notice to Proceed*-- A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
31. *OWNER*-- The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.
32. *Partial Utilization*-- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. *PCBs*-- Polychlorinated biphenyls.
34. *Petroleum*-- Petroleum,

- including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
35. *Project*-- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
36. *Project Manual*-- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
37. *Radioactive Material*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*-- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.
39. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
41. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER that are designated for the use of CONTRACTOR.
42. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
43. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.

45. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements these General Conditions.
46. *Supplier*--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
47. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. *Unit Price Work*--Work to be paid for on the basis of unit prices.
49. *Work* -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract

Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

50. *Work Change Directive*-- A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER ~~and AGENCY~~ upon recommendation of the ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
51. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER, CONTRACTOR, ~~and AGENCY~~ upon recommendation of ENGINEER on or after the Effective Date of the Agreement and normally dealing with the non engineering or non technical

rather than strictly
construction-related aspects
of the Contract Documents.

the next midnight.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved", or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install

said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2- PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

- A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to

Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.
- B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise

specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
 3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to

purchase and maintain in accordance with Article 5.

2.06 Preconstruction Conference

- A. Before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, ~~AGENCY~~ and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

- A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.
1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for

sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.
3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.
- C. Clarifications and interpretations

of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies**A. Reporting Discrepancies**

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6. 16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions

of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's

approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

- A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adoption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Land

- A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely

manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

- B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary conditions identify:
1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or

contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

- B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

- A. Notice: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. ENGINEER's Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.
- C. Possible Price and Times Adjustments
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet anyone or more of the categories described in paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.
 2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
 - c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.
 3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.
- 4.04 Underground Facilities**
- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such

Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith

(except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are able to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a

claim therefor as provided in paragraph 10.05.

4.05 Reference Points

- A. OWNER shall provide engineering surveys to establish reference points for construction that in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.
- B. Limited Reliance by CONTRACTOR on Technical Data Authorized; CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but

such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom

CONTRACTOR is responsible.

- D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a claim therefor as provided in paragraph 10.05.
- F. If after receipt of such written

notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for

- whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. CONTRACTOR shall furnish performance and payment

Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. Licensed Sureties and Insurers

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) that OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability Insurance

- A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of

the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage that are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage

arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and are written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER 'S Liability Insurance

A. In addition to the insurance

required to be provided by CONTRACTOR under paragraph 5.04. OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the

following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;
5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
8. contain a provision or endorsement that the coverage afforded will not be

canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph

- B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors. ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the

5.07 Waiver of Rights

above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

- B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

- C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.8 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of

recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.8. CONTRACTOR shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle

the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment

of Property Insurer

- A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction that is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract

Documents.

- B. At an times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor, Working Hours

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the

General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.
1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed

adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals "

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that

named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not

qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

- b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.
- c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.
- d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve results called for by the general design, be similar in suited to that specified, and be suited to the same use as that specified. The application will state the extent, if

any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other Contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and

ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.8 and in making changes in the Contract Documents (or in the provisions of any other direct contact with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the

- Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
- C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for an acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.
- E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is

listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the

existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

- A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

- A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify

and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

- B. Removal of Debris During Performance of the Work. During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for \utilization by OWNER At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures:

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record Documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

- A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off

the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in

part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.8 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.
- B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required

by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

- C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

- 1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
 - d. CONTRACTOR shall also

have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.
 3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.
- E. ENGINEER's Review
1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work,
 2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.I.

F. Resubmittal Procedures:

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

- A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

- A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is

responsible; or

2. normal wear and tear under normal usage.

- B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

- A. To the fullest extent permitted by

Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER.

ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against

OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor. Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, Directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 -OTHER WORK

7.01 Related Work at Site

- A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
 2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.
- B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting,

excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

- C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8- OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

- A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

- A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

- A. OWNER shall make payment to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

- A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

- A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

- A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to

comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

- A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

- A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as

ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

- B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work: ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

- A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation; a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

- A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

- A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

- A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph

6.17.

- B. In connection with ENGINEER's authority as to Change Order, see Articles 10, 11, and 12.
- C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

- A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work<: thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to

ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

- B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

- A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. ENGINEER's review of the final Application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07 .A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.
- A. Without invalidating the Agreement and without notice to any surety, OWNER may, ~~subject to written approval by AGENCY~~ at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive; a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.8.

10.03 Execution of Change Orders

- A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written

ARTICLE 10- CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of

any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes

- A. Notice; Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).
- B. ENGINEER's Decision; ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of

the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
 2. no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction, within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.
- C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 -COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.
1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the

Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from

subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less

market value, of such items used but not consumed which remain the property of CONTRACTOR.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by

insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressive, and similar petty cash items in connection with the Work.
- i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required

because of the changes in the Work or caused by the event giving rise to the Claim.

- j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.I or specifically covered by paragraph 11.01.A.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of the Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost

breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents

provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
2. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the

parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2,

on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

- C. CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five

percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in anyone change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.
- B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim

for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

- A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and

CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inaction's of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 -TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing, CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or

inspections conducted pursuant to paragraph 13.04.8 shall be paid as provided in said paragraph 13.04.8; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body. CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.
- D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER be uncovered for observation.

- F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If

the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and

replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective. CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER

- may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.
- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.
- A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.
- D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

13.09 OWNER May Correct Defective Work

- A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as

- required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractor, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.
- C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineer, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others; destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.
- D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.
- ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION**
- 14.01 *Schedule of Values***
- A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.
- 14.02 *Progress Payments***
- A. Applications for Payments
1. At least 20 days before the date established for each

progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the

Agreement

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final

- determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.
3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be aid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.
4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.
5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.8.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written

Amendment or Change Orders;

- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

- 1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

- 1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

- 2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

- 3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.I.

14.03 CONTRACTOR's Warranty of Title

- A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER no later than the time of

payment free and clear of all Liens.

14.04 Substantial Completion

- A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, ~~AGENCY~~, CONTRACTOR, and ENGINEER shall make a prefinal inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete,

ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes

a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If

ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.1 O regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER, ~~AGENCY~~ and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Application for Payment
 1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other

evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR

may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's application of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying

documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

- A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 -SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

- A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER that will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
 2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
 3. CONTRACTOR's disregard of the authority of ENGINEER; or
 4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work, and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.
- C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- 15.03 OWNER May Terminate For Convenience**
- A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect

to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. for reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

- A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16- DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Dispute resolution methods and

procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to

the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

Appendix B: Supplemental Conditions

SECTION SC

SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.2 COPIES OF DOCUMENTS

Amend the first sentence of paragraph 2.2 of the General Conditions to read as follows:

"OWNER shall furnish to CONTRACTOR up to three copies of the Contract Documents."

SC-2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 2.3 of the General Conditions in its entirety and substitute the following in its place:

"The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within sixty (60) days after the effective date of the Agreement."
"

SC-4.2 PHYSICAL CONDITIONS

Contractor shall make his own determination of physical and subsurface conditions of the site and the location, depth, type, and description of underground or overhead utilities, pipes, and conduits at the project site. Such information (if any) shown on the Drawings was obtained from readily available sources believed to be reliable but may not be accurate or complete. Excavation and/or electronic detection methods were not used to verify the information.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Each insurance policy required by Article 5 of the General Conditions shall contain a provision that the coverage afforded "Will not be cancelled, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to the Owner and Engineer". Certificates of Insurance shall state that the above included in each policy or is added by policy endorsement.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.3.1 and 5.3.2 Workers Compensation, etc.:

- (1) State: Statutory
- (2) Federal: Statutory

5.3.3, 5.3.4 and 5.3.5 Comprehensive General Liability:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)

Revised September 2019

\$1,000,000 Aggregate

- (2) Property Damage liability insurance shall include Collapse Hazard, Underground Property Damage Hazard, Broad Form Property Damage, Independent Contractors', and completed operations coverages. (Explosion Hazard coverage shall be provided if blasting operations are anticipated, and/or prior to any actual blasting operations). Coverages shall be specifically identified on the Certificates of Insurance.

- (3) Personal Injury:

\$1,000,000 Annual Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing the above Limits into compliance.

- (4) Railroad Protection Policy: To limits specified in Railroad Encroachment Permits (Only if applicable).

5.3.6 Comprehensive Automobile Liability:

- (1) Bodily Injury and Property Damage

\$1,000,000 Combined single limit (BI & PD)

- (2) Automobile Liability shall include any and all autos and road vehicles, including owned, non-owned, and hired.

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.4 CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability Insurance required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) Bodily Injury and Property Damage

\$1,000,000 Combined single limit (BI & PD)

\$1,000,000 Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.5 OWNER'S LIABILITY INSURANCE

Delete paragraph 5.5 of the General Conditions in its entirety and insert the following in its place:

"The Contractor shall provide an Owner's Protective policy which shall provide liability coverage, including personal injury, for not less than the amounts required for the Contractor's Liability Insurance under the General Conditions paragraph 5.3 and shall include the ENGINEER and ENGINEER's Consultants as additional insured parties. The policy shall be delivered to the Owner prior to issuance of Notice to Proceed. "

SC-5.6 PROPERTY INSURANCE

- (1) Delete the first sentence only of paragraph 5.6 of the General Conditions and substitute the following in its place:

"Contractor shall purchase and maintain property insurance upon the Work at the site(s) to the full insurable value thereof."

- (2) For only that portion of the Work that is underground water and sewer utility installation, Contractor may purchase and maintain Builder's All Risk insurance only to the full insurable value of material in storage at the site or in storage off site, but not yet incorporated into the Work (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).
- (3) Add to paragraph 5.6: "The All Risk property insurance policy shall be delivered to the OWNER prior to issuance of the Notice to Proceed."

SC-6.2 SUPERVISION AND SUPERINTENDENCE

Add a new paragraph immediately after paragraph 6.2 of the General Conditions as follows:

"6.2.1 Contractor shall have a responsible representative on call at all times and shall maintain a crew with necessary tools and equipment available on call after normal Working hours, on weekends, during inclement weather and other times when Work is not in progress, to perform any necessary emergency repair Work which may occur as a result of the Work under this Contract. Negligence on the part of the Contractor, in the opinion of the Owner, to satisfy such situations will be just cause for the Owner to take whatever action necessary to remedy the situation and to deduct the cost from monies due the Contractor."

SC-6.3 LABOR, MATERIALS AND EQUIPMENT

Add sentence to paragraph 6.3 of the General Conditions as follows:

"Contractor's request for consent for overtime, Saturday or legal holiday Work shall be delivered to the ENGINEER at least 48 hours prior to proposed start of such operations."

SC-6.13 PERMITS

Add the following to paragraph 6.13 of the General Conditions:

"Railroad crossing and State of Georgia Department of Transportation (GDOT) encroachment permits will be furnished by the Owner. GDOT blasting permits shall be obtained by the Contractor. Any delays in obtaining Owner furnished permits will not be cause for extra compensation; however, they will be cause for an extension of the Contract Time for a period equal to the delay. Contractor's Work shall conform to all requirements of the permits. Contractor shall obtain and pay for extra insurance and bonds (if any) required by permits. Owner will pay fees of utility service companies for permanent connections required by the Work. Contractor shall pay all utility user fees for temporary utilities required for the Work during the construction period until Substantial Completion."

SC-6.19 RECORD DOCUMENTS

Add to Article 6.19 the following:

"Keep accurate up-to-date as-built drawings as the Work progresses. These drawings shall reflect any deviations from the original Contract Documents. At the completion of the Work, the Contractor shall transfer all "as-built" corrections and notations. This set shall be delivered to and approved by the ENGINEER prior to final payment."

SC-6.20 SAFETY AND PROTECTION

Comply with all of the requirements of Public Law 91-956, cited as the "Occupational Safety and Health Act of 1970," and all amendments thereto, commonly referred to as OSHA, and it shall be the responsibility of the CONTRACTOR to fully enforce and comply with all of the provisions of the Act. Comply with OSHA requirements for maintaining a competent person at the job site at all times who is capable of identifying existing and predictable hazards in the surroundings or Working conditions which are unsanitary, hazardous, or dangerous to employees, and who is knowledgeable about OSHA standards, and who has authorization to take prompt corrective measures to abate hazards. A competent person at excavation, trenching or shoring sites also must be one having training in, and be knowledgeable about, soils analysis and the use of protective systems, shall have completed trench safety training in a course approved by the OSHA Training Institute, and shall be licensed as a "Utility Foreman" in the State of Georgia .

SC-9.8 PROJECT REPRESENTATION

Add a new paragraph immediately after paragraph 9.8 of the General Conditions to read as follows:

"9.8.1 The duties, responsibilities, and limitations of the Resident Project Representative shall be as stated in Duties, Responsibilities, and Limitations of Authority of Resident Project Representative."

SC-10 CHANGES IN THE WORK

Add paragraph 10.6 to the General Conditions to read as follows:

"10.6 The itemized quantities shown in the Bid Form shall be considered by the CONTRACTOR as the estimated quantities required to complete the Work only for the purpose of bidding. Should actual quantities required in the construction of the Work be greater or less than the quantities shown on the Bid Form, an amount equal to the difference in quantities at the unit prices bid for the items will be added to or deducted from the contract price upon completion of the Work. Owner may elect to delete entirely one or more bid items from the Work by giving written notice to the CONTRACTOR prior to commencement of Work on the deleted bid item."

SC-13.14 OWNER MAY CORRECT DEFECTIVE WORK

Add the following to Paragraph 13.14 after the first sentence:

"In the event of damage to existing utilities, or failure of completed or partially completed Work, which damage or failure creates an emergency or loss of service exceeding 4 hours, the Owner may (a) proceed to correct defective Work without prior written notice to the CONTRACTOR and (b) directly invoice CONTRACTOR for all such direct and indirect costs of the OWNER in accordance with OWNER's current policies".

SC-16 ARBITRATION

Article 16 of the General Conditions is deleted in its entirety.

END OF SECTION SC

Appendix C: Technical Specifications

This section contains the technical specifications which apply to this project:

01200 Price and Payment Procedures

01330 Submittal Procedures

01400 Quality Control

01780 Closeout Documents

02220 Demolition

02230 Clearing & Grubbing

02310 Grading

02775 Concrete Sitework

02900 Landscaping

02950 Site Cleanup and Finish

99999 Miscellaneous Construction

[rest of page blank]

SECTION 01200**PRICE AND PAYMENT PROCEDURES****PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. The schedule of values shall be the exact same as the schedule of items in this project manual. Section summary totals shall be omitted.
- C. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Submit no more than one progress payment a month.
- B. Present required information in typewritten form or electronic media printout.
- C. Utilize the AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet(s). Approval from the City shall be obtained prior to the submission of any other form utilized besides what is specified herein.

1.04 APPLICATION FOR PROGRESS PAYMENTS-LUMP SUM CONTRACT

A. For each item, provide a column listing each of the following:

1. Item Number.
2. Description of work and authorized change orders.
3. Scheduled Values.
4. Work completed and accepted by the City from previous applications.
5. Work completed and accepted by the City for current period.
6. Materials presently stored (if applicable).
7. Total completed and stored to date of application.
8. Percent of completion.
9. Balance to finish.
10. Retainage.

B. Execute certification by signature of authorized officer.

C. Use data from Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

E. Submit one copy of each Application for Payment.

F. Include the following with the application:

1. Transmittal letter.
2. Construction progress schedule, revised and current.
3. Partial release of liens from major Subcontractors and vendors.
4. Other documents as required.

1.05 APPLICATION FOR PROGRESS PAYMENT-LUMP SUM CONTRACT WITH

UNIT PRICE ITEMS

A. For each item, provide a column listing each of the following:

1. Item Number.
2. Description of work and authorized change orders.
3. Unit of measure.
4. Bid quantity.
5. Unit price.
6. Bid total.
7. Work completed from previous applications.
 - a. Percentages for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
8. Work completed for current period.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
9. Total work completed to date.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
10. Total due this month.
11. Total due to date.

B. Execute certification by signature of authorized officer.

C. Use data from Schedule of Values. Provide percentages and/or actual quantities in each column for each line item for portion of work performed.

- D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit one copy of each Application for Payment.
- F. Include the following with the application:
 - 1. Transmittal letter.
 - 2. Construction progress schedule, revised and current.
 - 3. Partial release of liens from major Subcontractors and vendors.
 - 4. Other documents as required.

1.06 CONTRACT MODIFICATION PROCEDURES

A. Construction Change Directive.

- 1. The City Representative may issue a document instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- 2. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
- 3. Contractor shall promptly execute the change in Work.

B. Proposal Request.

- 1. The City Representative may issue a document which includes a detailed description of a proposed change.
- 2. Document may be accompanied with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
- 3. Contractor shall prepare and submit a fixed price quotation within 10 days.

C. Contractor Request for Change.

- 1. Contractor may propose a change by submitting a request for change to the

City Representative.

2. Request for change shall describe the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
3. The Contractor shall not stop work while waiting on approval of the submitted Request for Change unless written consent is provided by the City Representative.

D. Computation of Change in Contract Amount.

1. For changes requested by the City Representative for work falling under a contract with Unit Price items, the amount will be based on the Contractor's bid prices.

E. Substantiation of Costs.

1. Contractor shall provide full information required for evaluation.
2. The following data shall be provided:
 - a. Quantities of materials, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
3. Contractor shall support each claim for additional costs with additional information. The minimum following information shall be included:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts,

similarly documented.

- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- G. Promptly enter changes in Project Record Documents.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments and sum remaining due.
- B. A separate application for payment shall be submitted for retainage release accompanied by all required close out documents specified in Section 01780.

END OF SECTION 01200

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Data: Submittals that provide calculations, descriptions, or documentation regarding the work.
- B. Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.
- C. Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

- D. Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
- E. Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.
- F. Reports: Reports of inspections or tests, including analysis and interpretation of test results.
- G. Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.
- H. Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- I. Records: Documentation to record compliance with technical or administrative requirements.
- J. Operation and Maintenance Manuals: Data which forms a part of an operation and maintenance manual.

1.02 SUBMITTAL CLASSIFICATION

- A. City approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Department of Public Works.

1.03 APPROVED SUBMITTALS

- A. The Department of Public Works approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

- B. Approval will not relieve the Contractor of the responsibility for any error that may exist. The Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.
- C. After submittals have been approved by the Department of Public Works, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.04 DISAPPROVED SUBMITTALS

- A. The Contractor shall make all corrections required by the Department of Public Works and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal.
- B. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Department of Public Works.

1.05 WITHHOLDING OF PAYMENT

- A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 - EXECUTION

2.01 GENERAL

- A. The Contractor shall make submittals as required by the specifications or as required by The Department of Public Works in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
- B. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- C. Prior to submittal, all items shall be checked and approved by the Contractor and each item shall be stamped, signed, and dated by the Contractor indicating the action taken.

- D. Proposed deviations from the contract requirements shall be clearly identified.
- E. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.
- F. Submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

2.02 SCHEDULING

- A. Submittals covering component items forming a system or items that are interrelated, shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be included.
- B. A minimum of seven (7) calendar days (exclusive of mailing time) shall be allowed for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

2.03 SUBMITTAL PROCEDURE

- A. Contractor shall send a minimum of three (3) copies of submittals to the Department of Public Works located at, 1790 Hembree Road, Alpharetta, Georgia 30009. Two (2) copies shall be kept by the Department of Public Works and the remaining copies submitted shall be returned to the Contractor.
- B. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The City reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

2.04 CONTROL OF SUBMITTALS

- A. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made before the Contractor scheduled date of installing items requiring approval by the City.

2.05 CITY APPROVED SUBMITTALS

- A. Upon completion of City review of submittals, the submittals will be identified as having "No Exceptions Taken", "Make Corrections Noted" or "Reject/Resubmit" by being so stamped and dated. Two (2) copies of the submittal will be retained by the Department of Public Works and the remaining copies of the submittal will be returned to the Contractor.
- B. The City reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Department of Public Works from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the City or for check testing by the City in those instances where the technical specifications so prescribe.

2.06 STAMPS

- A. Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall include the following minimum information:
 - 1. Name of Contractor
 - 2. Approved
 - 3. Approved with corrections as noted on submittal data and/or attached sheets
 - 4. Signature
 - 5. Title of signee
 - 6. Date

END OF SECTION 01330

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SERVICES

- A. Quality control services include inspections, tests, and related actions, including reports performed by the Contractor, independent agencies and by governing authorities. They do not include contract enforcement activities performed by the City.
- B Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, test, or approvals required by the Standard Specifications or the Owner's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City.

1.02 INSPECTIONS AND TESTING

- A. Contractor shall provide inspections and tests specified and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
- B. The Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.
- C. The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.

1.03 AUXILIARY SERVICES

- A. The Contractor shall cooperate with agencies performing inspections and tests and provide auxiliary services as requested. The Contractor shall notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:
 - 1. Providing access to the Work.
 - 2. Furnishing incidental labor and facilities to assist inspections and tests.
 - 3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 4. Providing facilities for storage and curing of test samples.

5. Delivering samples to testing laboratories.
6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Providing security and protection of samples and test equipment.

1.04 TESTING AGENCY RESPONSIBILITIES

- A. The testing agency shall cooperate with the City Representative and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.
- B. The agency shall notify the City Representative and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.
- C. The agency shall communicate the results of their tests to the City Representative and the Contractor either orally or in writing immediately after performance of services prior to leaving the site.
- D. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.
- E. The agency shall not perform duties of the Contractor.

1.05 COORDINATION

- A. Coordinate activities to accommodate services with a minimum of delay. Avoid removing and replacing construction to accommodate inspections and tests.
- B. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

1.06 SUBMITTALS

- A. The testing agency shall submit a certified written report, in duplicate, of each inspection and test to the City Representative.
- B. Submit additional copies of each report to the governing authority, when the authority so directs.

- C. Reports of each inspection, test, or similar service shall include, but are not limited to, the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making the inspection or test.
 6. Designation of the Work and test method.
 7. Identification of product and Specification Section.
 8. Complete inspection or test data.
 9. Test results and an interpretation of test results.
 10. Ambient conditions at the time of sample taking and testing.
 11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting.

1.07 QUALIFICATIONS

- A. Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
- B. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - EXECUTION

2.01 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, and sample taking, repair damaged construction.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 01400

SECTION 01780**CLOSEOUT DOCUMENTS****PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 SUBMITTALS**A. Project Record Documents**

1. Submit documents to City Representative with Retainage Release Application for Payment.

B. Operation and Maintenance Data (Where Applicable)

1. For equipment, or component parts of equipment put into service during construction and operated by the City, submit completed documents within ten days after acceptance.
2. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with City Representative comments. Revise content of all document sets as required prior to final submission.
3. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds

1. For equipment or component parts of equipment put into service during construction with City Representative's permission, submit documents within ten days after acceptance.

2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by City Representative.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.

3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.

- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch (216 x 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of City Representative, Contractor, Subcontractors, and major suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with City Representative's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 x 11 inch (216 x 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND

BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01780

SECTION 02220

DEMOLITION

PART 1-GENERAL

1.01 SCOPE OF WORK

- A. This section covers demolition and removal of existing items on site which interfere with proposed construction and protection of existing items to remain. This includes removal of existing structures, foundations, pavements, broken & dumped concrete and construction debris. The Contractor shall coordinate with the City phasing the work to accommodate existing site users.

1.02 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2–EXECUTION**2.01 UTILITY PROTECTION**

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.02 DEMOLITION AND REMOVAL

- A. Demolish and remove from site existing structures, foundations, curb & gutter, slabs, walks, paving, steps, and any other item above or below ground that interferes with construction of the project as shown on plans.
- B. Materials demolished and items removed shall become the property of the Contractor and shall be removed promptly from the site, except for salvageable items as specified by the City Representative. All demolished material shall be legally disposed of off the Owner's property. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under this contract.
- C. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any debris or mud shall be charged to the Contractor and be deducted from funds due to the Contractor.
- E. Littering of the site shall not be permitted.
- F. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with the City's noise ordinance.
- G. The Contractor shall comply with all applicable air pollution control requirements. The Contractor shall take appropriate actions to minimize atmospheric pollution. The City

shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne.

- H. No fires of any kind will be permitted on site.
- I. No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
- J. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

2.03 UTILITY ADJUSTMENTS

- A. All existing utilities shown within the construction area shall be removed, adjusted or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

2.04 PUBLIC SAFETY

- A. The Contractor shall provide all barricades, guards, lights and other installations required to protect persons and property during the work period. This shall be in addition to such protection required elsewhere in this specification.

END OF SECTION 02220

SECTION 02230

CLEARING AND GRUBBING

PART 1-GENERAL

1.01 SCOPE OF WORK

- A. This section covers clearing of vegetation, grubbing of stumps, roots, and debris, stripping of topsoil, disposal of unutilized materials and other incidental work related to preparing the site for later use.

1.02 DEFINITIONS

- A. Clearing: Clearing shall consist of the felling, trimming, and cutting of obstructions such as trees into sections and the satisfactory disposal of the trees and other surface vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.
- B. Grubbing: Grubbing shall consist of the removal and disposal of below-surface stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.
- C. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful; and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.
- D. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil and weeds, roots, toxic materials, and other non-soil materials.
- E. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

1.03 PROJECT/SITE CONDITIONS

- A. Work Limits: Area to be cleared and grubbed will be the limits of disturbance as shown on the plans.
- B. Burning: No burning of any kind shall be permitted.
- C. Landscape Preservation: Protect vegetation outside the work limits from injury. Existing trees and shrubs shall not be disturbed or damaged. Any existing trees and or shrubs that are damaged as a result of construction activities shall be pruned by an ISA Certified Arborist.
- D. Traffic: Minimize interference with adjoining roads, streets, walks and other adjacent occupied or used facilities during site clearing operations.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous

characteristics are encountered, do not disturb; immediately notify City Representative.

1.04 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2-EXECUTION

2.01 PROTECTION

- A. Prior to clearing and grubbing, locate and clearly flag trees and vegetation to remain or to be relocated. Erect and maintain a temporary fence around trees and vegetation to remain as indicated on the plans. Obtain approval from City Arborist for tree save fence locations prior to installing silt fence.
- B. Prior to clearing and grubbing, install erosion control measures as shown on the plans. Obtain approval from City Representative certified in erosion control inspections that erosion control measures have been installed properly and completely.
- C. Protect existing site improvements to remain from damage during construction. Any existing site improvements that are damaged during construction activities shall be restored back to their original condition as acceptable to the City Representative at no additional cost.
- D. Roads and Walks: Keep roads and walks free of dirt and debris at all times.

2.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.

- B. The Contractor shall protect all existing utilities that are indicated to remain from damage at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Notify the City of Alpharetta Public Works Department immediately of damage to an existing utility line or of an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utilities. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall notify the City of Alpharetta Public Works Department 72 hours prior to interruption of the service.
- D. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- E. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.03 CLEARING

- A. Clear trees, stumps, roots, brush, and other vegetation in areas to be graded; cut off flush with or below the original ground surface, except such trees and vegetation indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and be painted with an approved tree-wound paint. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require. Clearing shall also include the removal of existing obstructions that are a distance of 5 feet beyond the perimeter of to-be-built structures.

2.04 GRUBBING

- A. Requirements: Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a

depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground. Debris not suitable for foundation purposes shall be removed.

2.05 STRIPPING OF TOPSOIL

- A. Remove sod or grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials on site for re-use where applicable. Any extra topsoil not incorporated into the work shall be removed promptly from the site.

2.06 SALVAGE

- A. Salvage and place any items requested by City Representative in a location approved by the City Representative.

2.07 DISPOSAL

- A. Material that is not to be salvaged shall be removed promptly from the project site and legally disposed of.

END OF SECTION 02230

SECTION 02310

GRADING

PART1-GENERAL

1.01 SCOPE OF WORK

- A. This section covers stripping and stockpiling topsoil, grading, hauling, excavating, and backfilling required for site work, temporary grading, ditching and silt control to protect the site and adjoining properties from water and silt damage.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. The manual for Erosion and Sediment Control in Georgia, Current Edition, as published by the Georgia Soil and Water Conservation Commission, and "Best Management Practices" apply to all land disturbing activities.

1.03 DEFINITIONS

- A. Structural Fill: Fill supporting concrete walks, slabs or any other structure and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said structure measured at finished grade, thereafter tapering away at a 1:1 slope.
- B. Paving Area Fill: Fill supporting any asphalt or concrete paving for parking of cars or trucks, or driveways, and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said area measured at the finished grade, thereafter tapering away at a 1:1 slope.
- C. General Area Fill: Fill in the general grading area covering banks, hollows, drain ditches, landscaped areas, etc.
- D. Rock: Material which cannot be excavated except by drilling, blasting or wedging consisting of un-decomposed stone hard enough to ring under a hammer. The amount of solid stone shall not be less than one (1) cubic yard in volume.
- E. Topsoil: Natural or cultivated surface-soil layer containing organic matter, sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil, weeds, roots, toxic materials, and other non-soil materials.
- F. Earth Excavation: All material found below the surface of the ground except active utilities and rock.
- G. Suitable Material: Any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP. Suitable materials for grading shall be comprised of stones less than 8 inches in any dimension, except for fill

material for pavements and railroads which shall be comprised of stones less than 3 inches in any dimension.

- H. Unsuitable Material: Materials which do not comply with the requirements for suitable materials. Unsuitable materials also include man-made fills, trash, refuse, backfills from previous construction, and material classified as suitable which contain roots and other organic matter or frozen material.
- I. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.

1.04 SUBMITTALS

- A. Submit copies of Geotechnical Testing Reports to City Representative.
- B. Submit (2) copies of performance and product data for earthwork devices specified on the plans or as required by the City Representative.

1.05 EXISTING SITE CONDITIONS

- A. Existing conditions are shown on the drawings. The Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. Contractor shall notify the City Representative of any field conditions that are inconsistent with the plans.
- B. Items of historic or archaeological value discovered during construction operations shall remain the property of the City. Notify the City Representative immediately of any such findings for instruction.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - EXECUTION

2.01 LAYOUT

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

2.02 EROSION AND SEDIMENT CONTROL

- A. Contractor shall strictly adhere to the "Field Manual for Erosion and Sediment Control in Georgia" for required initial erosion, sedimentation, and pollution control measures. Only upon completion of installation of these measures in full and approval is obtained by the City Representative shall the Contractor expand his grading operations to the entire site.
- B. The Contractor shall construct all erosion control devices as shown on drawings. Contractor shall provide daily maintenance to such devices and remove accumulated sediment from traps after each rain event and haul off site.
- C. Protect newly graded areas from weather. Settlement or washing that occurs prior to acceptance of work shall be repaired, and grades established to required elevations shall be maintained by the Contractor until the date of substantial completion.
- D. Contractor shall be fully responsible for any damage occurring to property above or below the site which is a result of drainage or silt from the site. Contractor shall fully inspect erosion control devices prior to commencing any work and take any precautions in addition to these hereinafter specified which he deems necessary to protect the adjacent property.
- E. All areas in which earthwork shall be suspended for more than two (2) weeks shall be grassed with temporary grass.
- F. Contractor shall install storm drainage as grading progresses and make additional storm drainage installation possible. Direct swales to drainage structure locations as shown on drawings. Install required temporary sediment traps the same day as storm structures are installed.

2.03 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.04 HAZARDOUS MATERIALS

- A. It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.
- B. No soil found on site or transported to the site which is contaminated with material containing asbestos, PCB's, radon, gasoline, fuel oil, or other fossil fuels, shall be used for fill, backfill or landscape topsoil.
- C. Notify City Representative of any contaminated soil found on site. Any contaminated soil found on site shall be removed and disposed of in a manner approved by the appropriate regulatory agencies.

2.05 SITE PROTECTION

- A. The Contractor shall limit his grading and filling operations to within the work areas and shall not disturb the existing terrain or trees outside these lines. Locate storage sheds, temporary office and storage space as approved by the City Representative.

- B. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- C. Fill material placed against drainage structures or back-filled around utility pipes shall be placed and compacted by methods which will not cause any damage. Any damage, which does occur shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or washing that occurs to graded areas prior to acceptance of the work shall be repaired and grades re-established to the required elevations and slopes. Fill to required subgrade levels any areas where settlement occurs.
- F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.
- G. The Contractor shall provide effective drainage for the entire site at all times. Watersheds shall be diverted by ditching or embankment to prevent encroachment of surface water into excavations. No impoundment of water will be permitted except as provided; pools, puddles, or inundated excavations shall be drained immediately. The Contractor shall be fully responsible for all water damage to the site and to the installed work.

2.06 DEWATERING

- A. All excavations shall be kept free of water at all times. All mud caused by standing water must be completely removed from any excavation before the placing of any permanent material. Where necessary, the water table shall be maintained during construction by the use of pumps and ditches at a level two (2) feet below the deepest excavation. No excavation shall be made to full depth when freezing temperature may be expected. Protect excavation bottom from frost if placing of concrete or gravel is delayed.
- B. Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Contractor shall not allow water to accumulate in excavations. Remove water to

- prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- D. Contractor shall protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by dewatering operations.
 - E. Contractor shall provide temporary erosion and sedimentation controls during dewatering operations.
 - F. Contractor shall establish and maintain temporary drainage ditches and other diversions outside excavation limits upon the City Representative's approval to convey rainwater and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

2.07 TOPSOIL

- A. After all demolition, clearing and disposal is completed, the Contractor shall strip from the top of the existing ground all topsoil in all areas to be graded. Stockpile topsoil in designated or approved locations with proper drainage where it will not interfere with the work.
- B. At completion of job, topsoil shall be distributed with a minimum depth of four (4) inches to all disturbed or re-graded areas except pavement areas, parking lots, drives and walks at the direction of the City Representative. Ground shall be scarified before placing topsoil.

2.08 GRADING

- A. The Contractor shall be responsible for their own earthwork calculations and quantity take-offs. Should earthwork not balance on site, the Contractor shall be responsible for all costs associated with hauling in necessary structural fill and or hauling off excess cut material.
- B. All existing utilities shown within the construction area shall be removed, adjusted to finished grade or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor

shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

- C. All exterior grades shall be constructed in accordance with the drawings. In all cases, grades shall have sufficient pitch to drain water.
- D. All grading shall be done as required to bring the earth to the finished grades shown on the plans. Grades not otherwise indicated shall be uniform levels of slopes between points where elevations are given or between such points and existing finished grades.
- E. Insufficient Fill Material: If quantity of grading material is insufficient to provide finish grade elevations indicated on drawings. Contractor shall obtain additional fill material of specified quality from an off-site source. Obtaining and hauling of additional fill material shall be performed at no additional cost to the Owner. Any imported fill material must be approved by the Contractor's selected testing agency.
- F. Excess Cut Material: If quantity of grading material is in excess of quantities necessary to provide finish grade elevations indicated on drawings, any excess material shall be hauled off site. Hauling and disposal of excess cut material shall be performed at no additional cost to the Owner.
- G. Unsuitable Fill Material on Site: If graded and excavated materials on site are unsuitable for use as compacted fill as determined by the Contractor's selected testing agency, then suitable fill shall be obtained from an off site source. Obtaining and hauling of additional fill material and haul off of unsuitable materials shall be performed at a price negotiated between the Owner and Contractor.
- H. Grades: Cut, place, compact, fill and rough grade entire project area to within vertical tolerance not to exceed one-tenth (0.10) foot above or below finished grades shown with allowances made for sub-grades.
- I. Contractor shall take all precaution possible to prevent erosion of all graded areas of the site. Commence all fills at outmost part of fill and slope towards original ground so that all surface storm water drains back away from fill and does not run over the top of fill slope. Construct swales at bottom of proposed fill slopes prior to construction of any fills. Construct and maintain a swale at the outermost part of top fills as fills are constructed.
- J. Grade Maintenance: The Contractor shall provide additional fill material, remove excess material, or redistribute material, should grades be changed

by erosion or other construction at no additional cost.

- K. Weather Limitations: No grading, excavating or filling of any kind shall be permitted when raining, or site is in a wet, muddy or frozen condition unless approved by the City Representative.

2.09 EXCAVATION

- A. The Contractor shall excavate to lines, elevations, dimensions, and depth, plus such additional space sufficient for forms and working space, as indicated on the drawings.
- B. The Contractor shall accept full responsibility for all excavations. Contractor shall protect all excavation embankments against collapse. Where possible, embankments over four (4) feet high shall be made at a slope not greater than one and one-half (1-1/2) horizontal to one (1) vertical, or where the soil is very sandy or wet the slope should be no greater than two (2) horizontal to one (1) vertical; Steeper slopes than those suggested herein may be employed when the work is done under the supervision of a Georgia licensed Professional Engineer specializing in this type of work. Contractor shall conform to OSHA regulations for bracing and shoring.
- C. Where it is not possible to provide a safe embankment slope; all banks shall be temporarily supported and maintained secure until permanent support has been provided.
- D. Where ditches or trenches are over four (4) feet deep, cross bracing and shoring shall be provided to prevent collapse.
- E. To prevent caving or settlement of earth adjacent to excavations, and for the protection of persons as well as property, shoring, bracing and other similar work shall be provided and installed to meet the conditions in each particular case and shall be left in place until construction has reached a point where backfills behind walls or in ditches have been made and the need for shoring and bracing eliminated.

2.10 ROCK EXCAVATION

- A. When rock is encountered, the earth shall be cleared away and any rock shall be verified by the Contractor's selected testing agency. The Owner shall be notified before any rock has been removed in any way. If Contractor fails to notify the Owner prior to any rock excavation or removal, the Contractor will not be eligible for any payment for such work.

- B. Boulders less than one (1) cubic yard in volume or rock as defined shall be removed at no additional cost to the Owner. Rock encountered that is greater than one (1) cubic yard in volume shall be removed and hauled off at a price negotiated between the Owner and Contractor. If a price for rock excavation has been established in the schedule of items, the Contractor shall remove rock at the contract price.
- C. Decomposed rock and similar material that can be removed by tractor drawn ripper or power machinery will be classified as earth excavation.
- D. Blasting of rock shall be subject to the Owner's approval. All blasting shall be done in accordance with local ordinances, and permits shall be obtained where required by law.
- E. Materials accumulated as a result of blasting shall become the property of the Contractor and shall be promptly removed from the site. Burial of rock material in deep fill areas may be considered as allowed by the specifications or as approved by the City Representative.

2.11 TESTING

- A. Testing of fill in place shall be performed by a laboratory approved by the Owner. All tests shall be paid for by the Contractor. Tests shall be made continuously as necessary during the placing and compacting of the fill. Any areas that do not meet the compaction specifications shall be re-compacted to achieve compliance.

2.12 STRUCTURAL FILL

- A. Contractor shall install all necessary structural fill to provide the new grades as shown on the plans. Contractor shall load, haul, place, grade, and compact, all structural fill.
- B. All areas to receive structural fill shall be cleared and stripped as herein specified.
- C. Subgrade for all fill areas shall be inspected and approved by the Contractor's selected testing agency representative before beginning fill operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the

- Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling operation. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- D. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor's selected testing agency representative and City Representative. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- E. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.
1. Testing of structural fill shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted

lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

- F. In excavated areas, the upper twelve (12) inches of soils intended to support concrete walks, slabs, or any other structure shall be scarified and re-compacted to one-hundred (100) percent maximum density as determined by the Standard Proctor Compaction Test (ASTM D 698). In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.
 - 1. Testing of excavated areas intended to support concrete walks, slabs, or any other structure shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
 - 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.13 GENERAL FILL

- A. Areas to receive fill shall be stripped of trees, stumps and vegetation, and topsoil shall be stockpiled before fill is placed. Fill material shall be placed in lifts six (6) to eight (8) inches in loose measure and shall be compacted to at least ninety-five (95) percent of the maximum dry density as determined by Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During fill placement, in-place

density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of general fill shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each twenty-five hundred (2,500) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than twenty-five hundred (2,500) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.14 PAVED AREAS

- A. All paved areas to receive fill shall be cleared and stripped as herein specified.
- B. Subgrade for all paved areas to receive fill shall be inspected and approved by the Contractor's selected testing agency representative and City Representative before beginning filling operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling operation.

Any areas which “pump” under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

- C. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor’s selected testing agency representative and City Representative. Any areas which “pump” under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- D. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The top twelve (12) inches of fill shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.
 - 1. Testing of fill under paved areas shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
 - 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.
- E. In excavated areas, the upper twelve (12) inches of soils intended to support pavements shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.
- 1. Testing of excavated areas intended to support pavements shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
- 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.15 FINISH GRADING

- A. Areas to be seeded shall be brought to finished grade and smoothed.
- B. Areas adjacent to sidewalks shall be brought up flush with finished elevation

of sidewalks.

- C. Minimum topsoil depth shall be four (4) inches. No topsoil shall be spread in a frozen or muddy condition. In all cases positive drainage shall be provided. Allowance for settlement shall be made.
- D. Areas where the topsoil has not been removed shall be scarified and smoothed. All sticks, stones and rubbish shall be removed.
- E. Preparation of all lawn or landscape areas: Stockpiled topsoil from grading operations shall be spread evenly on the disturbed portion of the site. The soil shall be loosened and mixed to a depth of four (4) to six (6) inches and all stones over one (1) inch in size, sticks and rubbish removed via perpendicular passes (minimum two passes) by a "rockhound attachment" and hand raking. All areas shall be graded to finished grade. No heavy objects except lawn rollers shall be moved over lawn areas after the soil has been prepared unless the soil is again graded and loosened as specified above before topsoil is spread.

2.16 CLEANUP

- A. Any soil, peat or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones, and debris which has not previously been cleaned up shall be promptly removed from the site and disposed of as directed by the City Representative. All lawns and planting areas shall be prepared for final inspection prior to any planting.
- B. All debris, construction materials, Contractor's buildings or equipment, logs, stumps, boulders, or any other extraneous material deposited during construction shall be promptly removed from the site, which includes all graded areas, all wooded areas, and all other undisturbed areas. All debris shall become the property of the Contractor and be promptly hauled away from the site. All existing debris, logs, stumps, boulders, or other extraneous material shall be removed from all undisturbed or graded areas.

END OF SECTION 02310

SECTION 02775

CONCRETE SITEWORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section covers furnishing all labor, equipments and materials required to construct all curb and gutter, concrete paving, sidewalks and all other items indicated on the drawings, including layout, preparation of subgrade, formwork, placing, finishing and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards:
 - 1. STD. 901 Roadway Pavement Sections, Curb and Gutter Details
 - 2. STD. 902 Concrete Sidewalk Details, Curb Cut Ramp Details
 - 3. STD. 951 Commercial, Industrial Driveway Details
 - 4. STD. 952 Residential Driveway Details
- B. Where testing frequencies conflict between the specifications in this section and the requirements on the City of Alpharetta Standard Drawings, the frequencies outlined in this specification shall overrule.

1.04 SUBMITTALS

- A. Mix Design: Submit mix design for each concrete mix specified on plans. Submit alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
 - 1. Indicate amounts of mixing water to be withheld for later addition at project site.

- B. Submit copies of Concrete Testing Reports to City Representative.
- C. Submit copies of concrete break results to City Representative.
- D. Submit (2) copies of performance and product data for concrete devices specified on the plans or as required by the City Representative.
- E. Additional submittals as required by the City Representative.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete sitework similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to the City, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing specified herein as documented according to ASTM E 548.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- D. ACI Publications: Comply with ACI 301, "Specifications for Structural Concrete", unless modified by the requirements of the Contract Documents.
- E. Concrete Testing Services: Engage a qualified independent testing agency to perform material evaluation tests.
- F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the

Manual for Uniform Traffic Control Devices (MUTCD).

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II - PRODUCTS/MATERIALS

2.01 CONCRETE MIXES

- A. Prepare mix designs proportioned to ACI 211.1 and ACI 301 for each type and strength of concrete determined by either laboratory trial mixes or field experience.
- B. Provide mix designs to provide concrete with the following properties:
 - 1. Minimum compressive strength (28 Days): 3,000 PSI unless noted otherwise on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.49.
 - 3. Slump Limit: 3 inches plus or minus 1 inch.
 - 4. Air Content: 4.5 % plus or minus 1.5 %.

2.02 CEMENTITIOUS MATERIALS

- A. Use the following cementitious materials of the same type, brand and source throughout the project:
 - 1. Portland Cement: ASTM C 150, Type I supplemented with the following:
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground, granulated blast furnace slag: ASTM C 989, Grade 100 or 120.
 - c. Silica Fume: ASTM C 1240, amorphous silica.
 - d. Normal weight aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregate from a single source.
 - 1. Maximum coarse aggregate size: 1 inch (25 mm) nominal.
 - 2. Fine aggregate: Free of materials with deleterious reactivity to alkali in cement.

- e. Water: ASTM C 94/C 94M and potable.

2.03 ADMIXTURES

- A. Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute to water-soluble chloride ions exceeding those permitted in hardened concrete.
 - 1. Air-entraining admixture: ASTM C 260
 - 2. Water-reducing admixture: ASTM C 494/C 494M, Type A.
 - 3. Retarding admixture: ASTM C 494/C 494M, Type B.
 - 4. Water-reducing and retarding admixture: ASTM C 494/C 494M, Type D.
 - 5. Calcium Chloride: The use of calcium chloride or admixtures containing calcium chloride is permitted provided:
 - a. No more than 2% calcium chloride is added.
 - b. The calcium chloride is mixed at the concrete plant.
 - c. No calcium chloride is added to concrete used to pour any item containing reinforcing steel or wire mesh.

2.04 STEEL REINFORCEMENT

- A. Plain steel welded wire reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

2.05 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice", of greater compressive strength than concrete.

2.06 FORMS

- A. Forms shall be constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines and elevations and within tolerances specified.
- B. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during deposition and consolidating concrete.

2.07 FORM RELEASE AGENT

- A. Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.08 EXPANSION JOINT MATERIAL

- A. ASTM D 1751, asphalt-saturated cellulosic fiber.

2.09 DETECTABLE WARNING SURFACE

- A. Raised truncated domes with a nominal diameter of 0.9 Inch, a nominal height of 0.2 Inch, a center to center spacing of 1.7 Inches and with a visually contrasting color selected by Owner.
 - 1. Utilized product must appear on Georgia Department of Transportation's QPL-87 Detectable Warning Surfaces. Color selected by Owner.
 - 2. Stamping of ADA warning strips into concrete will not be accepted.

PART III - EXECUTION

3.01 LAYOUT

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

3.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3)

working days prior to starting any work.

- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

3.03 SITE PROTECTION

- A. Protect existing and placed concrete from damage. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- B. Maintain concrete free of stains, discoloration, dirt and other foreign material. Clean concrete no more than two (2) days before date of final inspection.
- C. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or cracking that occurs to concrete areas prior to acceptance of the work shall be repaired and or replaced.

3.04 WEATHER LIMITATIONS

- A. Cold Weather Placement: Concrete placement shall not take place when air temperature reaches 40 degrees F and falling, or is already below that point.

Placement may begin when air temperature reaches 35 degrees F and is rising or is already above 40 degrees F. Protect concrete from physical damage or reduced strength that could be caused by frost, freezing actions or low temperatures. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the air temperature, aggregates or water is below 35 degrees F, placement and protection shall be approved in writing by the City Representative. Approval shall be contingent upon the following provisions:

1. The underlying material shall be prepared and protected so that it is entirely free of frost or frozen materials when concrete is placed.
 2. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 80 degrees F.
 3. Aggregates shall be free of ice, snow, and frozen lumps before entering the mixer.
 4. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period.
 5. Do not use calcium chloride, salt or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
 6. Cold weather concrete placement shall comply with ACI 306.1.
- B. Cold Weather Placement Time: When air temperature is below 85 degrees F contractor shall have 90 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the 90 minute time limit the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to the expired time limit shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.
- C. Hot Weather Placement: The temperature of concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled if necessary to maintain a satisfactory placing temperature. The placing temperature shall not exceed 90 degrees F at

any time.

1. Chilled mixing water or chopped ice may be used to control temperature provided water equivalent of ice is calculated into the total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 2. Cover reinforcement steel with water-soaked burlap so reinforcement temperature will not exceed ambient air temperature immediately before placing concrete.
 3. Fog-spray forms, reinforcing steel and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.
 4. Hot weather concrete placement shall comply with ACI 305R.
- D. Hot Weather Placement Time: When air temperature is between 85 and 90 degrees F, the contractor shall have 75 minutes from batch time printed on the delivery ticket to place concrete. When air temperature is above 90 degrees F the Contractor shall have 60 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the time limits specified herein, the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to expired time limits shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.

3.06 FIELD QUALITY CONTROL

- A. The Contractor shall engage a qualified testing and inspection agency to sample materials, perform field tests and inspections and prepare test reports during concrete placement according to requirements specified in this section.
- B. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. Slump: ASTM C 143, one test at point of placement for each composite sample for each type of concrete poured. Perform additional tests when concrete consistency appears to change.
 2. Air Content: ASTM C 231, pressure method, one test for each composite

sample for each type of concrete poured.

3. Concrete Temperature: ASTM C 1064, one test hourly when air temperature is 40 degrees F and below, when air temperature is 80 degrees F and above, and one test for each composite sample.
4. Compression Test Specimens: ASTM C 31, one set of four (4) standard cylinders for each composite sample. Cylinders shall be molded and stored for laboratory-cured test specimens.
5. Compressive Strength Tests: ASTM C 39, one specimen shall be tested at seven (7) days and two (2) specimens at twenty-eight (28) days; one specimen shall be retained in reserve for later testing if required.
 - a. Strength of each concrete mixture will be satisfactory if every average of any three (3) consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 PSI.
6. Test results shall be reported in writing to Owner, Concrete Manufacturer and Contractor within 48 hours of testing. Reports of compressive strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspection agency, location of concrete batch in work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength and type of break for both 7 and 28 day tests.
7. In the event that concrete break results do not achieve specified strengths, nondestructive testing may be utilized by an independent testing agency. Impact hammer, sonoscope or other nondestructive device may be permitted by the Owner but will not be used as the sole basis for approval or rejection.
8. Additional Tests: The Contractor's selected testing agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met as directed by the City Representative.
9. Additional testing and inspecting at the Contractor's expense will be performed to determine compliance of replaced or additional work with specified requirements.
10. Correct deficiencies in the work where test reports and inspections indicate

noncompliance with the contract documents.

C. CONCRETE DELIVERY TICKETS

1. Place only concrete mix designs approved by the Owner. Concrete delivery tickets shall have the following minimum information on the ticket:
 - a. Approved mix code.
 - b. Batch time and date.
 - c. Maximum allowable water that may be added at the job site.
 - d. Type of concrete and amount.
 - e. Amount of concrete ordered and delivered.
 - f. Project description/location.
2. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the minimum specifications outline above, the City Representative can reject the load of concrete. If rejected, the load of concrete shall be promptly removed from the site at the Contractor's expense.

3.07 CONCRETE CURB AND GUTTER

A. Subgrade Preparation.

1. Curb and gutter subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of curb and gutter tested by the Contractor's selected testing agency per the

requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.

2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:
1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
 2. Additional tests may be required as determined by the City Representative.
- D. Formwork.
1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
 2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.
- E. Reinforcement.
1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
 2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
 3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
 4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
 5. Install welded wire fabric in lengths as long as practicable. Lap adjoining

pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of curb and gutter.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks and where indicated or requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- h. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch at right angles to the line of curb and gutter. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed in ten (10) foot intervals where indicated or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.

- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

2. Finishing

- a. Exposed surfaces shall be floated and finished with a smooth wood float until true to grade, section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of $\frac{1}{4}$ inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.08 CONCRETE PAVING

A. Subgrade Preparation.

1. Concrete Paving subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete paving tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Extend expansion joints the full width and depth of joint.
- e. Place top of expansion material flush with finished concrete surface.
- f. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete paving to required cross section, lines, grades, finish, and jointing as specified.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.09 CONCRETE SIDEWALK

A. Subgrade Preparation

1. Concrete Sidewalk subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete sidewalk tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.

2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.
3. Form sidewalk to ensure there is no more than 2.08 % or ¼ inch per foot cross slope from front to back of sidewalk per City of Alpharetta Standard Drawings.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints
 - a. Expansion joints shall be installed by means of preformed expansion joint material one-half (½) inch in thickness cut and shaped to the cross

section of existing concrete.

- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- g. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.

- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete sidewalk to required cross section, lines, grades, finish, and jointing as specified.
- g. Where reinforcing bars are indicated, Contractor shall consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.10 ADA REQUIREMENTS

- A. Sidewalk: Contractor shall construct sidewalks per City of Alpharetta Standard Drawings. Cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- B. Driveway Aprons: Contractor shall construct driveway aprons per City of Alpharetta Standard Drawings. Cross slope of driveway aprons where sidewalk passes through shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full

width of sidewalk.

- C. Handicap Ramps: Contractor shall construct handicap ramps per the City of Alpharetta Standard Drawings. Landing slopes shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) in any direction. Ramp longitudinal slope shall not exceed 1 inch per foot (8.33%) at any point. Ramp cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) at any point.
- D. If existing grades do not permit ADA compliance the City Representative shall determine the required slopes to be met.

END OF SECTION 02775

SECTION 02900 LANDSCAPING

(Revised 08/15/2018)

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Construction Drawings are collectively applicable to this section.
- B. Extent of landscape work is indicated on Drawings and in Schedules. Where specifications and plans contradict, the more stringent requirements shall apply.
- C. Provide all labor, material and equipment required or inferred from Drawings and Specifications to complete the Work of this Section.

1.02 QUALITY ASSURANCE

A. Reference Standards:

- 1. Standardized Plant Names, 1988 edition, by the American Joint Committee on Horticultural Nomenclature.

2. American Standard for Nursery Stock, ANSI Z60.1, 2014 edition, by the American Nursery & Landscape Association.

B. Source Quality Control:

- 1.General: The only plant material accepted will be grown in an established nursery within industry standard horticultural practice. The stock will be free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.

- 2.Inspection of Plant Material prior to Digging:

- a. Contractor will secure all plant material to be supplied for the Project, and inform the Arborist, in writing, of location(s) within ten (10) days of Award of the Contract.
- b. Arborist reserves the right to approve 100% of plant materials for the Project provided by the Contractor's sources.
- c. Should the plant material be determined unacceptable, the contractor will pursue other sources until acceptable plant material is obtained, at no additional cost to the City of Alpharetta.
- d. Approval at the plant source does not affect the City's right to reject material at the time of shipping receipt or before, during or after installation.
- e. Contractor will inform the Arborist 72 hours prior to delivery of plant material to arrange for an inspection. The Arborist reserves the right to be present during delivery and to inspect the plant material prior to installation. The Arborist may reject plant materials at this time. Approval of delivered material does not affect the City's right to reject material before, during or after installation.

3. Shipping

- a. Landscape materials will be shipped with certificates of inspection as required by governing authorities. Inspection by Federal and/or State Governments at the site does not preclude rejection of plant material by the Arborist. Plants must be properly prepared for shipment to avoid damage.

- b. Plant material may be rejected if not properly shipped. Make arrangements for watering plant material during shipment as needed to avoid damage.
 - c. Do not ship plant material when temperatures are below 20 degrees Fahrenheit.
- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by a recognized laboratory.
- D. Do Not Make Substitutions: If specified landscape material is not available, submit to the Arborist proof of non-availability from reliable nursery sources (AmericanHort members) and proposal for use of equivalent material. Proof of non-availability must be submitted if the plant in question is not available in the Eastern United States.

1.03 SUBMITTALS

- A. Approval: Obtain approval from Arborist for all submittals prior to beginning of Work, unless otherwise noted.
- B. Topsoil Sample: Submit one cubic foot of topsoil proposed for use.
- C. Soil Report: Submit results of laboratory soil tests and a sample of recommended soil mix one week prior to beginning of the Work. All site soil and imported soil to be used must be tested for proper nutrients, organic matter and amendment recommendations from the testing laboratory. Submit physical soil sample, if requested by Arborist.
- D. Planting Schedule: Submit planting schedule showing scheduled dates for each type of planting in each area of site, prior to beginning of the Work.
- E. Certification: Prior to acceptance of plant material, submit certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- F. Maintenance Instructions: Upon completion of the installation, submit typewritten recommendations for maintenance of any portion of the landscape which, in the opinion of the Contractor, requires special attention.

- G. Approval and Selection of Materials and Work: The selection of all Materials and the execution of all operations required under the Drawings and Specifications are subject to the approval of the Arborist. The Arborist has the right to reject any and all materials and any and all Work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the operations. The Contractor shall remove rejected work and or materials from Project site and replace promptly.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers displaying weight, analysis and name of manufacturer. Protect materials from damage during delivery and while stored on site.
- B. Sod: Sod should be delivered within 24 hours after stripping. Sod should be protected from drying and breaking of rolled strips.
- C. Trees, Shrubs and Groundcover: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not damage bark or branches in handling. Cover and protect during shipment.
- D. Deliver trees, shrubs and groundcover AFTER planting preparations have been completed and install IMMEDIATELY. Any delay of planting in excess of six hours requires protection from weather and mechanical damage. Keep roots moist, store trees, shrubs and groundcover in a shaded area.
- E. Label at least one tree and one shrub of each variety with a securely attached waterproof tag designating its botanical and common name. Do not remove labels on plant materials until final acceptance by Owner.

1.05 JOB CONDITIONS

- A. Insurance on plant material and other stored or installed materials is the responsibility of the Contractor. The Contractor is liable for any losses due to theft, fire or vandalism incurred prior to Date of Substantial Completion of the work. Owner shall in no way be held responsible for any loss of plant material and other stored or installed materials due to fire, theft or vandalism.
- B. Proceed with and complete all landscape work as soon as portions of the site become available.

- C. Existing Utilities: Locate all underground utilities. Avoid possible damage to utilities. All damages to utilities resulting from this contract work will be repaired at the Contractor's expense.
- D. Excavations: When conditions detrimental to plant growth are encountered, such as debris, poor drainage or other subsurface deterrents, notify Arborist in writing.
- E. Planting Schedule: Prepare a proposed planting schedule. Coordinate schedule with General Contractor, Irrigation Contractor and other concerned Subcontractors. Plant trees after final grades are established and prior to planting of sodded areas, unless otherwise acceptable to Arborist. If planting of trees occurs after sodding work, protect sodded areas and promptly repair damage to sodden areas resulting from planting operations.

1.06 WARRANTY

- A. Warranty, following the date of Substantial Completion, against any defects or death as determined by the owner. **All trees shall be warrantied for a two year period. All shrubs, groundcovers and grass shall be warrantied for a one year period.** Damage by others or severe acts of nature beyond the Contractor's control are excepted.
- B. Remove and replace all dead, defected, or undesirable plant material as soon as noticed or directed by the Arborist, during the warranty period. Make replacements as soon as possible during the next acceptable planting season (Spring or Fall) as directed by the Arborist. All replacements will be at the expense of the Contractor.
- C. Replacements: Match adjacent specimens of the same species. Replacements are subject to all requirements stated in the Contract Documents. Warranty Period replacements, or those made after Final Acceptance, **will carry an additional one year warranty beginning at the end of the initial warranty period.**

1.07 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane

closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - PRODUCTS

2.01 TOPSOIL

- A. Topsoil may not have been stockpiled by the city for use in landscape work. The Contractor is to verify the quantity and quality of stockpiled topsoil and supply at no additional cost to the project any additional as needed.
- B. Any additional topsoil necessary shall be fertile, friable, sandy loam, reasonably free of subsoil, clay, weeds, litter, salts, refuse and free of roots, stumps and stones larger than one inch in any dimension and any other toxic substances or matter harmful to plant growth.
- C. Obtain topsoil from local sources having similar soil texture to that present at Project Site. The topsoil shall be fertile, friable, sandy loam obtained from a well drained site.

2.02 PLANTING SOIL MIX

- A. All backfill for trees and shrubs must be a Planting Soil Mix that is pre-approved by the Arborist. On-site soil to be used as backfill must be analyzed by a City approved laboratory, such as UGA Extension office, and then amended according to soil analysis recommendations in order to create an approved Planting Soil Mix.

Example Planting Soil Mix:

60% topsoil

40% prepared additives by volume as follows:

Three parts organic soil amendment

One part sterilized cow manure

Commercial fertilizer as recommended in soil analysis

Sulfur as recommended in soil analysis

2.03 SOIL AMENDMENT SPECIFICATIONS

- A. Lime: Natural limestone containing 100% of total carbonates, ground so that not less than 90% passes a 100-mesh sieve.

B. Organic Soil Amendment

1. Air dried, finely shredded to pass 70% through a 1/8" inch mesh, free of weeds and ph range suitable for intended horticultural use.
2. Humus may be peat-type or completely decomposed forest-type including decomposed leaves, bark and organic wastes.

C. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.

D. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.

E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients:

1. Provide a homogeneous fertilizer for trees, shrubs and groundcover complete with micro nutrients having an analysis of 12-4-8 (12 pounds of nitrogen, four pounds of available phosphoric acid and eight pounds of water soluble potash respectively for each 100 pounds of mixture).
2. Provide fertilizer for lawns in accordance with results and recommendations of soil report relative to lawn installation. Provide nitrogen in a form that will be available to lawn during initial growth period.

2.04 PLANT MATERIALS

A. General:

1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1-2014 "American Standard for Nursery Stock".
2. Specific requirements concerning plant material and the manner in which it is to be supplied are shown on the Drawings and Plant List (or Plant Schedule).

B. Quality and Size:

1. Furnish nursery grown plants, freshly dug, well branched, fully foliated when in leaf and with healthy well developed root systems. Shrubs must have self supporting stems. All plants to be disease free and without insect infestation (all life stages).
2. Provide full and symmetrical plants unless otherwise called for.
3. Provide trees and shrubs of sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to the Arborist. Rootballs must be increased proportionately per ANSI Z260.1-2014 standards. The increased size will not result in additional cost to the Owner.
4. Within each size range, not less than 50% of the plants must be of the maximum size specified; for example, 8'-10' height specification requires that not less than 50% of the plants are 10' height.
5. Balled and Burlaped Plants: Plants designated "B&B" are to have firm, natural balls of soil corresponding to sizes specified in ANSI Z60.1-2014 "American Standard for Nursery Stock". Balls to be firmly wrapped in biodegradable burlap and securely tied with biodegradable heavy twine, rope and/or wire baskets. Plants with loose, broken or manufactured rootballs will be rejected. Rootballs shall be lifted from the bottom only, not by stems or trunks.
6. Container grown plants in plastic containers will be acceptable in lieu of balled and burlaped plants provided that they are of specified size and quality. The container must be removed, with care being exercised as to not injure the plant and roots, prior to planting.

C. Trees:

1. Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1-2014 for type and species required. Provide single stem trees except where other forms are specified in the Contract Documents.
2. Caliper shall be measured six inches above ground for trees up to and including 4" caliper. Trees over 4" caliper shall be measured 12 inches above ground. Specified height and spread dimensions refer to the main body of the plant and not branch tip to tip. Take measurements with branches in natural position.

3. Do not limb up trees more than two feet before planting. Prune to desired form as directed by the Arborist.

D. Groundcovers:

1. Provide established and well-rooted groundcover plants, in removable containers or integral peat pots, having not less than the minimum number and length of runners per ANSI Z60.1-2014 for the pot size specified.

E. Grass:

1. Grass Seed: Provide fresh, clean, new crop-seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed, as specified in Drawings.
2. Sod: Provide strongly rooted sod, not less than two years old and free of weeds and undesirable native grasses. Only provide sod capable of growth and development when planted. Provide machine cut sod of a uniform minimum soil thickness of 5/8 inch plus thickness of top growth and thatch. Sod pieces to be consistent in size and shape. All sod must be a true certified turf grass.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Burlap for wrapping earthball shall be biodegradable jute mesh not less than 7.2oz per square yard. Wrapping materials made from man made fibers are unacceptable.
- B. Stakes: Grade No. 2 or better, uniform grade pressure treated pine LP-22 or sound new hardwood or redwood free of knotholes and other defects.
- C. Anchors: #4 rebars or comparable size steel stakes, 36 inches in length.
- D. Soil separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freeze-thaw.
- E. Drainage Gravel: Clean crushed stone no larger than 1" diameter.
- F. Water: Water transportation is the sole responsibility of the Contractor.

G. Mulch:

1. Unless otherwise indicated on the plans, mulch shall be pinestraw. Pinestraw shall be clean, fresh, dark brown, and free of branches, cones, foreign matter, insects and disease.
2. When plans indicate hardwood mulch, contractor shall adhere to specifications indicated on plans. If no specifications exist, hardwood mulch shall be clean, fresh, and free of branches, leaves, pine needles, manufactured wood products, foreign matter, insects and disease

H. Anti-Desiccant: Emulsion-type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and apply in accordance with manufacturer's instructions.

PART 3 - EXECUTION

3.01 PREPARATION

A. General:

1. Contractor shall examine conditions under which planting is to be installed, review applicable site survey drawings, and be familiar with location of underground utilities before digging.
2. Planting operations are to be performed according to specific dates indicated on plans. **If specific dates are not indicated on plans, planting shall be performed as follows:**
Trees: November 1 to February 28. Shrubs/groundcovers: April 1 to April 30.
No installation of plant material shall take place during official City Holidays or from December 24 through January 1. The Contractor guarantees the plant material as specified. Plant only during suitable weather conditions and seasons.
3. Lay out tree and shrub locations and areas for mass plantings. Flag tree locations, outline areas and secure Arborist's acceptance before start of excavation for planting work. Make adjustments as may be requested.
4. Notify Arborist of adverse sub-surface drainage or soil conditions. State conditions and submit a proposal for correction, including costs. Obtain

approval for method of correction prior to continuing Work in the affected area. In the event that alternate locations are selected, the Contractor shall prepare such areas at no additional expense to the Owner.

B. Excavation for Trees and Specimen Shrubs:

1. Excavate pits, beds and trenches as specified and as shown on the drawings.
2. Loosen hardpan until hardpan has been broken and moisture is allowed to drain freely.
3. For balled and burlaped (B&B) trees and shrubs make excavations at least 3' wider than the rootball diameter for the top 1/3 of the pit. For the remaining depth of the pit, excavate at least two feet wider than the rootball diameter and equal to the ball depth plus an allowance for setting rootball. **Arborist must approve sample tree pit prior to tree planting.**
4. For container grown stock, excavate as specified for balled and burlaped stock. Adjust to size of container width and depth.

C. Drainage Testing:

Tree and specimen shrub pit: Fill each pit $\frac{1}{4}$ full with water. If percolation is less than 100% within a period of 12 hours, drill a ten inch auger hole to a depth of four feet below the bottom of the pit. Fill auger hole with drainage gravel and cover with soil separator. Retest pit. If drainage is still unsatisfactory, Contractor must notify Arborist in writing of the the locations with unsatisfactory drainage so that a solution can be arrived at before planting.

3.02 PREPARATION OF PLANTING SOIL MIX

- A. Clean topsoil of roots, plants, clods, stones, clay lumps and other extraneous materials harmful or toxic to plant growth before mixing.
- B. For pit and trench type backfill, prepare Planting Soil Mix prior to backfilling and keep covered until used.
- C. For groundcover and shrub beds, prepare Planting Soil Mix either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

(Delay mixing of fertilizer if planting will not follow placement of Planting Soil Mix within a few days)

1. Mix lime, if required, with dry soil prior to mixing of fertilizer.
2. Prevent lime from contacting roots of acid-loving plants.
3. Apply phosphoric acid fertilizer (in addition to that constituting a portion of complete fertilizers) directly to subgrade before applying Planting Soil Mix and tilling.

3.03 PREPARATION OF SHRUB AND GROUND COVER PLANTING BEDS

- A. Layout planting beds on the ground as shown on the plans. Layout to be approved by Arborist prior to constructing the beds.
- B. Remove all existing turf throughout entire planting bed area.
- C. Till existing soil to 12" depth throughout entire planting bed area.
- D. Outline bed with a trench edge as detailed. Place soil from trench edge within bed area.
- E. Spread a 4" minimum depth layer of Planting Soil Mix over the entire bed area. Additional Planting Soil Mix may be necessary to build up shrub beds to grade as detailed. Work Planting Soil Mix into top of tilled soil.
- F. Fine grade planting areas to ensure positive drainage after settlement has occurred. Slope surface of shrub beds to drain toward the trench edge.

3.04 PREPARATION OF SEASONAL COLOR BEDS

- A. Excavate seasonal color bed to a depth of four inches, break through "hard pan" and remove all stone, roots, debris, etc. Remove excavated soil.
- B. Till excavated bed to a depth of 6-8".
- C. Slope the base of the seasonal color bed to the trench edge. Add four inch diameter drainage pipe if necessary to ensure proper drainage.
- D. Spread Seasonal Color Soil Mix consisting of topsoil and the following ingredients per 50 square feet:

1.100 lbs of topsoil

2.Six cubic feet organic soil amendment

3.Five pounds of bonemeal

E. Seasonal color bed should be a minimum of six inches above existing grade.

3.05 PREPARATION FOR PLANTING LAWNS

- A. Loosen the grade of lawn areas to a minimum depth of six inches. Remove stones over one and one half inch in any dimension, sticks, roots, rubbish and other extraneous material. Plant promptly after preparation.
- B. Grade lawn areas to a smooth, even surface with loose, uniformly fine textured soil. Roll and rake as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- C. Fertilize and lime prior to start of grassing operation. Apply ground limestone at the rate recommended by soil test analysis and work into top six inches of soil. Apply fertilizer at the recommended rate, work into top two inches of soil. The fertilizer application shall not precede the placement of sod by more than three days.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns.
- E. Repair lawn areas, if eroded or otherwise disturbed, after fine grading and prior to planting.
- F. Lawn areas within undisturbed grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, etc., prepare soil for lawn planting as follows prior to preparation of unchanged areas: remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property. Till to a depth of not less than six inches; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, free of lumps, stones, roots and other extraneous matter.

3.06 PLANTING TREES AND SPECIMEN SHRUBS

- A. Remove all existing turf within a 5' radius of all proposed trunk locations. Soil must be tilled to a depth of 12" within a 5' radius of all proposed trunk locations.
- B. Set balled and burlaped (B&B) stock on a layer of compacted planting soil mixture, plumb and in center of pit with top of ball 3 - 4" above the finish grade. Loosen and remove burlap and biodegradable ropes from half of rootball. **Cut and remove the top half of all wire baskets before backfilling.** Use Planting Soil Mix to backfill plant pits. After plants are set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two thirds full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Continue watering after placing final layer of backfill. **A City approved Moisture Manager product must be applied at time of initial watering per manufactureres specifications.**
- C. Install container grown stock exactly as specified for balled and burlaped stock. Remove containers, without damaging rootballs, prior to backfilling.
- D. As needed, apply anti-desiccant if deciduous trees or shrubs are moved in full leaf. Spray with anti-desiccant at nursery before moving and again after planting as per manufacturer's recommendations.
- E. Smooth planting areas to conform to specified grades after full settlement has occured and mulch has been applied.
- F. Mulching: Immediately after planting work has been completed, mulch all planting areas/beds to a minimum depth of three inches. **For trees, mulch ring must have a minimum radius of 5 feet.** Finish mulched area edges according to plan detail.
- G. Watering: All trees and specimen shrubs must be sufficiently watered at time of planting per section 3.06 B. Water thereafter as required by Section 3.10.

3.07 STAKING, GUYING AND PRUNING

- A. Stake and guy trees, if required, immediately after planting. Plants shall be plumbed after staking or guying. Maintain stakes and guys until acceptance of the job.

- B. Staking trees of one inch caliper and under or < four feet in height: Use single stake with rubber hose and fabric tie loop around trunk. Wire ties not allowed. Use only specified stakes.
- C. Staking trees of one inch to three inch caliper: Adhere to staking details unless alternate detail has been approved by the Arborist prior to the beginning of planting operations.
- D. Guying trees over three inch caliper: Guy trees according to detail. Position guys around trunk at approximately 2/5ths the height of the tree. Anchor guys in ground to specified stakes driven below finish grade.
- E. Pruning: Unless otherwise directed by the Arborist, do not cut tree leaders; remove only injured or dead branches from trees. Prune shrubs only at the direction of the Arborist.
- F. Inspect tree trunks for injury, improper pruning, and insect infestation. Inform Arborist of any problems.

3.08 PLANTING SHRUB AND GROUNDCOVER BEDS

- A. Prepare beds according to section 3.03.
- B. Remove plants from containers, without damaging the rootball, and set in excavated holes per plan specifications.
- C. Backfill rootball pit with soil from the bed and Planting Soil Mix. Lightly compact the soil around the plant to eliminate voids and air pockets.
- D. Mulching: Immediately after planting work has been completed, mulch all planting areas/beds to a minimum depth of three inches. Finish mulched area edges according to detail. Remove all mulch from foliage of plants.
- E. All shrubs, and groundcovers must be sufficiently watered at time of planting. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe. Water thereafter as required by Section 3.10 of these specifications.
- F. **A City approved Moisture Manager product must be applied per manufacturer's specifications at time of initial watering.**

3.09 INSTALLING LAWNS

A. Sodding New Lawns:

1. Water soil at area to be sodded prior to installing sod. Soil must be moist but not saturated when laying sod.
2. Lay sod within 24 hours from time of stripping. If not possible, sod may be stored on site up to 36 hours after stripping provided sod is properly protected; unstack, unroll, place in shade and keep moist.
3. Do not plant dormant sod.
4. Do not plant sod on frozen ground.
5. Lay sod to form a solid mass with tightly fitted joints. Do not overlap. Stagger strips. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly with water filled roller to ensure contact with subgrade. Work sifted soil into gaps between pieces of sod; remove excess to avoid smothering of adjacent grass.
6. Anchor sod with pegs to prevent slippage on slopes wherever erosion can be anticipated. Lay sod perpendicular to slope direction with staggered joints.
7. Water sod thoroughly with a fine spray immediately after planting until soil is damp to a depth of four inches.
8. **A City approved Moisture Manager product must be applied per manufacturer's specifications at time of initial watering.**

3.10 MAINTENANCE AND WATERING

- A. Begin maintenance immediately after planting and maintain trees, shrubs and other plants until Date of Substantial Completion.
- B. Maintain trees, shrubs and other plants by all accepted horticulture practices such as: watering, pruning, cultivating, spraying for insects and disease as well as remulching as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or to plumb position as required. **Remove all tree guys one (1) year after planting.**

- C. Maintain lawns until issuance of Final Acceptance unless otherwise noted. Maintain lawns by watering, weeding, mowing, repair of eroded areas and re-seeding or re-sodding as necessary to establish uniform lawn areas.

D. The contractor is responsible for watering of all trees and plants through final acceptance and the warranty period as follows:

All trees, shrubs, and groundcovers must be sufficiently watered at time of planting and during warranty period. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe.

Watering bags of sufficient volume (per manufacturer's specifications) must be placed on all trees, including multi-stem varieties, prior to acceptance by the Owner. Watering bags must be filled each time watering is required by watering schedule.

Trees, shrubs, and groundcovers must be watered as follows:

TREES

- Daily during first 2 weeks.
- Twice weekly during next 6 months.
- Weekly until established* (up to 24 months from date of installation).

SHRUBS/GROUNDCOVERS

- Daily during first 2 weeks.
- Twice weekly during next 6 months.
- Weekly until established* (up to 12 months from date of installation).

*Established = As determined by City but not to exceed 24 months for trees and 12 months for shrubs/groundcovers.

Contractor must provide a watering schedule prior to plant/tree installation. In the event that conditions do not require trees, shrubs and groundcovers to be watered, the contractor must submit a written explanation to Owner's Representative stating the reason for bypassing watering. Explanation must be submitted prior to or on the same day the scheduled watering is bypassed.

Failure to meet the watering requirements of the contract without prior written approval by the Owner's Representative may result in reduced payment, bond claims, or potential contract termination.

3.11 CLEAN UP AND PROTECTION

- A. Keep pavements, staging, and work areas in an orderly condition.

- B. Upon completion of work, clear grounds of debris, materials, and all equipment.
- C. Protect Landscape Work and materials from damage due to operations by other contractors and trades. Maintain protection during installation and maintenance periods. Repair or replace damaged areas as directed, at no additional cost to the Owner.
- D. Theft: Contractor is responsible for theft of plant material at the Project Site before, during, and after planting until the Issuance of Substantial Completion.

3.12 INSPECTION AND ACCEPTANCE

- A. Periodic site inspections will be made from time to time by the Arborist to review the quality and progress of the work. Unacceptable work must be corrected within five calendar days.
- B. Upon completion of work, the Contractor shall notify the Arborist at least ten (10) days prior to requested date of Substantial Completion for inspection of all portions of the work. Based upon inspection, the Arborist will issue a punch list for work to be corrected. All work in the punch list must be completed within five (5) working days from receipt of punchlist. Where inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected and accepted by the Arborist.
- C. Certificate of Substantial Completion will be issued for acceptable work. Substantial Completion will not be issued for items with outstanding punch list requirements.
- D. Warranty commences on the date of issuance of the Certificate of Substantial Completion. All new plant material and maintenance is the responsibility of the Contractor. Replacements and repair during the warranty shall be at the expense of the Contractor.
- E. Final acceptance: One year after the Date of Substantial Completion the Owner will inspect shrubs and groundcovers and associated work for Final Acceptance of those items. Two years after the Date of Substantial Completion the Owner will inspect trees and associated work for Final Acceptance of those items. Upon satisfactory completion of repairs and/or replacements, warranty obligations will have been met.

END OF SECTION 02900**SECTION 02950****SITE CLEAN UP AND FINISH****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. This section covers the clean up of the site prior to final inspections. The contractor is to provide all labor and equipment required to complete section.

1.02 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 - General Requirements, and the Construction Drawings are collectively applicable to this section.

1.03 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II- EXECUTION**2.01 CLEAN UP**

- A. The Contractor shall dispose of any and all trash and debris off site.

- B. All debris, construction materials, stumps, roots, boulders or any other extraneous material deposited during construction shall be removed from the site.
- C. Contractor shall remove office trailer, all storage buildings, stockpile of materials and equipment from site.

2.02 FINAL INSPECTIONS

- A. Contractor shall remove all tree save fence only with the approval of the City of Alpharetta's arborist or City Representative.
- B. Contractor shall remove all erosion control devices only with the approval of the City of Alpharetta's storm water engineer or City Representative.
- C. Contractor shall have the entire site clean, swept and washed down prior to final inspections.
- D. Provide the City Representative with at least 48 hours notice of final inspections.

END OF SECTION 02950

SECTION 99999

MISCELLANEOUS CONSTRUCTION

Line Item No. 7 is intended for Miscellaneous Construction which may or may not be required on the project as directed/requested by the Engineer. Use of this item will be only as specifically authorized by the City of Alpharetta.

Every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If the City of Alpharetta is unable to negotiate an agreeable price with the Contractor, Alpharetta reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

For payment purposes, negotiated prices will be converted to a percentage of the Miscellaneous Construction Allocation line item. Payment for this item will be only for

amounts authorized by the Engineer. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract.

END OF SECTION 99999

Appendix D: Project Location Maps and Details

This section contains the location maps and details to this project. These maps are also posted publicly as a separate document in PDF format.

Location Maps, four maps included:

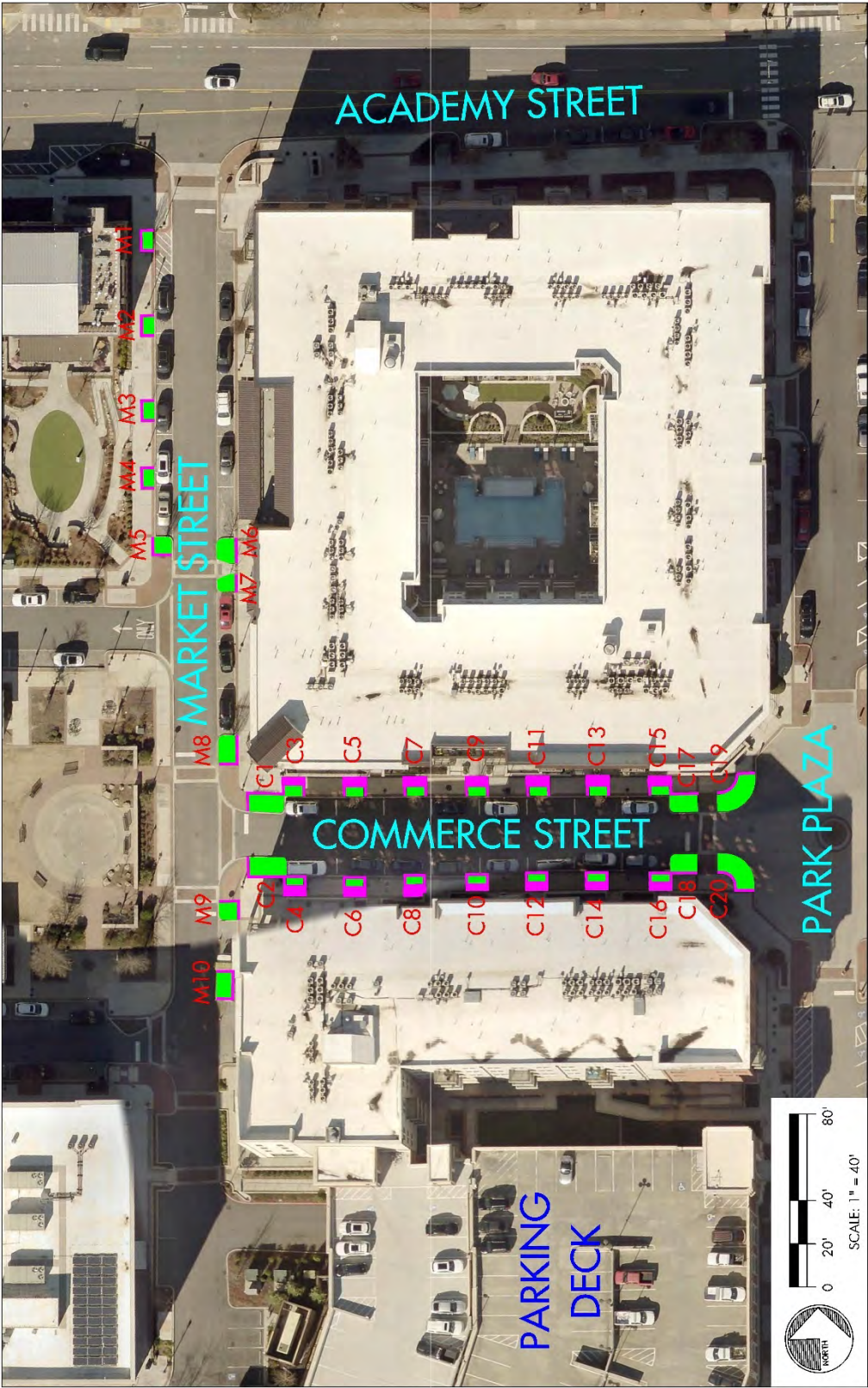
Detail A

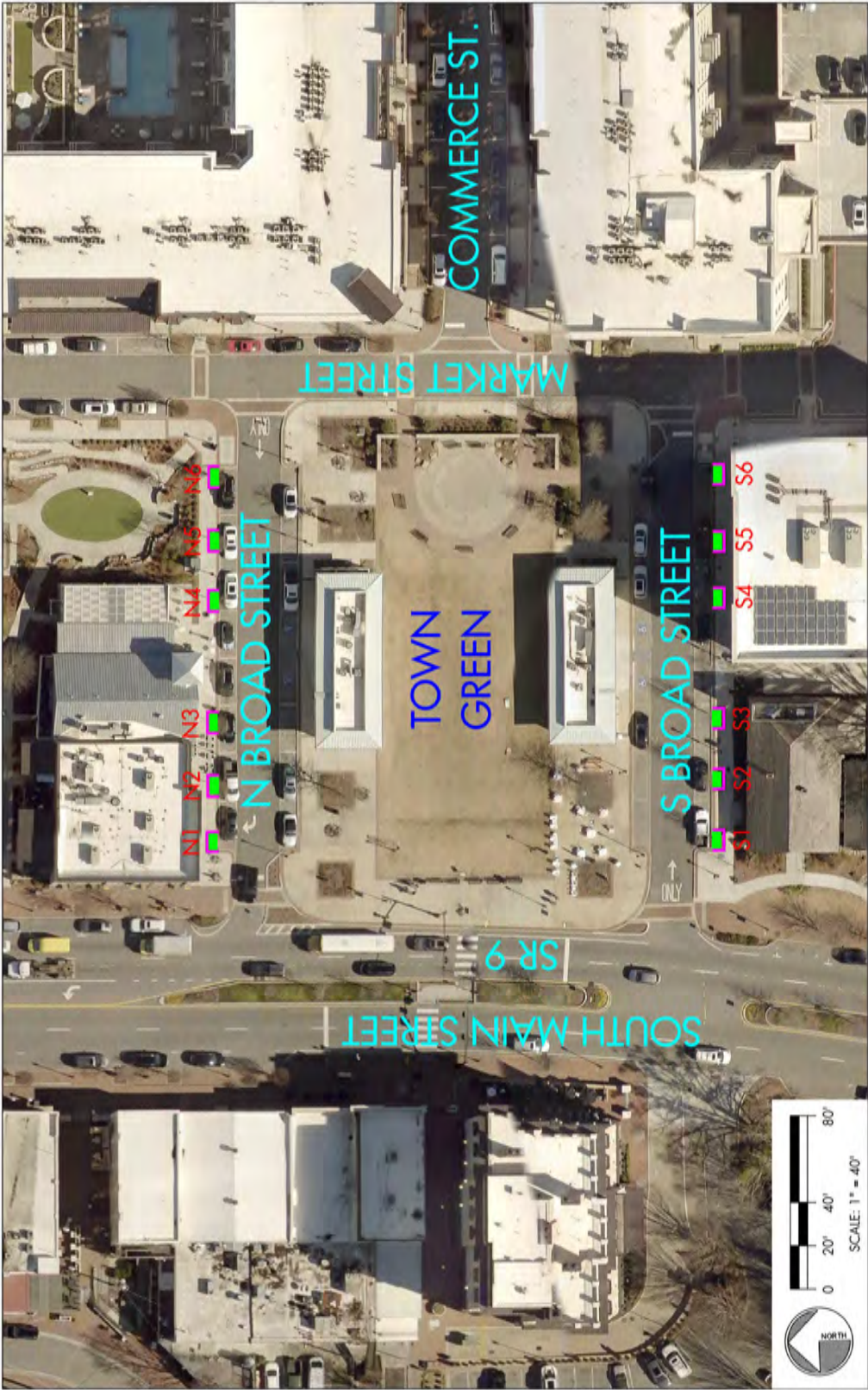
Detail B

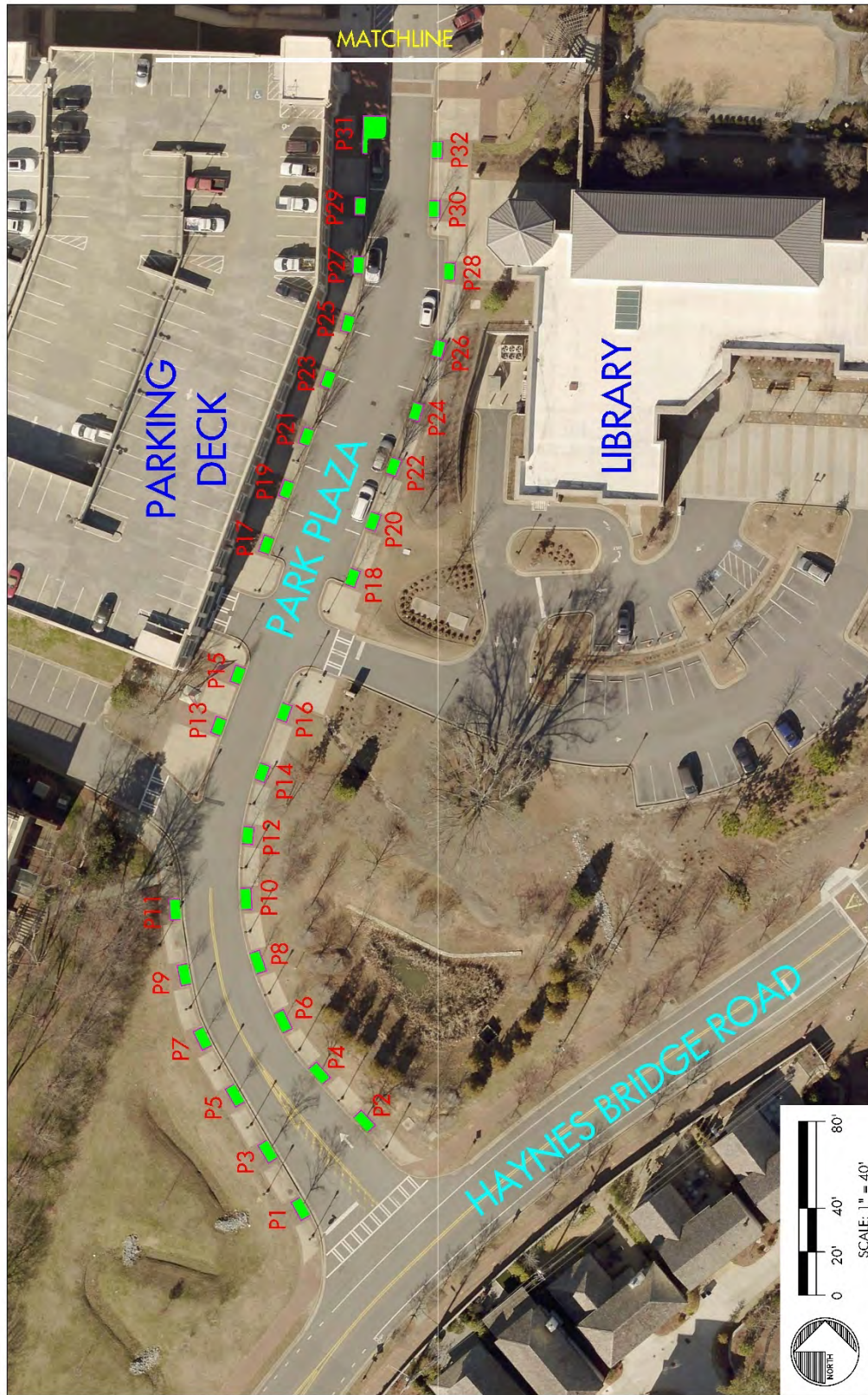
Detail C

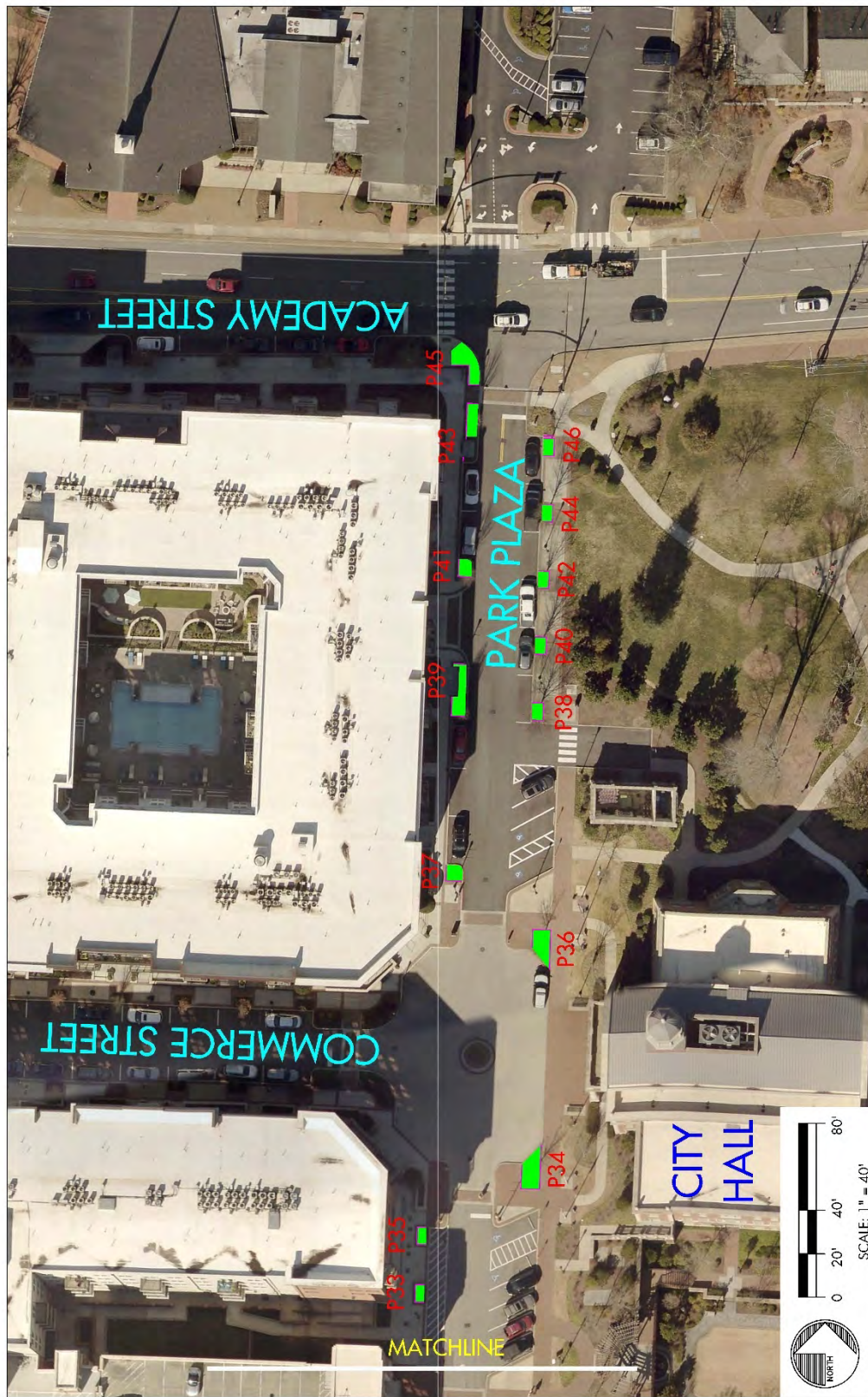
Detail D

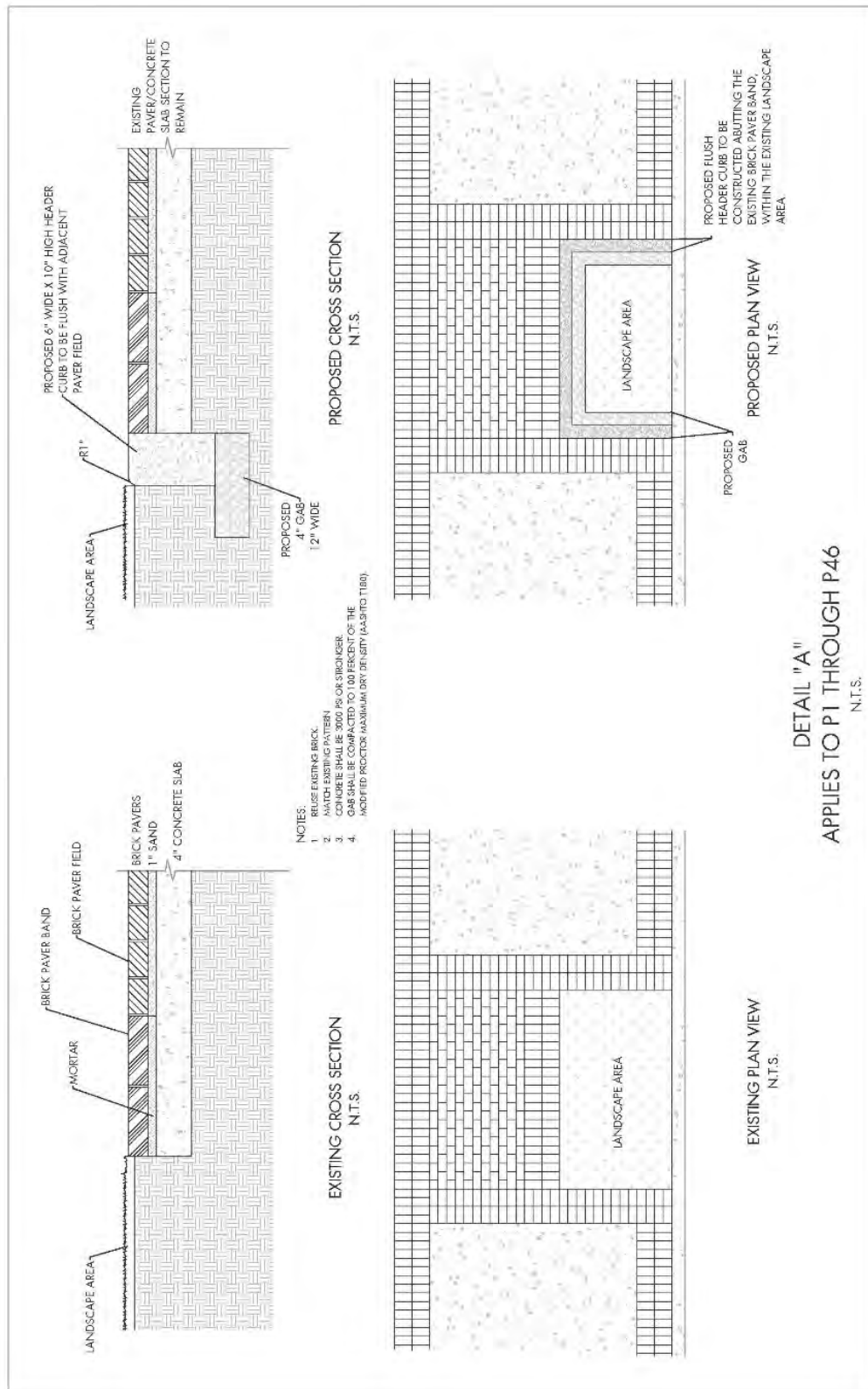
[rest of page blank]

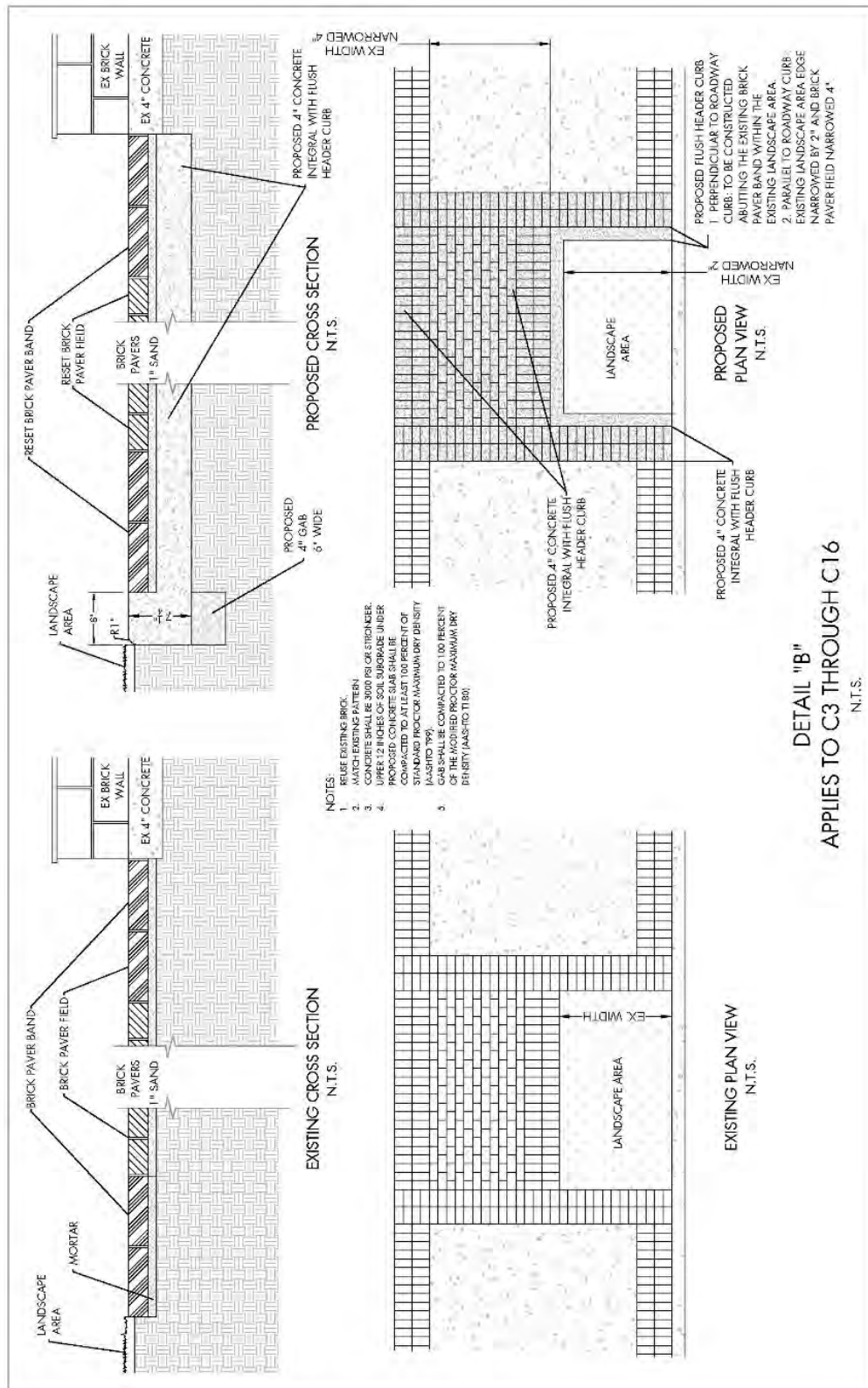


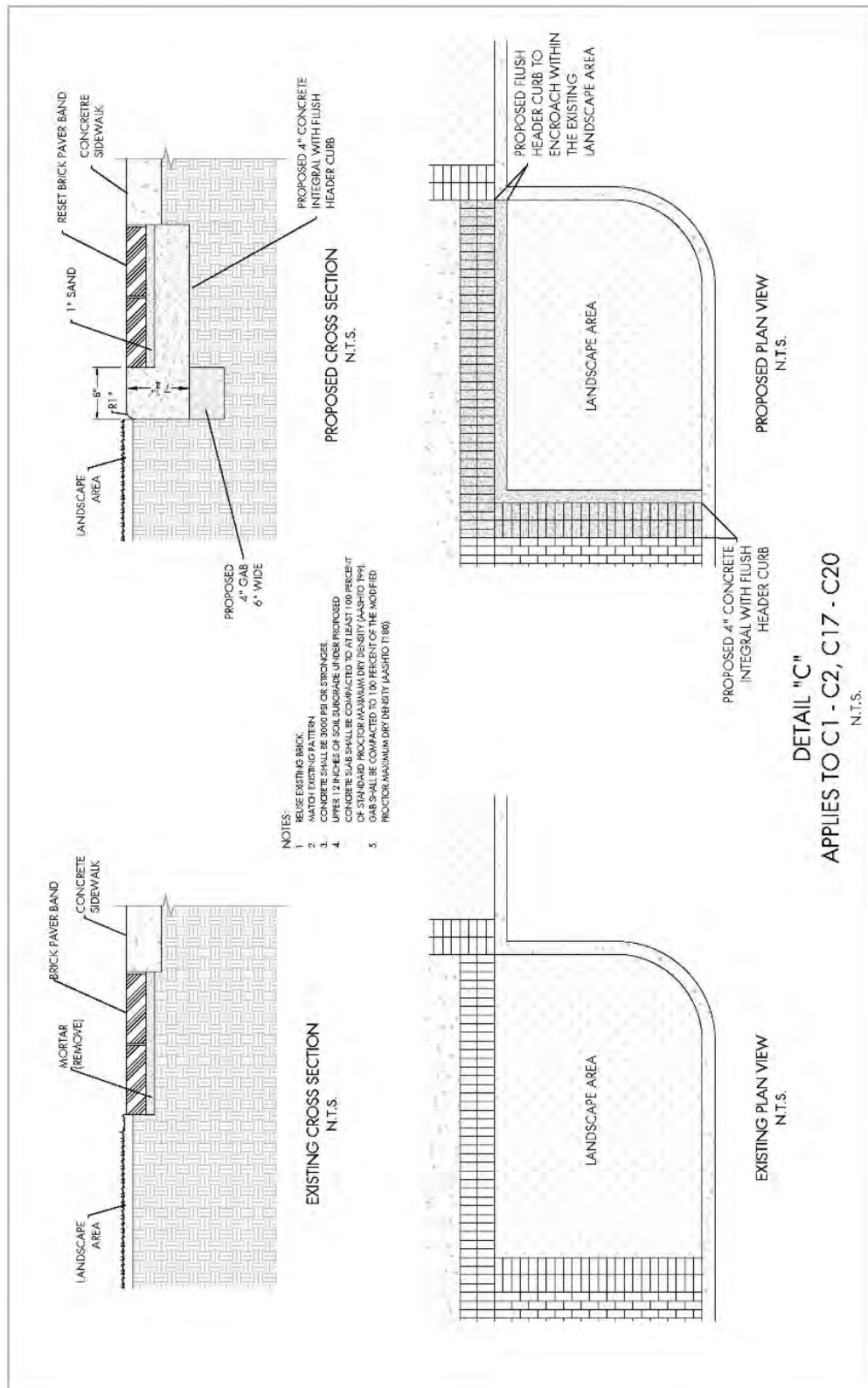


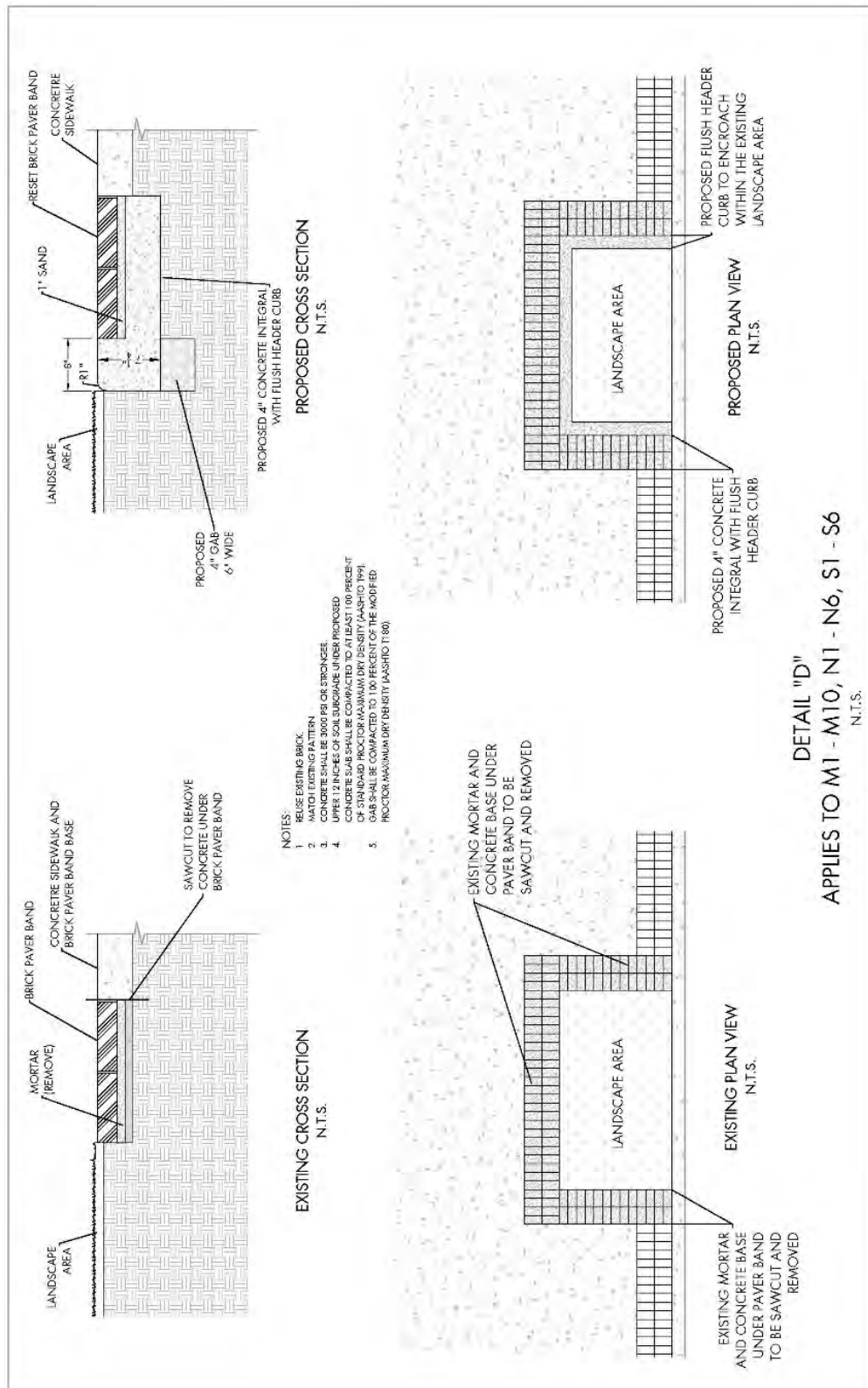


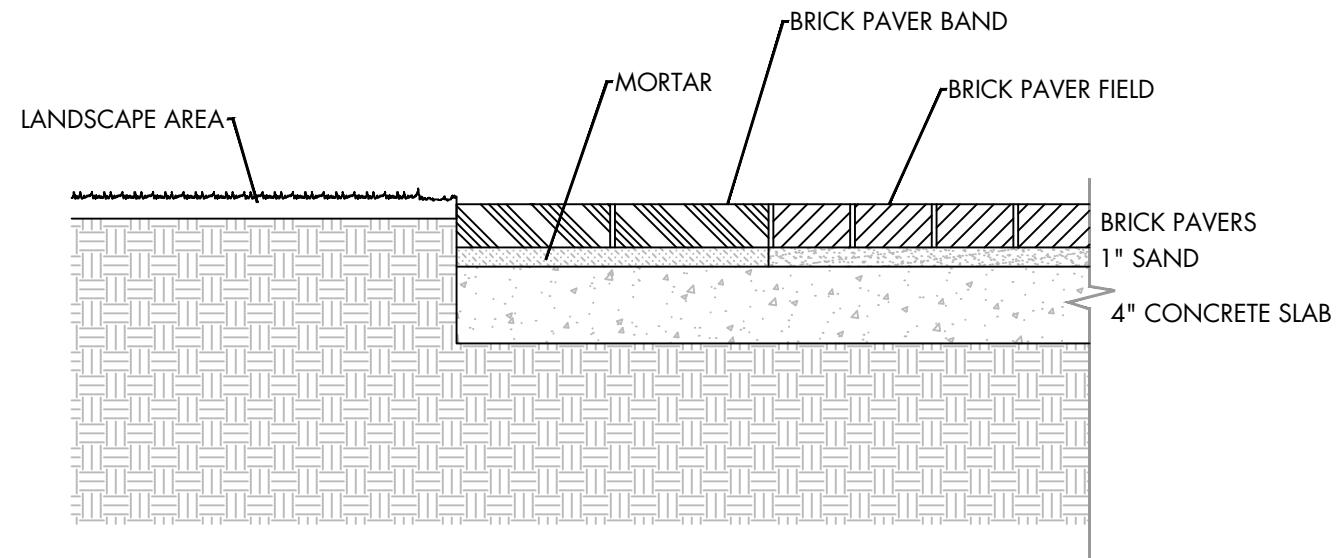






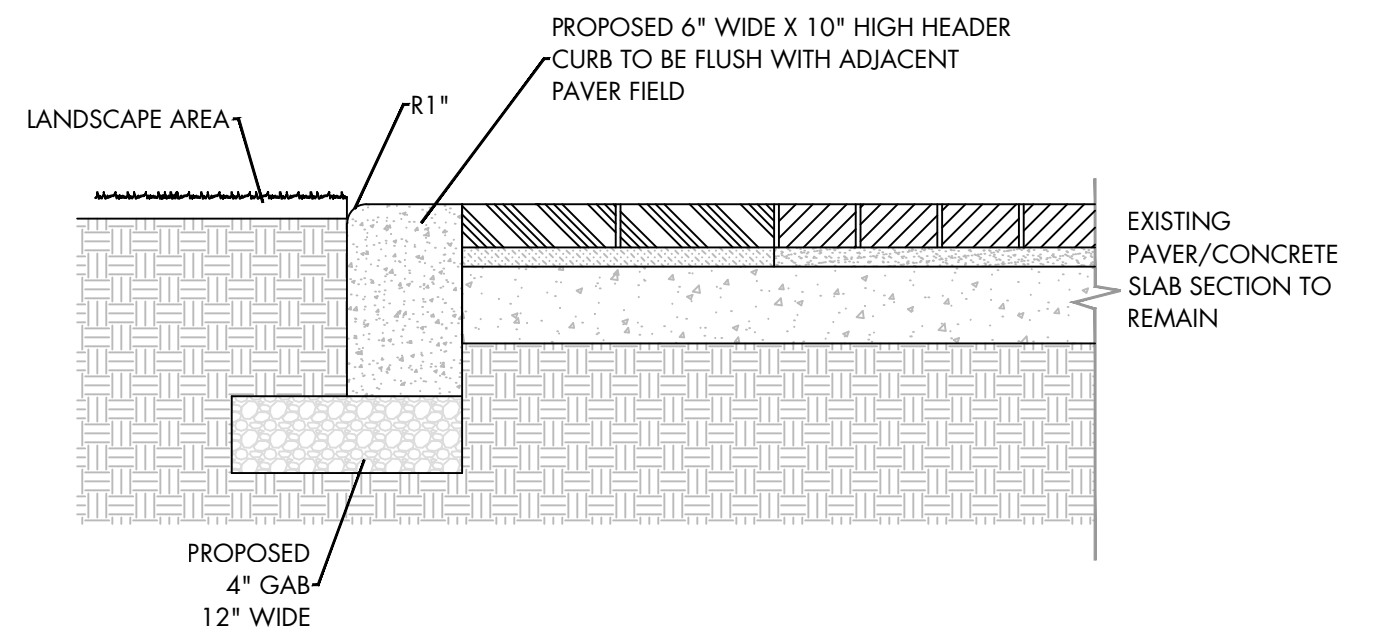




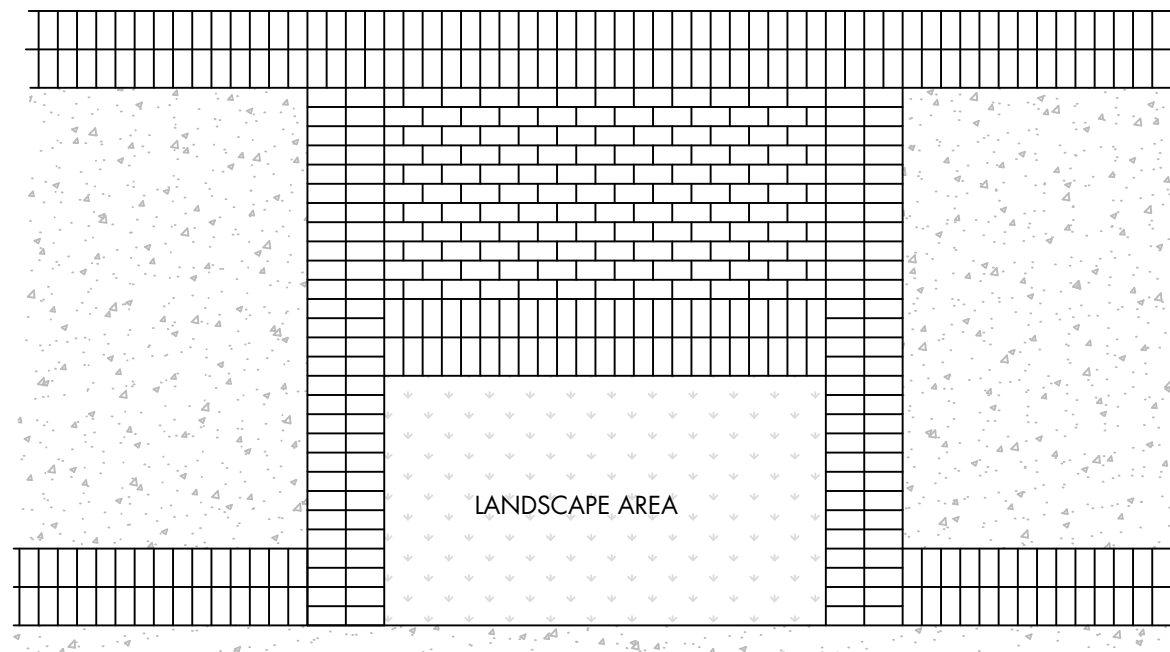


EXISTING CROSS SECTION
N.T.S.

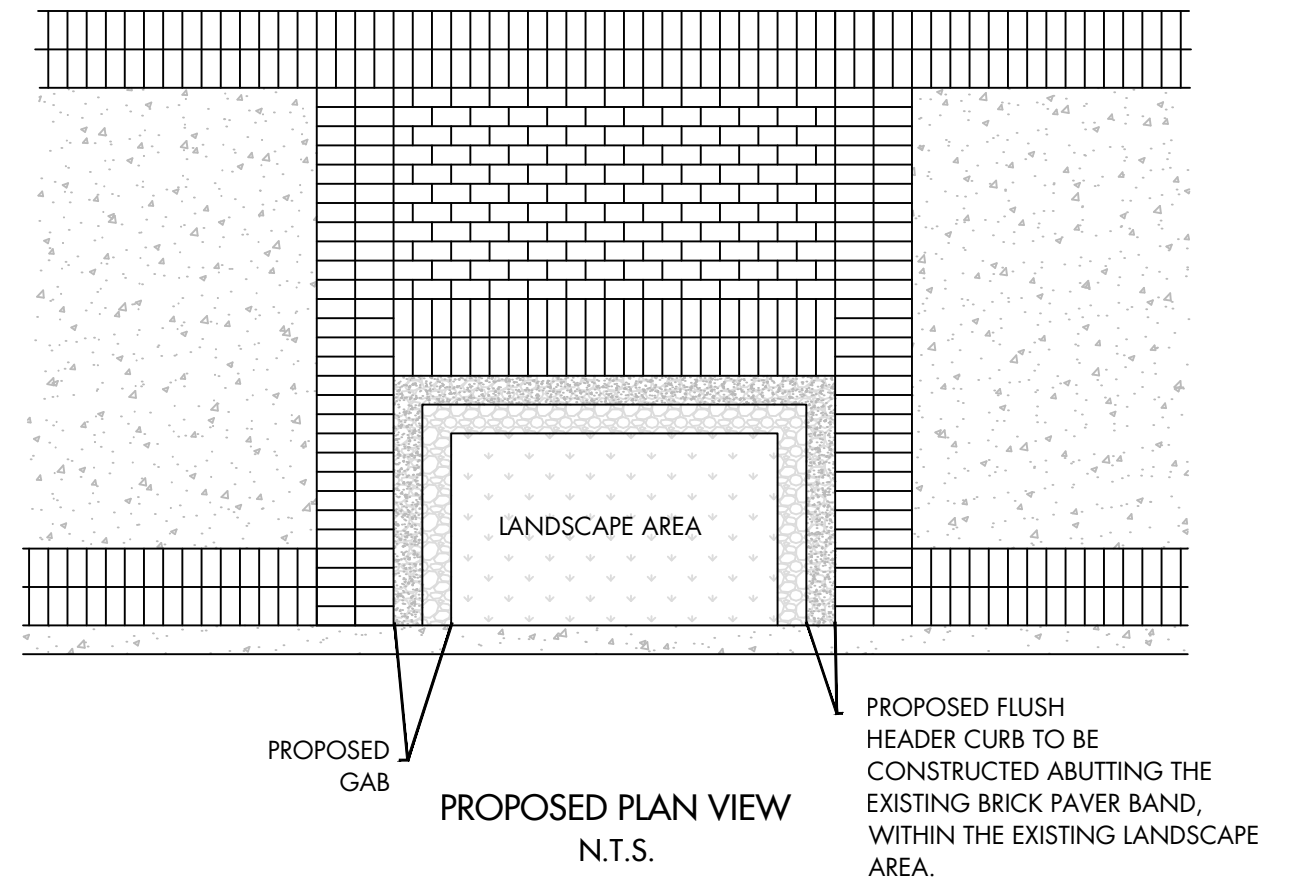
- NOTES:
1. REUSE EXISTING BRICK.
 2. MATCH EXISTING PATTERN
 3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
 4. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.

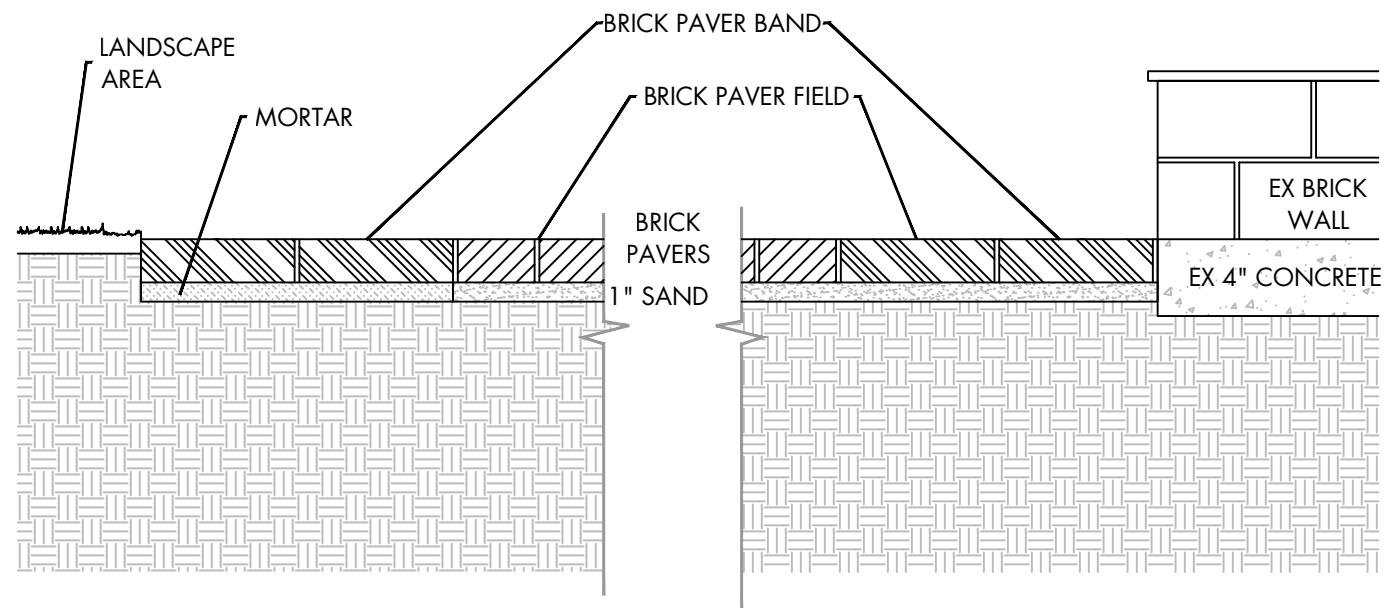


EXISTING PLAN VIEW
N.T.S.

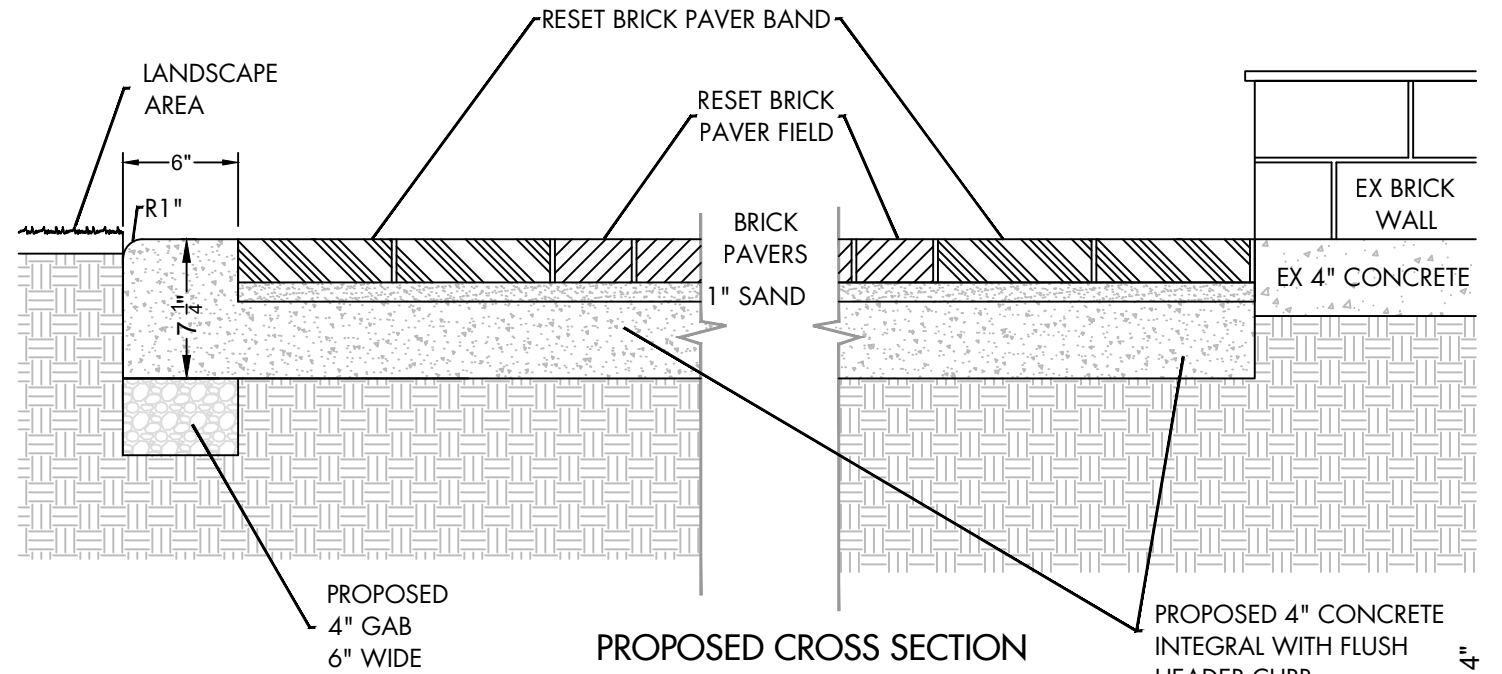


PROPOSED PLAN VIEW
N.T.S.

DETAIL "A"
APPLIES TO P1 THROUGH P46
N.T.S.



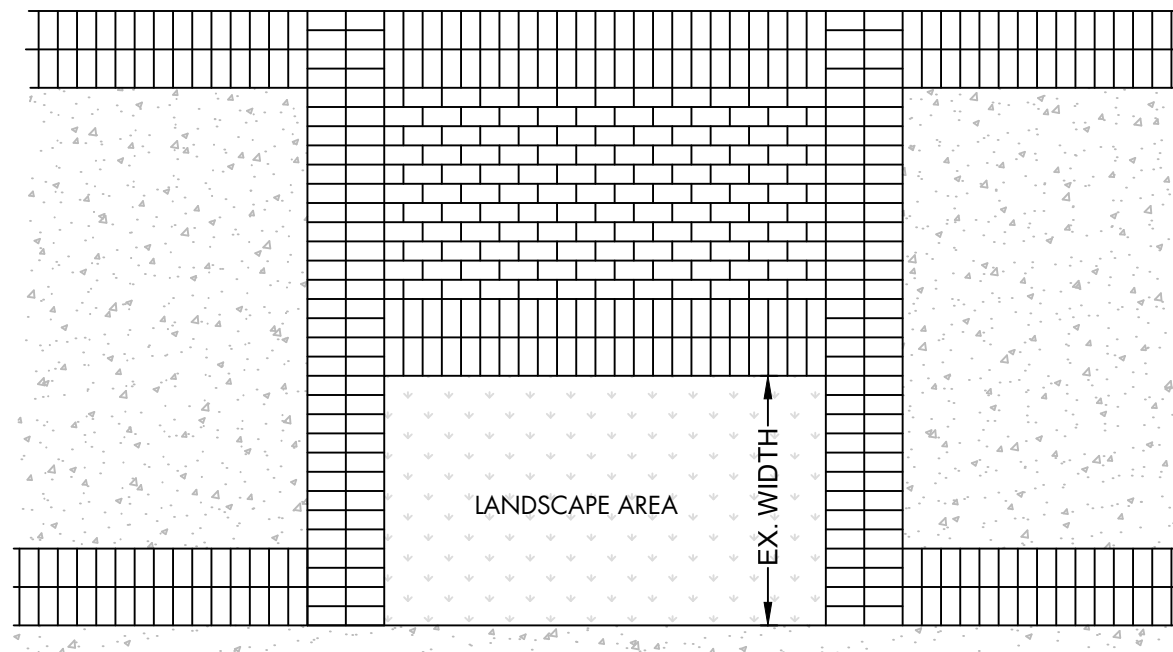
EXISTING CROSS SECTION
N.T.S.



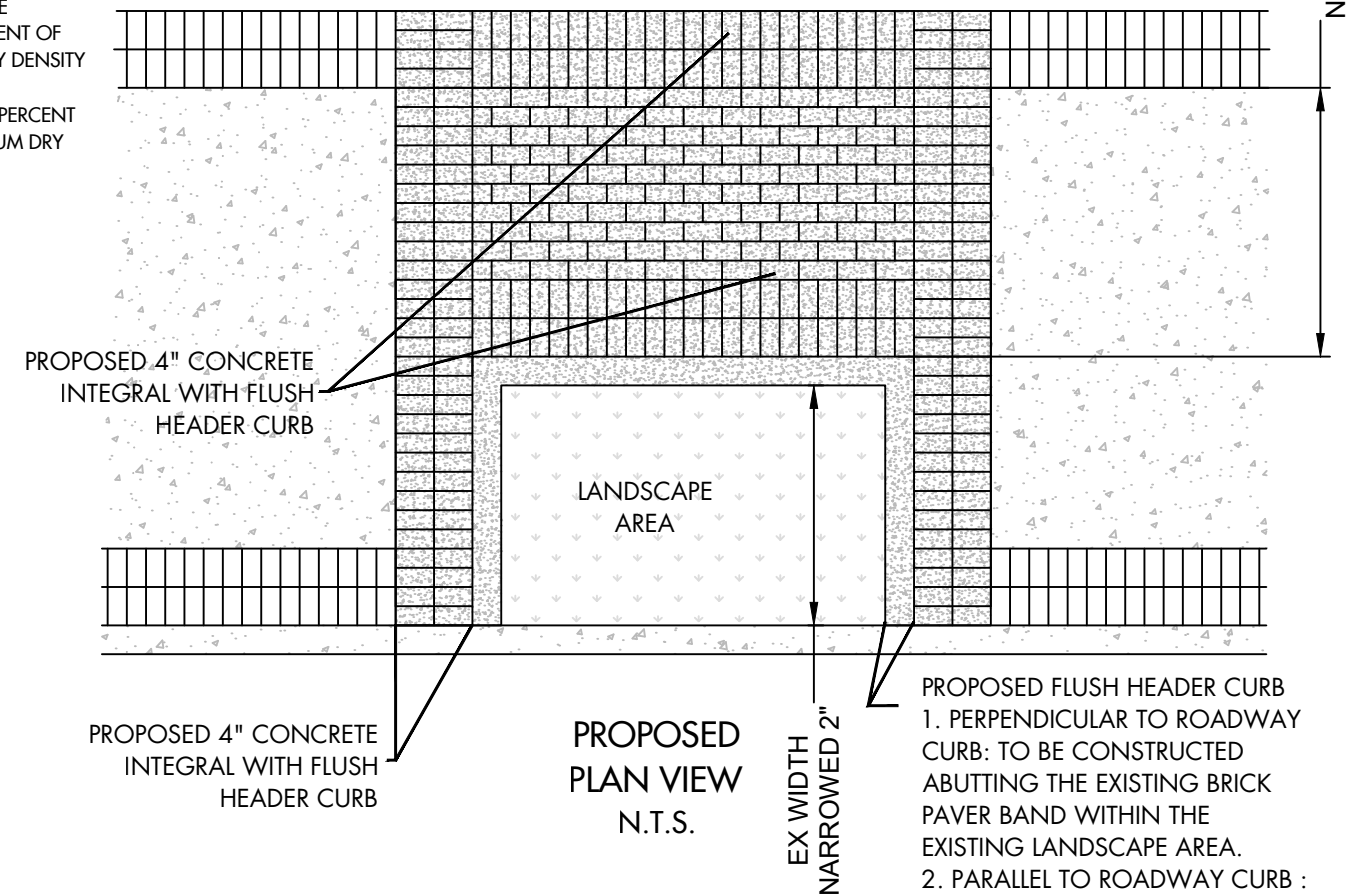
PROPOSED CROSS SECTION
N.T.S.

NOTES:

1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



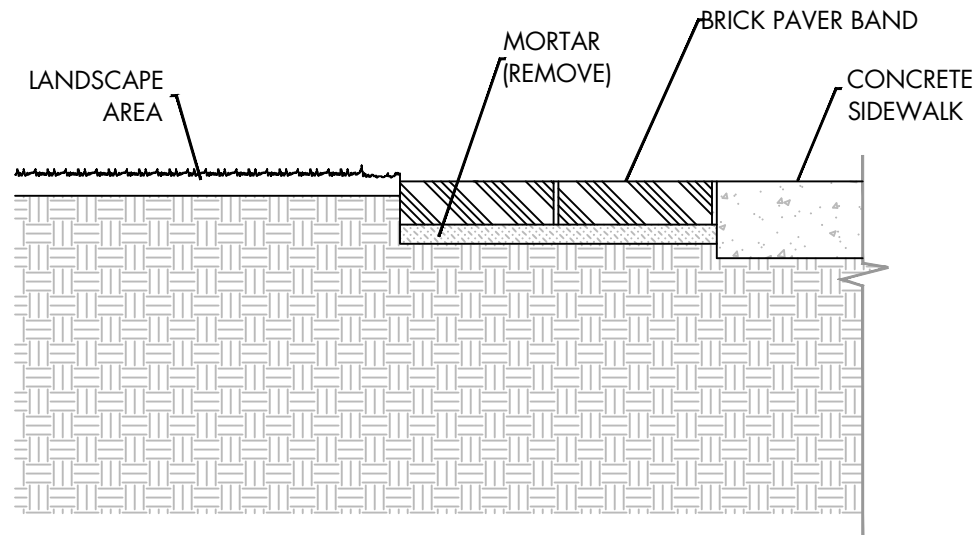
EXISTING PLAN VIEW
N.T.S.



PROPOSED PLAN VIEW
N.T.S.

- PROPOSED FLUSH HEADER CURB
1. PERPENDICULAR TO ROADWAY CURB: TO BE CONSTRUCTED ABUTTING THE EXISTING BRICK PAVER BAND WITHIN THE EXISTING LANDSCAPE AREA.
 2. PARALLEL TO ROADWAY CURB : EXISTING LANDSCAPE AREA EDGE NARROWED BY 2" AND BRICK PAVER FIELD NARROWED 4".

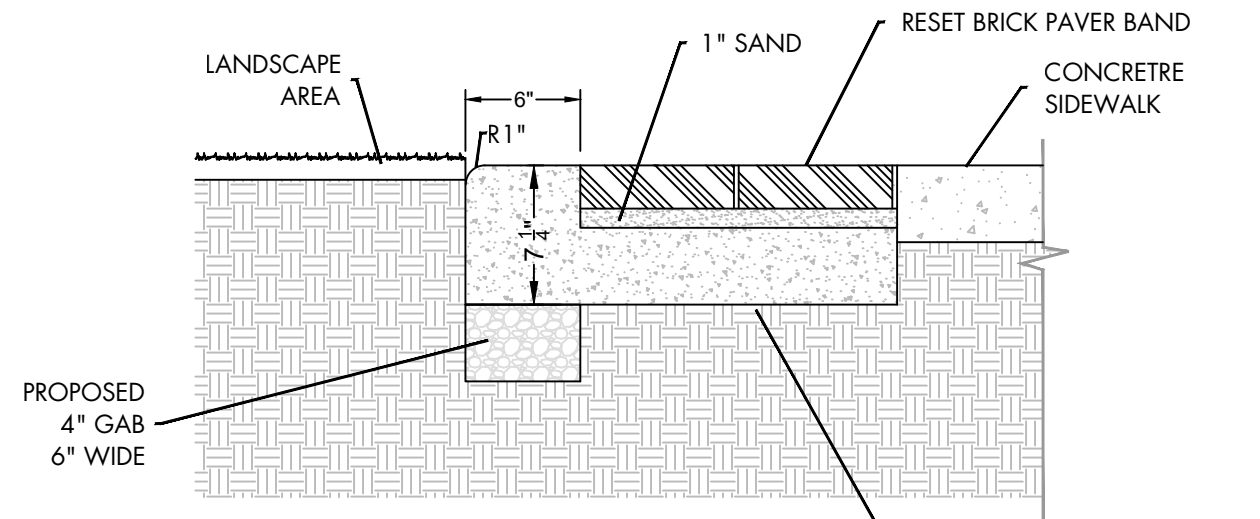
DETAIL "B"
APPLIES TO C3 THROUGH C16
N.T.S.



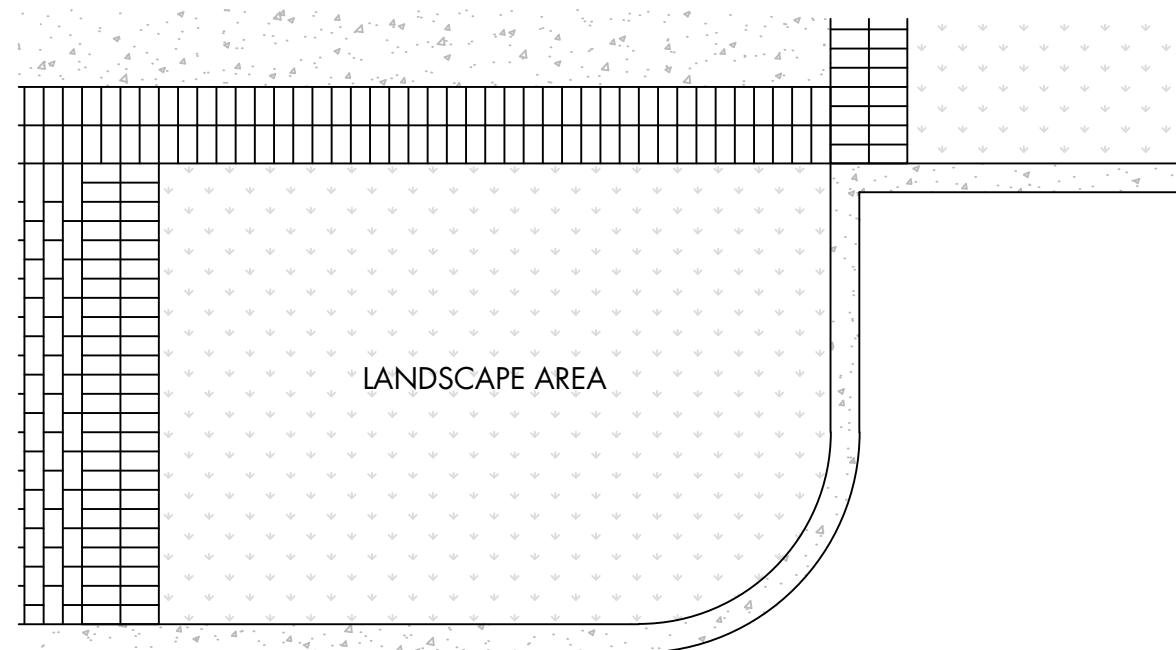
EXISTING CROSS SECTION
N.T.S.

NOTES:

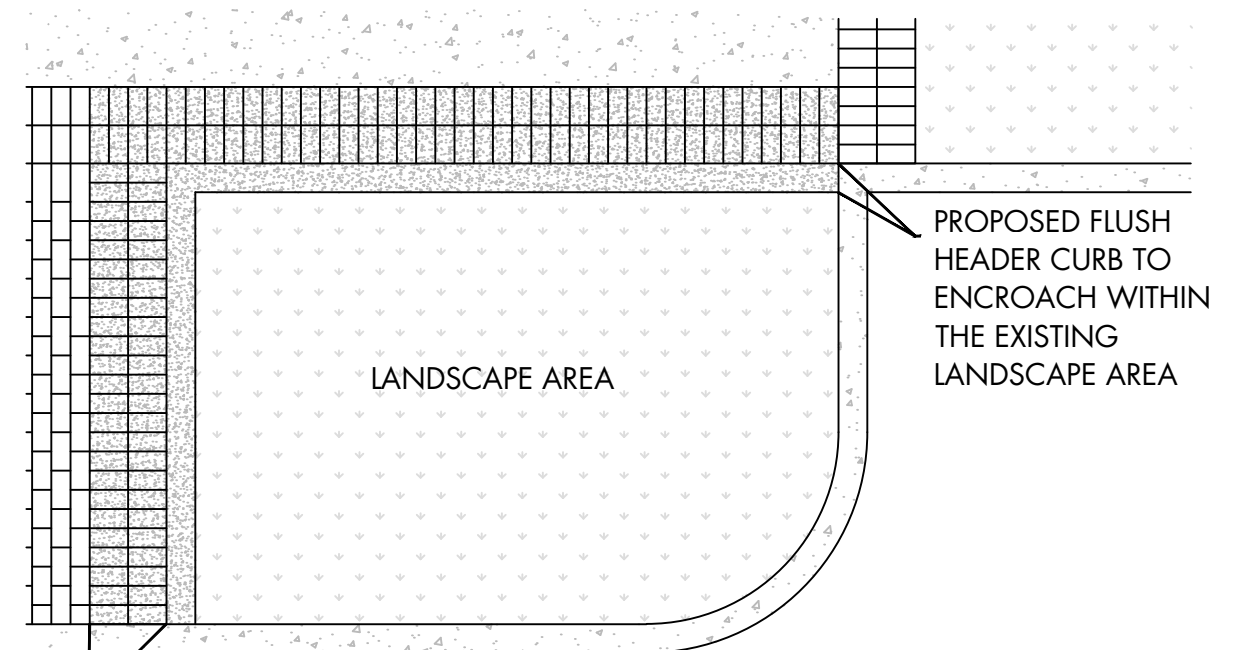
1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.

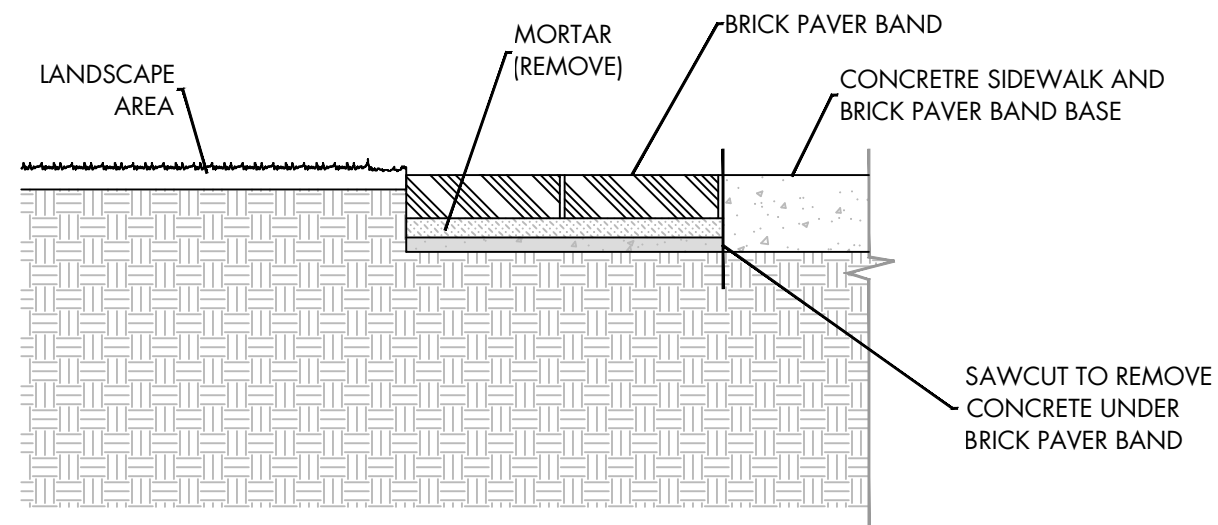


EXISTING PLAN VIEW
N.T.S.



PROPOSED PLAN VIEW
N.T.S.

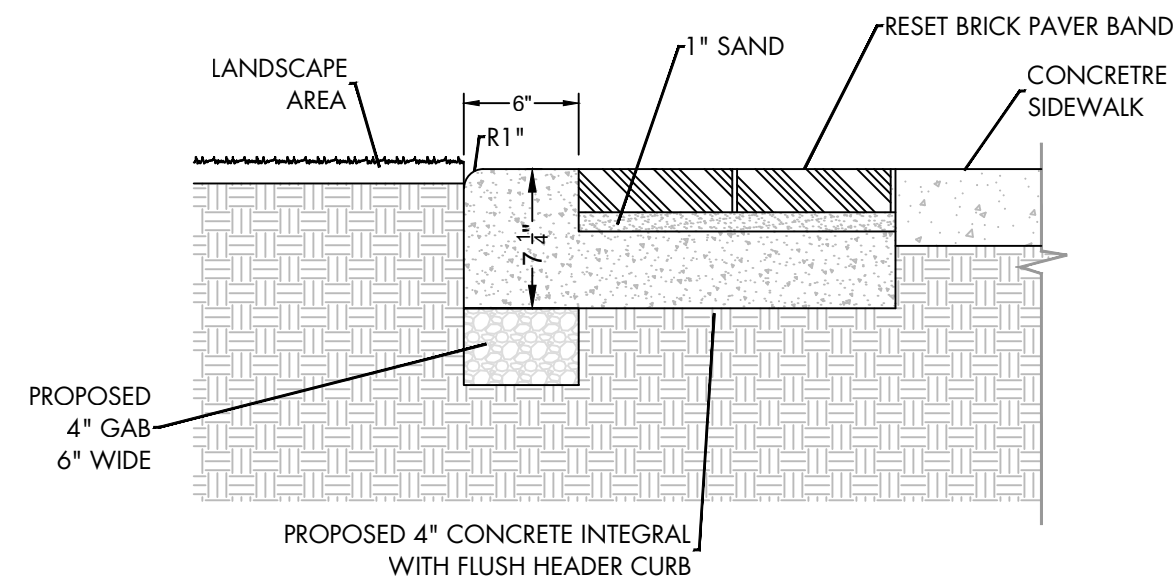
DETAIL "C"
APPLIES TO C1 - C2, C17 - C20
N.T.S.



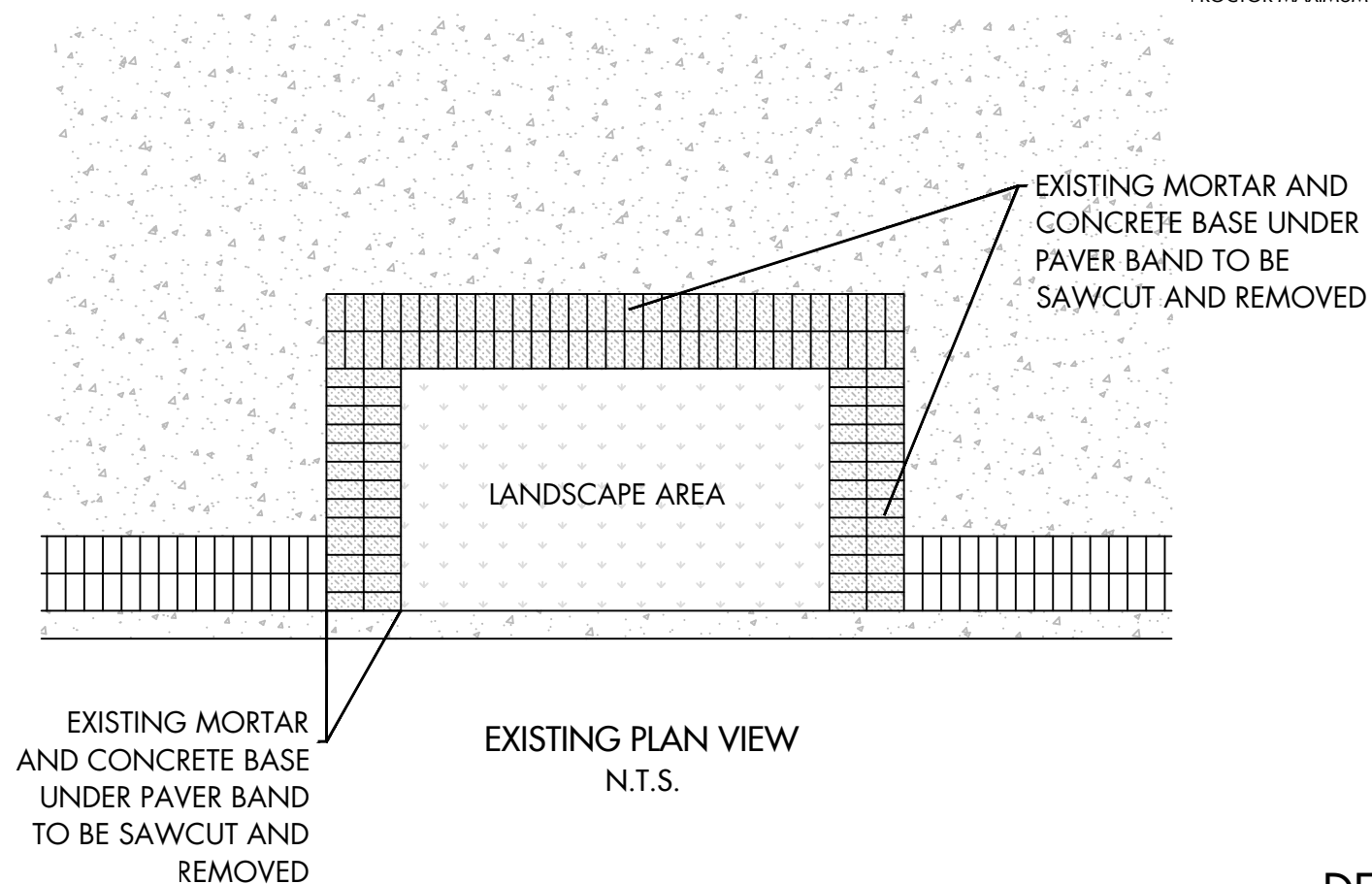
EXISTING CROSS SECTION
N.T.S.

NOTES:

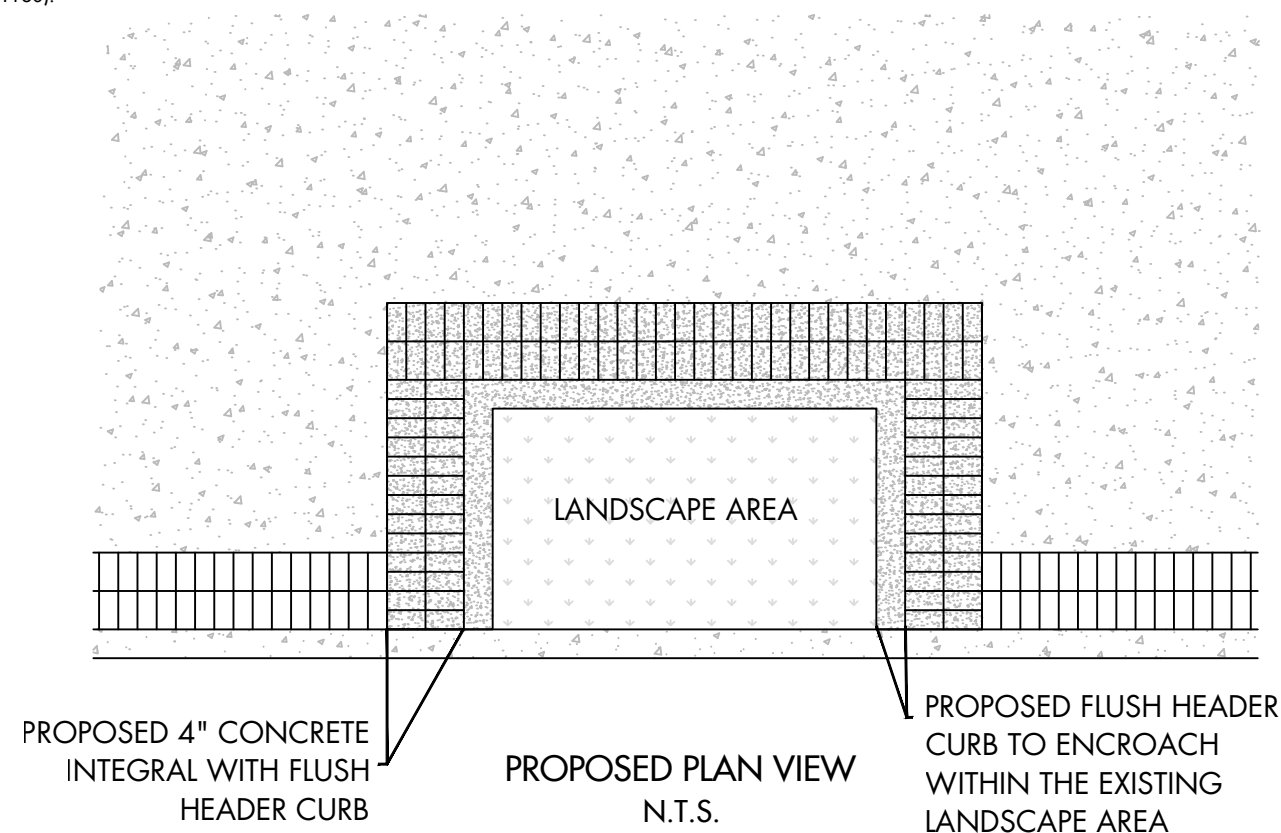
1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.

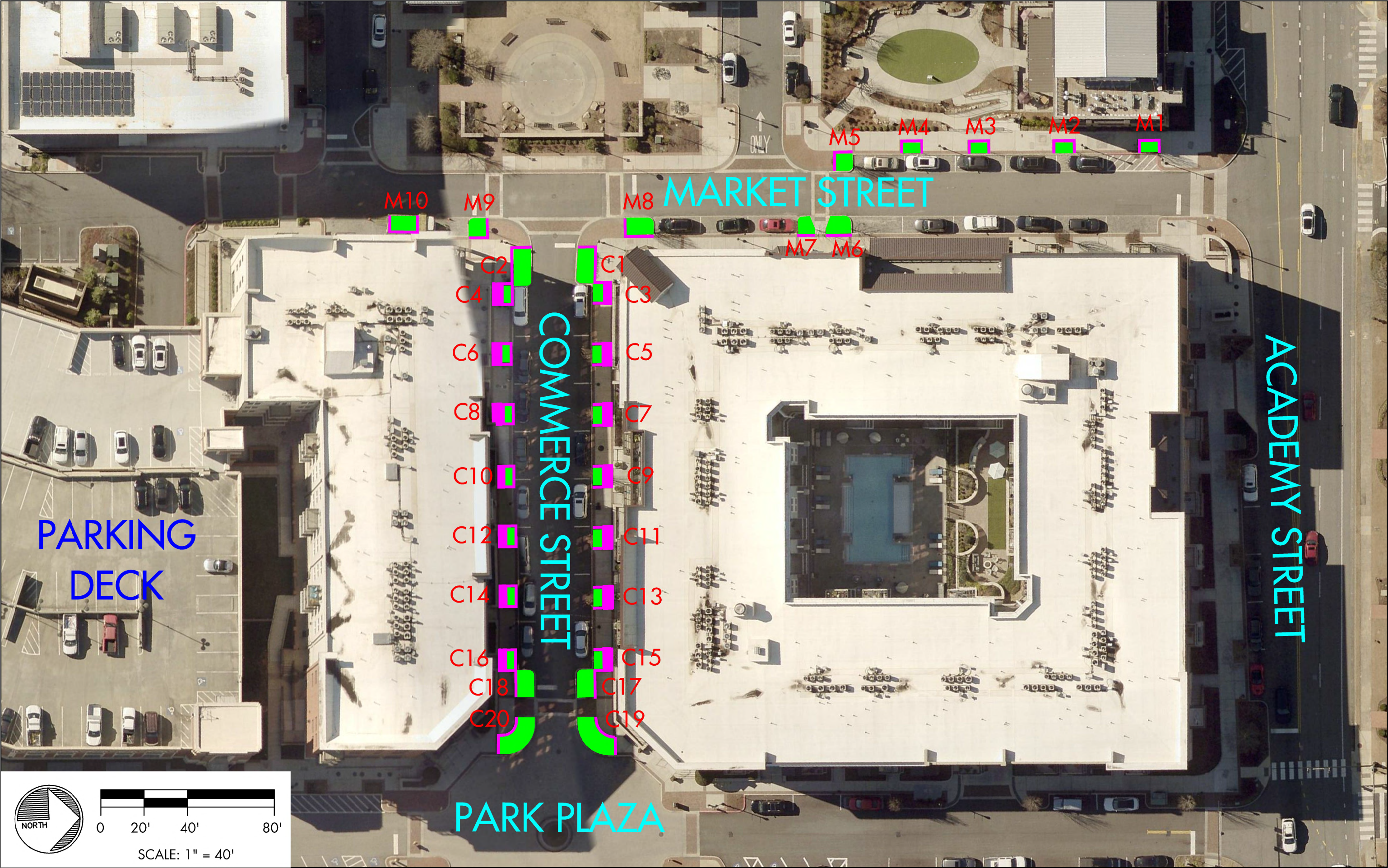


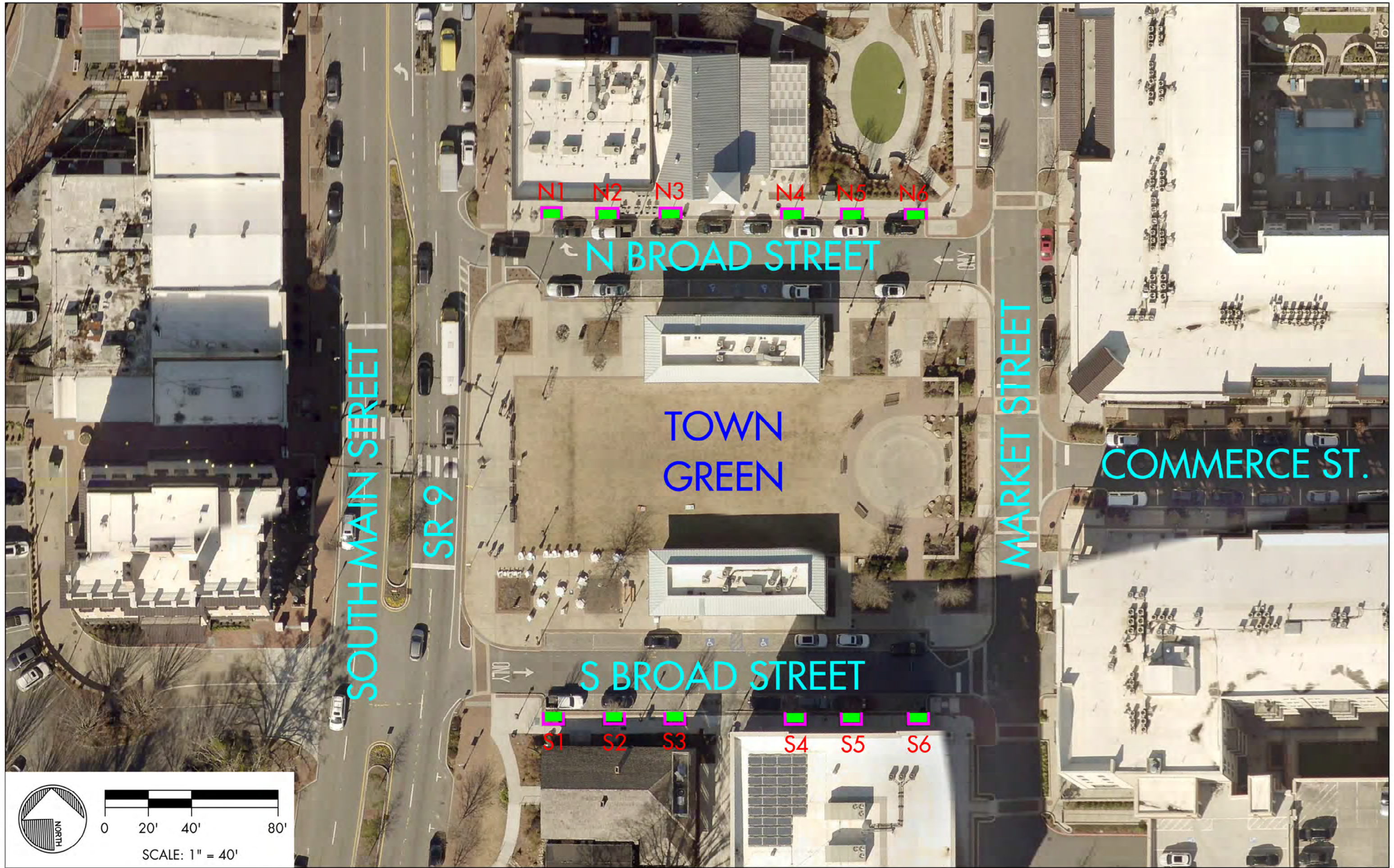
EXISTING PLAN VIEW
N.T.S.



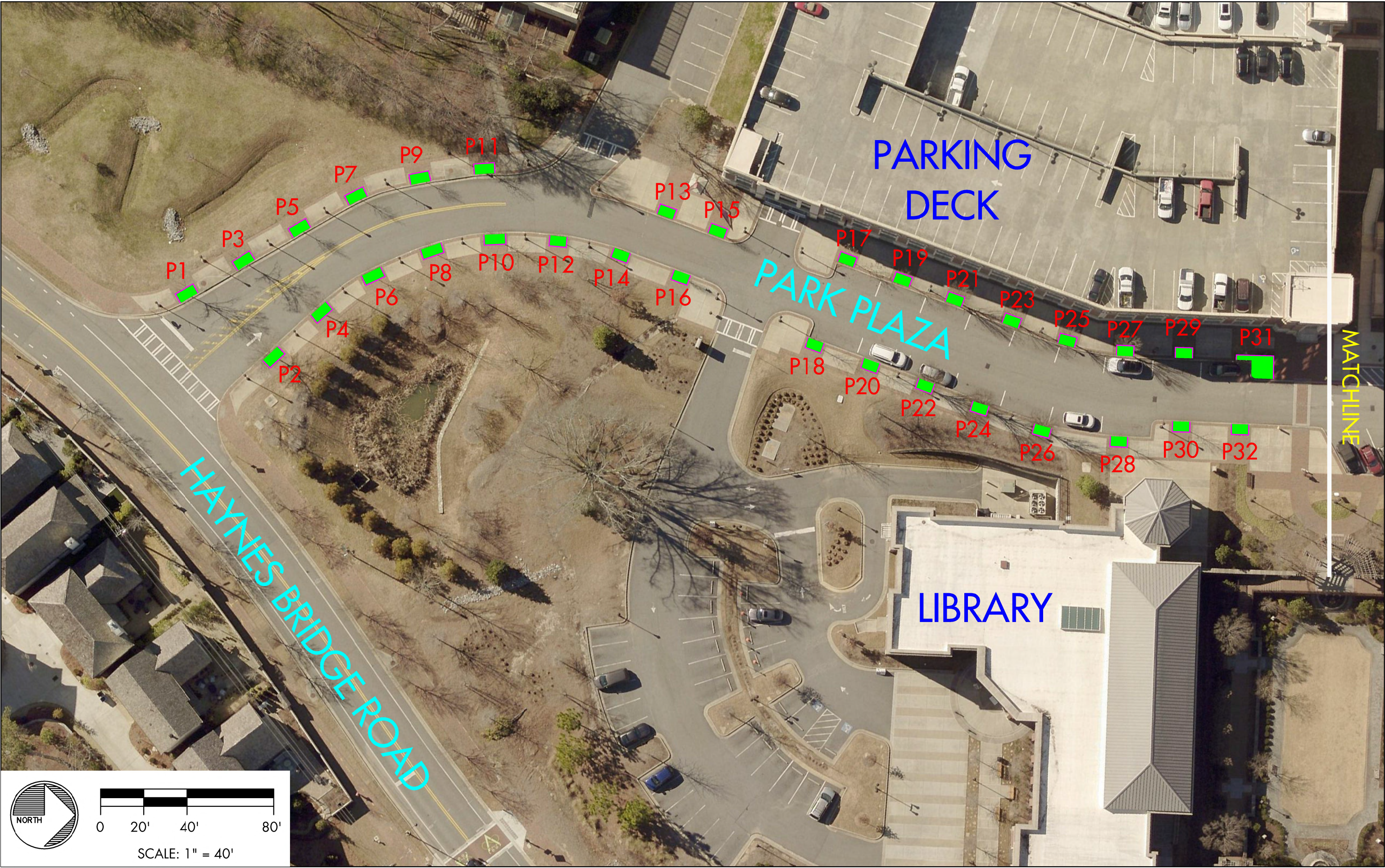
PROPOSED PLAN VIEW
N.T.S.

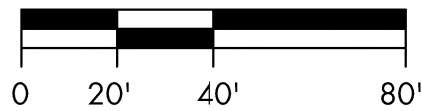
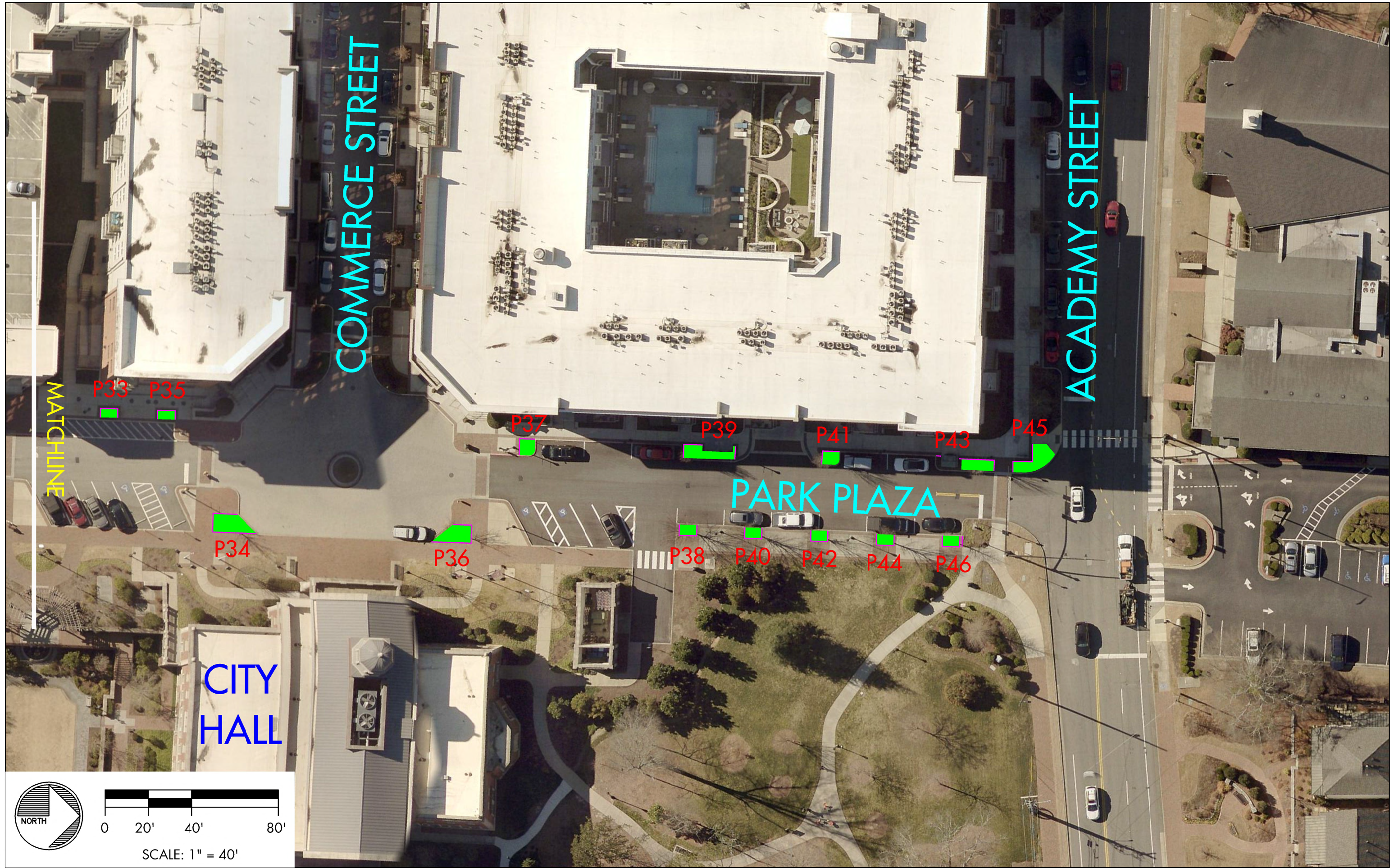
DETAIL "D"
APPLIES TO M1 - M10, N1 - N6, S1 - S6
N.T.S.





SCALE: 1" = 40'





SCALE: 1" = 40'

CITY OF ALPHARETTA REQUEST FOR BIDS (ITB)

ITB Number: 23-005

ITB Title: Downtown Alpharetta Tree Well Repair



INFORMATION

ITB Information

1. Bidder Acknowledgement

By submitting a Bid for this request, the authorized signer and represented firm have read, understand, and agree to information within this ITB's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this ITB. These documents make up the ITB. They will become part of any contract that may be awarded because of responses to this ITB.

By sending a Bid, the Bidder acknowledges and agrees that:

- a. The Bidder has carefully examined and fully understands the conditions and requirements of any proposed Work within this ITB.
- b. The Bidder acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Bidder is satisfied with the actual conditions and requirements of the proposed Work.

Acknowledging these statements, the Bidder proposes and agrees that if the Bidder's Bid is accepted, the Bidder 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 Bids, to reject any bid or Bid that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or Bid 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 Bid 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 Bidder to provide the supplies and/or perform the services specified.

3. Receipt of Bids and Public Inspection

- a. Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder 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 Bidder 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 Bidder 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 Bids:

The Procurement Agent in charge of the solicitation will open and review the Bids 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 Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid by the Bidder;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder 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 Bid that Bidder 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. Bidders 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. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document and contract draft. Vendors must notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Vendor must make this in writing notification either as a written question sent before the question deadline or with the Vendor's response.

We will address any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

1. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

2. Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

3. Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

4. Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while

performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

5. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
(<https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with

O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.

- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

6. Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

7. Termination

This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

8. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill

its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

9. 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.

10. General Insurance Requirements

A. Required with each bid:

Bidders shall provide certificate of current Proof of Insurance.

B. Insurance Requirements:

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this ITB. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.

- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate

- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence

- **Excess Commercial Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
---	--

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or

property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

11. Retainage Requirements

For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

In the instance that change order is added to the contract value, total retainage to be withheld will increase proportionately.

No retainage shall be held from design services. Contractor must submit separate invoices for design services

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

12. Sample Contracting Documents

- A. **Subcontractor Participation List:** For all applicable projects totaling over \$50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

- B. **Final Affidavit:** For all applicable projects involving construction or progress milestones, Final Affidavit may be required as part of project close-out.
- C. **Subcontractor E-Verify Affidavit and Sub-Subcontractor E-Verify Affidavit:** It is the responsibility of the awarded contractor to require all subcontractors and sub-subcontractors to complete the correct affidavit. It will be the duty of the awarded Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- D. **Report and Affidavit Sample Copies** are included at the end of this document in Appendix B

13. 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.

14. 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

15. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

16. Bonding Requirements

A. Bid Bond

A bid bond for 5% of bid total required and must be submitted with bid prior to bid due date/time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon will be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid will be returned to the **BIDDER**.

Refer to ITB Forms, Bid Bond for required Bid Bond form.

B. Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, must give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

“Performance bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond must be payable to, in favor of, and for the protection of the City.

“Payment bond” means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds must extend through the Final Completion date of the Project for an added sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Refer to Appendix C at the end of this document for Sample Performance and Payment Bond forms.

17. Invoicing, Payment Processing, ePayables

Replying to this ITB confirms Bidder’s agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

Appendix A: City Truck Route Allowed Truck Routes and Map

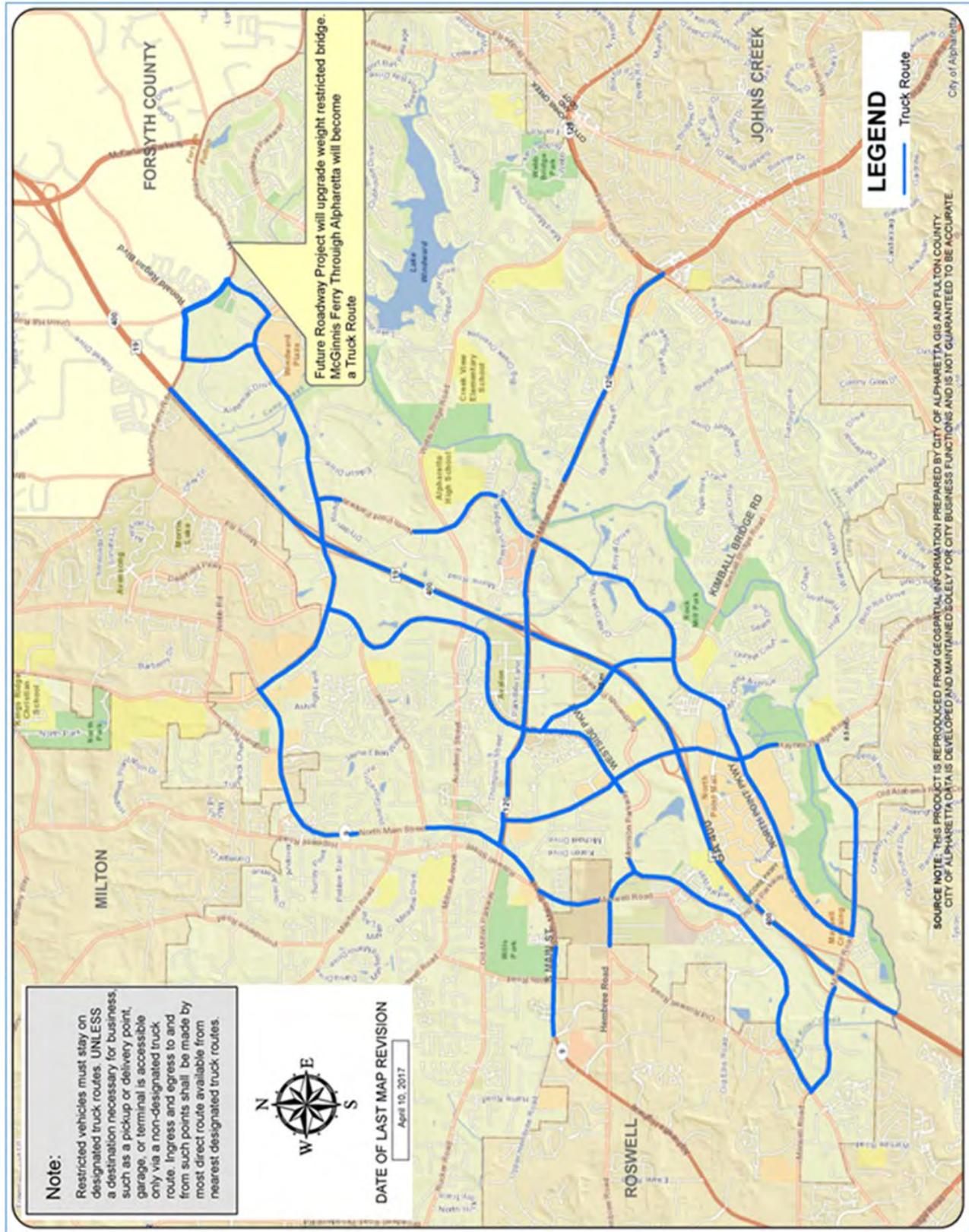
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.



Appendix B: Informational Forms

Subcontractor E-verify Affidavit. Do not submit with bid documents.



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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



Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? ____ Yes ____ No

Select one of the following:

____ No subcontractors providing a service have been utilized on this project.

____ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.

**Final Affidavit**

[Optional: For construction projects. Remove if not appropriate for this Qualification]

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

[PROJECT TITLE AND DESCRIPTION]

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which CITY on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the firm of

_____ ; that they have read the above statement; and that to

the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

Appendix C: Sample Contract Bond Forms

Do not return these forms with Bid documents. Only the awarded contractor will have to supply these bonds.

- A. 100% Performance Bond
- B. 100% Labor and Material Payment Bond

[The rest of page intentionally blank]

**100% Performance Bond**

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the _____ penal amount of _____ DOLLARS

(\$ _____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

DOWNTOWN ALPHARETTA TREE WELL REPAIR for repairing/rebuilding the tree wells along North Broad Street, South Broad Street, Commerce Street, Market Street, and Park Plaza within the downtown Alpharetta area. All locations are within the City of Alpharetta, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** must fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation will be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** is, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** will promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph will mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT**.

100% Performance Bond**Page 2 of 2**

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action will accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this _____ day of _____, 201____.

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

SURETY: _____

Witness

By: _____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in _____ the _____ penal _____ amount _____ of _____ DOLLARS

(\$_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

DOWNTOWN ALPHARETTA TREE WELL REPAIR for repairing/rebuilding the tree wells along North Broad Street, South Broad Street, Commerce Street, Market Street, and Park Plaza within the downtown Alpharetta area. All locations are within the City of Alpharetta, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** will promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then tis obligation will be void; but otherwise it will remain in full force and effect subject, however, to the following conditions:

1. A Claimant will be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, eased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**.
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** will satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

100% Labor and Material Payment Bond**Page 2 of 3**

4. The **SURETY** hereby agrees that this Bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** will not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-90 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this _____ day of _____, 201____.

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

SURETY: _____

Witness

By: _____ (Seal)

Georgia Representative

100% Labor and Material Payment Bond**Page 3 of 3****Surety Contact Information:**

Address:

Phone:

Fax:

Email:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-005

ITB Title: Downtown Alpharetta Tree Well Repair

ITB Addendum Posting Date: February 8, 2023



ADDENDUM # 1

TO ALL BIDDERS:

1. The information included in this addendum is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to supply additional information or documents, or revised information or documents.
3. If a conflict between any previously provided information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Bidders must acknowledge receipt of this addendum when submitting bid.

The invitation to bid documents are hereby modified in the following respects:

Change made to information provided in ITB 23-005 Specifications-Instructions document and to bonfire project page, schedule of events :

3. ITB Schedule of Events: Due Date Change

1. **Bidding Close Date, Deadline for Submissions: February 16, 2023; 10:00 AM.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

END ADDENDUM



ITB 23-005 - Downtown Alpharetta Tree Well Repair

PRELIMINARY BID TABULATION: Scoring Summary

Due Date and Time: February 16, 2023; 10:00 AM

Active Submissions

	Total	A-1 - Bid Bond	A-2 - Disclosure Form	A-3 - E-verify	A-4 - W-9	A-5 - Addenda Acknowledge	B-1 - SOI
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Tri Scapes, Inc.	100	Pass	Pass	Pass	Pass	Pass	100 (\$175,000.00)
Crabapple Turf Management	88.16	Pass	Pass	Pass	Pass	Pass	88.16 (\$198,492.42)



BID INFORMATION DOCUMENT

1. Company Information

Tri Scapes, Inc. was founded to service the Georgia market in 1993 as an all-inclusive commercial contracting company who has successfully managed over \$220 million in commercial construction projects. Tri Scapes started and continues to maintain an office in Alpharetta, Georgia. We have been named in the 'Book of Lists' for Atlanta Business Chronicles Top 20 Commercial Landscape Companies every year since 2008. We were named Small Business of the Year through the Forsyth County Chamber of Commerce in 2011. We specialize in streetscape renovation that includes sidewalk improvements, sports field installation, multi-use trail systems, parks, maintenance, and utility services, and have provided these services for numerous municipalities, companies, and school systems throughout the state of Georgia. As a licensed General Contractor, Tri Scapes is capable of providing these services and managing any project with the professionalism that clients demand and expect.

Tri Scapes' accomplishments can be attributed to our belief that successful business leaders build relationships first. Rebecca Martin is 51% owner of TSI and is a native of Forsyth County with over 30 years of industry experience. The company was built from the ground up 28 years ago, and it has made a substantial contribution in helping customers keep Georgia beautiful.

Our in-house staff takes care of the daily needs of our crews, customers and projects. Our crew members are top notch, hardworking individuals who take pride in their work. Our management team consists of over 400 years of combined industry experience.

TSI's hardscape installation service covers everything from the curb to the building. Our skilled professionals work together to ensure client satisfaction with projects that include concrete sidewalks and curbs, storm sewer upgrades, brick, granite, and stone pavers, detail walls, fountains, gazebos, pedestrian pathways/multi-use trails and parks, asphalt paving, site furnishings, and pedestrian bridges. We have worked with some of Georgia's most prestigious hardscape projects including Lawrenceville Lawn and Mercedes Benz USA Headquarters.

Company Highlights:

- Name of Bidder: Tri Scapes, Inc.
- Main Office Address: 220 Curie Drive, Alpharetta, Georgia 30005
- Mailing Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041
- Phone: 770-752-4698 | Fax: 770-752-6792
- Contact for Contract Negotiations: Quinn Martin, CEO
- Project Manager: Ryan Hogan, Vice President | 770-990-4045 | ryan@triscapes.com
- Corporation organized in the State of Georgia
- When organized: October 26, 1993
- General Contractor License # GCCO003381
- Georgia DOT Qualified Contractor up to \$39,200,000.00
- Women's Business Enterprise (WBE)
- Annual Revenue: \$20,000,000.00
- Bonding Capacity: Aggregate \$20,000,000.00; Single Project \$10,000,000.00
- Certified Drug Free Workplace
- General character of work:

1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041 770-752-4698 | 770-752-6792

- Landscape/Hardscape Installation
- Irrigation Installation
- Irrigation Pump Systems
- Sports Field Installation
- Streetscape Renovation/Enhancements
- Storm Water System Improvements
- Sidewalk/Pedestrian Improvements
- Multi-Use Trails and Parks
- Bio-Retention Cells
- Large Scale Bulk Grinding
- Cistern Construction
- Green Roof Installation
- Line of Credit available: \$900,000.00

Resumes / Statements of Qualifications

Rebecca Martin, President|CFO

Rebecca Martin is President, CFO and Co-Founder of Tri Scapes, Inc. Rebecca is a lifelong resident of Forsyth County, Georgia and worked in the public job sector until delving into entrepreneurship in 1984. She has thirty plus years business ownership experience in several industries. Her duties include management of all office personnel, customer and vendor relations, overseeing the finance, and marketing departments. She also handles Contracts, bonds and insurance. Her experience, drive and day-to-day leadership are essential to the continued success of the company.

Quinn Martin, CEO|Secretary

Quinn has over 30 years of executive experience in the landscape industry. In 1984 he successfully started his own commercial and residential landscape company. Then in 1993 he Co-founded Tri Scapes Inc. He also has extensive experience managing his own plant nursery, both privately, and for Tri Scapes. With his leadership TSI has grown from a small business to one of the largest commercial landscape companies in Georgia. With his hands-on approach to leadership, his daily tasks include marketing for future business, providing detailed estimates for clients and managing daily operations. He assumes many positions to help his ability to successfully achieve customer satisfaction.

Project Team Qualifications

Ryan Hogan, Vice President | Construction Division

Ryan has extensive experience in both the horticulture and construction fields. He graduated from the University of Auburn in 1996 with a B.S. in Landscape Horticulture. Over his career he has experience working as a foreman, project superintendent, estimator and a project manager. Ryan joined the Tri Scapes team in 2008, since then he has experience managing maintenance, landscape construction, and Hardscape construction. To date Ryan has managed \$21 million in landscape installation /construction projects for construction division of Tri Scapes. He currently serves as the Vice President of construction, estimating new projects, directing work with field staff, meeting customer's onsite to discuss issues and concerns, manage payroll, materials ordering, and equipment movement with staff driver. Ryan holds a Georgia General Contractors License and is a Certified Irrigation Contractor.

Scott Conard, Sr. Project Manager

Scott is a seasoned veteran of the construction industry with over 25 years of experience in landscape, irrigation, and hardscape construction. His career has spanned the entire east coast, spending time with 2 of the largest, national, landscape construction firms in the United States. Scott is on his second stint with Tri Scapes, Inc. now as a senior project manager. Scott's in-depth horticulture knowledge is an asset to the field staff he manages, helping them make the right decisions in planting, and a comfort to customers as he can speak extensively to what he's seen over the many years. He has served as safety manager for many years, so a safe jobsite is a given when Scott is in charge. He led crews in the planting enhancements of Atlanta's interstate corridors leading up to the 1996 Olympics, so high pressure, dangerous work environments are not new to him. Over his career, Scott has managed over \$50 million in hardscape project work, successfully delivering a myriad of different "flat" work projects from roadways, streetscapes, retaining walls, paver parking lots, and sports fields. His no nonsense approach to the project gives customers the confidence he knows what he is doing, and reassurance he will deliver their vision.

Tyler Mathis, Project Manager

Tyler started working for Tri Scapes in 2009, while in college. During that time, he worked alongside seasoned TSI workers where he gained a tremendous respect for their work ethic and garnered valuable knowledge of the landscape industry. In 2015, Tyler joined Tri Scapes full-time, as a construction division project manager. During his tenure he has managed over \$14.5 million in construction projects, varying in scope from landscape and irrigation, to streetscape and athletic field construction. Tyler possesses the cool temperament to handle stressful situations in the field as well as the determination to see all challenges through to the finish. He is well respected by our employees, project owners, architects, and engineers for his careful attention to the details. Tyler's educational background includes **B.S. in Political Science** from University of North Georgia. He also carries certifications including CPR, Competent Person Trench Shoring, and Georgia DOT Worksite Erosion Control Supervisor (WECS).

Ross Martin, Project Manager

Ross is an experienced project manager who began his Tri Scapes career in the field as a foreman. He has been a key component in the construction and renovation of several sports fields throughout Georgia. He is also experienced in landscape/hardscape installations and has led our teams on numerous schools and high-profile developments in downtown Atlanta. In recent years we were contracted to provide landscape/hardscape installs for several Costco Warehouse's and Love's Travel Stops projects throughout the Southeast, and Ross managed each of these. He currently manages a portfolio of landscape and prime construction projects that include site work, concrete, and storm drainage system updates. Ross enjoys being onsite and working with his crews to solve problems and seeing a project through to completion. He digs in and strives to satisfy his customers.

Luis Lopez, Superintendent

Luis has thirty-eight years of experience in landscape project management. He has been with Tri Scapes, Inc. for 23 years and successfully manages crews of five to ten men. Luis is our lead landscape installer and does what it takes to make the customer happy and complete projects in a timely manner.

Joe Wilson, Superintendent

Joe has been in the construction industry performing field supervision and project management for over 10 years. He has extensive experience in roadway projects, including DOT level inspections. He has successfully managed two of Tri Scapes, Inc's largest park projects over the last 18 months that included rest room buildings, stone retaining walls, asphalt paving, playground equipment, irrigation, landscape and sod installation. Joe has the experience and capability to handle all aspects of any project including on-site supervision, scheduling, managing subcontractors, quality control and communication between owner, engineer, and architect. From time of award through the warranty period, Joe is dedicated to providing a safe environment for our crews and completing the project on time and to the highest standards our clients expect. Joe's educational background and certifications include studying finance and information systems at the University of West Georgia, Georgia Soil & Water Conservation Level 1A (Blue Card Certification), GA NPDES, OSHA 30hr Card, CPR trained and is a DOT Certified flagger.

Roberto Munoz, Foreman

Roberto Munoz has been employed by Tri Scapes Inc. for the past 15 years. He has a total of 25 years of construction and landscape experience. In that time, Roberto has completed over 50 sports field projects, and managed over \$15 million in landscape projects. He understands the intricate aspects of field building and has a well-respected reputation with our previous Sports Field clients. Roberto is a skilled laser tech operator and can run many types of construction equipment.

References

City of Milton | Matthew Fallstrom | 678-242-2558 | matthew.fallstrom@cityofmiltonga.us
City of Cumming | Jennifer Archer | 770-781-2019 | jarcher@cityofcumming.net
City of Dunwoody | Brent Walker | 678-382-6857 | brent.walker@dunwoodyga.gov

Available Resources

This project does not require any specific equipment and will be completed with labor to tear out damaged areas by hand and the use of small tools such as concrete saws, etc.

2. Technical Bid Information

Examples of Previous Projects

Project Name:	<u>Church Street and Davis Street Traffic Calming Project</u>
Location:	Church and Davis Streets, Monroe, GA
Owner:	City of Monroe
Contact:	Jeremiah Still, Director of Streets and Transportation Phone: 678-873-1117 Email: JStill@MonroeGA.gov
Contract Amount:	\$288,563.76
Completion Date:	October 2020
Scope of Work:	Grading, traffic control, asphalt paving, concrete sidewalks, header curbs, signage, striping, pavers, speed tables, landscaping, pinestraw and rock mulch.
Project Name:	<u>Cumming City Center Building L & M</u>
Location:	423 Canton Road, Cumming, GA 30040
Owner Contact:	City of Cumming Jennifer Archer, 100 Main Street, Cumming, GA 30040 Phone: 770-780-2019 Email: jarcher@cityofcumming.net
Contract Amount:	\$149,958.00
Completion Date:	June 2022
Scope of Work:	Installation of trees, shrubs, groundcovers, sod and irrigation.
Project Name:	<u>Demorest Streetscape Phase II, PI #0010692 Habersham County</u>
Location:	SR 385 from CS 621/Alabama St. to CS 628/Georgia St., Demorest, GA
Owner Contact:	Kim Simonds, City Clerk City of Demorest PO Box 128, 546 Georgia Street, Demorest, Georgia 30535 Phone: 706-778-4202 Email: ksimonds@cityofdemorest.org
Contract Amount:	\$257,598.00
Completion Date:	January 2020
Scope of Work:	Demolition of asphalt, removal of concrete sidewalks and concrete curbs, clearing, grading, and construction of concrete sidewalks including signage, striping, and landscape.

Project Name: **First Baptist Church of Alpharetta**
Location: 44 Academy Street, Alpharetta, GA 30009
General Contractor: Morton Construction | Andy Smith, Project Manager
603 W. Crossville Road, Roswell, GA 30075
Phone: 770-475-3138 | Email: andy@mortonconstructioninc.com
Contract Amount: \$409,220.00
Completion Date: December 2022
Scope of Work: Site demo, storm drainage, concrete sidewalk & apron, heavy duty concrete paving, permeable pavers, brick paver sidewalks, truncated dome pavers, irrigation system, landscaping, and ribbon curb.

Project Name: **FY17 Sidewalk Replacement Project**
Location: Various locations throughout the City of Milton
Owner Contact: Matt Fallstrom, Capital Projects Manager
City of Milton, 2006 Heritage Walk, Milton, Georgia 30004
Phone: 404-867-6191 | Email: matthew.fallstrom@cityofmiltonga.us
Contract Amount: \$120,356.00
Completion Date: June 2018
Scope of Work: Demolition and replacement of broken, cracked and damaged sidewalks throughout the City of Milton. Demo of old handicap ramps and replaced with ADA compliant ramps. Removal/demo and replace old curb & gutter.

Project Name: **Johnson Ferry Road Sidewalk Project**
Location: South side of Johnson Ferry Road, from existing sidewalk on Kayron Drive to existing sidewalk west of Glenridge Drive, Sandy Springs, Georgia
Owner Contact: Brian Ream, Superintendent | City of Sandy Springs
1 Galambos Way, Sandy Springs, Georgia 30328
Phone: 770-315-6710 | Email: Bream@sandyspringsga.gov
Contract Amount: \$203,109.32
Completion Date: December 2019
Scope of Work: Installation of approximately 1,300 LF of concrete sidewalk, brick pavers, concrete driveways, and sod.

Timeline

Project will be completed in 120 days as specified in the bid documents



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:

- 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;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- 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;
- The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- 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);
- 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
- 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.

123689

Federal Work Authorization User Identification Number

Tri Scapes, Inc.

Name of Contractor

06/02/2008

Date of Authorization

Downtown Alpharetta Tree Well Repair

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date 02/16/2023 in Cumming (city), GA (state).

Rebecca Martin
Signature of Authorized Officer or Agent

Rebecca Martin, President|CFO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16 DAY OF February, 2023.

Mary J. Chamberlain
NOTARY PUBLIC

My Commission Expires

07/19/2024





BID BOND

(Five Percent (5%) of Bid)

Bid Bond # N/A

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri Scapes, Inc. _____, as CONTRACTOR, and

Hartford Fire Insurance Company, as SURETY, a corporation duly organized under the laws of the State of CT, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA

ALPHARETTA, GA 30009 as **CITY** and hereafter called **OBLIGEE**, in the penal sum of

_____ Dollars (\$ _____), or Five Percent
(5%) of the bid amount, whichever is less, for the payment of which sum well and truly to be
made, the said **CONTRACTOR** and the said **SURETY**, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this 9th day of February, 2023

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **OBLIGEE** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

DOWNTOWN ALPHARETTA TREE WELL REPAIR for repairing/rebuilding the tree wells along North Broad Street, South Broad Street, Commerce Street, Market Street, and Park Plaza within the downtown Alpharetta area. All locations are within the City of Alpharetta.

NOW, THEREFORE, if the **OBLIGEE** shall accept the bid of the **CONTRACTOR** and the **CONTRACTOR** shall enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the **CONTRACTOR** to enter such Contract and give such bond or bonds, if the **CONTRACTOR** shall pay to the **OBLIGEE** the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the **OBLIGEE** may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BON

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Tri Scapes, Inc.

CONTRACTOR

By: Rebecca Martin, President/ CFO

Hartford Fire Insurance Company

SURETY

By: Christy Lackey
Georgia Representative Christy Lackey, Attorney In Fact



(SEAL)

Surety Contact Information:

Address: One Hartford Plaza, Hartford, Connecticut 06155

Phone: 678-302-5123

Fax: 770-858-7545

Email: christy.lackey@pninsurance.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC

Agency Code: 20-262197

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois , a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest , a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast , a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

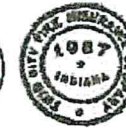


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 02/09/2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: ITB 23-005, Downtown Alpharetta Tree Well Repair

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			
Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Tri Scapes, Inc.

Company Name

Rebecca Martin

Signature of Authorized Officer or Agent

02/16/2023

Date

Rebecca Martin, President|CFO

Printed Name & Title of Authorized Officer or Agent

1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041

Company Address

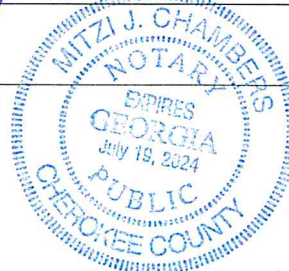
Subscribed and sworn before me on this the

16 day of February, 2023

Notary Public

07/19/2024

My Commission Expires



City of Alpharetta ITB 23-005, Downtown Tree Well Repair

SCHEDULE OF ITEMS

Enter Bidder/ Company Name:	Tri Scapes, Inc.
Enter Bidder/ Company Address:	1595 Peachtree Pkwy, Ste 204-396, Cumming, GA 30041
Enter Name & Title of Person Authorized to Submit this Bid:	Rebecca Martin, President CFO
Enter Contact Phone #, Email Address:	770-752-4698 rmartin@triscapes.com

Bid Price Certification

By submitting this completed Schedule of Items to the City for work described in the associated specifications for ITB 23-005, Downtown Alpharetta Tree Well Repair, the Bidder acknowledges that the form pricing as submitted to the City has been confirmed by the Bidder and is correct.

In compliance with Section 3 Scope of Project/Specifications, the Bidder guarantees, offers, and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the Bidder will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

* Lump sum pricing shall include, but is not necessarily limited to, mobilization, bonds, insurance, excavation, material haul off, compaction, pouring concrete, installing brick, acquiring and installation of polymeric sand, site cleaning, signs and traffic control.

Park Plaza (Location P1 - P46)

Item #	Item Description	Unit	Item Price
1	Install GAB base and construct approximately 913 LF of header curb per the provided detail.	* LS	\$ 17,000.00

North Broad Street (Location N1 - N6)

2	Remove and preserve approximately 180 SF of brick pavers, demo existing base, construct new base along with approximately 96 LF of header curb per the provided detail, and reinstall brick pavers.	* LS	\$ 19,000.00
---	---	------	--------------

South Broad Street (Location S1 - S6)

3	Remove and preserve approximately 189 SF of brick pavers, demo existing base, construct new base along with approximately 100 LF of header curb per the provided detail, and reinstall brick pavers.	* LS	\$ 21,000.00
---	--	------	--------------

Market Street (Location M1 - M10)

4	Remove and preserve approximately 304 SF of brick pavers, demo existing base, construct new base along with approximately 159 LF of header curb per the provided detail, and reinstall brick pavers.	* LS	\$ 24,000.00
---	--	------	--------------

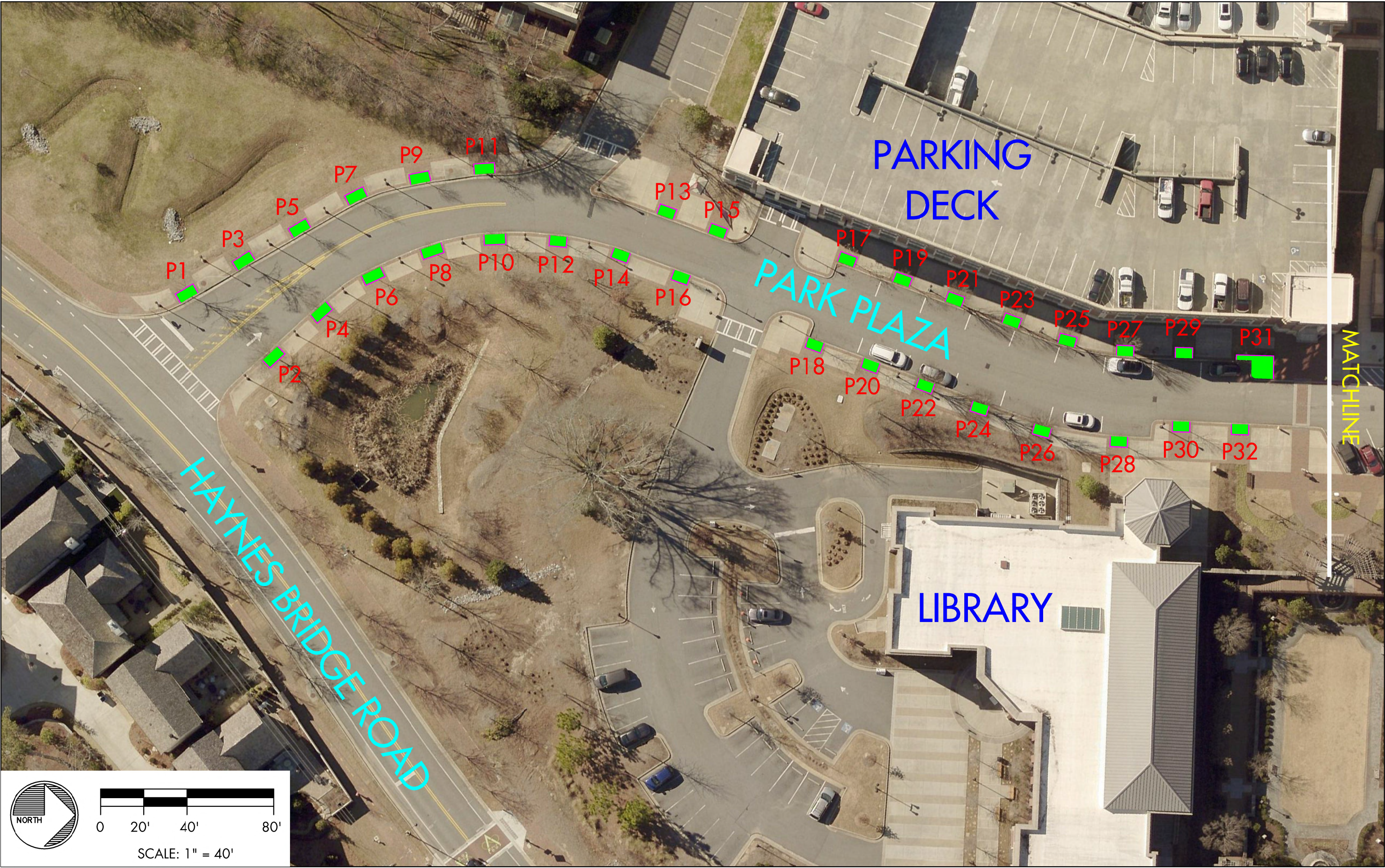
Commerce Street (Location C1 - C20)

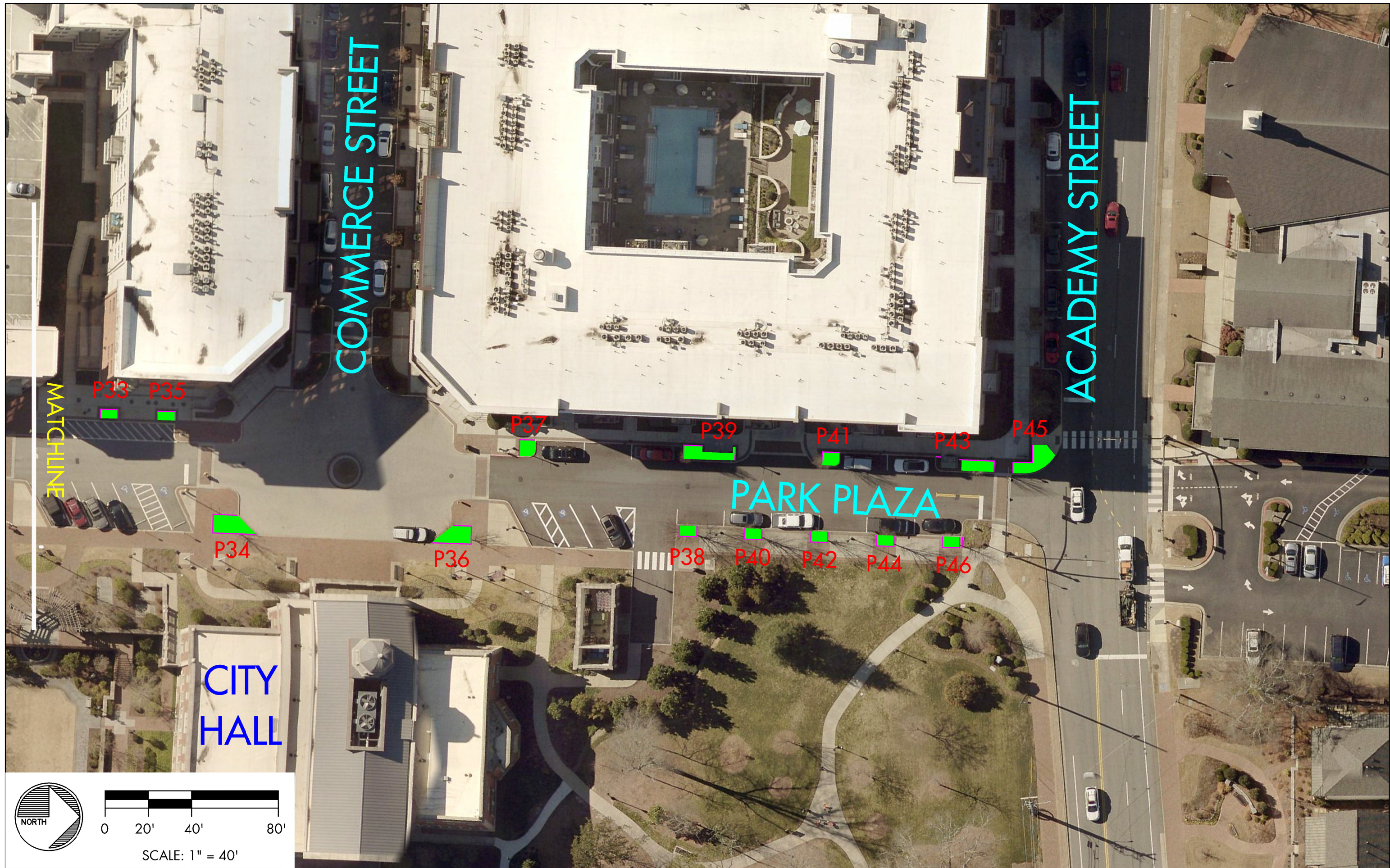
5	Remove and preserve approximately 1296 SF of brick pavers, demo existing base, construct new base along with approximately 389 LF of header curb per the provided detail, and reinstall brick pavers.	* LS	\$ 64,000.00
---	---	------	--------------

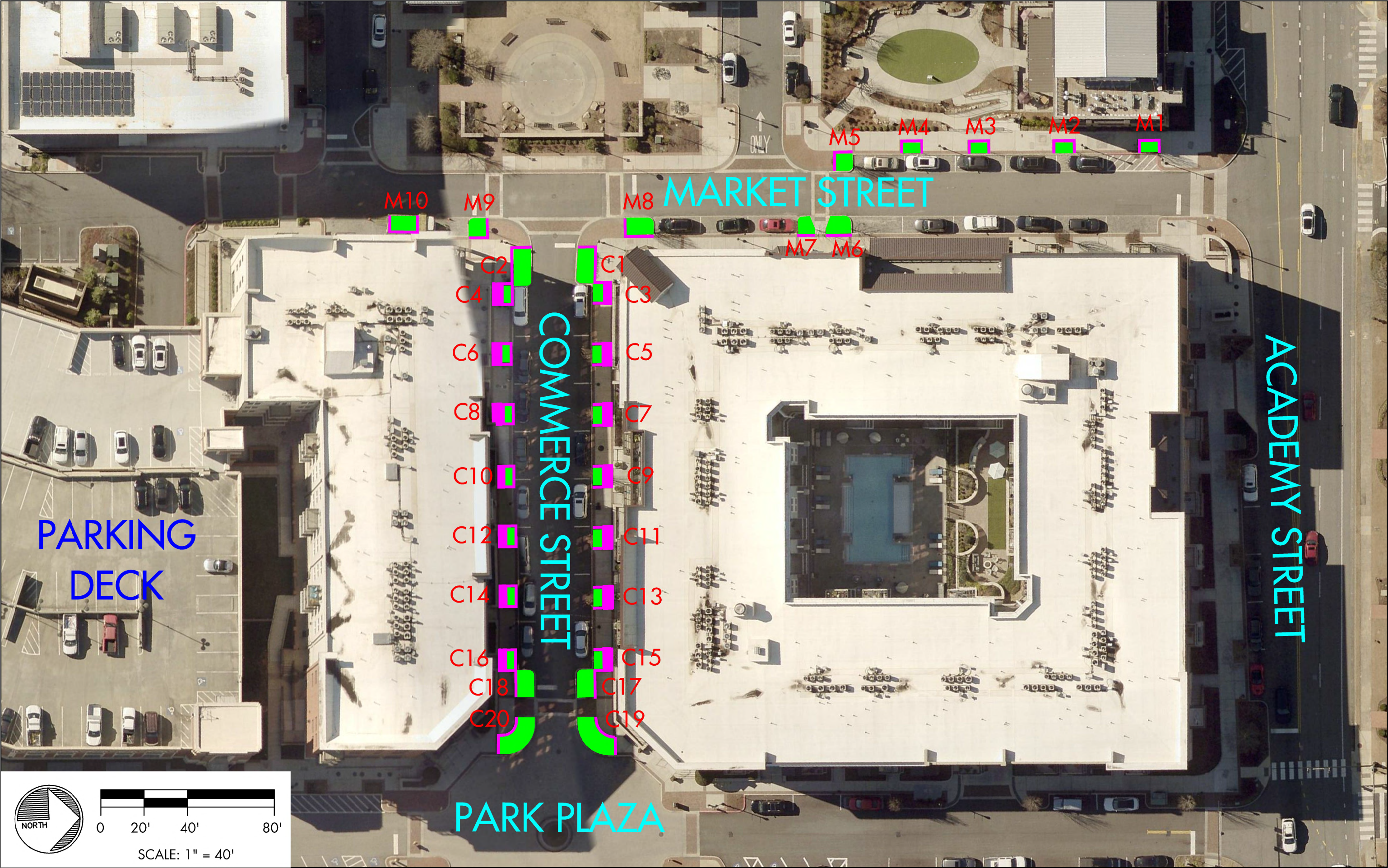
Miscellaneous Construction

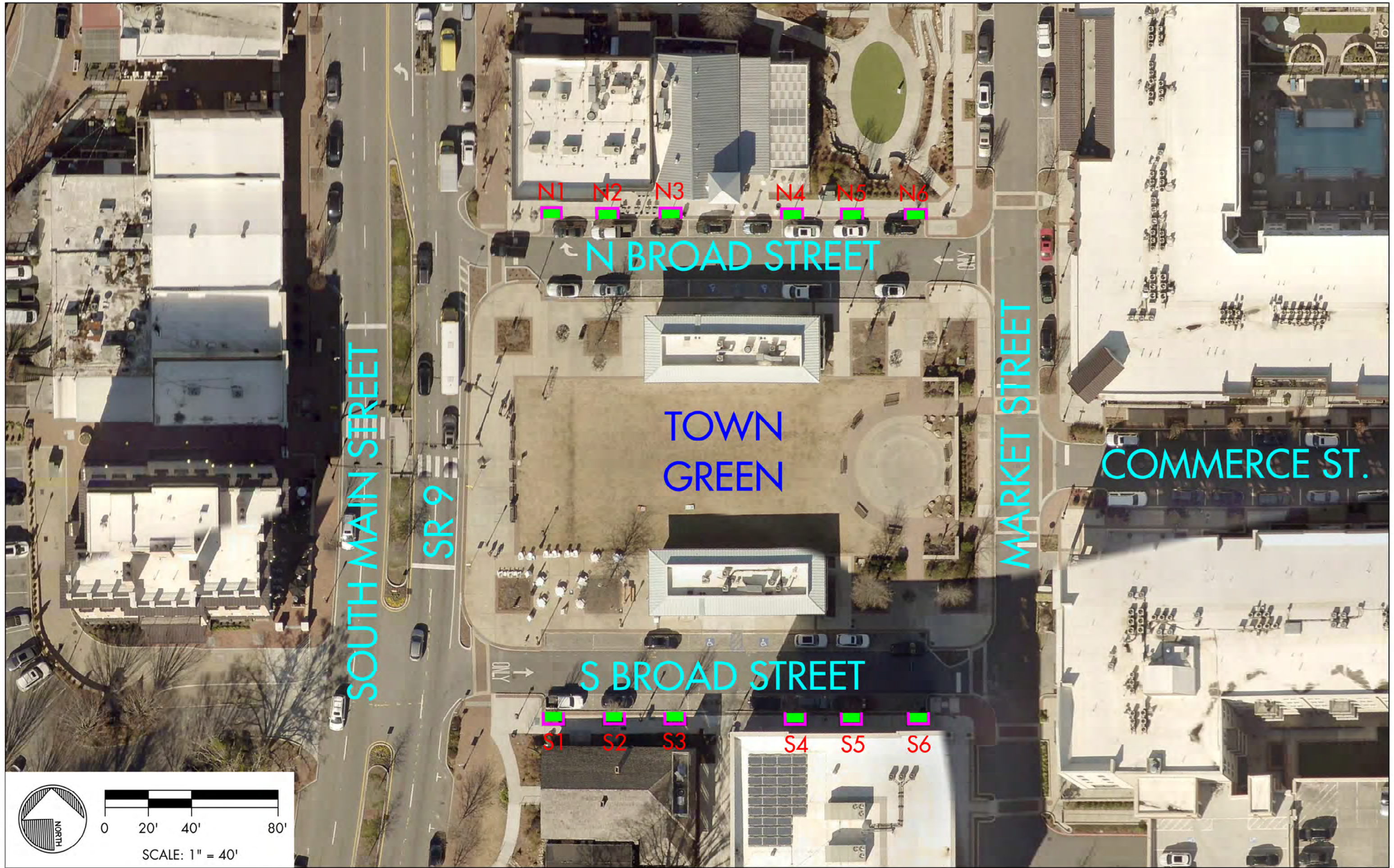
6	Irrigation repairs	LS	\$ 5,000.00
7	Miscellaneous Construction Allocation	LS	\$ 25,000.00

GRAND TOTAL \$ 175,000.00

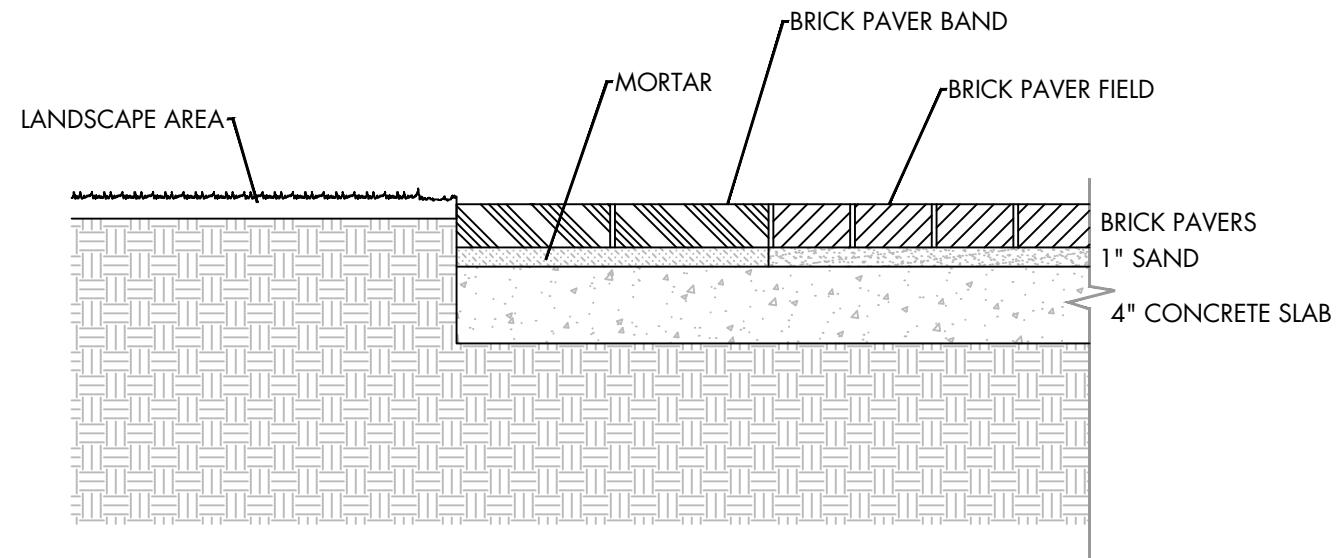








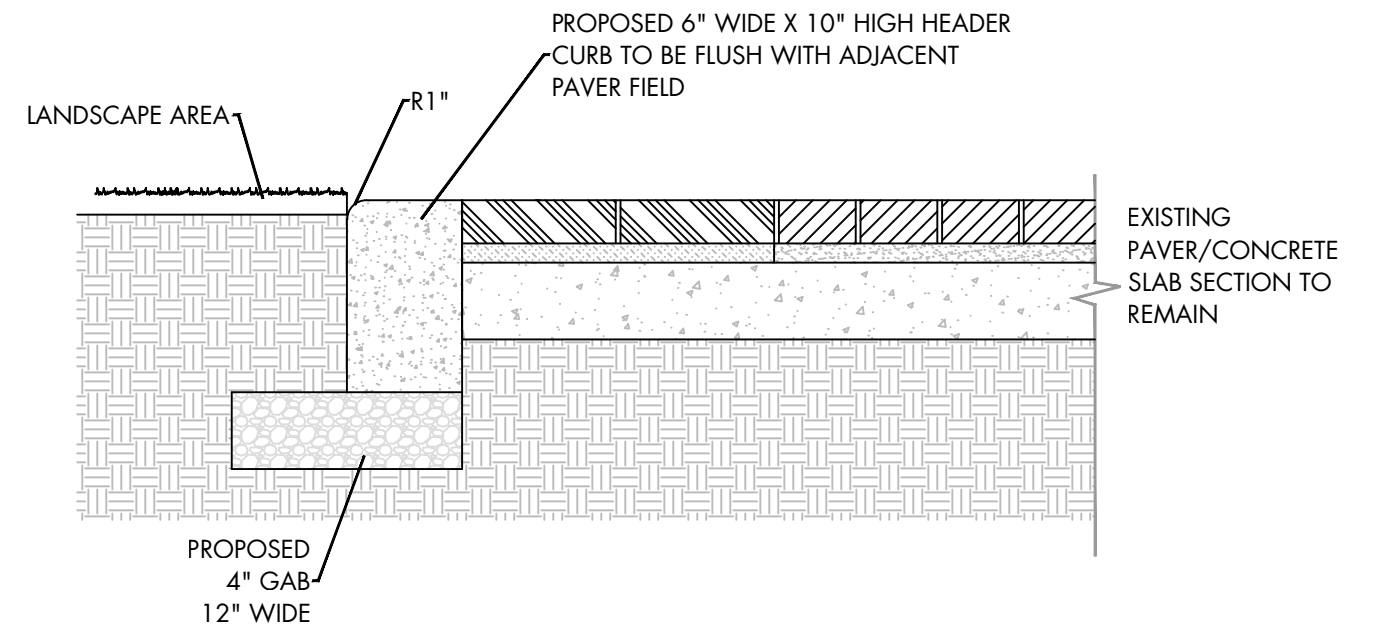
SCALE: 1" = 40'



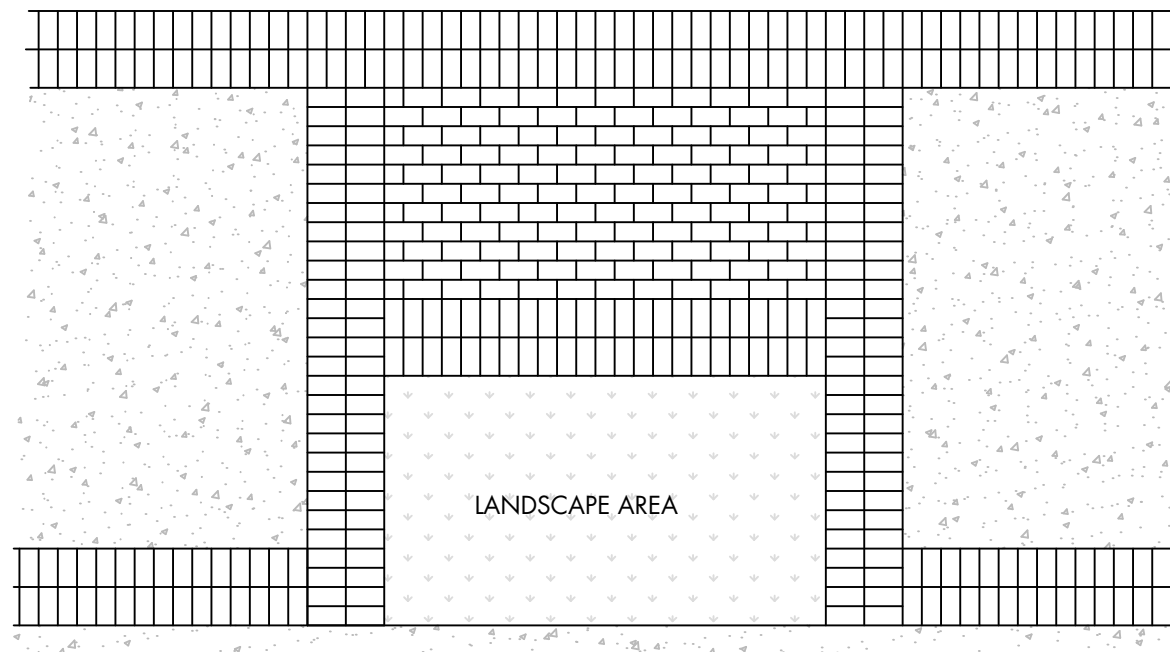
EXISTING CROSS SECTION
N.T.S.

NOTES:

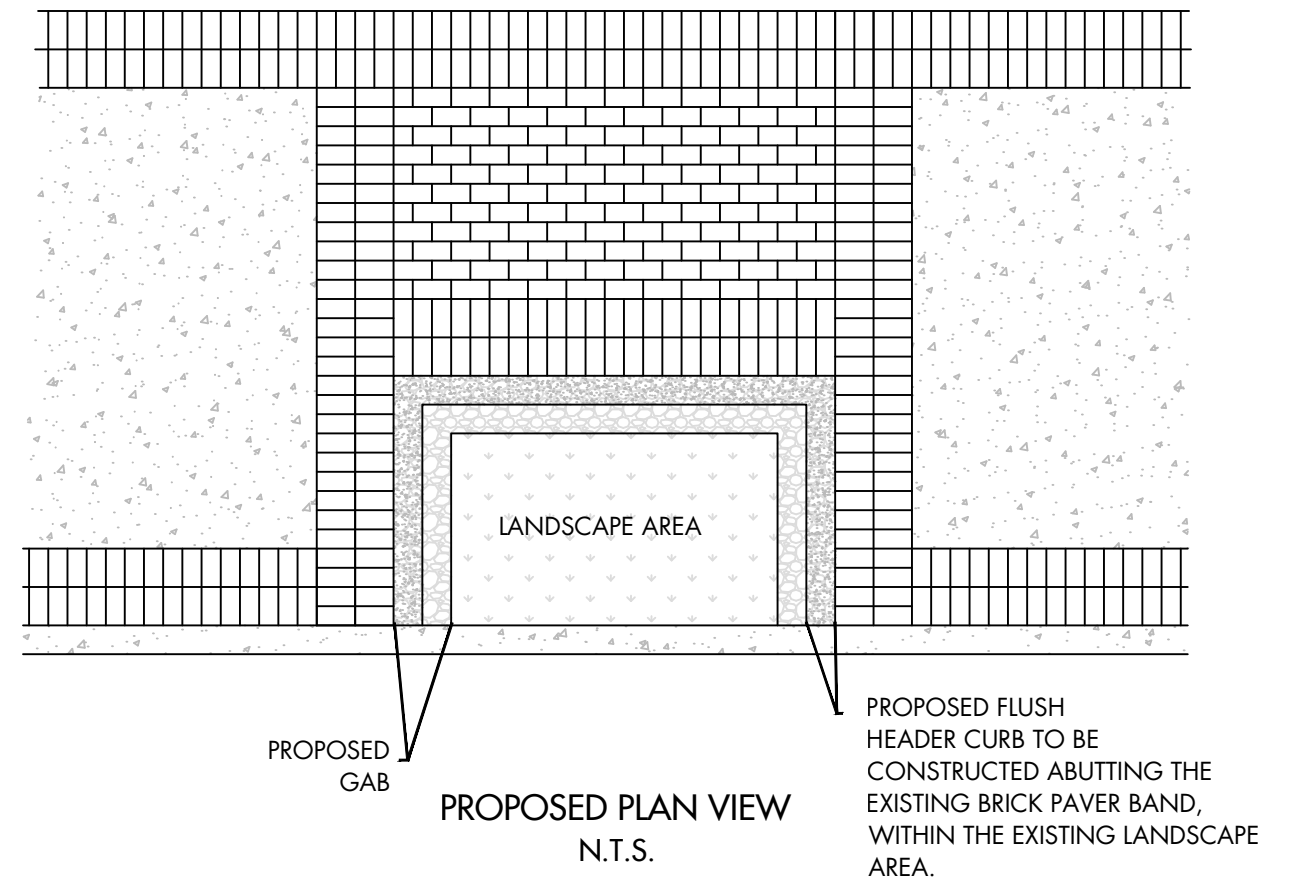
1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.

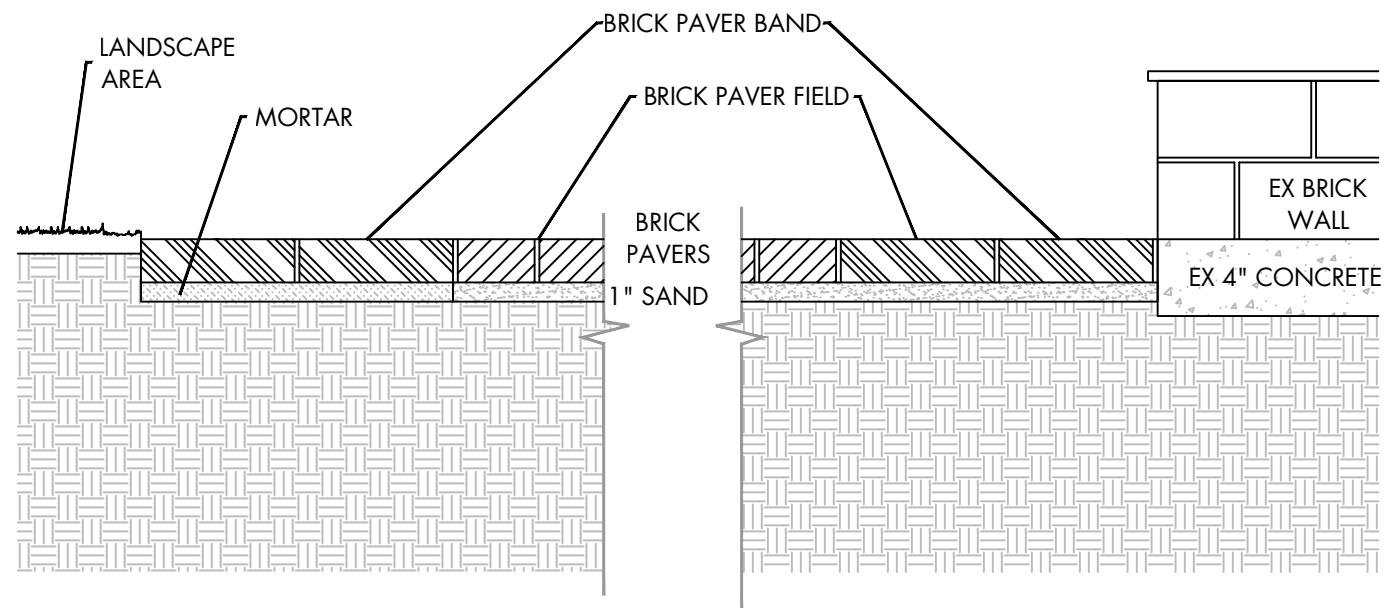


EXISTING PLAN VIEW
N.T.S.

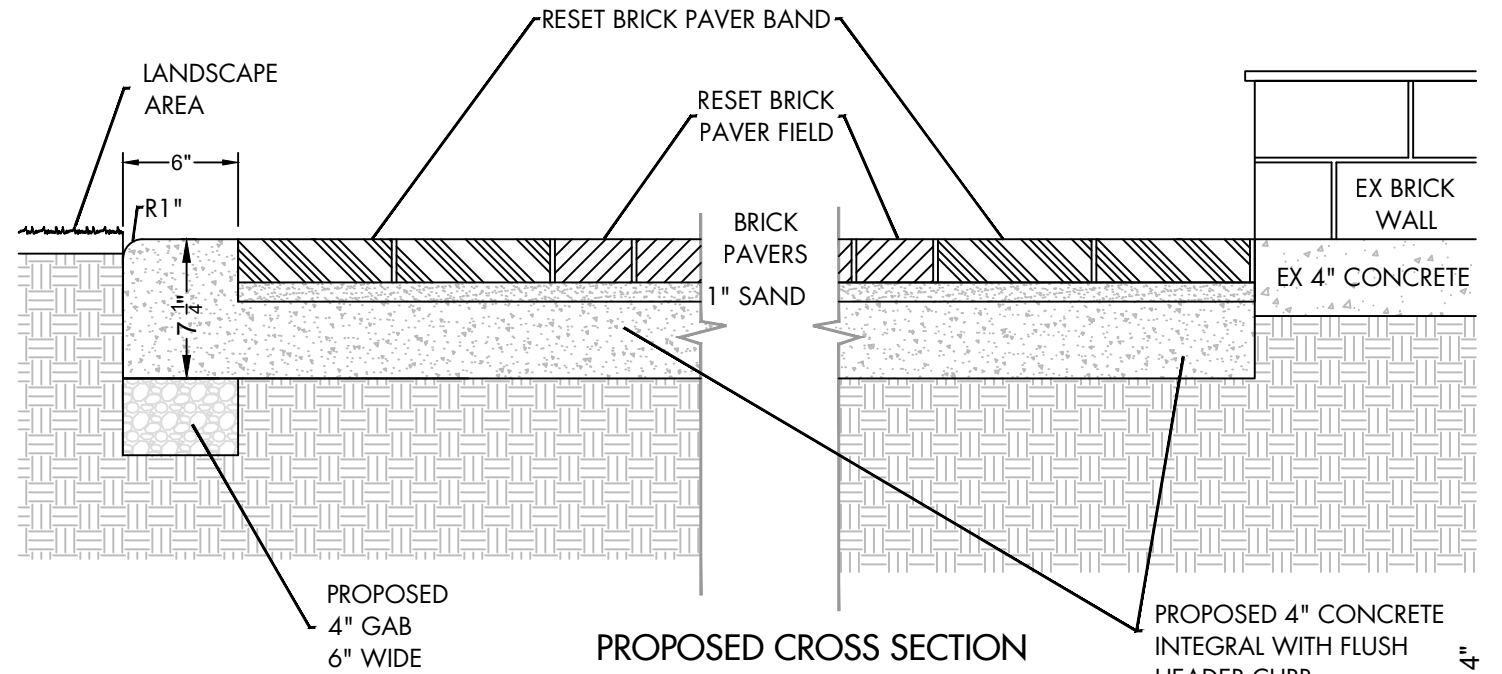


PROPOSED PLAN VIEW
N.T.S.

DETAIL "A"
APPLIES TO P1 THROUGH P46
N.T.S.



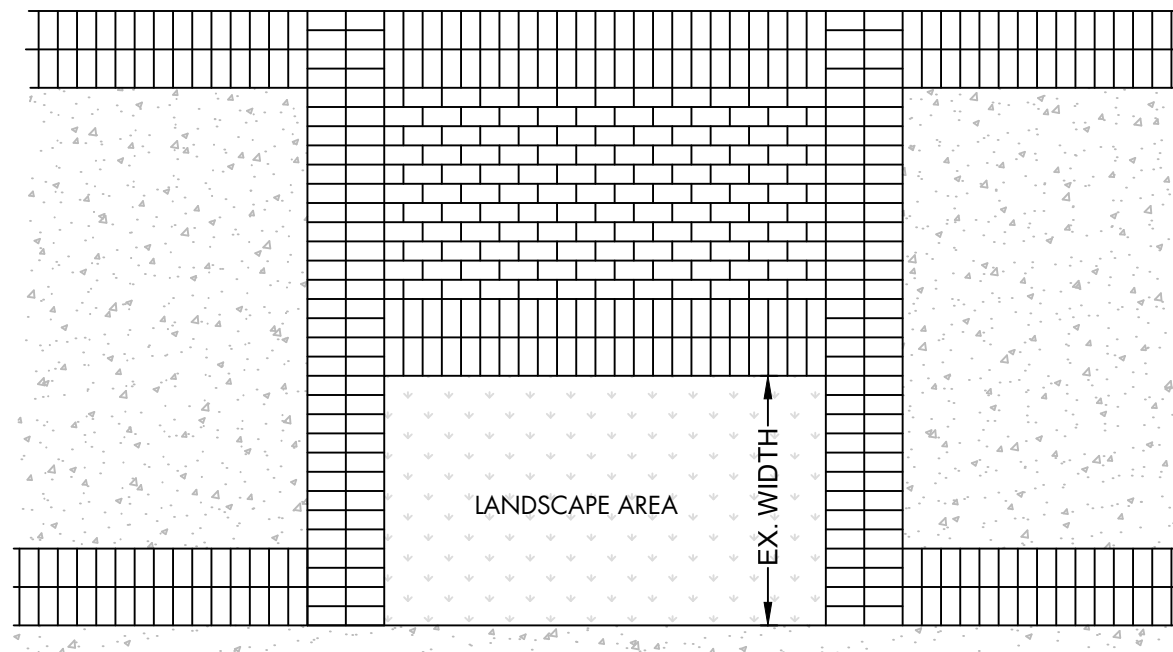
EXISTING CROSS SECTION
N.T.S.



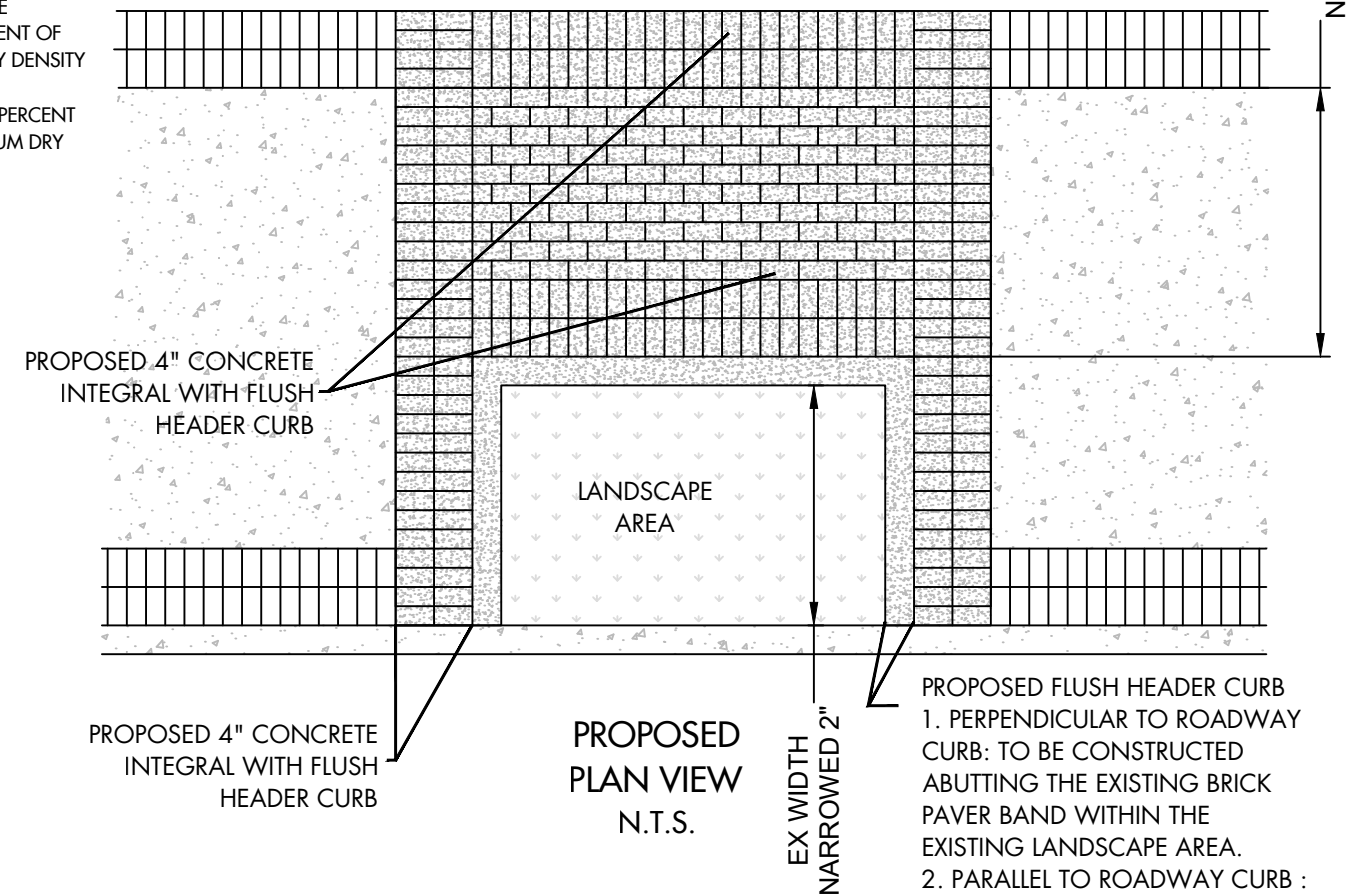
PROPOSED CROSS SECTION
N.T.S.

NOTES:

1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



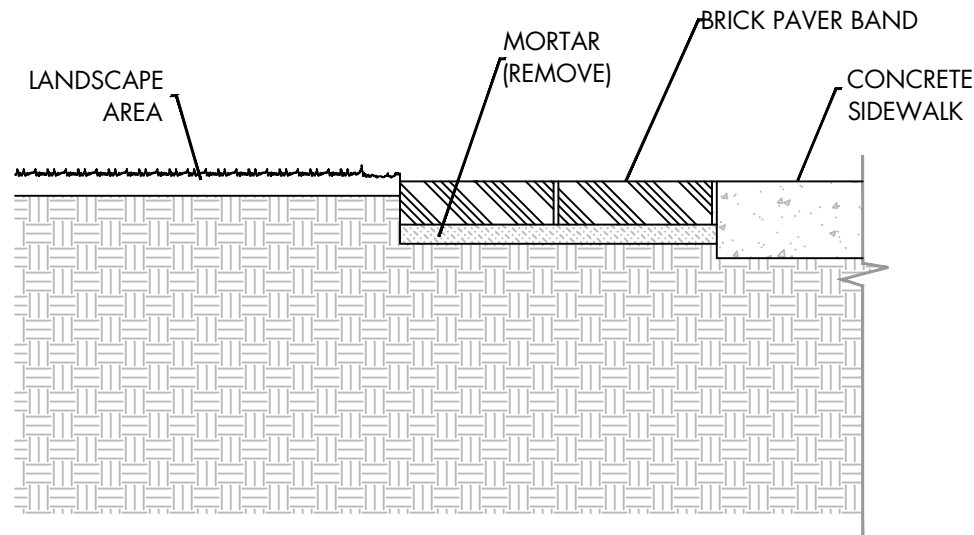
EXISTING PLAN VIEW
N.T.S.



PROPOSED PLAN VIEW
N.T.S.

- PROPOSED FLUSH HEADER CURB
1. PERPENDICULAR TO ROADWAY CURB: TO BE CONSTRUCTED ABUTTING THE EXISTING BRICK PAVER BAND WITHIN THE EXISTING LANDSCAPE AREA.
 2. PARALLEL TO ROADWAY CURB : EXISTING LANDSCAPE AREA EDGE NARROWED BY 2" AND BRICK PAVER FIELD NARROWED 4".

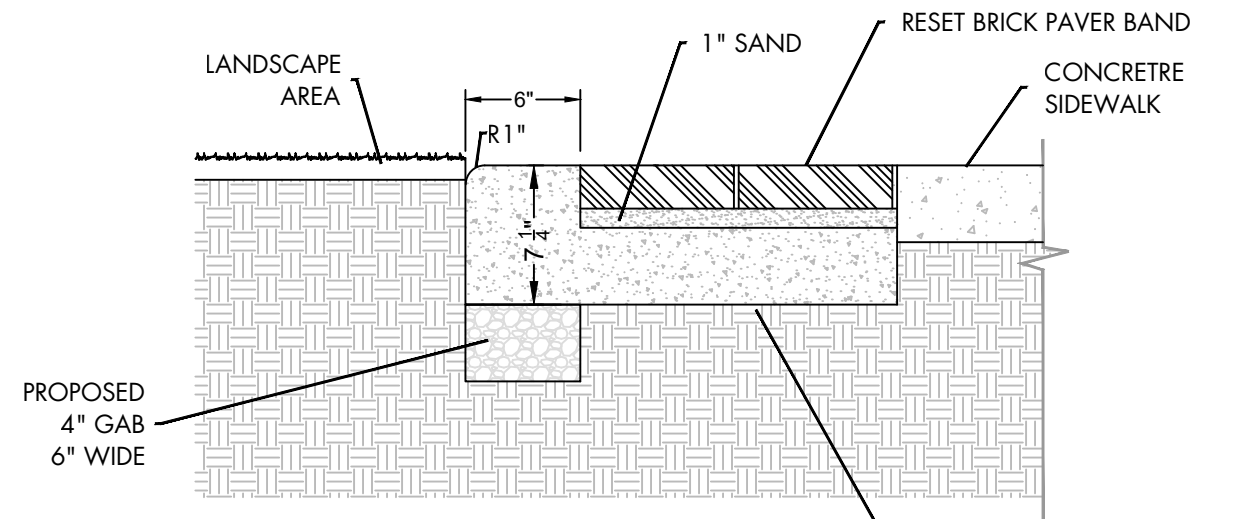
DETAIL "B"
APPLIES TO C3 THROUGH C16
N.T.S.



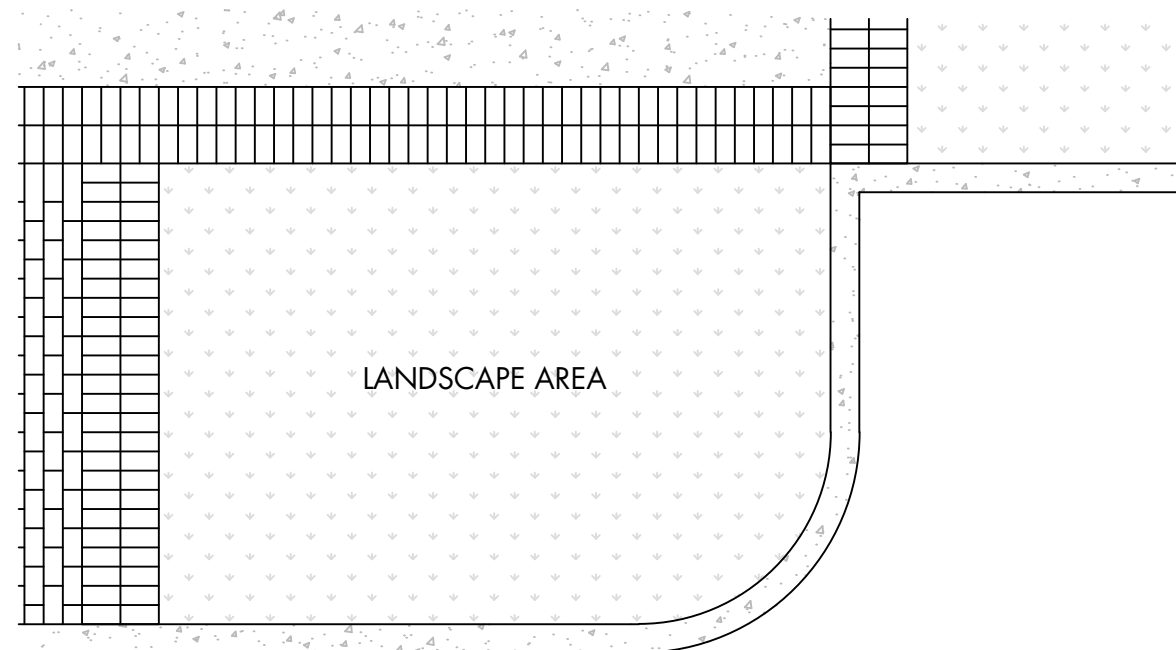
EXISTING CROSS SECTION
N.T.S.

NOTES:

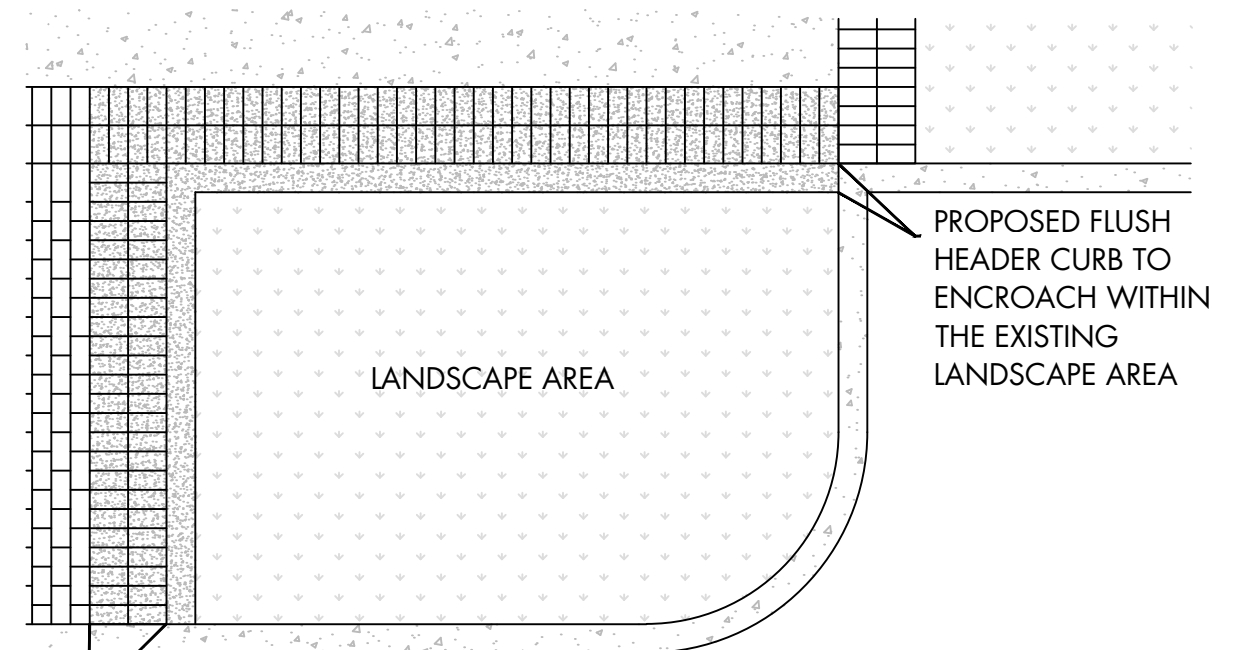
1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.

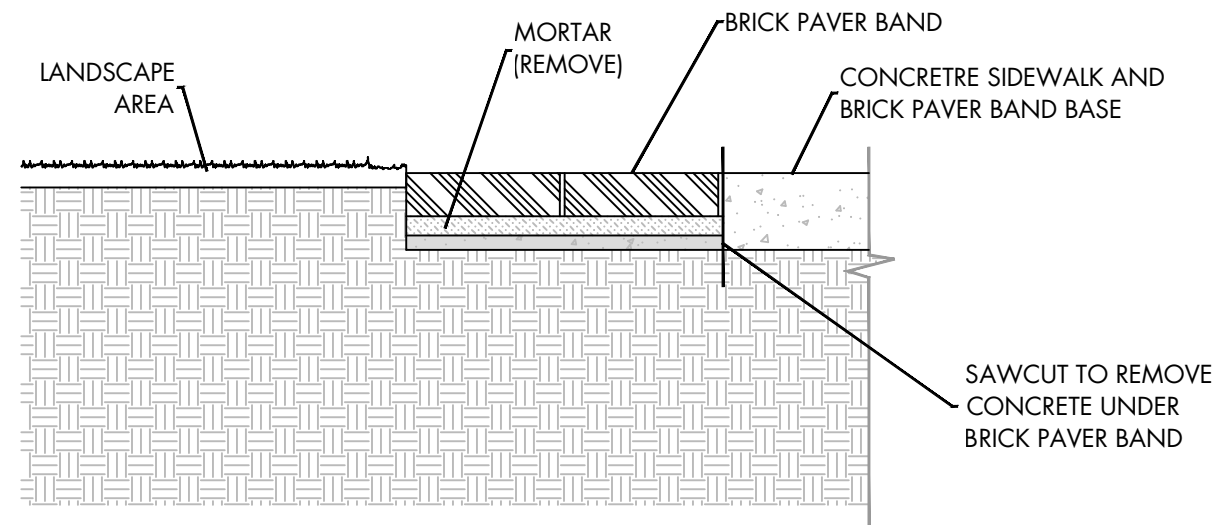


EXISTING PLAN VIEW
N.T.S.



PROPOSED PLAN VIEW
N.T.S.

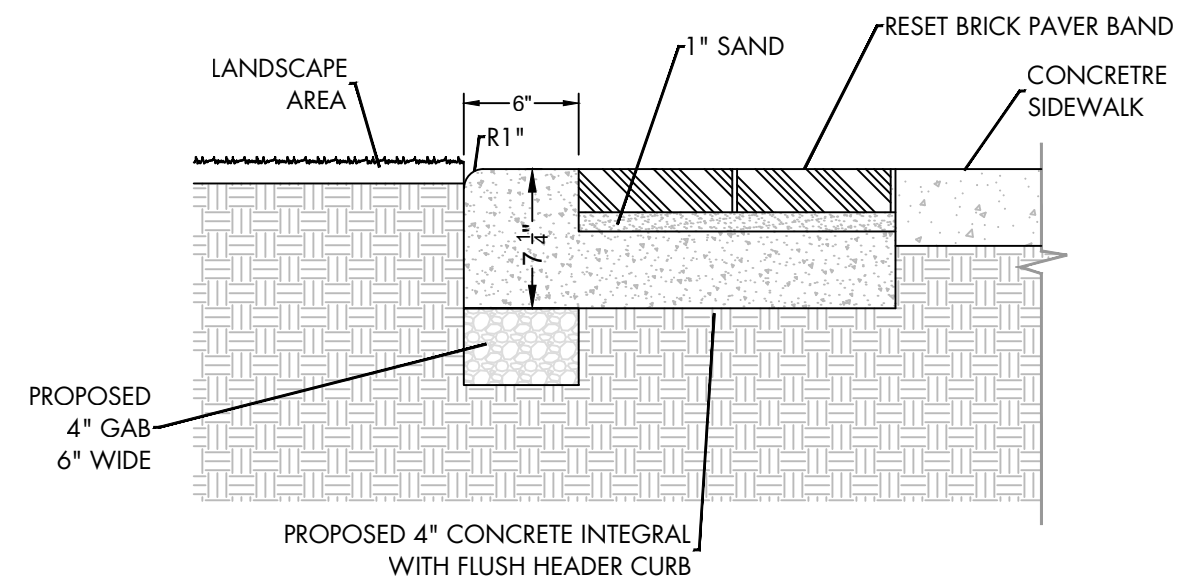
DETAIL "C"
APPLIES TO C1 - C2, C17 - C20
N.T.S.



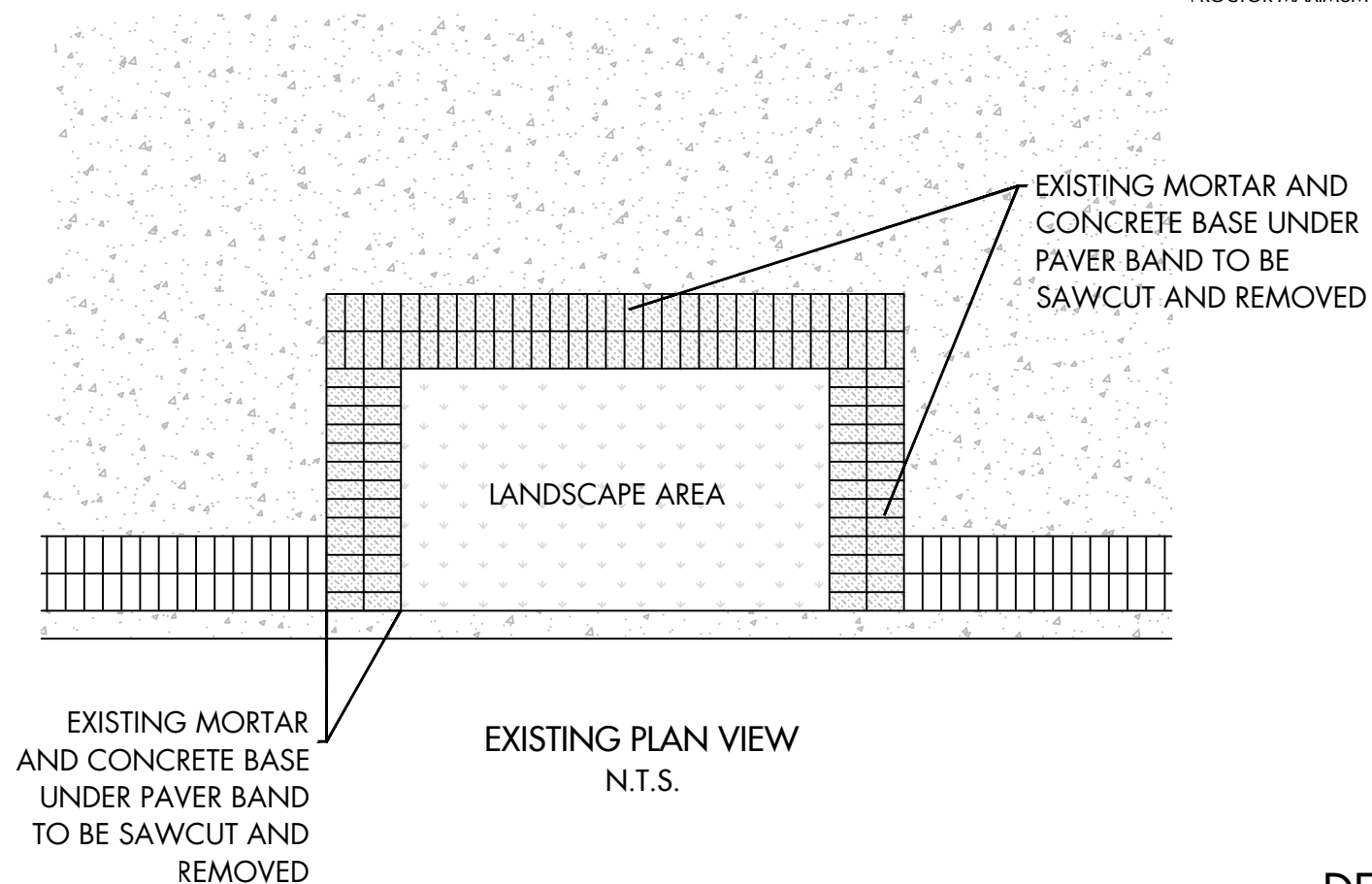
EXISTING CROSS SECTION
N.T.S.

NOTES:

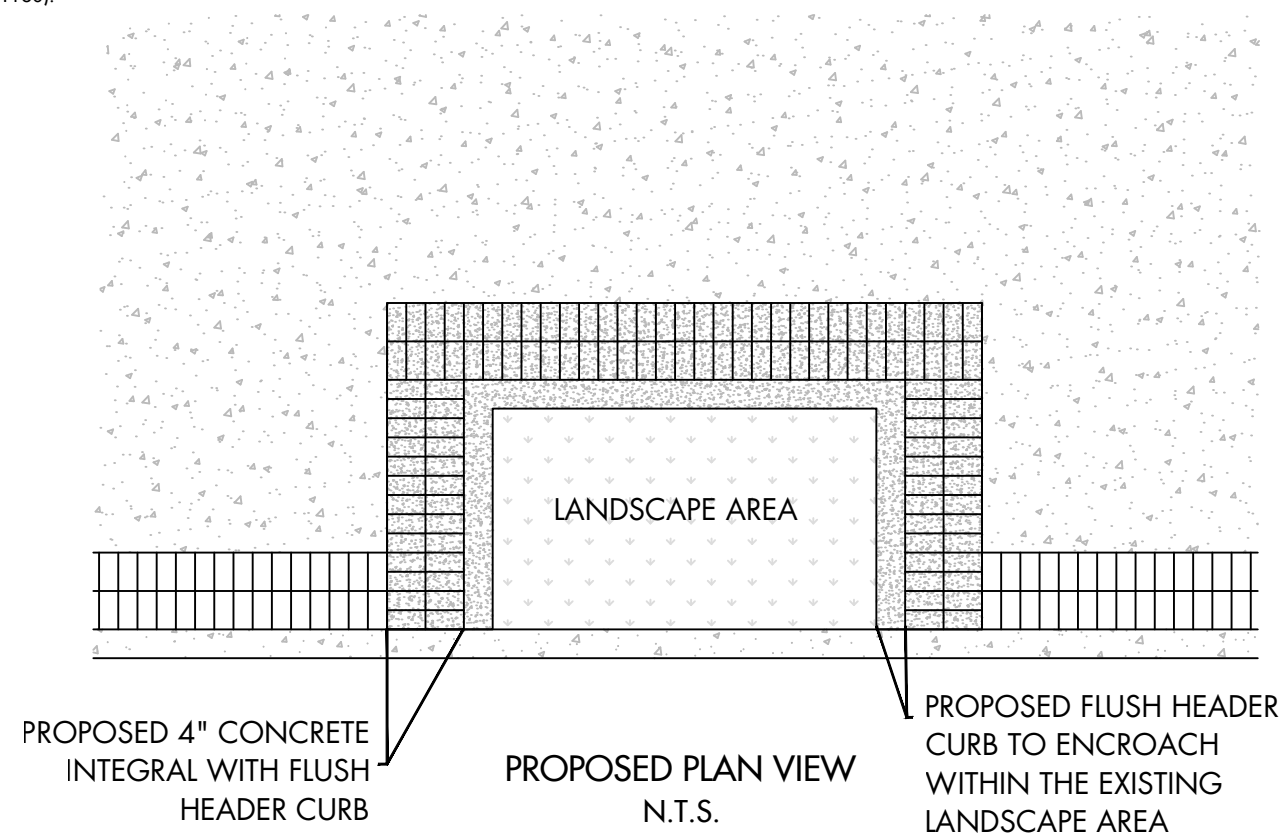
1. REUSE EXISTING BRICK.
2. MATCH EXISTING PATTERN
3. CONCRETE SHALL BE 3000 PSI OR STRONGER.
4. UPPER 12 INCHES OF SOIL SUBGRADE UNDER PROPOSED CONCRETE SLAB SHALL BE COMPACTED TO AT LEAST 100 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (AASHTO T99).
5. GAB SHALL BE COMPACTED TO 100 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T180).



PROPOSED CROSS SECTION
N.T.S.



EXISTING PLAN VIEW
N.T.S.



PROPOSED PLAN VIEW
N.T.S.

DETAIL "D"
APPLIES TO M1 - M10, N1 - N6, S1 - S6
N.T.S.



STAFF REPORT

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

AGENDA ITEM:

Request for Proposals # 23-106: Public Safety Uniforms

Consideration of approval of the award of RFP 23-106 to Galls LLC and T&T Uniforms for fire and police uniforms and duty gear and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please award RFP 23-106 to Galls LLC and T&T Uniforms for fire and police uniforms and duty gear and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Public Safety Uniforms (multiple accounts)	\$175,563

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
None	\$0.00

ITEM DESCRIPTION:

The Public Safety Department purchases uniforms for Fire, Police, Rescue, E-911, and various other specialty, reserve, and volunteer personnel and buys personal-issue items such as duty gear and small equipment (e.g., flashlights). The City's prior uniform contract expires February 28, 2023.

The City's intent is to award a 5-year non-exclusive contract to vendor(s) that supply the uniforms and duty gear listed in the RFP.

The Public Safety and Finance Departments prepared a Request for Proposal (RFP) and advertised for proposals in January 2023. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City, and items may be added to or eliminated from the list during the contract. The City received two proposals on January 12, 2023 from Galls LLC, and T&T Uniforms.

Each proposal was evaluated based on their method of providing service (37%); qualifications, resumes and references (30%); cost (30%); and Alpharetta vendor preference (3%). The resulting scores for the responsive proposals were as follows (ranking of "1" to "5" with "5" being the highest):

- | | |
|-----------------|-------|
| 1. Galls, LLC | 48.24 |
| 2. T&T Uniforms | 50.92 |

The Public Safety Department desires to enter into a contract with both Galls, LLC and T&T Uniforms to ensure competitive pricing and alternative supply sources. The Department has worked with both vendors and is impressed

with their service delivery and the quality of their products. Therefore, staff recommends award of RFP 23-106 to Galls LLC and T&T Uniforms.

ALTERNATIVES:

The City Council could award to only one vendor, or could reject all bids and issue a new competitive procurement.

ATTACHMENTS:

1. Galls - Proposal RFP 23-106 - PROPOSAL Signed
2. Galls - Proposal RFP 23-106 - Pricing Approval Form 11.4.22
3. T&T Uniforms Proposal Alpharetta
4. T&T RFP 23-106 Uniform Pricing Sheet Alpharetta
5. 23-106 Galls LLC PS Uniforms Contract 021523
6. 23-106 T&T Uniforms-PS Uniforms Contract2-15-23

City of Alpharetta

RFP# 23-106

Public Safety Uniforms (911, Fire, Police, and Admin)

Due: January 12, 2023 @ 10am



PREPARED FOR

City of Alpharetta
RFP# 23-106

PREPARED BY

Galls LLC
1340 Russell Cave Rd. Lexington KY 40505



January 11, 2023

Attn: Procurement Department
City of Alpharetta
Debora Westbrook, Procurement
Agent
purchasing@alpharetta.ga.us

Re: RFP#: 23-106

Debora Westbrook:

Galls, LLC ("Galls") has been in business for more than 56 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,500 employees. Galls generates around \$500 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 800 formal contracts that we service daily from one or more of our 100+ locations. Galls is the leading distributor of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery. We are proud to serve America's public safety professionals.

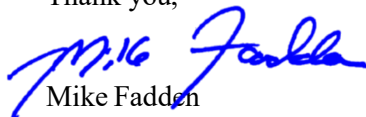
Galls has vast experience in providing the items required by City of Alpharetta's IFB, along with sizing and other services required during the contract period. Galls has two dedicated storefronts in the state of Georgia available to the City of Alpharetta. We look forward to providing top tier services and customer support that Galls is known for, while always looking for ways to innovate and improve. Galls footprint spans the continental United States and we can leverage this unrivaled network to keep your agencies supplied with the quickest turnaround times possible. With our industry leading facilities, Galls has everything the City of Alpharetta needs in-house so we can be your one stop shop for your uniform and accessory needs. We can also provide confidential independently audited financial reports upon request that attest to our position as Georgia's strongest option to remain supplied for your long-term goals.

Galls has experience in this model of uniform program, and it has led to successful transitions for our customers, so the City can rest assured that their goals for Uniform program can be satisfied and exceeded.

Galls will service the City of Alpharetta out of our primary distribution center located in Lexington, KY. Additional resources including a location in Marietta will be available for service.

We appreciate the consideration and look forward to servicing the City of Alpharetta for the duration of the Contract. Please feel free to reach out directly with any questions regarding our proposal.

Thank you,

A handwritten signature in blue ink, appearing to read 'M. Fadden'.

Mike Fadden
CEO
Galls, LLC

COMPANY BACKGROUND, CONTACTS, AND REFERENCES



COMPANY BACKGROUND

Galls, LLC ("Galls") is pleased to present our proposed solutions to the City of Alpharetta. Galls has been in business for over 55 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1500 employees. Galls generates over \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505
FEIN: 20-3545989
PH: 800-876-4242
State of Formation: Delaware
Date of Formation: 3/29/1976

Officer Listing:
Mike Fadden, Chief Executive Officer
Bruce Kulp, Chief Operating Officer
Jim Dugan, Chief Revenue Officer
Dustin McDulin, Chief Financial Officer
Susan Shiposh, Chief Information Officer
Gwen Bates, Secretary



TIMELINE

- Established in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Launched first custom website (2004)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)
- Acquired Roy Tailors of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired AK Uniforms & Equipment Co. (2015)
- Acquired Sterling's Public Safety Inc. (2015)
- Acquired A.M.E. 'S Uniforms (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen's Uniforms (2016)
- Acquired Azar's Uniforms (2016)
- Acquired Neve's Uniforms (2016)
- Acquired Uniforms Unlimited (2016)
- Acquired Arslan Uniforms (2017)
- Acquired Patriot Outfitters, LLC (2017)
- Acquired Carpenter Uniforms (2017)
- Acquired Carpenter Uniforms and Promotional Products (2017)
- Acquired Red the Uniform Tailor (2017)
- Purchased by Charles bank Capital Partners, LLC (2018)
- Acquired KEEPRS, Inc. (2018)
- Acquired Miller Uniforms and Emblems, Inc. (2018)
- Acquired Cruse Uniforms & Equipment, Inc. (2018)
- Acquired Lark Uniforms (2018)
- Acquired Samzie's Uniforms (2018)
- Acquired Universal Uniforms (2019)
- Acquired Keystone Uniforms and On Guard Apparel (2019)
- Acquired Brookfield Uniforms and U.S. Uniforms (2021)
- Acquired US Patriot Tactical (2022)

COMPANY EXPERIENCE, CONTACTS AND REFERENCES



REPUTATION & EXPERIENCE

Galls has an established reputation for providing a full range of logistics support services from procurement options through life-cycle support to military, law enforcement and disaster response customers. Galls is the largest public safety distributor in the United States. We have a network of over 50 outside sales staff, 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own deck of mid-sized customers and an additional Business Development team consisting of 6 outside reps and 10 inside sales reps that target new business opportunities. Most of our customer base falls under the government sector. We have over 750 formal contracts with local, State, Federal and Military agencies, including a contract with GSA that are serviced daily.

MAIN CONTACT

Ryan Wilson, Regional Account Executive

- Phone: 859-319-8034 | Wilson-Ryan@galls.com
- Cherokee County GA, 18 miles from the City of Alpharetta
- Has worked at Galls for 4 years, starting out as an inside account representative then relocating and spending the last 2 ½ years living in Cherokee County GA only 18 miles from the City of Alpharetta and servicing all customer needs in the state of Georgia. It is the Regional Account Executives responsibility to ensure customers are onboarded efficiently and all contract obligations are being executed. The RAE will be available for in person meetings with the customer, can schedule on site sizing and coordinate sizing or meetings at the Galls location in Marietta GA

OTHER CONTACTS

Kimberly Sterling, Galls Marietta Store Manager

- Phone: 404-558-2350 | Sterling-Kimberly@galls.com
- Worked at Galls for 5 years, starting out at our Atlanta store location as a front of house team member and then being promoted to manage our Marietta store location where she has been for the past 2 years. Our store manager will make sure all orders are being processed correctly, all fittings are scheduled and executed to the customer standards and collaborate with the RAE to ensure the store is exceeding our customer expectations.

Jim Kelly, Strategic Account Manager

- Phone: 859-800-1336 | Kelly-Jim@galls.com
- Worked at Galls for 5 years as a Strategic Account Manager and located at our HQ in Lexington Kentucky. It is the Strategic Account Managers responsibility to manage the customers day to day needs, this includes managing customers inventory levels, quotes for new products, order inquiries, and billing questions. The SAM will work closely with the RAE to ensure all customer needs are being taken care of and that all projects are executed in a precise and timely manner.

CUSTOMER REFERENCES

ATLANTA POLICE DEPARTMENT. Deputy Chief Prenzinna Spann

- 404-308-9258 pspann@atlantaga.gov
- Officer Count: 1700 right now but usually operates around 2000. They purchase all uniforms, equipment, and body armor from Galls. They utilize a department-specific website for most orders of uniforms and equipment. The RAE meets with the command staff at least once a month and speaks to Deputy Chief Spann and the department Chief Schierbaum once or twice a week. Annual Spend: \$2.1 million

HENRY COUNTY POLICE DEPARTMENT. QM Mark Jennrich

- 770-288-6644 mjennrich@co.henry.ga.us
- Officer Count: about 350. They purchase all uniforms, all body armor, and equipment from Galls. They utilize a department-specific website for most orders of uniforms and equipment. The RAE meets with the quartermaster as needed and the SAM is in contact with the quartermaster and officers on at least a weekly basis. Annual Spend: \$250,000

FULTON COUNTY SCHOOL POLICE DEPARTMENT. Chief Mark Sulborski

- 470-254-0599 sulborski@fultonschools.org
- Officer Count: About 150. They purchase all uniforms, all body armor, and equipment from Galls and utilize a custom website. They utilize a department-specific website for most orders of uniforms and equipment. The RAE meets with Command staff as needed and the SAM is in contact with the Command Staff and officers on at least a weekly basis. Annual Spend: \$100,000

CUSTOMER SERVICE



The methods for ordering can be through the online ordering system (eQuip), by phone or emailing a Purchase Order. Individual measurements can be taken at our Marietta branch. Our Marietta branch offers a full spectrum of alterations services. The most common are the application of emblems, namestrips, monogramming, embroidery, heat press, & hemming.

The department has multiple options to initiate a return:

- Complete the self-service return form through your department-specific site to generate a label.
- Return item in your local store.
- Reach out to your SAM for a shipping label.

Galls uses Fedex Ground for most shipments and can use varying shipment speeds depending on the urgency of the order

Galls packages each product neatly in new boxes. To ensure environmental responsibility, we try to waste as little space as possible by using packages suited to their contents. Inside each package you will find a packing slip, along with a card with contact information directly to our CEO if you wish to provide feedback.

Lead time is 30 days ARO or less.

Our Marietta branch is located at 1395 South Marietta Parkway, Building 200, Suite 220, Marietta, GA 30067. This branch is 18.2 miles from the City of Alpharetta's Public Safety Department at 2565 Old Milton Parkway. Our Marietta location already stocks many of the items your department is currently purchasing. If awarded the contract, we will work with you to further enhance our inventory to reduce delays in the delivery of your orders. We can also pull inventory from multiple other locations in the event that something is out of stock in Marietta.



System Capabilities

- *Secure Online Ordering System*
 - Galls eQuip is only accessible by users defined and approved by customer through unique user names and password assignment
- *Mobile Device Compatibility*
 - Galls eQuip is mobile responsive for ease of on-the-go ordering
 - Compatible with all smart phones and tablets
 - Can be accessed from any location
- *Configurable based on Customer Uniform Program Requirements*
 - Designed to support a broad range of customer uniform program requirements
 - A uniform program profile is established with each customer to be serviced through the Galls eQuip system
 - This profile defines the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing
- *Employee Management*
 - Galls eQuip provides an employee based management and tracking segment.
 - Employee information, required to properly process order and provide management reports, is warehoused in our systems data storage. This information includes: employee code, name, address (if appropriate to the program requirement), anniversary date, department, rank, assigned location, designation, and employee group.
 - Historical & distribution data is also maintained for each employee. This data is the basis for management reports, and is collected as orders are placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.
- *Product Offering Management*
 - Product offerings for the uniform program are defined, and are assigned to the respective employee groups when a uniform program is established on the system.
 - Employee Groups, or shop-by locations, typically represents a job function or physical location. Such as if a uniform program was for a police department, there may be Shop-By Location for "Patrol", "Swat", "K-9", etc. with each group having a specific uniform products assigned to them. During order placement, only products associated with the

Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.

- Galls eQuip supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.
- *Optional “Shop Galls” Feature for Galls eQuip*
 - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
 - Reduces the need to call for quotes on items that are needed right away
 - Keep in mind that customized VAS options are not available on these items
- *Optional “Package Ordering” Feature*
 - Feature allows the user to create “Packages” of items that are frequently ordered at the same time (ex. “New Hire Package,” “New Vehicle Package”)
 - “Package” orders are bundled and shipped together by user
 - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
 - The system provides employee allotment management based on dollars
 - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
 - Allotments may be renewed on the employee’s anniversary date, the calendar year (each January 1), or a specific date.
 - Unused allotments may be rolled over to the new allotment year in its entirety or to a predetermined maximum amount. Also a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
 - If Allotment Management is required for the uniform program, the employee’s available allotment is verified during the checkout process.
 - If the amount ordered exceeds the employee’s available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.
 - If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee’s available allotment amount.
 - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay \$100 toward a footwear purchase).
 - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for

this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).

- *Optional Payroll Deduction Management*
 - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
 - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
 - Detailed month-end reporting available as well as on-demand reporting to track balances
 - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
- *Controlled Uniform Order Placement*
 - Galls eQuip controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
 - Galls eQuip provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
 - Galls eQuip allows for orders to be placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
 - A customer may require all order or certain orders be approved by an Administrator prior to being processed. Galls eQuip allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. Galls eQuip provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
 - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.

- *Integrated with Galls ERP system*
 - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
 - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.
 - As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.
- *Flexible, On-Demand Management Reporting*
 - Galls eEquip provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
 - Available reports include:
 - Allotment Report
 - Order History Sales report
 - Itemized Sales report
 - Allotment Activity Report
 - Unit Allotment Activity Report
 - Backorder Report
 - Dropship Report
 - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
 - Galls eEquip system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
- *Customer management of inventory*
 - Galls eEquip provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
 - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a

convenient place to create a history for all users and what items they may have in their possession.

- 5 Major Components:
 - Inventory Management—
 - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
 - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
 - Manually load inventory or push inventory in via Galls/Non-Galls Receiving
 - Serial Number/Expiration Tracking
 - Allows administrators to input the number of serial numbers to capture on an item and expiration in months
 - Users and administrators receive automatic notifications in advance of expiration dates
 - System is adaptable with standard UPC scanners and signature pads for quicker serial number entry and item issuing
 - Galls Receiving
 - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
 - Receive orders in and “set-aside” for individuals so that they are not shown in “active” inventory under the Inv. Mgmt. tool
 - Order management dashboard that will allow quartermaster employees to receive in orders and notify users when their items are ready for pickup
 - Non-Galls Receiving
 - Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
 - Agency Issues
 - Issue items to individuals, capture signature upon receipt by individual
 - Can return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back in to the Inv. Mgmt. tool
 - Reporting available on this feature
- *Budget Tracking*
 - Allows customers to load blanket purchase orders to their site to track purchasing under different budget allocations.

- Customer can assign a start/end date of the purchase order, amount that cannot be exceeded, and set low balance thresholds that will alert finance users that a new PO will need to be requested, generated, and loaded on to the site
- The system will block orders that may cause the PO to be exceeded
- *Quote Management*
 - Galls eQuip provides a tool to allow customers to generate their own quotes in order to obtain purchase orders
 - Items going on the quote will need to be pre-loaded on to the site
 - This tool is helpful for agencies who have to submit quotes to their finance departments in order to obtain purchase orders, even if our pricing on eQuip is a constant, fixed price
- *Customer Onboarding Team Process*
 - Customers who meet the requirements will be provided with a dedicated program specialist who will assist in gathering program requirements, build out of the program, launch, and site launch support
 - This team will assist with training materials when needed and give the customer a point of contact for the duration of the build-out
 - Timelines for programs build will vary based on size and complexity.
- *eQuip Website Maintenance*
 - Allows customer's website administrator to add/remove product as needed
 - Customers can make changes to the site in lieu of contacting their sales rep for certain requests, although some requests may still require contact
 - Requests are trackable on the site and can be reviewed in real-time
 - Accommodates approval process for requests if needed
 - *Dedicated team for post-launch support is available to assist with requests*

System Availability, Security and Technical Information

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- System is based on IBM iSeries POWER 8 Technology
 - <http://www-03.ibm.com/systems/i/index.html>
 - Data Center includes multiple LPARs
 - Utilize Replication as a Service with a managed service partner who provides us with a similarly configured iSeries within their data center
- System utilized IBM DB2 for idata base
 - <http://www-03.ibm.com/systems/i/software/db2/index.html>

- System Security – Our Data Center is kept protected and secure
 - iSeries is housed in an internal Data Center that is protected via card entry scanning and video surveillance equipment
 - Our partner utilizes a similar configuration but also uses biometric scanning as an additional layer of protection
- Data Security and Protection
 - Utilize a layered approach that includes Next Gen firewalls along with DDoS protection, web application firewall, and SSL certificates
 - All secure web traffic is done using Verisign (Symantec) 2048 bit public key and SSL certificate 256 bit
 - Network is segmented and we are deploying Rate Limiting technology
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades



INVOICE

BILLING INQUIRIES (866)286-1358

Page 1 of 1

PO Box 54308
Lexington, KY 40555-4430
Billing Questions:AR@Galls.com

When applicable, merchandise was received and signed for by (signature below):

ACCOUNT NUMBER 1002019584
TERMS NET 30
INVOICE NUMBER BC1786141
INVOICE DATE 12/30/2022
DUE DATE 01/30/2023
SHIP VIA Customer Pickup
P.O. NUMBER STONE, MATT

ORDER# / ORDER DATE 22062473 11/09/2022
FOB SHIPPING POINT F.O.B. Shipping Point

Sold To:
ALPHARETTA POLICE DEPARTMENT
MATT STONE
2565 OLD MILTON PKWY
ALPHARETTA GA 30009

Ship To:
ALPHARETTA POLICE DEPARTMENT
MATT STONE
1395 SOUTH MARIETTA PKWY
BUILDING 200 SUITE 220
MARIETTA GA 30067

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
SP849 BLK 13 W	MOAB 2 8 IN TACTICAL WATERPROOF BOOT	MRT	1	159.95	159.95

Subtotal: 159.95
Shipping: \$0.00
Tax: \$0.00
CREDIT/PREPAYMENTS: \$0.00
TOTAL CHARGES CURRENT SHIPMENT: 159.95



To ensure proper payment application, please write your account number
on your check, and include the attached coupon with your payment

INVOICE DATE 12/30/2022
ACCOUNT NUMBER 1002019584

DUE DATE 01/30/2023
AMOUNT DUE 159.95
INVOICE NUMBER BC1786141

Bill To:
ALPHARETTA POLICE DEPARTMENT
MATT STONE
2565 OLD MILTON PKWY
ALPHARETTA GA 30009

Payable To:
GALLS, LLC
P.O. Box 505614
St. Louis, MO 63150-5614

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300		CONTACT NAME: Lea Veeneman PHONE (A/C, No, Ext): 513 852-6300 FAX (A/C, No): 513 852-6428 E-MAIL ADDRESS: lea.veeneman@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : QBE Insurance Corporation	
		INSURER B : General Casualty Company of Wisconsin	
		INSURER C : Praetorian Insurance Company	
		INSURER D : The Cincinnati Insurance Company	
		INSURER E : North Pointe Insurance Co	
		INSURER F :	

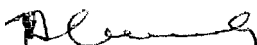
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			CGA1365959	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			161000042	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CCU1365959	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1520000028	03/01/2022	03/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			EXS0570374	03/01/2022	03/01/2023	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

CERTIFICATE HOLDER		CANCELLATION	
Galls, LLC 1340 Russell Cave Road Lexington, KY 40505-3114		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

© 1988-2015 ACORD CORPORATION. All rights reserved.



Galls, LLC

1340 Russell Cave Road
Lexington, KY 40505

October 17, 2022

**Attention: Accounts Payable Department
RE: Change in Remittance Instructions**

Dear Valued Customer:

To simplify our business processes, we are consolidating our banking facilities effective November 1st, 2022. Please send all payments and remittances to the following location:

For Electronic Payments:

Bank of America
ACH Routing Number: 125000024
Wire Routing Number: 026009593
SWIFT Code: BOFAUS3N
Account Number: 138110443128
Remittance to Cash@Galls.com

Regular Mail:

Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

For Overnight Delivery:

Galls LLC
c/o: Bank of America Lockbox Services
Lockbox 505614
800 Market Street. 4th Floor
St. Louis, MO 63101

Please make the necessary changes to your records so that payments issued after November 1st, 2022, are sent to the new remittance location. For questions, please contact the Galls' AR Department at the following number or email address; 866-286-1360 or AR@Galls.com.

Thanks in advance for your cooperation.

A handwritten signature in black ink, appearing to read 'Dustin McDulin', with a long horizontal flourish extending to the right.

Dustin McDulin
Chief Financial Officer
Galls, LLC

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Galls Parent Holdings, LLC	
2 Business name/disregarded entity name, if different from above Galls, LLC (FEIN #20-3545989)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. P. O. Box 505614	Requester's name and address (optional)
6 City, state, and ZIP code St. Louis, MO 63150-5614	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	2	-	4	0	9	9	4	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 9/26/2022
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls, LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls, LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in blue ink, appearing to read 'Dustin McDulin', written over a horizontal line.

Dustin McDulin
Chief Financial Officer

Re: City of Alpharetta - Public Safety Uniforms - Proposal RFP 23-106

Galls, LLC (“Galls”) is excited about the opportunity to service the City of Alpharetta for your public safety uniform needs and look forward to becoming a key Partner if awarded. Galls has been in business for over 55 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America’s public safety professionals.

Attached you will find some notes regarding our pricing. There are several items which we believe Alpharetta will find additional value by allowing a modified tiered pricing structure. If there are any questions regarding this submission, please feel free to reach out for clarification.

We appreciate the consideration and look forward to servicing Alpharetta for the duration of the Contract, if awarded. We can provide many references from our more than 800 active contracts regarding our service and delivery abilities, if requested. Please feel free to reach out directly with any questions regarding our proposal.

Thank you,

Jerame Stephens
Contract Management Specialist
Galls, LLC
bidreview@galls.com

911	Pricing Supplemental Information				
Line	Uniform Item Description	Sizes in Price Tier 1 (G)	Sizes in Price Tier 2 (H)	Sizes in Price Tier 3 (I)	Additional Comments
	1 StreetGear Short Sleeve Polyester Rayon Shirt	XS-3X	4X	5X	Blauer Streetgear d/c in BLK. Bidding a sub - Blauer 8741 Blauer Streetgear d/c in BLK. Bidding a sub - Blauer 8731
	2 Long Sleeve Zippered Polyester Shirt	XS-3X	4x	5x	
	3 MEN'S 4-POCKET POLY PANTS	26-44	46-60	62-66	
	4 Women's 4-Pocket Pants	00-30	00-30	00-30	
	5 Tactical Stryke Pants	28-44	46-54	46-54	
	6 Women's Tactical Stryke Pants	00-20	00-20	00-20	
	7 Black Clip on Tie 18" 20" 22"	Not tiered	Not tiered	Not tiered	
	8 Nametag One Line	Not tiered	Not tiered	Not tiered	
	9 Basket Weave Belt	26-44	46-54	56-68	
FIRE	Pricing Supplemental Information				
Line	Uniform Item Description	Sizes in Price Tier 1 (G)	Sizes in Price Tier 2 (H)	Sizes in Price Tier 3 (I)	Add'd Comments
Fire- 1	Womens 7.5oz Nomex 111A Pant	02-20	22-24		
	2 Men 7.5oz Nomex 111A Pant.Full Cut	30-50	28		
	3 Men 7.5oz Nomex 111A Pant.Slim Fit	30-50	28 & 52		
	4 Women's 4.5oz Nomex Shirt S/S PatchesSupplied	SM-XL	XS; 2X-5X		
	5 Men's 4.5oz Nomex S/S Shirt Patches Supplied	Not tiered	Not tiered	Not tiered	
	6 Men's 4.5oz Nomex L/S Shirt Patches Supplied	Not tiered	Not tiered	Not tiered	
	7 Tecasafe S/S Nomex Polo 6.7oz PatchesSupplied	Not tiered	Not tiered	Not tiered	
	8 White L/S Uniform Shirt	Not tiered	Not tiered	Not tiered	
	9 G & G Leather Belt 1 3/4 Basketweave BrassBuckle	Not tiered	Not tiered	Not tiered	
	10 Tactical Ops Belt 1.75"	SM-XL	2X-4X		
	11 Breakaway Tie, 18" 20" 22"	Not tiered	Not tiered	Not tiered	
	12 24-7 Men's S/S Performance Polo - PatchesSupplied	Not tiered	Not tiered	Not tiered	
	13 24-7 Men's S/S Performance Polo - PatchesSupplied	Not tiered	Not tiered	Not tiered	
	14 24-7 Men's Tactical Pants	Not tiered	Not tiered	Not tiered	
	15 24-7 Women's Tactical Pants	Not tiered	Not tiered	Not tiered	
	16 Men's Stryke Pants Flextac	28-44	46-54		
	17 Brass Nametag - two lines	Not tiered	Not tiered	Not tiered	
	18 T-Shirt S/S 3 color screen print	Not tiered	Not tiered	Not tiered	
	19 Class A Hat- Bayly Bell Crown Cap	Not tiered	Not tiered	Not tiered	
	20 Class A Shoes - Poromeric Academy Oxford	Not tiered	Not tiered	Not tiered	
	21 Class A Jacket - Double Breasted - 226BL	34-46	48-54	56-60	
	22 Class A pants - 229BL	28-44	46-50	52-60	
	23 Blauer 4605 Softshell Fleece Pullover-PatchesSupplied	SM-3X	4X	5X-6X	
	24 1 X 7 Nomex Name Blanks	Not tiered	Not tiered	Not tiered	
POLICE	Pricing Supplemental Information				
Line	Uniform Item Description	Sizes in Price Tier 1 (G)	Sizes in Price Tier 2 (H)	Sizes in Price Tier 3 (I)	Add'd Comments
	1 Tactical 4 in 1 Patrol Jacket 2.0	through 2x	3x & larger; all longs		
	2 Tactical Fleece 2.0	XS-2X	3X-4X		
	3 Tactical Apex Women's Pants	Not tiered	Not tiered	Not tiered	
	4 Tactical Apex Pants	Not tiered	Not tiered	Not tiered	
	5 Tactical Stryke Women's Pants	Not tiered	Not tiered	Not tiered	
	6 Tactical Stryke Pants	28-44	46-54		
	7 Tactical Jersey Polo S/S	SM-2X	3X		
	8 Corporate Pinnacle Polo	XS-2X	3X-4X		
	9 Women's Tactical Jersey Polo	Not tiered	Not tiered	Not tiered	
	10 Women's Corporate Pinnacle	Not tiered	Not tiered	Not tiered	Women's version d/c. Bidding men's version.
	11 Tactical ATAC 2.0 8" Boot	Not tiered	Not tiered	Not tiered	
	12 Women's Tactical ATAC 8" Boot	Not tiered	Not tiered	Not tiered	Bid lists 12392, but bidding 12406 based on description and to match men's boot
	13 Tactical ATAC 2.0 6" Boot	Not tiered	Not tiered	Not tiered	
	14 Speed 4.0 Boot	Not tiered	Not tiered	Not tiered	
	15 Tactical Motorcycle Breeches	30-44	46-50		
	16 Tech Lite Bike Jacket	Through 3x	4x	5x-6x	
	17 Colorblock Performance L/S Polo	Through 3x	4x	5x	
	18 Colorblock Performance S/S Polo	Through 3x	4x	5x-6x	
	19 Flextech Zip-Off Bike Pants	Not tiered	Not tiered	Not tiered	
	20 Ripstop Streetshirt L/S	Through 3x	4x	5x	
	21 Ripstop Streetshirt S/S	Through 3x	4x		
	22 Super Shirt L/S	Through 20 neck	20.5 neck	21.5 neck	
	23 Super Shirt S/S	Through 3x	4x	5x-6x	
	24 Men's Armorskin Base Shirt L/S	Through 3x	4x and larger		
	25 Women's Armorskin Base Shirt L/S	Not tiered	Not tiered	Not tiered	
	26 Men's Armorskin Base Shirt S/S	Through 3x	4x	5x	
	27 Women's Armorskin Base Shirt S/S	Not tiered	Not tiered	Not tiered	
	28 Super Shirt L/S	Not tiered	Not tiered	Not tiered	
	29 Super Shirt S/S	Not tiered	Not tiered	Not tiered	
	30 Streetgear Turtleneck	Through 3x	4x	5x-6x	
	31 Men's 4-Pkt Polyester Trousers	28-44	46-60	62-66	
	32 Men's Side-Pkt Polyester Trousers	28-54	56-60		
	33 Women's 4-Pkt Polyester Trousers	Not tiered	Not tiered	Not tiered	
	34 Women's Side-Pkt Polyester Trousers	Not tiered	Not tiered	Not tiered	8655wt based on description
	35 Reversible Rain Jacket	Through 3x	4x	5x-6x	
	36 Men's S/S Uniform Shirt	Through 20 neck	20.5 neck	21.5 neck	
	37 Women's S/S Uniform Shirt	Not tiered	Not tiered	Not tiered	
	38 Men's 4 Pocket Pants	28-44	46-60	62-66	
	39 Women's 4 Pocket Pants	Not tiered	Not tiered	Not tiered	
	40 B.Dry 3 Season Jacket	Through 3x	4x	5x	
	41 Professional Polo	XS-2X	3x		
	42 Silver Name Plate	Not tiered	Not tiered	Not tiered	
	43 Silver Whistle & Chain	Not tiered	Not tiered	Not tiered	
	44 24-7 Series LE Softshell Jacket	Not tiered	Not tiered	Not tiered	
	45 ECO Tec Polo S/S	Not tiered	Not tiered	Not tiered	
	46 24-7 Performance Polo S/S	Not tiered	Not tiered	Not tiered	
	47 Women's 24-7 Performance Polo S/S	Not tiered	Not tiered	Not tiered	
	48 24-7 Performance Polo L/S	Not tiered	Not tiered	Not tiered	
	49 Women's 24-7 Performance Polo L/S	Not tiered	Not tiered	Not tiered	
	50 24-7 Tactical Pants	Not tiered	Not tiered	Not tiered	
	51 Urban Force Tru 1/4 Zip Combat Shirt	Not tiered	Not tiered	Not tiered	
	52 Lightweight Tactical Shirt	Not tiered	Not tiered	Not tiered	
	53 I.C.E. Performance Polo	Not tiered	Not tiered	Not tiered	
	54 Women's Performance Polo	Not tiered	Not tiered	Not tiered	
	55 Expandable Baton Case	Not tiered	Not tiered	Not tiered	
	56 Flashlight Case	Not tiered	Not tiered	Not tiered	
	57 Handcuff Case	Not tiered	Not tiered	Not tiered	

58	OC Spray Case	Not tiered	Not tiered	Not tiered
59	Radio Case	Not tiered	Not tiered	Not tiered
60	AR/Double Pistol Mag	Not tiered	Not tiered	Not tiered
61	AR Single Mag Pouch	Not tiered	Not tiered	Not tiered
62	Duty Style Double Mag Pouch	Not tiered	Not tiered	Not tiered
63	Duty Style Triple Mag Pouch	Not tiered	Not tiered	Not tiered
64	Bodyworn Camera Utility	Not tiered	Not tiered	Not tiered
65	Bodyworn Camera Axon	Not tiered	Not tiered	Not tiered
66	Taser Case	Not tiered	Not tiered	Not tiered
67	Sam Brown Duty Belt	Not tiered	Not tiered	Not tiered
68	Nylon Duty Belt	Not tiered	Not tiered	Not tiered
69	Low Profile Battle Belt	Not tiered	Not tiered	Not tiered
70	Nylon Web Belt	Not tiered	Not tiered	Not tiered
71	Basketweave Belt Keeper	Not tiered	Not tiered	Not tiered
72	Nylon Belt Keeper	Not tiered	Not tiered	Not tiered
73	Buckleless Reversible Belt	XS-XL	2x-3x	4x-5x
74	Open Top Double Mag Pouch	Not tiered	Not tiered	Not tiered
75	Open Top Triple Mag Pouch	Not tiered	Not tiered	Not tiered
76	Magazine Handcuff Pouch	Not tiered	Not tiered	Not tiered
77	Rifle Magazine Pouch	Not tiered	Not tiered	Not tiered
78	Nylon Double Mag Pouch	Not tiered	Not tiered	Not tiered
79	Open Top Mini Flashlight Holder	Not tiered	Not tiered	Not tiered
80	Double Mag Pouch	Not tiered	Not tiered	Not tiered
81	Handcuff Case	Not tiered	Not tiered	Not tiered
82	Handcuff Strap Snap	Not tiered	Not tiered	Not tiered
83	Covered Handcuff Case	Not tiered	Not tiered	Not tiered
84	Baton Holder	Not tiered	Not tiered	Not tiered
85	OC Spray Holder	Not tiered	Not tiered	Not tiered
86	Open Top OC Spray Holder	Not tiered	Not tiered	Not tiered
87	Double Handcuff Case	Not tiered	Not tiered	Not tiered
88	Compact Light Holder	Not tiered	Not tiered	Not tiered
89	Nametag	Not tiered	Not tiered	Not tiered

FIRE Pricing Supplemental Information					
Line	Uniform Item Description	Sizes in Price Tier 1 (G)	Sizes in Price Tier 2 (H)	Sizes in Price Tier 3 (I)	Add'd Comments
Fire- 1	Womens 7.5oz Nomex 111A Pant	02-20	22-24		
2	Men 7.5oz Nomex 111A Pant.Full Cut	30-50	28		
3	Men 7.5oz Nomex 111A Pant.Slim Fit	30-50	28 & 52		
4	Women's 4.5oz Nomex Shirt S/S PatchesSupplied	SM-XL	XS; 2X-5X		
5	Men's 4.5oz Nomex S/S Shirt Patches Supplied	Not tiered	Not tiered	Not tiered	
6	Men's 4.5oz Nomex L/S Shirt Patches Supplied	Not tiered	Not tiered	Not tiered	
7	Tecasafe S/S Nomex Polo 6.7oz PatchesSupplied	Not tiered	Not tiered	Not tiered	
8	White L/S Uniform Shirt	Not tiered	Not tiered	Not tiered	
9	G & G Leather Belt 1 3/4 Basketweave BrassBuckle	Not tiered	Not tiered	Not tiered	
10	Tactical Ops Belt 1.75"	SM-XL	2X-4X		
11	Breakaway Tie, 18" 20" 22"	Not tiered	Not tiered	Not tiered	
12	24-7 Men's S/S Performance Polo - PatchesSupplied	Not tiered	Not tiered	Not tiered	
13	24-7 Men's S/S Performance Polo - PatchesSupplied	Not tiered	Not tiered	Not tiered	
14	24-7 Men's Tactical Pants	Not tiered	Not tiered	Not tiered	
15	24-7 Women's Tactical Pants	Not tiered	Not tiered	Not tiered	
16	Men's Stryke Pants Flexnac	28-44	46-54		
17	Brass Nametag - two lines	Not tiered	Not tiered	Not tiered	
18	T-Shirt S/S 3 color screen print	Not tiered	Not tiered	Not tiered	
19	Class A Hat- Bayly Bell Crown Cap	Not tiered	Not tiered	Not tiered	
20	Class A Shoes - Poromeric Academy Oxford	Not tiered	Not tiered	Not tiered	
21	Class A Jacket - Double Breasted - 226BL	34-46	48-54	56-60	
22	Class A pants - 229BL	28-44	46-50	52-60	
23	Blauer 460S Softshell Fleece Pullover-PatchesSupplied	SM-3X	4X	5X-6X	
24	1 X 7 Nomex Name Blanks	Not tiered	Not tiered	Not tiered	

POLICE Pricing Supplemental Information					
Line	Uniform Item Description	Sizes in Price Tier 1 (G)	Sizes in Price Tier 2 (H)	Sizes in Price Tier 3 (I)	Add'd Comments
1	Tactical 4 in 1 Patrol Jacket 2.0	through 2x	3x & larger; all longs		
2	Tactical Fleece 2.0	XS-2X	3X-4X		
3	Tactical Apex Women's Pants	Not tiered	Not tiered	Not tiered	
4	Tactical Apex Pants	Not tiered	Not tiered	Not tiered	
5	Tactical Stryke Women's Pants	Not tiered	Not tiered	Not tiered	
6	Tactical Stryke Pants	28-44	46-54		
7	Tactical Jersey Polo S/S	SM-2X	3X		
8	Corporate Pinnacle Polo	XS-2X	3X-4X		
9	Women's Tactical Jersey Polo	Not tiered	Not tiered	Not tiered	
10	Women's Corporate Pinnacle	Not tiered	Not tiered	Not tiered	Women's version d/c. Bidding men's version.
11	Tactical ATAC 2.0 8" Boot	Not tiered	Not tiered	Not tiered	
12	Women's Tactical ATAC 8" Boot	Not tiered	Not tiered	Not tiered	Bid lists 12392, but bidding 12406 based on description and to match men's boot
13	Tactical ATAC 2.0 6" Boot	Not tiered	Not tiered	Not tiered	
14	Speed 4.0 Boot	Not tiered	Not tiered	Not tiered	
15	Tactical Motorcycle Breeches	30-44	46-50		
16	Tech Lite Bike Jacket	Through 3x	4x	5x-6x	
17	Colorblock Performance L/S Polo	Through 3x	4x	5x	
18	Colorblock Performance S/S Polo	Through 3x	4x	5x-6x	
19	Flextech Zip-Off Bike Pants	Not tiered	Not tiered	Not tiered	
20	Ripstop Streetshirt L/S	Through 3x	4x	5x	
21	Ripstop Streetshirt S/S	Through 3x	4x		
22	Super Shirt L/S	Through 20 neck	20.5 neck	21.5 neck	
23	Super Shirt S/S	Through 3x	4x	5x-6x	
24	Men's Armorskin Base Shirt L/S	Through 3x	4x and larger		
25	Women's Armorskin Base Shirt L/S	Not tiered	Not tiered	Not tiered	
26	Men's Armorskin Base Shirt S/S	Through 3x	4x	5x	
27	Women's Armorskin Base Shirt S/S	Not tiered	Not tiered	Not tiered	
28	Super Shirt L/S	Not tiered	Not tiered	Not tiered	
29	Super Shirt S/S	Not tiered	Not tiered	Not tiered	
30	Streetgear Turtleneck	Through 3x	4x	5x-6x	
31	Men's 4-Pkt Polyester Trousers	28-44	46-60	62-66	
32	Men's Side-Pkt Polyester Trousers	28-54	56-60		
33	Women's 4-Pkt Polyester Trousers	Not tiered	Not tiered	Not tiered	
34	Women's Side-Pkt Polyester Trousers	Not tiered	Not tiered	Not tiered	8655wt based on description
35	Reversible Rain Jacket	Through 3x	4x	5x-6x	
36	Men's S/S Uniform Shirt	Through 20 neck	20.5 neck	21.5 neck	
37	Women's S/S Uniform Shirt	Not tiered	Not tiered	Not tiered	
38	Men's 4 Pocket Pants	28-44	46-60	62-66	
39	Women's 4 Pocket Pants	Not tiered	Not tiered	Not tiered	
40	B.Dry 3 Season Jacket	Through 3x	4x	5x	
41	Professional Polo	XS-2X	3x		
42	Silver Name Plate	Not tiered	Not tiered	Not tiered	
43	Silver Whistle & Chain	Not tiered	Not tiered	Not tiered	
44	24-7 Series LE Softshell Jacket	Not tiered	Not tiered	Not tiered	
45	ECO Tec Polo S/S	Not tiered	Not tiered	Not tiered	
46	24-7 Performance Polo S/S	Not tiered	Not tiered	Not tiered	
47	Women's 24-7 Performance Polo S/S	Not tiered	Not tiered	Not tiered	
48	24-7 Performance Polo L/S	Not tiered	Not tiered	Not tiered	
49	Women's 24-7 Performance Polo L/S	Not tiered	Not tiered	Not tiered	
50	24-7 Tactical Pants	Not tiered	Not tiered	Not tiered	
51	Urban Force Tru 1/4 Zip Combat Shirt	Not tiered	Not tiered	Not tiered	
52	Lightweight Tactical Shirt	Not tiered	Not tiered	Not tiered	
53	I.C.E. Performance Polo	Not tiered	Not tiered	Not tiered	
54	Women's Performance Polo	Not tiered	Not tiered	Not tiered	
55	Expandable Baton Case	Not tiered	Not tiered	Not tiered	
56	Flashlight Case	Not tiered	Not tiered	Not tiered	
57	Handcuff Case	Not tiered	Not tiered	Not tiered	
58	OC Spray Case	Not tiered	Not tiered	Not tiered	
59	Radio Case	Not tiered	Not tiered	Not tiered	
60	AR/Double Pistol Mag	Not tiered	Not tiered	Not tiered	
61	AR Single Mag Pouch	Not tiered	Not tiered	Not tiered	
62	Duty Style Double Mag Pouch	Not tiered	Not tiered	Not tiered	
63	Duty Style Triple Mag Pouch	Not tiered	Not tiered	Not tiered	
64	Bodyworn Camera Utility	Not tiered	Not tiered	Not tiered	
65	Bodyworn Camera Axon	Not tiered	Not tiered	Not tiered	
66	Taser Case	Not tiered	Not tiered	Not tiered	
67	Sam Brown Duty Belt	Not tiered	Not tiered	Not tiered	
68	Nylon Duty Belt	Not tiered	Not tiered	Not tiered	
69	Low Profile Battle Belt	Not tiered	Not tiered	Not tiered	
70	Nylon Web Belt	Not tiered	Not tiered	Not tiered	
71	Basketweave Belt Keeper	Not tiered	Not tiered	Not tiered	
72	Nylon Belt Keeper	Not tiered	Not tiered	Not tiered	
73	Buckleless Reversible Belt	XS-XL	2x-3x	4x-5x	
74	Open Top Double Mag Pouch	Not tiered	Not tiered	Not tiered	
75	Open Top Triple Mag Pouch	Not tiered	Not tiered	Not tiered	
76	Magazine Handcuff Pouch	Not tiered	Not tiered	Not tiered	
77	Rifle Magazine Pouch	Not tiered	Not tiered	Not tiered	
78	Nylon Double Mag Pouch	Not tiered	Not tiered	Not tiered	
79	Open Top Mini Flashlight Holder	Not tiered	Not tiered	Not tiered	
80	Double Mag Pouch	Not tiered	Not tiered	Not tiered	
81	Handcuff Case	Not tiered	Not tiered	Not tiered	
82	Handcuff Strap Snap	Not tiered	Not tiered	Not tiered	
83	Covered Handcuff Case	Not tiered	Not tiered	Not tiered	
84	Baton Holder	Not tiered	Not tiered	Not tiered	
85	OC Spray Holder	Not tiered	Not tiered	Not tiered	
86	Open Top OC Spray Holder	Not tiered	Not tiered	Not tiered	
87	Double Handcuff Case	Not tiered	Not tiered	Not tiered	
88	Compact Light Holder	Not tiered	Not tiered	Not tiered	
89	Nettag	Not tiered	Not tiered	Not tiered	

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	StreetGear Short Sleeve Polyester Rayon Shirt	Blauer	SH464	18	Black	\$ 62.00	\$ 75.00	\$ 89.00
2	Long Sleeve Zippered Polyester Shirt	Blauer	SH035	18	Black	\$ 68.00	\$ 84.00	\$ 98.00
3	MEN'S 4-POCKET POLY PANTS	Blauer	8650	18	Black	\$ 56.00	\$ 70.00	\$ 82.00
4	Women's 4-Pocket Pants	Blauer	8650W	18	Black	\$ 56.00	\$ 56.00	\$ 56.00
5	Tactical Stryke Pants	511	74369	24	Khaki/ Black	\$ 61.00	\$ 66.00	\$ 66.00
6	Women's Tactical Stryke Pants	511	64386	24	Khaki/ Black	\$ 61.00	\$ 61.00	\$ 61.00
7	Black Clip on Tie 18" 20" 22"	Galls	UA495	24	Black	\$ 6.50	\$ 6.50	\$ 6.50
8	Nametag One Line	Blackinton	NT097	18	Silver	\$ 13.50	\$ 13.50	\$ 13.50
9	Basket Weave Belt	Boston Leather	LR213	24	Silver Buckle	\$ 19.00	\$ 20.50	\$ 22.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Womens 7.5oz Nomex 111A Pant	Workrite	401NX75	2	Navy Blue	\$ 132.00	\$ 162.00	\$ 162.00
2	Men 7.5oz Nomex 111A Pant.Full Cut	Workrite	402NX75	25	Navy Blue	\$ 136.00	\$ 166.00	\$ 166.00
3	Men 7.5oz Nomex 111A Pant.Slim Fit	Workrite	400NX75	25	Navy Blue	\$ 132.00	\$ 162.00	\$ 162.00
4	Women's 4.5oz Nomex Shirt S/S Patches Supplied	Workrite	701NX45	2	Navy Blue	\$ 143.00	\$ 175.00	\$ 175.00
5	Men's 4.5oz Nomex S/S Shirt Patches Supplied	Workrite	700NX45	40	Navy Blue	\$ 143.00	\$ 143.00	\$ 143.00
6	Men's 4.5oz Nomex L/S Shirt Patches Supplied	Workrite	705NX45	3	Navy Blue	\$ 162.00	\$ 162.00	\$ 162.00
7	Tecasafe S/S Nomex Polo 6.7oz Patches Supplied	Workrite	263TK-67	80	Navy Blue	\$ 88.00	\$ 88.00	\$ 88.00
8	White L/S Uniform Shirt	Flying Cross	42W782	10	White	\$ 57.00	\$ 57.00	\$ 57.00
9	G & G Leather Belt 1 3/4 Basketweave Brass Buckle	G&G	GG B52	10	Black	\$ 27.00	\$ 27.00	\$ 27.00
10	Tactical Ops Belt 1.75"	5.11	59405	10	Black	\$ 35.00	\$ 39.00	\$ 39.00
11	Breakaway Tie, 18" 20" 22"		90010	10	Black	\$ 5.00	\$ 5.00	\$ 5.00
12	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4336	30	Black	\$ 35.50	\$ 35.50	\$ 35.50
13	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4493	10	Red	\$ 35.50	\$ 35.50	\$ 35.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	24-7 Men's Tactical Pants	Tru-Spec	1064	25	Khaki	\$ 41.00	\$ 41.00	\$ 41.00
15	24-7 Women's Tactical Pants	Tru-Spec	1099	10	Khaki	\$ 41.00	\$ 41.00	\$ 41.00
16	Men's Stryke Pants Flexnac	5.11	74369	10	Khaki	\$ 61.00	\$ 72.00	\$ 72.00
17	Brass Nametag - two lines	Blackinton	J3 2Line	5		\$ 13.50	\$ 13.50	\$ 13.50
18	T-Shirt S/S 3 color screen print	Next Level		100	Blue	\$ 24.00	\$ 24.00	\$ 24.00
19	Class A Hat- Bayly Bell Crown Cap	Bayly	07NB2D3	10	White	\$ 66.00	\$ 66.00	\$ 66.00
20	Class A Shoes - Poromeric Academy Oxford	Thorogood	831-6031	10	Black	\$ 66.00	\$ 66.00	\$ 66.00
21	Class A Jacket - Double Breasted - 226BL	Anchor	W301150	10	Black	\$ 300.00	\$ 330.00	\$ 370.00
22	Class A pants - 229BL	Anchor		10	Black	\$ 116.00	\$ 125.00	\$ 140.00
23	Blauer 4605 Softshell Fleece Pullover-Patches Supplied	Blauer	4605	20	Dark Navy	\$ 91.00	\$ 111.00	\$ 136.00
24	1 X 7 Nomex Name Blanks	Workrite		10	Navy Blue	\$ 7.00	\$ 7.00	\$ 7.00

<i>Additional Item Comment</i>

<i>Additional Item Comment</i>
Black High Gloss Visor with Gold FD Buttons and Permagold Strap
Patches Supplied

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Tactical 4 in 1 Patrol Jacket 2.0	5.11	48359	25	Black	\$ 220.00	\$ 250.00	\$ 250.00
2	Tactical Fleece 2.0	5.11	78026	25	Black	\$ 89.00	\$ 101.00	\$ 101.00
3	Tactical Apex Women's Pants	5.11	64446	15	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
4	Tactical Apex Pants	5.11	74434	100	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
5	Tactical Stryke Women's Pants	5.11	64386	15	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
6	Tactical Stryke Pants	5.11	74369	100	Black, Ranger Green, TDU Green	\$ 61.00	\$ 73.00	\$ 73.00
7	Tactical Jersey Polo S/S	5.11	71182	25	Black	\$ 43.00	\$ 47.00	\$ 47.00
8	Corporate Pinnacle Polo	5.11	71057	25	Black	\$ 44.00	\$ 48.00	\$ 48.00
9	Women's Tactical Jersey Polo	5.11	61164	25	Black	\$ 43.00	\$ 43.00	\$ 43.00
10	Women's Corporate Pinnacle	5.11	61026	25	Black	\$ 44.00	\$ 44.00	\$ 44.00
11	Tactical ATAC 2.0 8" Boot	5.11	12391	10	Black	\$ 86.00	\$ 86.00	\$ 86.00
12	Women's Tactical ATAC 8" Boot	5.11	12392	3	Black	\$ 86.00	\$ 86.00	\$ 86.00
13	Tactical ATAC 2.0 6" Boot	5.11	12401	10	Black	\$ 78.00	\$ 78.00	\$ 78.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	Speed 4.0 Boot	5.11	12454	10	Black	\$ 78.00	\$ 78.00	\$ 78.00
15	Tactical Motorcycle Breeches	5.11	74407	10	Black	\$ 105.00	\$ 120.00	\$ 120.00
16	Tech Lite Bike Jacket	Blauer	360	5	RBNV	\$ 149.00	\$ 179.00	\$ 209.00
17	Colorblock Performance L/S Polo	Blauer	8143	25	NVRB	\$ 95.00	\$ 112.50	\$ 130.00
18	Colorblock Performance S/S Polo	Blauer	8133	25	NVRB	\$ 84.00	\$ 102.00	\$ 118.00
19	Flextech Zip-Off Bike Pants	Blauer	8822Z	10	Black	\$ 99.00	\$ 99.00	\$ 99.00
20	Ripstop Streetshirt L/S	Blauer	8781	10	Black	\$ 72.00	\$ 88.00	\$ 105.00
21	Ripstop Streetshirt S/S	Blauer	8782	10	Black	\$ 66.00	\$ 80.00	\$ 80.00
22	Super Shirt L/S	Blauer	8670	50	Black	\$ 71.00	\$ 82.00	\$ 102.00
23	Super Shirt S/S	Blauer	8675	50	Black	\$ 68.00	\$ 80.00	\$ 98.00
24	Men's Armorskin Base Shirt L/S	Blauer	8371	100	Black	\$ 57.00	\$ 68.00	\$ 68.00
25	Women's Armorskin Base Shirt L/S	Blauer	8371W	25	Black	\$ 57.00	\$ 57.00	\$ 57.00
26	Men's Armorskin Base Shirt S/S	Blauer	8372	100	Black	\$ 52.00	\$ 62.00	\$ 74.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
27	Women's Armorskin Base Shirt S/S	Blauer	8372W	25	Black	\$ 52.00	\$ 52.00	\$ 52.00
28	Super Shirt L/S	Blauer	8675W	10	Black	\$ 68.00	\$ 68.00	\$ 68.00
29	Super Shirt S/S	Blauer	8670W	10	Black	\$ 71.00	\$ 71.00	\$ 71.00
30	Streetgear Turtleneck	Blauer	8100X	10	Black	\$ 39.00	\$ 48.00	\$ 58.00
31	Men's 4-Pkt Polyester Trousers	Blauer	8650T	30	Black	\$ 57.00	\$ 68.00	\$ 82.00
32	Men's Side-Pkt Polyester Trousers	Blauer	8655T	50	Black	\$ 70.00	\$ 84.00	\$ 84.00
33	Women's 4-Pkt Polyester Trousers	Blauer	8650WT	10	Black	\$ 57.00	\$ 57.00	\$ 57.00
34	Women's Side-Pkt Polyester Trousers	Blauer	8650WT	15	Black	\$ 70.00	\$ 70.00	\$ 70.00
35	Reversible Rain Jacket	Blauer	26991	25	BKLR	\$ 130.00	\$ 160.00	\$ 190.00
36	Men's S/S Uniform Shirt	Blauer	8421		Medium Blue	\$ 49.00	\$ 59.00	\$ 69.00
37	Women's S/S Uniform Shirt	Blauer	8421W		Medium Blue	\$ 59.00	\$ 59.00	\$ 59.00
38	Men's 4 Pocket Pants	Blauer	8650		Dark Navy w/ Med Blue Stripe	\$ 57.00	\$ 68.00	\$ 82.00
39	Women's 4 Pocket Pants	Blauer	8650W		Dark Navy w/ Med Blue Stripe	\$ 57.00	\$ 57.00	\$ 57.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
40	B.Dry 3 Season Jacket	Blauer	6120		Dark Navy	\$ 162.00	\$ 199.00	\$ 240.00
41	Professional Polo	5.11	41060		Academy Blue	\$ 43.00	\$ 47.00	\$ 47.00
42	Silver Name Plate	Misc.	Misc.		Silver	\$ 13.50	\$ 13.50	\$ 13.50
43	Silver Whistle & Chain	Misc.	Misc.		Silver	\$ 9.00	\$ 9.00	\$ 9.00
44	24-7 Series LE Softshell Jacket	Tru-Spec	2088	50	Black	\$ 93.00	\$ 93.00	\$ 93.00
45	ECO Tec Polo S/S	Tru-Spec	4076	30	Black	\$ 39.00	\$ 39.00	\$ 39.00
46	24-7 Performance Polo S/S	Tru-Spec	9818	50	Black	\$ 35.00	\$ 35.00	\$ 35.00
47	Women's 24-7 Performance Polo S/S	Tru-Spec	S309V0	15	Black	\$ 35.00	\$ 35.00	\$ 35.00
48	24-7 Performance Polo L/S	Tru-Spec	9828	25	Black	\$ 42.00	\$ 42.00	\$ 42.00
49	Women's 24-7 Performance Polo L/S	Tru-Spec	4484	10	Black	\$ 42.00	\$ 42.00	\$ 42.00
50	24-7 Tactical Pants	Tru-Spec	10620	25	Black, Green	\$ 42.00	\$ 42.00	\$ 42.00
51	Urban Force Tru 1/4 Zip Combat Shirt	Tru-Spec	2576	15	Black	\$ 46.00	\$ 46.00	\$ 46.00
52	Lightweight Tactical Shirt	Propper	DKX-1	25	All Colors	\$ 37.00	\$ 37.00	\$ 37.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
53	I.C.E. Performance Polo	Propper	F534172	25	Black	\$ 36.00	\$ 36.00	\$ 36.00
54	Women's Performance Polo	Propper	F53277	15	Black	\$ 36.00	\$ 36.00	\$ 36.00
55	Expandable Baton Case	Zero9	Z9-4038-BLK-MLK	50	Black	\$ 29.75	\$ 29.75	\$ 29.75
56	Flashlight Case	Zero9	Z9-4012-BLK-MLK	50	Black	\$ 22.00	\$ 22.00	\$ 22.00
57	Handcuff Case	Zero9	Z9-4001-BLK-MLK	50	Black	\$ 26.00	\$ 26.00	\$ 26.00
58	OC Spray Case	Zero9	Z9-4009-BLK-MLK	50	Black	\$ 22.00	\$ 22.00	\$ 22.00
59	Radio Case	Zero9	Z9-5026-BLK-MLK	50	Black	\$ 46.00	\$ 46.00	\$ 46.00
60	AR/Double Pistol Mag	Zero9	Z9-4019-BLK-MLK	50	Black	\$ 79.00	\$ 79.00	\$ 79.00
61	AR Single Mag Pouch	Zero9	Z9-4011-BLK-MLK	50	Black	\$ 29.75	\$ 29.75	\$ 29.75
62	Duty Style Double Mag Pouch	Zero9	Z9-4005-BLK-MLK	50	Black	\$ 33.75	\$ 33.75	\$ 33.75
63	Duty Style Triple Mag Pouch	Zero9	Z9-4007-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50
64	Bodyworn Camera Utility	Zero9	Z9-2023-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50
65	Bodyworn Camera Axon	Zero9	Z9-2007-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
66	Taser Case	Zero9	Z9-2015-BLK-MLK	50	Black	\$ 50.00	\$ 50.00	\$ 50.00
67	Sam Brown Duty Belt	Safariland	875	50	Black	\$ 66.00	\$ 66.00	\$ 66.00
68	Nylon Duty Belt	Safariland	7210	50	Black	\$ 44.00	\$ 44.00	\$ 44.00
69	Low Profile Battle Belt	Safariland	4333	50	Black	\$ 123.00	\$ 123.00	\$ 123.00
70	Nylon Web Belt	Safariland	7215	50	Black	\$ 72.00	\$ 72.00	\$ 72.00
71	Basketweave Belt Keeper	Safariland	7906	50	Black	\$ 13.50	\$ 13.50	\$ 13.50
72	Nylon Belt Keeper	Safariland	7406	50	Black	\$ 13.50	\$ 13.50	\$ 13.50
73	Buckleless Reversible Belt	Safariland	99	50	Black	\$ 36.00	\$ 37.00	\$ 39.00
74	Open Top Double Mag Pouch	Safariland	79	50	Black	\$ 27.00	\$ 27.00	\$ 27.00
75	Open Top Triple Mag Pouch	Safariland	775	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
76	Magazine Handcuff Pouch	Safariland	573	50	Black	\$ 41.00	\$ 41.00	\$ 41.00
77	Rifle Magazine Pouch	Safariland	774	50	Black	\$ 27.00	\$ 27.00	\$ 27.00
78	Nylon Double Mag Pouch	Safariland	7302	50	Black	\$ 30.50	\$ 30.50	\$ 30.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

GALLS, LLC

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
79	Open Top Mini Flashlight Holder	Safariland	306	50	Black	\$ 24.75	\$ 24.75	\$ 24.75
80	Double Mag Pouch	Safariland	77	50	Black	\$ 37.00	\$ 37.00	\$ 37.00
81	Handcuff Case	Safariland	190	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
82	Handcuff Strap Snap	Safariland	690	50	Black	\$ 14.00	\$ 14.00	\$ 14.00
83	Covered Handcuff Case	Safariland	7300	50	Black	\$ 24.75	\$ 24.75	\$ 24.75
84	Baton Holder	Safariland	35	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
85	OC Spray Holder	Safariland	7907	50	Black	\$ 27.75	\$ 27.75	\$ 27.75
86	Open Top OC Spray Holder	Safariland	37	50	Black	\$ 26.75	\$ 26.75	\$ 26.75
87	Double Handcuff Case	Safariland	7917	50	Black	\$ 33.75	\$ 33.75	\$ 33.75
88	Compact Light Holder	Safariland	7926	50	Black	\$ 15.00	\$ 15.00	\$ 15.00
89	Nametag	Blackington	J1 1LI	50	Brass	\$ 11.00	\$ 11.00	\$ 11.00

A. Cover Page

City of Alpharetta Public Safety Uniforms (911, Fire, Police and Admin) Project

Company Name: T&T Uniforms, Inc.

Address: 2279 South Cobb Dr.
Smyrna, GA 30080

Telephone: 770-433-3211

Website: ttuniforms.com

Year Established: 1980

Owners/Officers: Wayne Brown – CFO

Zach Freise – President

Brandon Lockridge – COO

Primary Representative for Project:

Karen Nowakowski Office# 770-433-3211 Cell# 770-862-5192 cell karen@ttuniforms.com

Zach Freise Direct# 678-398-4508 Cell# 404-324-9395 zach@ttuniforms.com

Megan Moncada Office# 770-443-3211 megan@ttuniforms.com

B. Company Information

A. Cover Letter with Brief Business profile

T&T Uniforms has been in business for 40 years. We are a very personalized uniform company, that takes pride in our work. Over the years in business, we have maintained the reputation of being very detail oriented while catering to all our customer's needs.

T&T Uniforms' familiarity with the product selection, personnel, procedures, and overall needs of the City of Alpharetta gives us the ability to provide excellent customer service and meet the demands of the various departments. With our intimate knowledge of the current system, and the flexibility to adapt to the changing needs of the city, T&T Uniforms is committed to providing outstanding service. Not only is the proximity of our storefront of great benefit, but the quality of our customer service representatives that will be dedicated to your account is second to none in our area. The owners of T&T will take a hands-on approach to your account to make sure that the level of service meets and exceeds expectations. We believe that no other potential supplier's ownership group will be as involved and committed to this level.

We offer a customer friendly, easy to use web-based order processing system. This system allows end users (employees) to login with their own secure username/password and place orders on their custom dashboard. Admins can also order for employees. System allows employees to only see the items that are available to their dept, unit, etc. After the order is submitted, an email is sent to the designated approver/or approvers, and the order shows up on the approver's dashboard "awaiting approval." It is here that the order can be approved/rejected/modified. Once the order has been approved, it then goes to the next level approver, or on to the account manager's dashboard. The account manager receives an email that there is an order "ready for fulfillment." He or she then designates the order in process and begins production on the order. Once complete, it is marked shipped and is removed from the dashboard. At this point, all quantities, sizes, amounts, decoration instructions, etc. are available and will show up on reports. If allotments are utilized, the amounts are deducted from the employee as well. County Admins will have the capability to add/edit/delete users and to make allotment adjustments as needed.

B. Company information

T&T Uniforms Inc.

2279 South Cobb Dr SE

Smyrna, Ga 30080

C. Contact

Karen Nowakowski, Account Manager

2279 South Cobb Dr SE

Smyrna, Ga 30080

Office# 770-433-3211

Cell# 770-862-5192

cell karen@ttuniforms.com

C. Method of Providing Services; Availability of Goods

T&T Uniforms processes orders through your personal portal set up specifically for the City of Alpharetta and will except emailed orders.

When orders are placed and approved, they will be sent directly to the account manager's dashboard, this is when the order will start being processed. We will either pull the items from our inventory and prepare them for embroidery, alterations or heat press or place them on a purchase order to be purchased from the supplier. When items have been ordered that we have in our inventory the estimated time frame of completion is 7-10 days from approval date. If your items are to be placed on PO with our suppliers, the time frame will vary based on each supplier's inventory. When the item does arrive to our store, we estimate 7-10 days to complete any alterations in our store.

Measuring and sizing can be done in store Monday – Friday 9am-5pm at 2279 South Cobb Dr SE, Smyrna, GA 30080.

Group fitting can be scheduled with your account manager to be done at the city of Alpharetta's Public Safety Department at 2565 Old Milton Parkway, Alpharetta, GA 30009.

T&T's alteration services offered at our facility include sewing on patches, hemming pants, embroidery, retro fitting for body camera mounts and heat press services, etc.

T&T Uniforms Return Policy

"If we error in processing your order, there will be no charge for returning of the garments.

The following guidelines will apply if returns are needed:

Garments that have been monogrammed, silk screened, soiled, washed or worn cannot be returned.

Special order garments cannot be returned.

Pants that have been hemmed to 29" or less or altered in any way cannot be returned.

Garments cannot be returned after 30 days from date of invoice.

Garments may be returned if none of the above reasons apply, for a 15% restocking fee."

When returns are needed, customer will contact the account manager and process will move forward based on order details and specifications.

Delivery of items will be provided to the City of Alpharetta's Public Safety Department at 2565 Old Milton Parkway, Alpharetta, GA 30009. A weekly UPS bulk shipment will be placed to cut down on shipping costs.

All orders will be individually packaged in a clear plastic bag. Labeled with officer's name, order number and division and will include packing slips.

Packing slips will provide the customer's name, order number, all items in order and quantities and total prices, which stage each item is at in the process, along with decorations needed for each item.

Once the items have been shipped out or picked up in the store the order will be invoiced specifically for the items that left our location.

D. Qualifications, References, and Resumes

- i. Karen Nowakowski is the primary contact for all services, ordering, fitting, billing, shipping, and in store appointments. Zach Freise and Megan Moncada will be available to assist employees at our storefront facility. Megan and Karen will handle the bulk of the alterations (hem, patch, waist, repairs), promotions, and employee pickups. Megan Moncada and Zach Freise are the secondary contacts and will aid in providing all the same services. Alejandrina Bordelais and Margarita Gomez will be dedicated to all sewing work. We have 7 more in house seamstresses if the workload ever became too much for these two. We have 3 embroiderers available to handle all requests. Megan and Karen will be responsible for packaging the items and preparing them for pickup or delivery.
- ii. Project Support Staff – Karen Nowakowski, Zach Freise, Megan Moncada, Margarita Gomez, Alejandrina Bordelais

Karen Nowakowski

1. She is located at our main store at 2279 South Cobb Dr SE Smyrna Ga 30080
2. Karen has been employed by T&T Uniforms for 2 years.
3. For the last 17+ years Karen has been in the role.

- iii. Karen has 17+ years of experience in the uniform industry. She started at Red the Uniform Tailor and worked her way up to Office Manager. She then went on to become the Operations Manager after the company was bought by Galls LLC. Shortly after she became the store's General Manager. Karen has been the go-to representative for all uniform requests, and has specialized in Honor Guard dress uniforms, and custom design badges and custom design patches. Karen has been with T&T Uniforms for the past 2 years as an Account Manager and has successfully managed the City of Alpharetta's account for the last 17 years. She is very detail oriented and is very committed to meeting the customer's needs.

Zach Freise

1. He is located at our main store at 2279 South Cobb Dr SE Smyrna Ga 30080
 2. Zach is one of the three owners and the President of T&T Uniforms for 10 years.
 3. He has been in this role for 10 years.
- iii. Zach is an active owner and operator, and he participates in all aspects of the uniform programs for the various Public Safety agencies throughout Georgia and Alabama. He is readily available to help in any way he can. He measures in store and off site and will process orders and provide quotes. Zach will also handle patches and embroidery files. He can be reached by email or cell phone when necessary.

Megan Moncada

1. She is located at our main store at 2279 South Cobb Dr SE Smyrna Ga 30080
2. Megan has been employed with T&T Uniforms for three months.
3. She has over 2 ½ years of experience in this role.

- iii. Megan started her time in this industry at Red the Uniform Tailor as an Account Representative. Shortly after Galls purchased Red the Uniform Tailor, she became the Lead for the Customer Service Representatives. She handled processing orders, sizing for uniforms, on and off site. Megan also handled measuring for body armor, ordering patches and badges and custom carriers. Making sure all orders are processed in a timely manner and with great care.

Margarita Gomez

1. She is located at our main store at 2279 South Cobb Dr SE Smyrna Ga 30080
 2. Margarita has been employed with T&T Uniforms for 4 years.
 3. Her experience in sewing is over 20 years.
- iii. Margarita's responsibilities include sewing on patches, hemming pants, pant striping and alterations. She is a dedicated employee and takes pride in her work.

Alejandrina Bordelais

1. She is located at our main store at 2279 South Cobb Dr SE Smyrna Ga 30080
2. Alejandrina has been employed with T&T Uniforms for 6 months.
3. She has been in this role for 20 years.

iii. Alejandrina is a very hard worker and is dedicated to processing the orders in a correct and timely fashion.

- iv. Our location is within the 30-mile preferred radius of the City of Alpharetta's Public Safety Department. Where all project staff will be available when needed.
Appointments can easily be made with any city staff by reaching out to the main store phone number, by email or by texting Karen. Our web-based system will allow the city to track all spending, whether city wide in accordance with project budget or by each employee and their allowed allotments.
- v. **Cobb County Police Department**
 - 1. Includes all aspects of the uniform program, placing orders, sizing, measuring and assisting with all supply needs including boots and patches.
 - 2. We have been working with Cobb County Police Department for 10+ years. Our contact at Cobb is Nikki Brown 770-499-4124.

Federal Reserve Bank of Atlanta Police Department

- 1. We handle all uniform requests along with patches, body armor, carriers and boots.
- 2. Karen has been working with the Federal Reserve for the past 10 years. We have continued to have a great working relationship serving the Federal Reserve police. Our contact is Laurie Shirley 404-561-9735

Coweta County Sheriff's Office

- 1. We provide Coweta County with all their uniform needs. Processing all the orders and measuring and providing quotes.
- 2. We consider our relationship with Coweta County Sheriff's Office to be fantastic and have been servicing them for the past 6 years. Our contact at Coweta is Amy Hughes 770-253-1502

Pricing

Decorations added to garments may result in additional pricing.

Custom sizing requires custom pricing.

Based off provided Gall's part number the SH035 which is the 8600-Z this item is being discontinued. The replacement item is 8670 which will change the pricing to \$72.97 up to 3XL and will then be \$103.00.

T-shirts must be ordered in bulk.

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	StreetGear Short Sleeve Polyester Rayon Shirt	Blauer	SH464	18	Black	\$ 51.33	\$ 51.33	\$ 71.00
2	Long Sleeve Zippered Polyester Shirt	Blauer	SH035	18	Black	\$ 59.40	\$ 59.40	\$ 84.00
3	MEN'S 4-POCKET POLY PANTS	Blauer	8650	18	Black	\$ 59.77	size 46 + \$79.77	size 46+ \$79.77
4	Women's 4-Pocket Pants	Blauer	8650W	18	Black	\$ 59.77	size 18+ \$72.77	size 18+ \$72.77
5	Tactical Stryke Pants	511	74369	24	Khaki/ Black	\$ 82.00	\$ 82.00	\$ 82.00
6	Women's Tactical Stryke Pants	511	64386	24	Khaki/ Black	\$ 82.00	\$ 82.00	\$ 82.00
7	Black Clip on Tie 18" 20" 22"	Galls	UA495	24	Black	\$ 6.00	\$ 6.00	\$ 6.00
8	Nametag One Line	Blackinton	NT097	18	Silver	\$ 14.00	\$ 14.00	\$ 14.00
9	Basket Weave Belt	Boston Leather	LR213	24	Silver Buckle	\$ 21.50	\$ 23.00	\$ 28.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Womens 7.5oz Nomex 111A Pant	Workrite	401NX75	2	Navy Blue	\$ 137.00	\$ 178.00	
2	Men 7.5oz Nomex 111A Pant.Full Cut	Workrite	402NX75	25	Navy Blue	\$ 137.00	\$ 178.00	
3	Men 7.5oz Nomex 111A Pant.Slim Fit	Workrite	400NX75	25	Navy Blue	\$ 137.00	\$ 178.00	
4	Women's 4.5oz Nomex Shirt S/S Patches Supplied	Workrite	701NX45	2	Navy Blue	\$ 131.00	\$ 170.00	\$ 170.00
5	Men's 4.5oz Nomex S/S Shirt Patches Supplied	Workrite	700NX45	40	Navy Blue	\$ 131.00	\$ 170.00	\$ 170.00
6	Men's 4.5oz Nomex L/S Shirt Patches Supplied	Workrite	705NX45	3	Navy Blue	\$ 152.00	\$ 197.00	\$ 197.00
7	Tecasafe S/S Nomex Polo 6.7oz Patches Supplied	Workrite	263TK-67	80	Navy Blue	\$ 106.00	\$ 141.00	\$ 141.00
8	White L/S Uniform Shirt	Flying Cross	42W782	10	White	\$ 57.25	\$ 57.25	\$ 57.25
9	G & G Leather Belt 1 3/4 Basketweave Brass Buckle	G&G	GG B52	10	Black	\$ 48.80	\$ 56.12	\$ 65.00
10	Tactical Ops Belt 1.75"	5.11	59405	10	Black	\$ 48.00	\$ 54.00	\$ 54.00
11	Breakaway Tie, 18" 20" 22"		90010	10	Black	\$ 6.00		
12	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4336	30	Black	\$ 44.99	\$ 44.99	\$ 54.00
13	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4493	10	Red	\$ 44.99	\$ 44.99	\$ 54.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	24-7 Men's Tactical Pants	Tru-Spec	1064	25	Khaki	\$ 48.50	\$ 48.50	\$ 48.50
15	24-7 Women's Tactical Pants	Tru-Spec	1099	10	Khaki	\$ 48.50	\$ 48.50	\$ 48.50
16	Men's Stryke Pants Flexnac	5.11	74369	10	Khaki	\$ 95.00	\$ 95.00	\$ 95.00
17	Brass Nametag - two lines	Blackinton	J3 2Line	5		\$ 14.00		
18	T-Shirt S/S 3 color screen print	Next Level		100	Blue	\$ 19.50	\$ 19.50	\$ 19.50
19	Class A Hat- Bayly Bell Crown Cap	Bayly	07NB2D3	10	White	\$ 68.00		
20	Class A Shoes - Poromeric Academy Oxford	Thorogood	831-6031	10	Black	\$ 80.00		
21	Class A Jacket - Double Breasted - 226BL	Anchor	W301150	10	Black	\$ 336.00	\$ 370.00	\$ 421.00
22	Class A pants - 229BL	Anchor		10	Black	\$ 130.00	\$ 140.00	\$ 157.00
23	Blauer 4605 Softshell Fleece Pullover-Patches Supplied	Blauer	4605	20	Dark Navy	\$ 91.60	\$ 105.60	\$ 112.60
24	1 X 7 Nomex Name Blanks	Workrite		10	Navy Blue	\$ 12.00		

<i>Additional Item Comment</i>

<i>Additional Item Comment</i>
Black High Gloss Visor with Gold FD Buttons and Permagold Strap
Patches Supplied

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Tactical 4 in 1 Patrol Jacket 2.0	5.11	48359	25	Black	\$ 292.50	\$ 292.50	
2	Tactical Fleece 2.0	5.11	78026	25	Black	\$ 110.00	\$ 110.00	\$ 110.00
3	Tactical Apex Women's Pants	5.11	64446	15	Black, Ranger Green, TDU Green	\$ 90.00	\$ 127.00	\$ 127.00
4	Tactical Apex Pants	5.11	74434	100	Black, Ranger Green, TDU Green	\$ 90.00	\$ 127.00	\$ 127.00
5	Tactical Stryke Women's Pants	5.11	64386	15	Black, Ranger Green, TDU Green	\$ 82.00	\$ 82.00	
6	Tactical Stryke Pants	5.11	74369	100	Black, Ranger Green, TDU Green	\$ 82.00	\$ 82.00	
7	Tactical Jersey Polo S/S	5.11	71182	25	Black	\$ 50.00	\$ 58.00	
8	Corporate Pinnacle Polo	5.11	71057	25	Black	\$ 52.00	\$ 60.00	\$ 60.00
9	Women's Tactical Jersey Polo	5.11	61164	25	Black	\$ 50.00		
10	Women's Corporate Pinnacle	5.11	61026	25	Black	Discontinued		
11	Tactical ATAC 2.0 8" Boot	5.11	12391	10	Black	\$ 120.00		
12	Women's Tactical ATAC 8" Boot	5.11	12392	3	Black	\$ 150.00		
13	Tactical ATAC 2.0 6" Boot	5.11	12401	10	Black	\$ 110.00		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	Speed 4.0 Boot	5.11	12454	10	Black	\$ 110.00		
15	Tactical Motorcycle Breeches	5.11	74407	10	Black	\$ 140.00	\$ 161.00	\$ 161.00
16	Tech Lite Bike Jacket	Blauer	360	5	RBNV	\$ 145.20	\$ 145.20	\$ 188.00
17	Colorblock Performance L/S Polo	Blauer	8143	25	NVRB	\$ 85.80	\$ 85.80	\$ 110.00
18	Colorblock Performance S/S Polo	Blauer	8133	25	NVRB	\$ 74.80	\$ 74.80	\$ 96.00
19	Flextech Zip-Off Bike Pants	Blauer	8822Z	10	Black	\$ 112.93	\$ 112.93	
20	Ripstop Streetshirt L/S	Blauer	8781	10	Black	\$ 74.07	\$ 74.07	\$ 96.00
21	Ripstop Streetshirt S/S	Blauer	8782	10	Black	\$ 66.73	\$ 66.73	\$ 85.00
22	Super Shirt L/S	Blauer	8670	50	Black	\$ 72.97	\$ 72.97	\$ 93.00
23	Super Shirt S/S	Blauer	8675	50	Black	\$ 68.93	\$ 68.93	\$ 88.00
24	Men's Armorskin Base Shirt L/S	Blauer	8371	100	Black	\$ 56.83	\$ 56.83	\$ 72.80
25	Women's Armorskin Base Shirt L/S	Blauer	8371W	25	Black	\$ 56.83	\$ 56.83	
26	Men's Armorskin Base Shirt S/S	Blauer	8372	100	Black	\$ 51.33	\$ 51.33	\$ 66.70

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
27	Women's Armorskin Base Shirt S/S	Blauer	8372W	25	Black	\$ 51.33	\$ 51.33	
28	Super Shirt L/S	Blauer	8675W	10	Black	\$ 68.93	\$ 68.93	
29	Super Shirt S/S	Blauer	8670W	10	Black	\$ 72.97	\$ 72.97	
30	Streetgear Turtleneck	Blauer	8100X	10	Black	\$ 43.00	\$ 43.00	
31	Men's 4-Pkt Polyester Trousers	Blauer	8650T	30	Black	\$ 59.77	\$ 59.77	\$ 78.00
32	Men's Side-Pkt Polyester Trousers	Blauer	8655T	50	Black	\$ 75.17	\$ 75.17	\$ 97.00
33	Women's 4-Pkt Polyester Trousers	Blauer	8650WT	10	Black	\$ 59.77	\$ 59.77	
34	Women's Side-Pkt Polyester Trousers	Blauer	8650WT	15	Black	\$ 75.17	\$ 75.17	
35	Reversible Rain Jacket	Blauer	26991	25	BKLR	\$ 153.90	\$ 153.90	\$ 195.00
36	Men's S/S Uniform Shirt	Blauer	8421		Medium Blue	\$ 47.30	\$ 47.30	
37	Women's S/S Uniform Shirt	Blauer	8421W		Medium Blue	\$ 47.30	\$ 47.30	
38	Men's 4 Pocket Pants	Blauer	8650		Dark Navy w/ Med Blue Stripe	\$ 74.77	\$ 86.00	\$ 92.00
39	Women's 4 Pocket Pants	Blauer	8650W		Dark Navy w/ Med Blue Stripe	\$ 74.77	\$ 86.00	

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
40	B.Dry 3 Season Jacket	Blauer	6120		Dark Navy	\$ 180.00	\$ 216.00	\$ 252.00
41	Professional Polo	5.11	41060		Academy Blue	\$ 45.00	\$ 50.00	
42	Silver Name Plate	Misc.	Misc.		Silver	\$ 15.00		
43	Silver Whistle & Chain	Misc.	Misc.		Silver	\$ 12.00		
44	24-7 Series LE Softshell Jacket	Tru-Spec	2088	50	Black	\$ 100.00	\$ 100.00	\$ 100.00
45	ECO Tec Polo S/S	Tru-Spec	4076	30	Black	\$ 47.77	\$ 47.77	\$ 47.77
46	24-7 Performance Polo S/S	Tru-Spec	9818	50	Black	\$ 44.99	\$ 44.99	\$ 53.99
47	Women's 24-7 Performance Polo S/S	Tru-Spec	S309V0	15	Black	\$ 44.99	\$ 44.99	\$ 44.99
48	24-7 Performance Polo L/S	Tru-Spec	9828	25	Black	\$ 51.00	\$ 51.00	\$ 51.00
49	Women's 24-7 Performance Polo L/S	Tru-Spec	4484	10	Black	\$ 51.00	\$ 51.00	\$ 51.00
50	24-7 Tactical Pants	Tru-Spec	10620	25	Black, Green	\$ 52.00	\$ 52.00	\$ 52.00
51	Urban Force Tru 1/4 Zip Combat Shirt	Tru-Spec	2576	15	Black	\$ 56.25	\$ 56.25	
52	Lightweight Tactical Shirt	Propper	DKX-1	25	All Colors	\$ 51.50	\$ 51.50	\$ 51.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
53	I.C.E. Performance Polo	Propper	F534172	25	Black	\$ 46.83	\$ 46.83	\$ 46.83
54	Women's Performance Polo	Propper	F53277	15	Black	\$ 46.83	\$ 46.83	\$ 46.83
55	Expandable Baton Case	Zero9	Z9-4038-BLK-MLK	50	Black	\$ 36.95		
56	Flashlight Case	Zero9	Z9-4012-BLK-MLK	50	Black	\$ 26.95		
57	Handcuff Case	Zero9	Z9-4001-BLK-MLK	50	Black	\$ 31.95		
58	OC Spray Case	Zero9	Z9-4009-BLK-MLK	50	Black	\$ 26.95		
59	Radio Case	Zero9	Z9-5026-BLK-MLK	50	Black	\$ 51.95		
60	AR/Double Pistol Mag	Zero9	Z9-4019-BLK-MLK	50	Black	\$ 66.95		
61	AR Single Mag Pouch	Zero9	Z9-4011-BLK-MLK	50	Black	\$ 36.95		
62	Duty Style Double Mag Pouch	Zero9	Z9-4005-BLK-MLK	50	Black	\$ 41.95		
63	Duty Style Triple Mag Pouch	Zero9	Z9-4007-BLK-MLK	50	Black	\$ 51.95		
64	Bodyworn Camera Utility	Zero9	Z9-2023-BLK-MLK	50	Black	\$ 46.95		
65	Bodyworn Camera Axon	Zero9	Z9-2007-BLK-MLK	50	Black	\$ 46.95		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
66	Taser Case	Zero9	Z9-2015-BLK-MLK	50	Black	\$ 51.95		
67	Sam Brown Duty Belt	Safariland	875	50	Black	\$ 76.60	\$ 78.32	\$ 86.98
68	Nylon Duty Belt	Safariland	7210	50	Black	\$ 51.92		
69	Low Profile Battle Belt	Safariland	4333	50	Black	\$ 111.63	\$ 147.12	\$ 148.85
70	Nylon Web Belt	Safariland	7215	50	Black	\$ 43.32	\$ 47.60	\$ 54.52
71	Basketweave Belt Keeper	Safariland	7906	50	Black	\$ 15.37		
72	Nylon Belt Keeper	Safariland	7406	50	Black	\$ 14.92		
73	Buckleless Reversible Belt	Safariland	99	50	Black	\$ 42.85	\$ 43.71	\$ 45.45
74	Open Top Double Mag Pouch	Safariland	79	50	Black	\$ 31.60		
75	Open Top Triple Mag Pouch	Safariland	775	50	Black	\$ 35.92		
76	Magazine Handcuff Pouch	Safariland	573	50	Black	\$ 43.71		
77	Rifle Magazine Pouch	Safariland	774	50	Black	\$ 31.60		
78	Nylon Double Mag Pouch	Safariland	7302	50	Black	\$ 46.31		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
79	Open Top Mini Flashlight Holder	Safariland	306	50	Black	\$ 31.60		
80	Double Mag Pouch	Safariland	77	50	Black	\$ 43.28		
81	Handcuff Case	Safariland	190	50	Black	\$ 41.54		
82	Handcuff Strap Snap	Safariland	690	50	Black	\$ 15.58		
83	Covered Handcuff Case	Safariland	7300	50	Black	\$ 29.22		
84	Baton Holder	Safariland	35	50	Black	\$ 35.92		
85	OC Spray Holder	Safariland	7907	50	Black	\$ 32.68		
86	Open Top OC Spray Holder	Safariland	37	50	Black	\$ 31.60		
87	Double Handcuff Case	Safariland	7917	50	Black	\$ 39.99		
88	Compact Light Holder	Safariland	7926	50	Black	\$ 17.52		
89	Nametag	Blackington	J1 1LI	50	Brass	\$ 15.00		

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective _____, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **GALLS, LLC**, a Kentucky limited liability company with its principal office located at 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter, the "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals No. 23-106 dated December 15, 2022, including any addenda thereto (the "RFP"), and the Contractor's Proposal dated January 12, 2023 (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 and Proposal and are further defined and governed by this Contract (the "Work"), and, in general, include the following:

The supply and provision, on an as-needed basis, uniforms for E-911, Fire, Police, Administration, and other public safety personnel (full-time, specialty, reserve, and volunteer) and fitting, alteration, sewing (patches on uniforms), embroidery and related services. The Contractor shall provide the products and services listed in **Exhibit "A"** at the firm, fixed prices stated therein to the City pursuant to orders placed by its designated representatives authorized to act on its behalf ("City's Designated Representatives"). The Work further includes Contractor's provision and maintenance of an online ordering site. Public Safety personnel will be allowed to personally order and make personal payment based on the Contractor's pricing to the City.

3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Cost Proposal Catalog Lists for Uniform/Clothing items, which is attached hereto and incorporated herein as **Exhibit "A"**; however, no guarantee is made as to the minimum number of items to be purchased from the Contractor or the minimum amount to be spent annually with the Contractor. With respect to orders that are placed directly by City Personnel (not by City's Designated Representatives), Contractor acknowledges and agrees that the City employee placing the order shall be responsible for payment of the order, not the City.

For orders placed by City's Designated Representatives, at the time of or following delivery, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. 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 Public Safety Payables at pspayables@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render 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. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. 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 under this Contract 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 City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing March 1, 2023, and terminating February 28, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting March 1, 2023 and ending at 11:59 p.m. (Eastern Time) on February 28, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall

be for a period of one year running from Start Date: March 1, 2023 through 11:59 p.m. (Eastern Time) on 1-year End date Month Date, February 28, 2024, and will automatically renew for additional one (1) year terms, each beginning on March 1 following the existing term year and ending at 11:59 (Eastern Time) on February 28 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

- (c) The foregoing notwithstanding, 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, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, 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, also without regard to any notice requirements to the contrary.
 - (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
 - (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit "A", and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.
 - (f) For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average - All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.
6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the

City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.

7. Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity;
- (b) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- (c) 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;
- (d) 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;
- (e) 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
- (f) 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, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) 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 provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

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

- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.
11. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except

for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

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 the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
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, or 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:

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
Attn: Tiffany Brewer
800-876-4242
brewer-tiffany@galls.com

(b) If to the City, at the following address:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: John Robison
678-297-6103
jrobison@alpharetta.ga.us

(c) With a copy to Coordinator:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: Stephanie Cochran
678-297-6000
scochran@alpharetta.ga.us

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

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

17. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

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

subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

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

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed

by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

- (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 March 1, 2023, and terminating at midnight on February 28, 2024, (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 commencing after the first two (2) years of this Contract, prices may be increased by the lesser of five percent (5%) 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. 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.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Jeff Strickland, City Attorney

GALLS, LLC

By: _____

Mike Fadden, CEO

EXHIBIT "A"
Cost Proposal Pricing for Public Safety Uniform Item by Division

911 Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	StreetGear Short Sleeve Polyester Rayon Shirt	Blauer	SH464	18	Black	\$ 62.00	\$ 75.00	\$ 89.00
2	Long Sleeve Zippered Polyester Shirt	Blauer	SH035	18	Black	\$ 68.00	\$ 84.00	\$ 98.00
3	MEN'S 4-POCKET POLY PANTS	Blauer	8650	18	Black	\$ 56.00	\$ 70.00	\$ 82.00
4	Women's 4-Pocket Pants	Blauer	8650W	18	Black	\$ 56.00	\$ 56.00	\$ 56.00
5	Tactical Stryke Pants	511	74369	24	Khaki/ Black	\$ 61.00	\$ 66.00	\$ 66.00
6	Women's Tactical Stryke Pants	511	64386	24	Khaki/ Black	\$ 61.00	\$ 61.00	\$ 61.00
7	Black Clip on Tie 18" 20" 22"	Galls	UA495	24	Black	\$ 6.50	\$ 6.50	\$ 6.50
8	Nametag One Line	Blackinton	NT097	18	Silver	\$ 13.50	\$ 13.50	\$ 13.50
9	Basket Weave Belt	Boston Leather	LR213	24	Silver Buckle	\$ 19.00	\$ 20.50	\$ 22.00

Fire Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Womens 7.5oz Nomex 111A Pant	Workrite	401NX75	2	Navy Blue	\$ 132.00	\$ 162.00	\$ 162.00
2	Men 7.5oz Nomex 111A Pant.Full Cut	Workrite	402NX75	25	Navy Blue	\$ 136.00	\$ 166.00	\$ 166.00
3	Men 7.5oz Nomex 111A Pant.Slim Fit	Workrite	400NX75	25	Navy Blue	\$ 132.00	\$ 162.00	\$ 162.00
4	Women's 4.5oz Nomex Shirt S/S Patches Supplied	Workrite	701NX45	2	Navy Blue	\$ 143.00	\$ 175.00	\$ 175.00
5	Men's 4.5oz Nomex S/S Shirt Patches Supplied	Workrite	700NX45	40	Navy Blue	\$ 143.00	\$ 143.00	\$ 143.00
6	Men's 4.5oz Nomex L/S Shirt Patches Supplied	Workrite	705NX45	3	Navy Blue	\$ 162.00	\$ 162.00	\$ 162.00
7	Tecasafe S/S Nomex Polo 6.7oz Patches Supplied	Workrite	263TK-67	80	Navy Blue	\$ 88.00	\$ 88.00	\$ 88.00
8	White L/S Uniform Shirt	Flying Cross	42W782	10	White	\$ 57.00	\$ 57.00	\$ 57.00
9	G & G Leather Belt 1 3/4 Basketweave Brass Buckle	G&G	GG B52	10	Black	\$ 27.00	\$ 27.00	\$ 27.00
10	Tactical Ops Belt 1.75"	5.11	59405	10	Black	\$ 35.00	\$ 39.00	\$ 39.00
11	Breakaway Tie, 18" 20" 22"		90010	10	Black	\$ 5.00	\$ 5.00	\$ 5.00
12	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4336	30	Black	\$ 35.50	\$ 35.50	\$ 35.50
13	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4493	10	Red	\$ 35.50	\$ 35.50	\$ 35.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	24-7 Men's Tactical Pants	Tru-Spec	1064	25	Khaki	\$ 41.00	\$ 41.00	\$ 41.00
15	24-7 Women's Tactical Pants	Tru-Spec	1099	10	Khaki	\$ 41.00	\$ 41.00	\$ 41.00
16	Men's Stryke Pants Flextac	5.11	74369	10	Khaki	\$ 61.00	\$ 72.00	\$ 72.00
17	Brass Nametag - two lines	Blackinton	J3 2Line	5		\$ 13.50	\$ 13.50	\$ 13.50
18	T-Shirt S/S 3 color screen print	Next Level		100	Blue	\$ 24.00	\$ 24.00	\$ 24.00
19	Class A Hat- Bayly Bell Crown Cap	Bayly	07NB2D3	10	White	\$ 66.00	\$ 66.00	\$ 66.00
20	Class A Shoes - Poromeric Academy Oxford	Thorogood	831-6031	10	Black	\$ 66.00	\$ 66.00	\$ 66.00
21	Class A Jacket - Double Breasted - 226BL	Anchor	W301150	10	Black	\$ 300.00	\$ 330.00	\$ 370.00
22	Class A pants - 229BL	Anchor		10	Black	\$ 116.00	\$ 125.00	\$ 140.00
23	Blauer 4605 Softshell Fleece Pullover-Patches Supplied	Blauer	4605	20	Dark Navy	\$ 91.00	\$ 111.00	\$ 136.00
24	1 X 7 Nomex Name Blanks	Workrite		10	Navy Blue	\$ 7.00	\$ 7.00	\$ 7.00

Police Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Tactical 4 in 1 Patrol Jacket 2.0	5.11	48359	25	Black	\$ 220.00	\$ 250.00	\$ 250.00
2	Tactical Fleece 2.0	5.11	78026	25	Black	\$ 89.00	\$ 101.00	\$ 101.00
3	Tactical Apex Women's Pants	5.11	64446	15	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
4	Tactical Apex Pants	5.11	74434	100	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
5	Tactical Stryke Women's Pants	5.11	64386	15	Black, Ranger Green, TDU Green	\$ 61.00	\$ 61.00	\$ 61.00
6	Tactical Stryke Pants	5.11	74369	100	Black, Ranger Green, TDU Green	\$ 61.00	\$ 73.00	\$ 73.00
7	Tactical Jersey Polo S/S	5.11	71182	25	Black	\$ 43.00	\$ 47.00	\$ 47.00
8	Corporate Pinnacle Polo	5.11	71057	25	Black	\$ 44.00	\$ 48.00	\$ 48.00
9	Women's Tactical Jersey Polo	5.11	61164	25	Black	\$ 43.00	\$ 43.00	\$ 43.00
10	Women's Corporate Pinnacle	5.11	61026	25	Black	\$ 44.00	\$ 44.00	\$ 44.00
11	Tactical ATAC 2.0 8" Boot	5.11	12391	10	Black	\$ 86.00	\$ 86.00	\$ 86.00
12	Women's Tactical ATAC 8" Boot	5.11	12392	3	Black	\$ 86.00	\$ 86.00	\$ 86.00
13	Tactical ATAC 2.0 6" Boot	5.11	12401	10	Black	\$ 78.00	\$ 78.00	\$ 78.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	Speed 4.0 Boot	5.11	12454	10	Black	\$ 78.00	\$ 78.00	\$ 78.00
15	Tactical Motorcycle Breeches	5.11	74407	10	Black	\$ 105.00	\$ 120.00	\$ 120.00
16	Tech Lite Bike Jacket	Blauer	360	5	RBNV	\$ 149.00	\$ 179.00	\$ 209.00
17	Colorblock Performance L/S Polo	Blauer	8143	25	NVRB	\$ 95.00	\$ 112.50	\$ 130.00
18	Colorblock Performance S/S Polo	Blauer	8133	25	NVRB	\$ 84.00	\$ 102.00	\$ 118.00
19	Flextech Zip-Off Bike Pants	Blauer	8822Z	10	Black	\$ 99.00	\$ 99.00	\$ 99.00
20	Ripstop Streetshirt L/S	Blauer	8781	10	Black	\$ 72.00	\$ 88.00	\$ 105.00
21	Ripstop Streetshirt S/S	Blauer	8782	10	Black	\$ 66.00	\$ 80.00	\$ 80.00
22	Super Shirt L/S	Blauer	8670	50	Black	\$ 71.00	\$ 82.00	\$ 102.00
23	Super Shirt S/S	Blauer	8675	50	Black	\$ 68.00	\$ 80.00	\$ 98.00
24	Men's Armorskin Base Shirt L/S	Blauer	8371	100	Black	\$ 57.00	\$ 68.00	\$ 68.00
25	Women's Armorskin Base Shirt L/S	Blauer	8371W	25	Black	\$ 57.00	\$ 57.00	\$ 57.00
26	Men's Armorskin Base Shirt S/S	Blauer	8372	100	Black	\$ 52.00	\$ 62.00	\$ 74.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
27	Women's Armorskin Base Shirt S/S	Blauer	8372W	25	Black	\$ 52.00	\$ 52.00	\$ 52.00
28	Super Shirt L/S	Blauer	8675W	10	Black	\$ 68.00	\$ 68.00	\$ 68.00
29	Super Shirt S/S	Blauer	8670W	10	Black	\$ 71.00	\$ 71.00	\$ 71.00
30	Streetgear Turtleneck	Blauer	8100X	10	Black	\$ 39.00	\$ 48.00	\$ 58.00
31	Men's 4-Pkt Polyester Trousers	Blauer	8650T	30	Black	\$ 57.00	\$ 68.00	\$ 82.00
32	Men's Side-Pkt Polyester Trousers	Blauer	8655T	50	Black	\$ 70.00	\$ 84.00	\$ 84.00
33	Women's 4-Pkt Polyester Trousers	Blauer	8650WT	10	Black	\$ 57.00	\$ 57.00	\$ 57.00
34	Women's Side-Pkt Polyester Trousers	Blauer	8650WT	15	Black	\$ 70.00	\$ 70.00	\$ 70.00
35	Reversible Rain Jacket	Blauer	26991	25	BKLR	\$ 130.00	\$ 160.00	\$ 190.00
36	Men's S/S Uniform Shirt	Blauer	8421		Medium Blue	\$ 49.00	\$ 59.00	\$ 69.00
37	Women's S/S Uniform Shirt	Blauer	8421W		Medium Blue	\$ 59.00	\$ 59.00	\$ 59.00
38	Men's 4 Pocket Pants	Blauer	8650		Dark Navy w/ Med Blue Stripe	\$ 57.00	\$ 68.00	\$ 82.00
39	Women's 4 Pocket Pants	Blauer	8650W		Dark Navy w/ Med Blue Stripe	\$ 57.00	\$ 57.00	\$ 57.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
40	B.Dry 3 Season Jacket	Blauer	6120		Dark Navy	\$ 162.00	\$ 199.00	\$ 240.00
41	Professional Polo	5.11	41060		Academy Blue	\$ 43.00	\$ 47.00	\$ 47.00
42	Silver Name Plate	Misc.	Misc.		Silver	\$ 13.50	\$ 13.50	\$ 13.50
43	Silver Whistle & Chain	Misc.	Misc.		Silver	\$ 9.00	\$ 9.00	\$ 9.00
44	24-7 Series LE Softshell Jacket	Tru-Spec	2088	50	Black	\$ 93.00	\$ 93.00	\$ 93.00
45	ECO Tec Polo S/S	Tru-Spec	4076	30	Black	\$ 39.00	\$ 39.00	\$ 39.00
46	24-7 Performance Polo S/S	Tru-Spec	9818	50	Black	\$ 35.00	\$ 35.00	\$ 35.00
47	Women's 24-7 Performance Polo S/S	Tru-Spec	S309V0	15	Black	\$ 35.00	\$ 35.00	\$ 35.00
48	24-7 Performance Polo L/S	Tru-Spec	9828	25	Black	\$ 42.00	\$ 42.00	\$ 42.00
49	Women's 24-7 Performance Polo L/S	Tru-Spec	4484	10	Black	\$ 42.00	\$ 42.00	\$ 42.00
50	24-7 Tactical Pants	Tru-Spec	10620	25	Black, Green	\$ 42.00	\$ 42.00	\$ 42.00
51	Urban Force Tru 1/4 Zip Combat Shirt	Tru-Spec	2576	15	Black	\$ 46.00	\$ 46.00	\$ 46.00
52	Lightweight Tactical Shirt	Propper	DKX-1	25	All Colors	\$ 37.00	\$ 37.00	\$ 37.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
53	I.C.E. Performance Polo	Propper	F534172	25	Black	\$ 36.00	\$ 36.00	\$ 36.00
54	Women's Performance Polo	Propper	F53277	15	Black	\$ 36.00	\$ 36.00	\$ 36.00
55	Expandable Baton Case	Zero9	Z9-4038-BLK-MLK	50	Black	\$ 29.75	\$ 29.75	\$ 29.75
56	Flashlight Case	Zero9	Z9-4012-BLK-MLK	50	Black	\$ 22.00	\$ 22.00	\$ 22.00
57	Handcuff Case	Zero9	Z9-4001-BLK-MLK	50	Black	\$ 26.00	\$ 26.00	\$ 26.00
58	OC Spray Case	Zero9	Z9-4009-BLK-MLK	50	Black	\$ 22.00	\$ 22.00	\$ 22.00
59	Radio Case	Zero9	Z9-5026-BLK-MLK	50	Black	\$ 46.00	\$ 46.00	\$ 46.00
60	AR/Double Pistol Mag	Zero9	Z9-4019-BLK-MLK	50	Black	\$ 79.00	\$ 79.00	\$ 79.00
61	AR Single Mag Pouch	Zero9	Z9-4011-BLK-MLK	50	Black	\$ 29.75	\$ 29.75	\$ 29.75
62	Duty Style Double Mag Pouch	Zero9	Z9-4005-BLK-MLK	50	Black	\$ 33.75	\$ 33.75	\$ 33.75
63	Duty Style Triple Mag Pouch	Zero9	Z9-4007-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50
64	Bodyworn Camera Utility	Zero9	Z9-2023-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50
65	Bodyworn Camera Axon	Zero9	Z9-2007-BLK-MLK	50	Black	\$ 41.50	\$ 41.50	\$ 41.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT : Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
66	Taser Case	Zero9	Z9-2015-BLK-MLK	50	Black	\$ 50.00	\$ 50.00	\$ 50.00
67	Sam Brown Duty Belt	Safariland	875	50	Black	\$ 66.00	\$ 66.00	\$ 66.00
68	Nylon Duty Belt	Safariland	7210	50	Black	\$ 44.00	\$ 44.00	\$ 44.00
69	Low Profile Battle Belt	Safariland	4333	50	Black	\$ 123.00	\$ 123.00	\$ 123.00
70	Nylon Web Belt	Safariland	7215	50	Black	\$ 72.00	\$ 72.00	\$ 72.00
71	Basketweave Belt Keeper	Safariland	7906	50	Black	\$ 13.50	\$ 13.50	\$ 13.50
72	Nylon Belt Keeper	Safariland	7406	50	Black	\$ 13.50	\$ 13.50	\$ 13.50
73	Buckleless Reversible Belt	Safariland	99	50	Black	\$ 36.00	\$ 37.00	\$ 39.00
74	Open Top Double Mag Pouch	Safariland	79	50	Black	\$ 27.00	\$ 27.00	\$ 27.00
75	Open Top Triple Mag Pouch	Safariland	775	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
76	Magazine Handcuff Pouch	Safariland	573	50	Black	\$ 41.00	\$ 41.00	\$ 41.00
77	Rifle Magazine Pouch	Safariland	774	50	Black	\$ 27.00	\$ 27.00	\$ 27.00
78	Nylon Double Mag Pouch	Safariland	7302	50	Black	\$ 30.50	\$ 30.50	\$ 30.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT : Enter bidder's Company Name here:			GALLS, LLC			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
79	Open Top Mini Flashlight Holder	Safariland	306	50	Black	\$ 24.75	\$ 24.75	\$ 24.75
80	Double Mag Pouch	Safariland	77	50	Black	\$ 37.00	\$ 37.00	\$ 37.00
81	Handcuff Case	Safariland	190	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
82	Handcuff Strap Snap	Safariland	690	50	Black	\$ 14.00	\$ 14.00	\$ 14.00
83	Covered Handcuff Case	Safariland	7300	50	Black	\$ 24.75	\$ 24.75	\$ 24.75
84	Baton Holder	Safariland	35	50	Black	\$ 30.50	\$ 30.50	\$ 30.50
85	OC Spray Holder	Safariland	7907	50	Black	\$ 27.75	\$ 27.75	\$ 27.75
86	Open Top OC Spray Holder	Safariland	37	50	Black	\$ 26.75	\$ 26.75	\$ 26.75
87	Double Handcuff Case	Safariland	7917	50	Black	\$ 33.75	\$ 33.75	\$ 33.75
88	Compact Light Holder	Safariland	7926	50	Black	\$ 15.00	\$ 15.00	\$ 15.00
89	Nametag	Blackington	J1 1LI	50	Brass	\$ 11.00	\$ 11.00	\$ 11.00

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective _____, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **T&T UNIFORMS, INC.** Georgia corporation with its principal office located at 2279 South Cobb Drive, Smyrna, GA 30080 (hereinafter, the "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals No. 23-106 dated December 15, 2022, including any addenda thereto (the "RFP"), and the Contractor's Proposal dated January 12, 2023 (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 and Proposal and are further defined and governed by this Contract (the "Work"), and, in general, include the following:

The supply and provision, on an as-needed basis, uniforms for E-911, Fire, Police, Administration, and other public safety personnel (full-time, specialty, reserve, and volunteer) and fitting, alteration, sewing (patches on uniforms), embroidery and related services. The Contractor shall provide the products and services listed in **Exhibit "A"** at the firm, fixed prices stated therein to the City pursuant to orders placed by its designated representatives authorized to act on its behalf ("City's Designated Representatives"). The Work further includes Contractor's provision and maintenance of an online ordering site. Public Safety personnel will be allowed to personally order and make personal payment based on the Contractor's pricing to the City.

3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Cost Proposal Catalog Lists for Uniform/Clothing items, which is attached hereto and incorporated herein as **Exhibit "A"**; however, no guarantee is made as to the minimum number of items to be purchased from the Contractor or the minimum amount to be spent annually with the Contractor. With respect to orders that are placed directly by City Personnel (not by City's Designated Representatives), Contractor acknowledges and agrees that the City employee placing the order shall be responsible for payment of the order, not the City.

For orders placed by City's Designated Representatives, at the time of or following delivery, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. 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 Public Safety Payables at pspayables@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render 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. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. 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 under this Contract 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 City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing March 1, 2023, and terminating February 28, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting March 1, 2023 and ending at 11:59 p.m. (Eastern Time) on February 28, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall

be for a period of one year running from Start Date: March 1, 2023 through 11:59 p.m. (Eastern Time) on 1-year End date Month Date, February 28, 2024, and will automatically renew for additional one (1) year terms, each beginning on March 1 following the existing term year and ending at 11:59 (Eastern Time) on February 28 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

- (c) The foregoing notwithstanding, 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, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, 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, also without regard to any notice requirements to the contrary.
 - (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
 - (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit "A", and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.
 - (f) For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average - All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.
6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the

City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.

7. Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity;
- (b) all goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- (c) 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;
- (d) 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;
- (e) 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
- (f) 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 provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.
11. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any

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

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 the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
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, or 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:

T&T Uniforms Inc.
2279 South Cobb Dr.
Smyrna, Ga 30080
Attn: Zach Freise, President
770-433-3211
zach@ttuniforms.com

(b) If to the City, at the following address:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: John Robison
678-297-6103
jrobison@alpharetta.ga.us

(c) With a copy to City's Administrator:

City of Alpharetta
City Administration
2 Park Plaza
Alpharetta, GA 30009
Attention: Chris Lagerbloom
678-297-6000
clagerbloom@alpharetta.ga.us

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

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

17. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

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

subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

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

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed

by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

- (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 March 1, 2023, and terminating at midnight on February 28, 2024, (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 commencing after the first two (2) years of this Contract, prices may be increased by the lesser of five percent (5%) 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. 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.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Jeff Strickland, City Attorney

T&T UNIFORMS, INC.

By: _____

Zach Freise, President

Attest:

By: _____

Brandon Lockridge, Chief Operating Officer

Date: _____

EXHIBIT "A"
Cost Proposal Pricing for Public Safety Uniform Item by Division

911 Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)								
Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	StreetGear Short Sleeve Polyester Rayon Shirt	Blauer	SH464	18	Black	\$ 51.33	\$ 51.33	\$ 71.00
2	Long Sleeve Zippered Polyester Shirt	Blauer	SH035	18	Black	\$ 59.40	\$ 59.40	\$ 84.00
3	MEN'S 4-POCKET POLY PANTS	Blauer	8650	18	Black	\$ 59.77	size 46 + \$79.77	size 46+ \$79.77
4	Women's 4-Pocket Pants	Blauer	8650W	18	Black	\$ 59.77	size 18+ \$72.77	size 18+ \$72.77
5	Tactical Stryke Pants	511	74369	24	Khaki/ Black	\$ 82.00	\$ 82.00	\$ 82.00
6	Women's Tactical Stryke Pants	511	64386	24	Khaki/ Black	\$ 82.00	\$ 82.00	\$ 82.00
7	Black Clip on Tie 18" 20" 22"	Galls	UA495	24	Black	\$ 6.00	\$ 6.00	\$ 6.00
8	Nametag One Line	Blackinton	NT097	18	Silver	\$ 14.00	\$ 14.00	\$ 14.00
9	Basket Weave Belt	Boston Leather	LR213	24	Silver Buckle	\$ 21.50	\$ 23.00	\$ 28.00

Fire Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Womens 7.5oz Nomex 111A Pant	Workrite	401NX75	2	Navy Blue	\$ 137.00	\$ 178.00	
2	Men 7.5oz Nomex 111A Pant.Full Cut	Workrite	402NX75	25	Navy Blue	\$ 137.00	\$ 178.00	
3	Men 7.5oz Nomex 111A Pant.Slim Fit	Workrite	400NX75	25	Navy Blue	\$ 137.00	\$ 178.00	
4	Women's 4.5oz Nomex Shirt S/S Patches Supplied	Workrite	701NX45	2	Navy Blue	\$ 131.00	\$ 170.00	\$ 170.00
5	Men's 4.5oz Nomex S/S Shirt Patches Supplied	Workrite	700NX45	40	Navy Blue	\$ 131.00	\$ 170.00	\$ 170.00
6	Men's 4.5oz Nomex L/S Shirt Patches Supplied	Workrite	705NX45	3	Navy Blue	\$ 152.00	\$ 197.00	\$ 197.00
7	Tecasafe S/S Nomex Polo 6.7oz Patches Supplied	Workrite	263TK-67	80	Navy Blue	\$ 106.00	\$ 141.00	\$ 141.00
8	White L/S Uniform Shirt	Flying Cross	42W782	10	White	\$ 57.25	\$ 57.25	\$ 57.25
9	G & G Leather Belt 1 3/4 Basketweave Brass Buckle	G&G	GG B52	10	Black	\$ 48.80	\$ 56.12	\$ 65.00
10	Tactical Ops Belt 1.75"	5.11	59405	10	Black	\$ 48.00	\$ 54.00	\$ 54.00
11	Breakaway Tie, 18" 20" 22"		90010	10	Black	\$ 6.00		
12	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4336	30	Black	\$ 44.99	\$ 44.99	\$ 54.00
13	24-7 Men's S/S Performance Polo - Patches Supplied	Tru-Spec	4493	10	Red	\$ 44.99	\$ 44.99	\$ 54.00

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	24-7 Men's Tactical Pants	Tru-Spec	1064	25	Khaki	\$ 48.50	\$ 48.50	\$ 48.50
15	24-7 Women's Tactical Pants	Tru-Spec	1099	10	Khaki	\$ 48.50	\$ 48.50	\$ 48.50
16	Men's Stryke Pants Flextac	5.11	74369	10	Khaki	\$ 95.00	\$ 95.00	\$ 95.00
17	Brass Nametag - two lines	Blackinton	J3 2Line	5		\$ 14.00		
18	T-Shirt S/S 3 color screen print	Next Level		100	Blue	\$ 19.50	\$ 19.50	\$ 19.50
19	Class A Hat- Bayly Bell Crown Cap	Bayly	07NB2D3	10	White	\$ 68.00		
20	Class A Shoes - Poromeric Academy Oxford	Thorogood	831-6031	10	Black	\$ 80.00		
21	Class A Jacket - Double Breasted - 226BL	Anchor	W301150	10	Black	\$ 336.00	\$ 370.00	\$ 421.00
22	Class A pants - 229BL	Anchor		10	Black	\$ 130.00	\$ 140.00	\$ 157.00
23	Blauer 4605 Softshell Fleece Pullover-Patches Supplied	Blauer	4605	20	Dark Navy	\$ 91.60	\$ 105.60	\$ 112.60
24	1 X 7 Nomex Name Blanks	Workrite		10	Navy Blue	\$ 12.00		

Police Uniform Items

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)

IMPORTANT: Enter bidder's Company
 Name here:

T&T Uniforms Inc.

Pricing Instructions: If you offer an item, enter pricing by
 item size in each box, even if same pricing for all sizes. Leave
 box blank only if item is not offered.

Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
1	Tactical 4 in 1 Patrol Jacket 2.0	5.11	48359	25	Black	\$ 292.50	\$ 292.50	
2	Tactical Fleece 2.0	5.11	78026	25	Black	\$ 110.00	\$ 110.00	\$ 110.00
3	Tactical Apex Women's Pants	5.11	64446	15	Black, Ranger Green, TDU Green	\$ 90.00	\$ 127.00	\$ 127.00
4	Tactical Apex Pants	5.11	74434	100	Black, Ranger Green, TDU Green	\$ 90.00	\$ 127.00	\$ 127.00
5	Tactical Stryke Women's Pants	5.11	64386	15	Black, Ranger Green, TDU Green	\$ 82.00	\$ 82.00	
6	Tactical Stryke Pants	5.11	74369	100	Black, Ranger Green, TDU Green	\$ 82.00	\$ 82.00	
7	Tactical Jersey Polo S/S	5.11	71182	25	Black	\$ 50.00	\$ 58.00	
8	Corporate Pinnacle Polo	5.11	71057	25	Black	\$ 52.00	\$ 60.00	\$ 60.00
9	Women's Tactical Jersey Polo	5.11	61164	25	Black	\$ 50.00		
10	Women's Corporate Pinnacle	5.11	61026	25	Black	Discontinued		
11	Tactical ATAC 2.0 8" Boot	5.11	12391	10	Black	\$ 120.00		
12	Women's Tactical ATAC 8" Boot	5.11	12392	3	Black	\$ 150.00		
13	Tactical ATAC 2.0 6" Boot	5.11	12401	10	Black	\$ 110.00		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
14	Speed 4.0 Boot	5.11	12454	10	Black	\$ 110.00		
15	Tactical Motorcycle Breeches	5.11	74407	10	Black	\$ 140.00	\$ 161.00	\$ 161.00
16	Tech Lite Bike Jacket	Blauer	360	5	RBNV	\$ 145.20	\$ 145.20	\$ 188.00
17	Colorblock Performance L/S Polo	Blauer	8143	25	NVRB	\$ 85.80	\$ 85.80	\$ 110.00
18	Colorblock Performance S/S Polo	Blauer	8133	25	NVRB	\$ 74.80	\$ 74.80	\$ 96.00
19	Flextech Zip-Off Bike Pants	Blauer	8822Z	10	Black	\$ 112.93	\$ 112.93	
20	Ripstop Streetshirt L/S	Blauer	8781	10	Black	\$ 74.07	\$ 74.07	\$ 96.00
21	Ripstop Streetshirt S/S	Blauer	8782	10	Black	\$ 66.73	\$ 66.73	\$ 85.00
22	Super Shirt L/S	Blauer	8670	50	Black	\$ 72.97	\$ 72.97	\$ 93.00
23	Super Shirt S/S	Blauer	8675	50	Black	\$ 68.93	\$ 68.93	\$ 88.00
24	Men's Armorskin Base Shirt L/S	Blauer	8371	100	Black	\$ 56.83	\$ 56.83	\$ 72.80
25	Women's Armorskin Base Shirt L/S	Blauer	8371W	25	Black	\$ 56.83	\$ 56.83	
26	Men's Armorskin Base Shirt S/S	Blauer	8372	100	Black	\$ 51.33	\$ 51.33	\$ 66.70

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
27	Women's Armorskin Base Shirt S/S	Blauer	8372W	25	Black	\$ 51.33	\$ 51.33	
28	Super Shirt L/S	Blauer	8675W	10	Black	\$ 68.93	\$ 68.93	
29	Super Shirt S/S	Blauer	8670W	10	Black	\$ 72.97	\$ 72.97	
30	Streetgear Turtleneck	Blauer	8100X	10	Black	\$ 43.00	\$ 43.00	
31	Men's 4-Pkt Polyester Trousers	Blauer	8650T	30	Black	\$ 59.77	\$ 59.77	\$ 78.00
32	Men's Side-Pkt Polyester Trousers	Blauer	8655T	50	Black	\$ 75.17	\$ 75.17	\$ 97.00
33	Women's 4-Pkt Polyester Trousers	Blauer	8650WT	10	Black	\$ 59.77	\$ 59.77	
34	Women's Side-Pkt Polyester Trousers	Blauer	8650WT	15	Black	\$ 75.17	\$ 75.17	
35	Reversible Rain Jacket	Blauer	26991	25	BKLR	\$ 153.90	\$ 153.90	\$ 195.00
36	Men's S/S Uniform Shirt	Blauer	8421		Medium Blue	\$ 47.30	\$ 47.30	
37	Women's S/S Uniform Shirt	Blauer	8421W		Medium Blue	\$ 47.30	\$ 47.30	
38	Men's 4 Pocket Pants	Blauer	8650		Dark Navy w/ Med Blue Stripe	\$ 74.77	\$ 86.00	\$ 92.00
39	Women's 4 Pocket Pants	Blauer	8650W		Dark Navy w/ Med Blue Stripe	\$ 74.77	\$ 86.00	

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
40	B.Dry 3 Season Jacket	Blauer	6120		Dark Navy	\$ 180.00	\$ 216.00	\$ 252.00
41	Professional Polo	5.11	41060		Academy Blue	\$ 45.00	\$ 50.00	
42	Silver Name Plate	Misc.	Misc.		Silver	\$ 15.00		
43	Silver Whistle & Chain	Misc.	Misc.		Silver	\$ 12.00		
44	24-7 Series LE Softshell Jacket	Tru-Spec	2088	50	Black	\$ 100.00	\$ 100.00	\$ 100.00
45	ECO Tec Polo S/S	Tru-Spec	4076	30	Black	\$ 47.77	\$ 47.77	\$ 47.77
46	24-7 Performance Polo S/S	Tru-Spec	9818	50	Black	\$ 44.99	\$ 44.99	\$ 53.99
47	Women's 24-7 Performance Polo S/S	Tru-Spec	S309V0	15	Black	\$ 44.99	\$ 44.99	\$ 44.99
48	24-7 Performance Polo L/S	Tru-Spec	9828	25	Black	\$ 51.00	\$ 51.00	\$ 51.00
49	Women's 24-7 Performance Polo L/S	Tru-Spec	4484	10	Black	\$ 51.00	\$ 51.00	\$ 51.00
50	24-7 Tactical Pants	Tru-Spec	10620	25	Black, Green	\$ 52.00	\$ 52.00	\$ 52.00
51	Urban Force Tru 1/4 Zip Combat Shirt	Tru-Spec	2576	15	Black	\$ 56.25	\$ 56.25	
52	Lightweight Tactical Shirt	Propper	DKX-1	25	All Colors	\$ 51.50	\$ 51.50	\$ 51.50

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
53	I.C.E. Performance Polo	Propper	F534172	25	Black	\$ 46.83	\$ 46.83	\$ 46.83
54	Women's Performance Polo	Propper	F53277	15	Black	\$ 46.83	\$ 46.83	\$ 46.83
55	Expandable Baton Case	Zero9	Z9-4038-BLK-MLK	50	Black	\$ 36.95		
56	Flashlight Case	Zero9	Z9-4012-BLK-MLK	50	Black	\$ 26.95		
57	Handcuff Case	Zero9	Z9-4001-BLK-MLK	50	Black	\$ 31.95		
58	OC Spray Case	Zero9	Z9-4009-BLK-MLK	50	Black	\$ 26.95		
59	Radio Case	Zero9	Z9-5026-BLK-MLK	50	Black	\$ 51.95		
60	AR/Double Pistol Mag	Zero9	Z9-4019-BLK-MLK	50	Black	\$ 66.95		
61	AR Single Mag Pouch	Zero9	Z9-4011-BLK-MLK	50	Black	\$ 36.95		
62	Duty Style Double Mag Pouch	Zero9	Z9-4005-BLK-MLK	50	Black	\$ 41.95		
63	Duty Style Triple Mag Pouch	Zero9	Z9-4007-BLK-MLK	50	Black	\$ 51.95		
64	Bodyworn Camera Utility	Zero9	Z9-2023-BLK-MLK	50	Black	\$ 46.95		
65	Bodyworn Camera Axon	Zero9	Z9-2007-BLK-MLK	50	Black	\$ 46.95		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
66	Taser Case	Zero9	Z9-2015-BLK-MLK	50	Black	\$ 51.95		
67	Sam Brown Duty Belt	Safariland	875	50	Black	\$ 76.60	\$ 78.32	\$ 86.98
68	Nylon Duty Belt	Safariland	7210	50	Black	\$ 51.92		
69	Low Profile Battle Belt	Safariland	4333	50	Black	\$ 111.63	\$ 147.12	\$ 148.85
70	Nylon Web Belt	Safariland	7215	50	Black	\$ 43.32	\$ 47.60	\$ 54.52
71	Basketweave Belt Keeper	Safariland	7906	50	Black	\$ 15.37		
72	Nylon Belt Keeper	Safariland	7406	50	Black	\$ 14.92		
73	Buckleless Reversible Belt	Safariland	99	50	Black	\$ 42.85	\$ 43.71	\$ 45.45
74	Open Top Double Mag Pouch	Safariland	79	50	Black	\$ 31.60		
75	Open Top Triple Mag Pouch	Safariland	775	50	Black	\$ 35.92		
76	Magazine Handcuff Pouch	Safariland	573	50	Black	\$ 43.71		
77	Rifle Magazine Pouch	Safariland	774	50	Black	\$ 31.60		
78	Nylon Double Mag Pouch	Safariland	7302	50	Black	\$ 46.31		

City of Alpharetta: RFP 23-106, Public Safety Uniforms (911, Fire, Police, and Admin)

Uniform / Clothing Items (sorted by brand)								
IMPORTANT: Enter bidder's Company Name here:			T&T Uniforms Inc.			Pricing Instructions: If you offer an item, enter pricing by item size in each box, even if same pricing for all sizes. Leave box blank only if item is not offered.		
Line #	Uniform Item Description	Brand	Item #	QTY Annual Estimate	Current Color Selection	Pricing: XS - XL	Pricing: 2XL - 3XL	Pricing: 4XL +
79	Open Top Mini Flashlight Holder	Safariland	306	50	Black	\$ 31.60		
80	Double Mag Pouch	Safariland	77	50	Black	\$ 43.28		
81	Handcuff Case	Safariland	190	50	Black	\$ 41.54		
82	Handcuff Strap Snap	Safariland	690	50	Black	\$ 15.58		
83	Covered Handcuff Case	Safariland	7300	50	Black	\$ 29.22		
84	Baton Holder	Safariland	35	50	Black	\$ 35.92		
85	OC Spray Holder	Safariland	7907	50	Black	\$ 32.68		
86	Open Top OC Spray Holder	Safariland	37	50	Black	\$ 31.60		
87	Double Handcuff Case	Safariland	7917	50	Black	\$ 39.99		
88	Compact Light Holder	Safariland	7926	50	Black	\$ 17.52		
89	Nametag	Blackington	J1 1LI	50	Brass	\$ 15.00		



STAFF REPORT

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

AGENDA ITEM:

GEMA and Homeland Security Grant Application for Alpharetta Public Safety Hazmat Unit

Consideration of approval of the Memorandum of Understanding between the City of Alpharetta and the Georgia Emergency Management Agency / Homeland Security, approval and authorization for the Alpharetta Department of Public Safety to submit a grant application for the 2023 State Homeland Security Program for Sub-Grant Funds, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) between the City of Alpharetta and the Georgia Emergency Management Agency / Homeland Security, approve and authorize the Department of Public Safety to submit an application for 2023 State Homeland Security Program sub-grant funds, 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: \$151,200. FULLY
REIMBURSABLE GRANT. NO CITY MATCH FUNDING
IS REQUIRED.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
GEMA / HS Grant Equipment (Account TBD)	\$151,200

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
GEMA / HS Grant (Account TBD)	\$151,200

ITEM DESCRIPTION:

The Department of Public Safety is requesting Council approve the Memorandum of Understanding (MOU) between the Georgia Emergency Management Agency / Homeland Security (GEMA / HS) and the City; and approve and authorize the Department of Public Safety to submit the FY2023 State Homeland Security Program (SHSP) Grant in the amount of \$151,200 before the grant application deadline of April 03, 2023. This is a reimbursement grant, and no matching funds are required to receive this grant.

The requested sub-grant from GEMA/Homeland Security is \$151,200 and will be used to sustain/purchase equipment for the Department's Hazardous Material (HazMat) program. The specific proposed uses for the funds are:

Description	Qty	Price Per Item	Total
HazMat IDLH Entry Suits (Level A)	8	2,100	16,800.00
Scott SCBA Cylinders (1 Hour)	6	2,000	12,000.00

Scott SCBA Backpack Assembly	6	3,200	19,200.00
HazMat Suit Communications Systems	6	2,200	13,200.00
RAE Rad Dosimeter	8	500	4,000.00
Mark 8 and Mark 9 Test Kits	2	200	400.00
HazMatID Elite	1	80,000	80,000.00
Atmospheric Monitoring	2	2,000	4,000.00
Sensit Gas Monitor	2	300	600.00
4 Gas Monitor	2	500	1,000.00
			\$ 151,200.00

To be eligible to receive a grant this fiscal year, the City of Alpharetta must have a signed Memorandum of Understanding (MOU) with GEMA / HS submitted by April 3, 2023.

The purpose of the federally funded FY2023 Homeland Security Grant Program (HSGP) is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States. Funding for this program is provided by the Georgia Emergency Management and Homeland Security Agency (GEMA / HS). GEMA / HS is the state Administrative Authority for this program. Funding is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate (GPD).

Georgia's State Homeland Security Program (SHSP) supports state, tribal, territorial, and local preparedness activities that address high-priority preparedness gaps across all core capabilities that support terrorism preparedness. Among the State's priorities are chemical, biological, radiological, nuclear, and explosives (CBRNE) protective response and mitigation equipment (for qualified teams) and HazMat / WMD response to acts of terrorism. GEMA / HS administers this program through sub-grants.

The City was last awarded a grant from GEMA / HS in FY21.

ALTERNATIVES:

Do not approve this Memorandum of Understanding (MOU) between the City of Alpharetta and the Georgia Emergency Management Agency / Homeland Security, and forgo seeking grant funding through the 2023 State Homeland Security Program sub-grant funds.

ATTACHMENTS:

1. MOU - GEMA Grant Application

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique, no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: hsgrants@gema.ga.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and
Programs Division

Memorandum of Understanding (MOU)
BY and BETWEEN
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
THE CITY OF ALPHARETTA

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/Homeland Security" and the City of Alpharetta.

officially domiciled at 2 Park Plaza, Alpharetta, GA 30009

hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Homeland Security Grant Program (HSGP) and/or Nonprofit Security Grant Program (NSGP).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA HSGP and/or NSGP as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the HSGP and NSGP and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not to limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for HSGP and/or NSGP in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to HSGP and/or NSGP funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA HSGP or NSGP.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA HSGP and/or NSGP.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/Homeland Security does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee, does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the DHS FEMA HSGP and/or NSGP.

The Subgrantee, by its decision to participate in the HSGP and/or NSGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any

and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness

Name: Sheneka Turner

State Coordinating Officer

Name: Ceporia McMillian

Date

Telephone Number: (404) 635-7095

Subgrantee's Witness

Name: Lauren Shapiro, City Clerk or Chief Executive Officer

Chief Elected/Appointed Official

Name: Jim Gilvin

Title: Mayor

Date March 20, 2023

Telephone Number: 678-297-6000

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized and 1 financial individual that will be designated as agents. Changes to the below authorized agents must be communicated to GEMA/Homeland Security in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Elliott Austin

Title: ADPS HazMat Team Commander

Telephone number: 828.773.2475

Email Address: eaustin@alpharetta.ga.us

Alternate Agent's Name (Optional): Stephanie Cochran

Title: Budget / Finance Coordinator

Telephone number: 678-297-6346

Email Address: scochran@alpharetta.ga.us

Authorized Agent's Name: Brad Denkinger

Title: Fire Chief - Operations

Telephone number: 678-297-6268

Email Address: bdenkinger@alpharetta.ga.us

Financial Agent's Name: Stephanie Cochran

Title: Budget / Finance Coordinator

Telephone number: 678-297-6346

Email Address: scochran@alpharetta.ga.us

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Homeland Security Grant Program and Nonprofit Security Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

Chief Elected/Appointed Official
or Chief Executive Officer

Date

Name: Jim Gilvin

Title: Mayor

Telephone Number: 678-297-6000