



# CITY COUNCIL MEETING & PUBLIC HEARING JUNE 26, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
  - A. **Proclamation: 2023 National Recreation and Parks Month**
5. **CONSENT AGENDA**
  - A. **Special Called City Council Meeting Minutes (Meeting of 6/19/2023 at 11:30 a.m.)**  
*Consideration of approval of the City Council meeting minutes from Special Called City Council Meeting on June 19, 2023 at 11:30 a.m.*
  - B. **City Council Meeting Minutes (Meeting of 6/19/2023)**  
*Consideration of approval of the City Council meeting minutes from the meeting of June 19, 2023.*
  - C. **Alcoholic Beverage License Application**  
*Consideration of approval of the following alcoholic beverage license application:*
    1. **PH-23-AB-13 Alpharetta Revolving Sushi Factory, Inc. 865 North Main Street, #108 Alpharetta, GA 30009**  
Restaurant  
Consumption on Premises  
Adding Distilled Spirits, Beer, Wine & Sunday Sales to an existing license  
Owner: Alpharetta Revolving Sushi Factory, Inc.  
Registered Agent: Scott Hamilton
  - D. **Financial Management Report (Month Ending April 30, 2023)**  
*Approval of the Financial Management Report for the month ending April 30, 2023.*
  - E. **Right of Way Warranty Deed: Cumming Street**  
*The Developer for "The 1858" subdivision seeks to dedicate right of way to the city along Cumming Street.*
6. **PUBLIC HEARING**
  - A. **MP-23-03 Fulton Science Academy**  
**DEFERRED: This item has been deferred by the Applicant to the July 17, 2023 City Council Meeting and Public Hearing.**  
*Consideration of a master plan amendment to allow for the construction of several athletic fields (tennis and soccer) in conjunction with the Fulton Science Academy athletic program. A master plan amendment is requested to reduce building setbacks along Fanfare Way. The property is located at 3035 Fanfare Way and is legally described as being located in Land Lots 688, 689, and 700, 1st District, 2nd Section, Fulton County, Georgia.*
7. **NEW BUSINESS**
  - A. **PH-23-08 UDC Text Amendment – Zoning Procedures Law**  
**SECOND READING**  
**The first reading of this occurred during the June 19, 2023 City Council Meeting & Public Hearing.**  
*Consideration of text amendments to the Unified Development Code (UDC) to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.*

**B. PH-23-09 Alpharetta Design Review Board Ordinance and Design Guidelines Text Amendment – Zoning Procedures Law**

**SECOND READING**

**This first reading of this item occurred during the June 19, 2023 City Council Meeting & Public Hearing.**

*Consideration of text amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines, Article II of Chapter 36 of the Code of Ordinances of the City of Alpharetta, Georgia to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.*

**C. Resolution: Fulton County Community Development Block Grant Program Cooperation Agreement**

Consideration of adoption of a Resolution authorizing the Mayor and City Council to approve the submission of the cooperative agreement for Fulton County's Community Development Block Grant Program for federal fiscal years 2024, 2025, and 2026.

**D. Request For Proposal 23-118: United Towing Contract for Towing Services**

*Consideration of approval of the award of RFP 23-118 to United Towing, Inc. for a 5-year towing contract and to authorize the Mayor to execute all necessary documents.*

**E. Request for Proposal 23-109: Log Cabin Park Stormwater Mitigation Design Services**

*Consideration of approval of the award of RFP 23-109 to Rummel, Klepper and Kahl, LLP (RK&K) for the performance of the Log Cabin Park Stormwater Mitigation Design Services in an amount not to exceed \$154,065.00 and to authorize the Mayor to execute all necessary documents.*

**8. PUBLIC COMMENT**

**9. REPORTS**

**10. EXECUTIVE SESSION (IF NECESSARY)**

**11. ADJOURNMENT**





**A PROCLAMATION**  
**BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA**  
**"2023 Recreation, Parks, and Culture Month"**

- WHEREAS:** Recreation, Parks and Cultural Services not only adds to the quality of life of our residents, but are also an integral and essential part of the Alpharetta community; and
- WHEREAS:** Recreation, Parks and Cultural Services also promotes health and wellness and improves physical and mental health; and
- WHEREAS:** Recreation, Parks and Cultural Services provides safe, convenient, and fun park locations and natural outdoor areas throughout the City of Alpharetta. Some of the amenities include playgrounds, trails, tennis and pickleball courts, the Equestrian Center, event facilities, classrooms, and outdoor art installments; and
- WHEREAS:** The Alpharetta Department of Recreation, Parks and Cultural Services offers a vast array of programs and services for citizens of Alpharetta including, but not limited to: athletics, arts, swimming, senior programs, agricultural programs, health and wellness, historical programming, adaptive programming, music, dance, and environmental programming; and
- WHEREAS:** The Recreation, Parks and Cultural Services team makes fun a priority for all citizens of Alpharetta; and
- WHEREAS:** The City of Alpharetta is truly the best place to live, work, and especially, play.
- NOW, THEREFORE:** We, the Mayor and City Council of the awesome City of Alpharetta, do recognize and hereby proclaim the month of July as "Recreation, Parks, and Culture Month" in the City of Alpharetta and encourage all citizens to visit our parks and enjoy all that the Alpharetta parks have to offer.
- SO PROCLAIMED:** This 26<sup>th</sup> day of June 2023, by the Mayor and City Council of the City of Alpharetta, Georgia.

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**Jim Gilvin**  
Mayor of the City of Alpharetta

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**Lauren Shapiro**  
City Clerk for the City of Alpharetta



# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### Special Called City Council Meeting Minutes (Meeting of 6/19/2023 at 11:30 a.m.)

*Consideration of approval of the City Council meeting minutes from Special Called City Council Meeting on June 19, 2023 at 11:30 a.m.*

## STAFF RECOMMENDATION:

Approve the Special Called City Council Meeting minutes from the meeting of June 19, 2023 at 11:30 a.m.

## 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 Special Called City Council meeting on June 19, 2023 at 11:30 a.m.

## ALTERNATIVES:

Do not approve the Special Called City Council meeting minutes from the meeting of 6/19/2023 at 11:30 a.m.

## ATTACHMENTS:

1. SC CC Minutes 6.19.2023



SPECIAL CALLED  
City Council Meeting & Public Hearing  
JUNE 19, 2023  
UNOFFICIAL MINUTES  
Office of the City Clerk

ALPHARETTA CITY HALL  
COUNCIL CHAMBERS | 2 PARK PLAZA | 11:30 AM

*This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.*

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 11:30 a.m.

2. ROLL CALL

• Council Members

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

• Council Members Absent

- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Cris Randall, Director of Human Resources
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Shawn Mitchell, Budget & Procurement Manager

3. PLEDGE TO THE FLAG

4. PUBLIC HEARING

A. Public Hearing on the Fiscal Year 2024 Budget and Millage Rate Levy

*An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Budget and Millage Rate Levy.*

**PUBLIC COMMENTS:**

- Jonathan Hickel (101 John Cristopher Drive, Alpharetta, GA 30009) came forward to speak on the Fiscal Year 2024 Budget, specifically requesting that Mayor and City Council hold off on awarding funds for the Real Time Crime Center and instead consider allocating funds for employee 401(A)-retirement account.

5. WORKSHOP ITEMS

A. Ethics Ordinance

*Presentation and discussion of proposed text amendments to Chapter 2, Article V of the City's Code: Code of Ethics and Conduct.*

- City Administrator, Chris Lagerbloom, came forward to introduce this item.
- City Attorney, Molly Esswein, came forward to present this item. The Ethics Ordinance power-point presentation is attached hereto as exhibit "A".

**CITY COUNCIL DISCUSSION:**

- Council Member Mitchell shared that he would prefer a board composition of 3 attorneys and 2 citizens. He also mentioned that he would be comfortable with the attorneys being residents or having a business in Alpharetta or they could have no ties to Alpharetta.
- Mayor Gilvin shared that when council members individually appoint members to the Board of Ethics, those council members may appoint people who do not have a neutral opinion towards city officials. For example, there have been spouses of candidates appointed to the Board of Ethics in the past. Lastly, he would support a composition of 3 attorneys and 2 citizens, so long as they are appointed by a unanimous vote of City Council or a 6-1 vote of City Council.
- Council Member Hipes shared that the current draft of the ordinance in section 2-196(b) has a different criteria standard for the initial review of the complaint when compared to the current ethics ordinance and would like for City Attorney Esswein to adjust that depending on the outcome of the panel composition.
- Council Member Will shared that he does not believe that a unanimous vote is the way to go, because there may be a council member that does not want to vote to approve out of spite or to stall the process of appointing individuals to the board.

- There was a consensus of the Council that there should be 3 attorneys and 2 citizens on the panel, the attorneys appointed may be residents or may not be residents, and the language that Council Member Hipes suggested during the last work session on this item (involving striking the election year language) should be removed from the ordinance.

## 6. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Mitchell offered a motion to recess to Executive Session.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).
- Mayor Gilvin recessed the meeting at 12:13 p.m.
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
  - Council Member Will seconded the motion.
  - The motion was approved unanimously (6-0).

## 7. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 12:53 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

# EXHIBIT A

# Ethics Ordinance Revisions

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ALPHARETTA CITY COUNCIL

JUNE 19, 2023

# Outstanding Questions

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- Board Composition
- Board Member Residency
- Election Years



# Board Composition

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# Existing Ordinance

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- 5 member board
- Randomly drawn from a panel of fourteen (14) individuals
  - Mayor and Councilmembers each appoint 2 individuals for the panel

# Draft Ordinance

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- On an annual basis, City Council will jointly appoint no less than six (6) and no more than twelve (12) individuals from which to draw members of ethics panels.
- Qualifications:
  - Attorney in good standing;
  - At least five (5) years experience, with at least three (3) years experience in general civil litigation;
  - Does not reside in or maintain an office in the City;
  - Is not, and has never been, an employee or City official, and not the spouse, parent, child or sibling of an existing or former City employee or official;
  - Has no business or contractual relationship with the City or City Council members;
  - Has not provided money or in kind campaign contributions to City Council members;
  - Has not been convicted of a felony involving moral turpitude

# Alternate Compositions

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- 7 citizens for a set term
- Mayor and Councilmembers each appoint one member
- Two alternates to be appointed by majority vote of Mayor and Council for service in the event of a conflict.
- Training required prior hearing a case/complaint

# Alternate Compositions

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- 5 members for a set term
- Each member appointed by majority vote of Mayor and Council
- 2 alternates appointed in the same manner to serve if conflicts arise
- Training required prior to hearing a case/complaint

# Alternate Compositions

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- 5 members for a set term
- Each member appointed by majority vote of Mayor and Council
- Composition would be varied:
  - 3 citizen members
  - 2 members from the legal profession with experience in civil litigation
- 1 citizen alternate and 1 lawyer alternate appointed in the same manner to serve if conflicts arise
- Training required prior to hearing a case/complaint

# Board Member Residency

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# Board Member Residency

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- Resident of the City

**OR**

- Does not reside in or maintain an office in the City



# Election Years

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# Election Years

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- Current Draft:
  - Provides for a 90 day stay for proceeding with complaints leading up to an election
  - Time limitations are tolled, and complaints may proceed after an election
  - Elected officials have option to waive the stay

# Alternatives

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- Alternatives:
  - Strike the election language
  - Provide at least 30 days notice for holding an ethics hearing
  - Allow respondents the option of providing supporting affidavits with the written response.



# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### City Council Meeting Minutes (Meeting of 6/19/2023)

*Consideration of approval of the City Council meeting minutes from the meeting of June 19, 2023.*

## STAFF RECOMMENDATION:

Approve the City Council Meeting minutes from the meeting of June 19, 2023.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 19, 2023 at 6:30 p.m.

## ALTERNATIVES:

Do not approve the City Council Meeting Minutes from the meeting of June 19, 2023 at 6:30 p.m.

## ATTACHMENTS:

1. CC Minutes 6.19.2023



# City Council Meeting & Public Hearing

## JUNE 19, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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### 1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.

### 2. ROLL CALL

#### • Council Members

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

#### • Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- 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
- Tom Harris, Director of Finance

### 3. PLEDGE TO THE FLAG

#### 4. CONSENT AGENDA

##### A. City Council Meeting Minutes (Meeting of 5/22/2023)

*Consideration of approval of the City Council meeting minutes from the meeting of May 22, 2023.*

##### B. Alcoholic Beverage License Applications

*Consideration of approval of the following alcoholic beverage license application:*

**1. PH-23-AB-11 SnoozeTown, LLC d/b/a Snooze, an A.M. Eatery, 6065 North Point Parkway, Suite 230, Alpharetta, GA 30022**

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: SnoozeTown, LLC

Registered Agent: Michael Sard

**2. PH-23-AB-12 ERB Holdings Group, LLC, d/b/a Eggroll Boyz, 5815 Windward Parkway, Suite 211, Alpharetta, GA 30005**

Restaurant

Consumption on Premises

Distilled Spirits, Beer & Wine

Owner: ERB Holdings Group, LLC

Registered Agent: David Wright

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

○ Mayor Pro Tem Merkel seconded the motion.

○ The motion was approved unanimously (7-0).

#### 5. PUBLIC HEARING

##### A. PH-23-08 UDC Text Amendment – Zoning Procedures Law

###### **FIRST READING**

*Consideration of text amendments to the Unified Development Code (UDC) to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.*

- City Attorney, Molly Esswein, read the ordinance aloud and presented this item.
- Staff recommends text amendments to Unified Development Code (UDC) to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.

- The State's revised Zoning Procedures Law goes into effect on July 1, 2023. The most significant change to the zoning procedures law requires a local government to place a legal advertisement in the newspaper of general circulation and send mailed notices at least 30 days and no more than 45 days in advance of a public hearing for a quasi-judicial decision, which includes variances, special exceptions, exceptions, historic designation, and certificates of appropriateness.
- The impact of this change primarily impacts notification related to public hearings before the Board of Zoning Appeals (BZA) and Historic Preservation Commission (HPC). Currently, BZA requests are advertised on the City's website and at City Hall, while requests before the HPC require advertisement in the newspaper of general circulation at least fifteen (15) days and no more than 45 days in advance of the public hearing.
- Additional UDC text amendments include procedural changes related to indoor shooting ranges, adult entertainment, appeal of administrative variance decisions, designated officials for appeal proceedings, presiding officer, speaker requirements, speaker time limits, appeal process, and amendments to the timing of Board actions.
- Director of Community and Economic Development, Kathi Cook, shared that the advertising costs will be added to the application cost, which is about \$200 per application.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-08 UDC Text Amendment – Zoning Procedures Law, as presented this evening, for the minimum state law requirements.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (7-0).

#### **B. PH-23-09 Alpharetta Design Review Board Ordinance and Design Guidelines Text Amendment – Zoning Procedures Law**

##### **FIRST READING**

*Consideration of text amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines, Article II of Chapter 36 of the Code of Ordinances of the City of Alpharetta, Georgia to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.*

- City Attorney, Molly Esswein, read the ordinance aloud and presented this item.
- Staff recommends text amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines, Article II of Chapter 36 of the Code of

Ordinances to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.

- The State's revised Zoning Procedures Law goes into effect on July 1, 2023. The most significant change to the zoning procedures law requires a local government to place a legal advertisement in the newspaper of general circulation and send mailed notices at least 30 days and no more than 45 days in advance of a public hearing before a quasi-judicial board, which includes the Design Review Board (DRB).
- Currently, DRB items are advertised on the City's website, but do not require legal advertisement in the newspaper or mailed notification. Additional amendments include procedural changes related to the presiding officer, speaker requirements, speaker time limits, and amendments to the timing of Board actions.
- Signage will not be required.

**PUBLIC COMMENTS:**

- Richard Kramer (193 Lantern Ridge Court, Alpharetta, GA 30009) came forward to speak on this item.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-09 Alpharetta Design Review Board Ordinance and Design Guidelines Text Amendment – Zoning Procedures Law.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (7-0).

**C. Public Hearing on the Fiscal Year 2024 Budget and Millage Rate Levy**

*An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Budget and Millage Rate Levy.*

- Director of Finance, Tom Harris, came forward to present this item.
- This is the third of three public hearings on this item.

**PUBLIC COMMENTS:**

- There were no public comments.

**6. NEW BUSINESS**

**A. Fiscal Year 2024 Budget Ordinance**

**SECOND READING**

*Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Ordinance.*

- City Attorney, Molly Esswein, read the ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.

**PUBLIC COMMENTS:**

- There were no public comments.



- ❖ Council Member Binder offered a motion to approve the Fiscal Year 2024 Budget Ordinance, as read by Ms. Esswein.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (7-0).

## B. Fiscal Year 2024 Millage Rate Ordinance

### SECOND READING

*Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.*

- City Attorney, Molly Esswein, read the ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.

#### PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve the Fiscal Year 2024 Millage Rate Ordinance.
  - Council Member Hipes seconded the motion.
  - The motion was approved unanimously (7-0).

## C. Resolution: Approval of the Fiscal Year 2024 City Council Priorities and Annual Action Plan

*Consideration of a Resolution to adopt the Fiscal Year 2024 City Council Priorities and Annual Action Plan.*

- City Attorney, Molly Esswein, read the resolution title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- During the 2023 Annual City Council Planning Retreat, the Mayor and City Council identified five top priorities and five priorities to help guide city staff and the Mayor and City Council as they are conducting City business during the next Fiscal Year. City staff took those priorities and developed a written plan to communicate the goals and initiatives for the City over the next fiscal year.
- The Fiscal Year 2024 City Council Priorities and Annual Action Plan is attached hereto as exhibit "A."

#### PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve a Resolution to adopt the Fiscal Year 2024 City Council Priorities and Annual Action Plan.
  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (7-0).

**D. Contract Award: RFP # 23-112 Design Services: Webb Bridge Park Sanitary Sewer**

*Consideration of approval of the award of RFP 23-112 for Webb Bridge Park Sanitary Sewer Design Services to Prime Engineering, Inc. in an amount not to exceed \$67,245.00 and authorize the Mayor to execute all necessary documents.*

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The award of RFP #23-112 is for the design and permitting of a sanitary sewer connection from the Webb Bridge Park soccer field restroom building to Fulton County's sanitary sewer system. The sewer connection is anticipated to include a combination of gravity flow sewer, a lift station, and force main. The sewer connection will be designed to accommodate future connections from the baseball field restroom building, the tennis court restroom building, and the maintenance building. The design scope does include detailed design of the future gravity flow connections from the baseball field restroom building and the maintenance building. Detailed design of a future lift station and force main connection from the tennis court restroom building is not included in the design scope.
- As conceptual design work for the conversion of the upper soccer fields to a synthetic surface progressed, it was determined that the existing septic system servicing the soccer field restroom building has failed. Existing soil conditions combined with the desired synthetic turf field footprint are not conducive to installing a new septic system. Thus, it was determined that connecting the restroom to Fulton County's sanitary sewer system would be the best long-term solution.
- In order to ensure that the City engaged the services of a design firm familiar with Fulton County's requirements for sanitary sewer work, staff reached out to the Fulton County Department of Public Works and obtained contact information for the six firms currently holding contracts with the County for Standby Engineering Services.
- During review of the submitted proposals, staff noted that Prime Engineering's cost was significantly less than Benchmark Management's, but their schedule was significantly longer. Staff proceeded to then meet with each firm separately to review their proposal and provide additional clarification. Each firm was then provided an opportunity to revise their proposals accordingly.
- Survey work required for the design has been ordered through the City's on-call survey contract. The survey is anticipated to be completed by July 19, 2023. Design and permitting is anticipated to be complete within 157 calendar days from completion of survey work.

**PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of RFP 23-112 for Webb Bridge Park Sanitary Sewer Design Services to Prime

Engineering, Inc. in an amount not to exceed \$67,245.00 and authorize the Mayor to execute all necessary documents.

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

**E. Invitation to Bid: 23-007 City Center Parking Garage Maintenance and Repairs**

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- On November 15, 2021, Wiss, Janney, Elstner Associates, Inc. (WJE) performed a visual condition assessment of the Alpharetta City Center Parking Structure. The assessment primarily consisted of a walkthrough visual inspection of the exposed concrete framing elements and connections and ancillary features such as coatings and sealants throughout the structure.
- Overall, the parking structure was observed to be in good condition relative to structures of similar construction, age, and exposure. Observed reportable conditions were most commonly attributable to either environmental exposure or material behavior, such as concrete shrinkage.
- The scope of work identified as the highest priority consists of joint sealant replacement, routing and sealing of cracks utilizing an epoxy injectable sealant, traffic coating replacement, and partial depth concrete repair.
- Based upon Metro Water Proofing, Inc. being the apparent low-cost qualified bidder, Staff contacted references regarding the quality of the company's work on similar recent projects.
- All work will take place during the day. During repairs, some parking on certain levels will not be accessible and the new traffic coating will have to cure 5-7 days prior to allowing traffic on it. The traffic coating is located on level 3 of the parking deck and will require approximately 10 spaces to be closed off until fully cured. All levels will require parking spaces at some point during the repairs to be inaccessible, but this should not be for multiple days or levels and the contractor will work one level at a time.
- The expected duration of the project is six weeks.

**PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of ITB 23-007, to Metro Waterproofing, Inc. in an amount not to exceed \$85,475.00 and authorize the Mayor to execute all necessary documents.
  - Council Member Will seconded the motion.
  - The motion was approved unanimously (7-0).

**F. Hold Harmless and Release Agreement: Hasbrouck Heights Board of Education and City of Alpharetta**

*Consideration of approval of a Hold Harmless and Release Agreement between the City of Alpharetta, Georgia and The Board of Education of Hasbrouck Heights.*

- Director of Public Safety, John Robison, came forward to present this item.
- The Alpharetta Department of Public Safety will host a recruiting event in Hasbrouck Heights, New Jersey from July 11th through July 14th. The recruiting event seeks to fulfill department vacancies for police and 911 positions. The event will take place in the Hasbrouck Heights High School gymnasium. During the recruitment, police candidates will complete a physical agility test.
- If approved, the City will agree to hold harmless The Board of Education of Hasbrouck Heights for any and all injuries, damages, claims, or causes or action that may arise in connection with the physical agility test, as is provided in the attached Hold Harmless and Release Agreement.

**PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the Hold Harmless and Release Agreement between the City of Alpharetta, Georgia and The Board of Education of Hasbrouck Heights.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (7-0).

**7. PUBLIC COMMENT**

- Hugh Holley (250 Marjean Way, Alpharetta, Georgia 30009) came forward to speak about pedestrian safety in the downtown, specifically on Roswell Street.
- Director of Public Works, Pete Sewczwicz, came forward to comment on the actions being taken in this area. This is a TSPLOST II project, and this is currently in the design phase as a safety improvement project. This area is also in the downtown Alpha Loop section. There will also be flashing pedestrian beacons in this area.

**8. REPORTS**

- Council Member Will shared that the City of Alpharetta is going to have a new best-selling author, Dr. John Robison. His book is currently available for pre-order on Amazon, and is called Compelling Force Leadership.
- Council Member Hipes shared that there are several upcoming events in Alpharetta, including: Food Truck Alley on Thursday, June 22<sup>nd</sup>, on June 24<sup>th</sup>-25<sup>th</sup> there is the Art in the Park event at Brooke Street Park behind City Hall, on June 24<sup>th</sup>-25<sup>th</sup>, the Equestrian Center will have an Elite Jumping Show, and on June 24<sup>th</sup>, the Alpharetta Arts Center will have a new Play it Again Piano dedicated, and there will be a reception for the piano that day as well.

**9. EXECUTIVE SESSION (IF NEEDED)**

- There was not an executive session.

## 10. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn.
  - Mayor Pro Tem Merkel 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 7:35 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

# EXHIBIT A



# FISCAL YEAR 2024 CITY COUNCIL PRIORITIES AND ANNUAL ACTION PLAN

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>TOP PRIORITY</b></p> <p><b>STRATEGIC GROWTH AND REDEVELOPMENT</b></p> <ul style="list-style-type: none"> <li>As one of the city's main redevelopment areas, the North Point Parkway Area has tremendous opportunity. We will dedicate the time and attention to get it right.</li> <li>As projects and opportunities find our city, we strongly support strategic growth. We believe our city is special and development patterns reinforce that.</li> <li>We will dissolve the tax allocation district and create a new one for the North Point Parkway Area.</li> </ul> | <p><b>TOP PRIORITY</b></p> <p><b>SAFE AND WELCOMING COMMUNITY</b></p> <ul style="list-style-type: none"> <li>We enjoy the benefits of a safe community, and we are driven to protect everything within our borders.</li> <li>As a community, we support and value our Public Safety Department, recognize their purpose, and will provide them the resources to keep our city safe.</li> <li>Our 911 dispatchers are lifelines to our community.</li> <li>We will evaluate our community paramedic program and quantify results, make changes, and look for ways to provide new services.</li> </ul> | <p><b>TOP PRIORITY</b></p> <p><b>THE ALPHA LOOP AND GREENWAY</b></p> <ul style="list-style-type: none"> <li>Our city is mobile. Extending the Alpha Loop remains an important focus of our transportation network.</li> <li>We are driven to connect the Alpha Loop with the Greenway with the design and construction of the Alpha Link.</li> </ul> | <p><b>TOP PRIORITY</b></p> <p><b>DOWNTOWN ALPHARETTA</b></p> <ul style="list-style-type: none"> <li>Safety is fundamental to a vibrant downtown. We are mindful of our image and will constantly be driven to provide a safe environment and an excellent experience.</li> <li>Parking management allows many to enjoy downtown. We will identify and implement parking management strategies that maximize our current parking resources.</li> <li>Support of our businesses. We will work with the downtown district to identify mid-term and long-term options to maintain the character, cleanliness, and desirability of downtown.</li> <li>Care for those less fortunate. We recognize the cure for homelessness is a home, and we will provide services that encourage rapid rehousing, wrap around services, and support.</li> </ul> | <p><b>TOP PRIORITY</b></p> <p><b>COMMUNICATIONS THAT CONNECT</b></p> <ul style="list-style-type: none"> <li>Telling our story is important, and we will form an internal communications team as a first step.</li> <li>Through talented communicators, we will create a new communications strategy and create a crisis communications plan.</li> <li>We will explore staff augmentation services to further our communications strategy.</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|







# FISCAL YEAR 2024 CITY COUNCIL PRIORITIES AND ANNUAL ACTION PLAN

## PRIORITY

### RECREATION, PARKS, AND CULTURE

- Parks are valued assets in our city, and we will continue to deliver on park bond projects
- We will place a focus on building access to Farmhouse Heritage Park and will evaluate existing conditions of zoning/development agreements while also exploring alternative means of providing parking.
- At Webb Bridge Park, we will pursue a new sanitary sewer connection to reduce future maintenance at one of the park's most used public restrooms.
- At Wills Park, we will continue to work with the equestrian community to finish arena projects and facility remodeling.

## PRIORITY

### INFRASTRUCTURE AND FACILITIES MAINTENANCE

- Long term maintenance of our facilities will be a focus. Beginning with Fire Stations 82 and 84, we will conduct assessments of all City facilities, formulate recommendations, create construction plans, and begin the work of modernizing our facilities.
- Managing stormwater is important in our city, and we will continue investing in projects in areas with high impact opportunities.

## PRIORITY

### TRANSPORTATION AND TRAFFIC

- Our city is on the move, and we recognize the importance of managing traffic and the ability to move around with ease.
- We support multi-modal transportation options. We will seek out traditional and non-traditional transportation solutions on the surface, underground, and in the air.
- Public transit is a component of a community that moves, and we will continue to support bus rapid transit and mobility in the Georgia 400 Corridor.

## PRIORITY

### PEOPLE FOCUSED WORKFORCE

- Our city is comprised of a talented staff. It is important that we focus on recruiting, retaining, and rewarding our public servants.
- We will create a 'fix it and forget it' formula for calculating compensation that is competitive in the market and affirms our position as an employer of choice.

## PRIORITY

### ECONOMIC DEVELOPMENT

- We desire to attract new businesses and industries to the city. In the right circumstances, we support repurposing of areas less used today as working models have evolved.
- A presence in Atlanta and Washington DC is important, and we will seek lobbying services to assist in both places.
- Grants fund grants, and we will actively pursue funding opportunities for the city in this manner.







# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### Alcoholic Beverage License Application

*Consideration of approval of the following alcoholic beverage license application:*

#### 1. PH-23-AB-13 Alpharetta Revolving Sushi Factory, Inc. 865 North Main Street, #108 Alpharetta, GA 30009

Restaurant

Consumption on Premises

Adding Distilled Spirits, Beer, Wine & Sunday Sales to an existing license

Owner: Alpharetta Revolving Sushi Factory, Inc.

Registered Agent: Scott Hamilton

## STAFF RECOMMENDATION:

## 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 Application was heard and considered during a virtual Alcohol License Public Hearing on Monday, June 19, 2023. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

## ALTERNATIVES:

## ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 6-19-2023



# ALCOHOL LICENSE PUBLIC HEARING

## JUNE 19, 2023

ALPHARETTA CITY CLERK'S OFFICE  
VIRTUAL MEETING VIA ZOOM

CITY CLERK: [LSHAPIRO@ALPHARETTA.GA.US](mailto:LSHAPIRO@ALPHARETTA.GA.US)  
ASSISTANT CITY CLERK: [KVANHORN@ALPHARETTA.GA.US](mailto: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: 865 6316 5327

### 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
- Jacob O'Donnell, Code Enforcement Supervisor
- Bret Schroeder, Code Enforcement Manager
- Scott Hamilton, Registered Agent for the applicant
- Zhi Liang Zhang (Alex), Owner

### IV. PUBLIC HEARING

A. PH-23-AB-13 Alpharetta Revolving Sushi Factory, Inc.  
865 North Main Street #108  
Alpharetta, GA 30009

Restaurant

Consumption on Premises

Adding Distilled Spirits to an existing Beer, Wine & Sunday Sales License

Owner: Alpharetta Revolving Sushi Factory, Inc.

Registered Agent: Scott Hamilton

- Scott Hamilton, registered agent and residing at 1080 Heyward Way, Alpharetta, GA 30009, was on the call. Zhi Liang Zhang, owner and residing at 582 Jackson Ridge Drive, Kennesaw, GA 30144, was also on the call.
- Mr. Hamilton stated this restaurant serves sushi on a conveyer belt. They have an existing beer, wine & Sunday Sales license and wish to add distilled spirits.

- Mr. Hamilton stated there is existing training in place for employees serving alcohol and will continue to train any new employees.
- Ms. Shapiro reminded the applicant anyone serving or taking alcohol orders are required to having a pouring permit.
- Officer O'Donnell 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, June 26, 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 2:11 p.m.

Respectfully submitted,

*Kiersten VanHorn*

Kiersten VanHorn, Assistant City Clerk



# STAFF REPORT

Department: Finance  
Submitted By: Shawn Mitchell  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### Financial Management Report (Month Ending April 30, 2023)

*Approval of the Financial Management Report for the month ending April 30, 2023.*

## STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending April 30, 2023 (period 10 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 April 30, 2023 as part of the consent agenda and remove this item from the consent agenda.

## ATTACHMENTS:

1. FY 2023 Financial Management Report (10-April)

# Financial Management Reports



**for the month ending  
April 30, 2023  
(period 10 of 12 – unaudited)**

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

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

# Financial Management Reports

## Fiscal Year 2023

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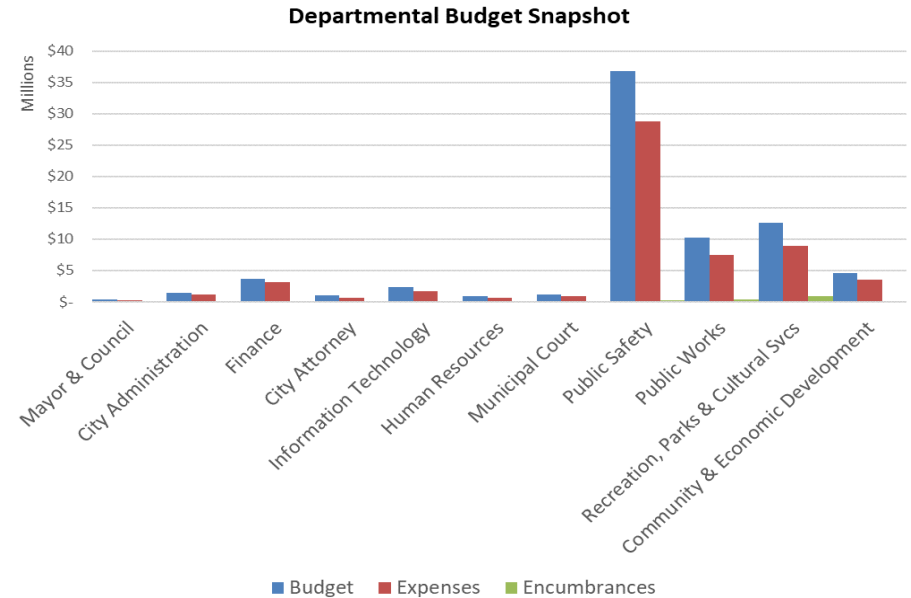
# CITY OF ALPHARETTA

Financial Management Reports  
Performance Dashboard  
For the month ended April 30, 2023

| LEGEND |          |
|--------|----------|
| ↑      | Positive |
| ↔      | Neutral  |
| ↓      | Negative |

## GENERAL FUND DETAIL

| Revenues                                                                                                      | Performance Status | Forecasted Gain/Loss |
|---------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| Top-10                                                                                                        |                    |                      |
| Property Taxes (current year)                                                                                 | ↑                  | \$1,350,000          |
| Property Taxes (delinquent/MV Title Fees)                                                                     | ↑                  | \$673,500            |
| Local Option Sales Tax                                                                                        | ↑                  | \$2,314,927          |
| Franchise Tax                                                                                                 | ↔                  | (\$287,335)          |
| Alcohol Beverage Excise Tax                                                                                   | ↑                  | \$425,000            |
| Building Permit Fees                                                                                          | ↑                  | \$150,000            |
| Business and Occupational Tax                                                                                 | ↑                  | \$125,000            |
| Court/Traffic Fines                                                                                           | ↑                  | \$930,000            |
| Recreation/Special Event Fees                                                                                 | ↓                  | (\$562,857)          |
| Hotel/Motel Tax (City portion)                                                                                | ↑                  | \$750,000            |
| Other Revenues                                                                                                | ↑                  | \$300,231            |
| Minimum Surplus Goal Needed to Fund Capital:<br>(\$15M Annual Capital Need less \$4M allocated in the budget) |                    | \$11M                |
| Less: Projected Revenue Gain                                                                                  |                    | (\$6.2M)             |
| Less: Projected Expenditure Savings                                                                           |                    | (\$3.5M)             |
| Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:                                                    |                    | (\$1.3M)             |



## FUND SYNOPSIS

|                                 | Revenue | Expenses | Non-Allocated |
|---------------------------------|---------|----------|---------------|
| General Fund (1)                | ↑       | ↑        | \$687,857     |
| Special Revenue Funds           |         |          |               |
| Confiscated Assets Fund (DEA)   | ↔       | ↔        | \$229,254     |
| Confiscated Assets Fund (State) | ↔       | ↔        | \$0           |
| Emergency 911 Fund (1)          | ↔       | ↔        | \$452,552     |
| Impact Fee Fund                 | ↔       | ↔        | \$137,271     |
| Hotel/Motel Fund (1)            | ↑       | ↑        | \$586,022     |
| Debt Service Fund               | ↑       | ↑        | \$778,397     |
| Proprietary Funds               |         |          |               |
| Solid Waste Fund (2)            | ↔       | ↔        | \$29,520      |
| Risk Management Fund            | ↔       | ↔        | \$1,112,193   |
| 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)              | \$1,819,709   |
| Stormwater Capital Fund               | \$72,863      |
| Series 2016 Bond Fund (Parks)         | \$0           |
| 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 (25%)**

**Emergency 911 Fund**

**\$1.25M (25%)**

**Sanitation Fund**

**\$116K (2%)**

rate adj. improving reserve

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact 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: JUNE 26, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF APRIL 30, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending April 30, 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 \$80 million (net of Carryforward Fund Balance totaling \$13 million). As of April 30, 2023, actual revenue collections total 95% or \$75 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of \$6.2 million with the detail as follows:

|                                             |                        |
|---------------------------------------------|------------------------|
| • Property Taxes (current year):            | \$ 1,350,000           |
| • Property Taxes (prior-year/delinquent):   | 208,500                |
| • Property Taxes (motor vehicle tax/title): | 465,000                |
| • LOST:                                     | 2,314,927              |
| • Franchise Tax:                            | (287,335)              |
| • Alcohol Beverage Excise Taxes:            | 425,000                |
| • Building Permit Fees:                     | 150,000                |
| • Business and Occupational Taxes:          | 125,000                |
| • Court/Traffic Fines:                      | 930,000                |
| • Recreation/Special Event Fees:            | (562,857)              |
| • Hotel Taxes:                              | 750,000                |
| • Other:                                    | <u>300,231</u>         |
| Estimated Gain:                             | \$ 6,168,466 (rounded) |

Motor Vehicle Title Fee collections is trending 28% higher than FY 2022 (\$3.1 million). Collection estimates for FY 2023 total \$3.5 million (\$450,000 greater than budget).

Local Option Sales Tax collections is trending 7% higher than FY 2022 (\$20.6 million). Collection estimates for FY 2023 total \$21.5 million which is \$2.3 million greater than budget.

MAYOR  
JIM GILVIN

MAYOR PRO TEM  
DAN MERKEL

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

CITY  
ADMINISTRATOR  
CHRIS LAGERBLOOM



Franchise Tax collections for electricity represent 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 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 \$6.8 million which is \$287,335 less than budget.

Alcohol Beverage Excise Tax collections is trending 9% higher than FY 2022 (\$2.8 million). Collection estimates for FY 2023 total \$3 million (\$425,000 greater than budget).

Building Permit Fee collections is trending higher than FY 2022 (\$2 million) through April 30<sup>th</sup> but has trailed 2022 trends in May and June (partial). Collection estimates for FY 2023 total \$2 million (\$150,000 greater than budget).

Collections for Municipal Court Fines is trending 35% higher than FY 2022. Current estimates for FY 2023 total \$2 million which is \$350,000 greater than budget. Collections for School Zone Speed Citations is trending -8% lower than FY 2022 and is estimated to generate \$1.3 million which is \$600,000 greater than budget.

Recreation/Special Event fee collections exceed budget estimates for multiple accounts including non-resident fees, art program fees, Alpharetta Community Center program fees, etc. That said, revenue estimates for multiple other sources will most likely trail budget estimates and these sources include athletics, Wills Park Recreation Center, and equestrian center (due in part to active construction).

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 April 30, 2023, city departments (not including General Government<sup>1</sup>) have encumbered and expensed 78%, or \$58.7 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 15 vacancies within General Fund departments as of May 2023).

**Contingency:** The General Fund contingency balance totals \$687,857.

---

<sup>1</sup> 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 \$155,612. Remaining appropriations are set aside for a non-allocated reserve (\$20,675).

**Capital Grants Fund (Fund 340):** Unspent/unencumbered project appropriations (net) total \$420,131.

**General Capital Project Fund (Fund 301):** Unspent/unencumbered project appropriations total \$5.1 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.8 million).

**Stormwater Capital Fund (Fund 302):** Unspent/unencumbered project appropriations total \$4.1 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 \$582,937.

**Series 2016 Parks and Transportation Bond Fund (Fund 317):** Remaining proceeds have been substantially spent and the Fund is in process to be closed-out in FY 2023.

**Series 2022 Parks Bond Fund (Fund 318):** Unspent/unencumbered project appropriations total \$24.5 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 \$26.7 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 \$28 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 \$9.5 million which is \$2 million greater than budget.

**Solid Waste Fund:** FY 2023 revenues are currently budgeted at \$6.1 million. As of April 30, 2023, the city has collected \$5.1 million representing the 1<sup>st</sup> – 4<sup>th</sup> quarter advanced billings and is on target. Budget for 2023 (revenue/expense) included the annualized estimate of glass service which has been discontinued. As such, actuals will be under budget for both revenue and expenditures but sufficient to cover operational needs within the Solid Waste Fund.

### 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 April 30, 2023 are as follows:

|                          | Budget   | Expenditures | Available Balance |
|--------------------------|----------|--------------|-------------------|
| Mayor: Jim Gilvin        | \$ 7,200 | \$ 4,579     | \$ 2,621          |
| Post #1: Donald Mitchell | \$ 4,000 | \$ 183       | \$ 3,817          |
| Post #2: Brian Will      | \$ 4,000 | \$ 242       | \$ 3,758          |
| Post #3: Doug DeRito     | \$ 4,000 | \$ 155       | \$ 3,845          |
| Post #4: John Hipes      | \$ 4,000 | \$ 2,445     | \$ 1,555          |
| Post #5: Jason Binder    | \$ 4,000 | \$ 88        | \$ 3,912          |
| Post #6: Dan Merkel      | \$ 4,000 | \$ 613       | \$ 3,387          |

### Development Authority<sup>2</sup> (Component Reporting Unit)

As of April 30, 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.

<sup>2</sup> 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 April 30, 2023

|                                | Current Fiscal Year  |                      |                |                      |                     | Prior Fiscal Year    |                      |                |
|--------------------------------|----------------------|----------------------|----------------|----------------------|---------------------|----------------------|----------------------|----------------|
|                                | 2023<br>Budget       | 2023<br>YTD          | %<br>Collected | 2023<br>Estimated    | Variance            | 2022<br>Actual       | 2022<br>YTD          | %<br>Collected |
| <b>Top 10 Revenues:</b>        |                      |                      |                |                      |                     |                      |                      |                |
| Property Taxes                 |                      |                      |                |                      |                     |                      |                      |                |
| Current Year                   | \$ 26,300,000        | \$ 27,260,009        | 103.7%         | \$ 27,650,000        | \$ 1,350,000        | \$ 26,738,657        | \$ 26,637,329        | 99.6%          |
| Delinquent                     | 147,000              | 473,170              | 321.9%         | 355,500              | 208,500             | 167,407              | 87,999               | 52.6%          |
| Motor Vehicle Tax              | 55,000               | 60,261               | 109.6%         | 70,000               | 15,000              | 79,585               | 56,342               | 70.8%          |
| Motor Vehicle Title Fee        | 3,000,000            | 2,557,855            | 85.3%          | 3,450,000            | 450,000             | 3,142,797            | 2,002,931            | 63.7%          |
| Local Option Sales Tax         | 19,185,073           | 16,172,964           | 84.3%          | 21,500,000           | 2,314,927           | 20,552,835           | 15,115,362           | 73.5%          |
| Franchise Tax                  | 7,100,000            | 6,213,877            | 87.5%          | 6,812,665            | (287,335)           | 6,634,631            | 6,072,589            | 91.5%          |
| Insurance Premium Tax          | 5,418,627            | 5,418,627            | 100.0%         | 5,418,627            | 0                   | 4,759,402            | 4,759,402            | 100.0%         |
| Alcohol Beverage Excise Tax    | 2,575,000            | 2,153,132            | 83.6%          | 3,000,000            | 425,000             | 2,764,435            | 1,980,551            | 71.6%          |
| Building Permit Fees           | 1,850,000            | 1,779,999            | 96.2%          | 2,000,000            | 150,000             | 1,987,196            | 1,541,786            | 77.6%          |
| Business and Occupational Tax  | 1,000,000            | 1,062,822            | 106.3%         | 1,125,000            | 125,000             | 1,063,180            | 1,011,903            | 95.2%          |
| Court/Traffic Fines            | 2,370,000            | 2,878,777            | 121.5%         | 3,300,000            | 930,000             | 2,970,763            | 2,473,993            | 83.3%          |
| Recreation/Special Event Fees  | 3,324,165            | 2,338,730            | 70.4%          | 2,761,308            | (562,857)           | 2,566,047            | 2,075,244            | 80.9%          |
| Hotel/Motel Tax (City portion) | 2,812,500            | 2,286,107            | 81.3%          | 3,562,500            | 750,000             | 2,975,786            | 2,029,822            | 68.2%          |
| subtotal                       | \$ 75,137,365        | \$ 70,656,329        | 94.0%          | \$ 81,005,600        | \$ 5,868,235        | \$ 76,402,722        | \$ 65,845,254        | 86.2%          |
| <b>Other Revenues</b>          | 5,026,689            | 4,794,315            | 95.4%          | 5,326,920            | 300,231             | 4,743,356            | 3,849,498            | 81.2%          |
| <b>Total Revenues</b>          | <b>\$ 80,164,054</b> | <b>\$ 75,450,644</b> | <b>94.1%</b>   | <b>\$ 86,332,520</b> | <b>\$ 6,168,466</b> | <b>\$ 81,146,078</b> | <b>\$ 69,694,752</b> | <b>85.9%</b>   |
| 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 April 30, 2023

**Expenditures by Department:**

|                                   | Current Fiscal Year |                      |                    |                    |                |           | Prior Fiscal Year    |                    |           |
|-----------------------------------|---------------------|----------------------|--------------------|--------------------|----------------|-----------|----------------------|--------------------|-----------|
|                                   | 2023<br>Budget      | 2023<br>Encumbrances | 2023<br>Exp. (YTD) | Funds<br>Available | %<br>Enc./Exp. | %<br>Exp. | 2022<br>Exp. (Total) | 2022<br>Exp. (YTD) | %<br>Exp. |
| Mayor & Council                   | \$ 399,287          | \$ 2,993             | \$ 268,048         | \$ 128,246         | 67.9%          | 67.1%     | \$ 350,347           | \$ 293,199         | 83.7%     |
| City Administration               | 1,478,133           | 9,105                | 1,151,257          | 317,771            | 78.5%          | 77.9%     | 1,440,308            | 1,248,368          | 86.7%     |
| Finance                           | 3,698,826           | 16,202               | 3,089,793          | 592,831            | 84.0%          | 83.5%     | 3,451,127            | 2,906,691          | 84.2%     |
| City Attorney                     | 1,100,000           | 15,000               | 608,900            | 476,100            | 56.7%          | 55.4%     | 1,062,905            | 608,925            | 57.3%     |
| Information Technology            | 2,397,117           | 20,358               | 1,701,825          | 674,934            | 71.8%          | 71.0%     | 1,894,045            | 1,540,718          | 81.3%     |
| Human Resources                   | 855,513             | 9,597                | 618,102            | 227,813            | 73.4%          | 72.2%     | 606,075              | 493,131            | 81.4%     |
| Municipal Court                   | 1,148,200           | 22,489               | 904,852            | 220,859            | 80.8%          | 78.8%     | 1,080,027            | 869,704            | 80.5%     |
| Public Safety                     | 36,784,627          | 295,445              | 28,785,160         | 7,704,021          | 79.1%          | 78.3%     | 32,217,831           | 26,434,086         | 82.0%     |
| Public Works                      | 10,211,073          | 408,288              | 7,439,028          | 2,363,757          | 76.9%          | 72.9%     | 8,853,638            | 6,949,824          | 78.5%     |
| Recreation, Parks & Cultural Svcs | 12,642,458          | 865,655              | 8,912,987          | 2,863,816          | 77.3%          | 70.5%     | 10,281,112           | 7,716,994          | 75.1%     |
| Community & Economic Development  | 4,631,115           | 50,482               | 3,537,889          | 1,042,744          | 77.5%          | 76.4%     | 4,081,289            | 3,330,353          | 81.6%     |
| subtotal                          | \$ 75,346,349       | \$ 1,715,614         | \$ 57,017,843      | \$ 16,612,892      | 78.0%          | 75.7%     | \$ 65,318,703        | \$ 52,391,992      | 80.2%     |
| General Government:               |                     |                      |                    |                    |                |           |                      |                    |           |
| Insurance Premiums (Risk)         | \$ 823,300          | \$ -                 | \$ 686,083         | \$ 137,217         | 83.3%          | 83.3%     | \$ 779,750           | \$ 649,792         | 83.3%     |
| Gwinnett Tech Bond P&I            | 288,640             | -                    | 288,640            | -                  | 100.0%         | 100.0%    | 289,640              | 289,640            | 100.0%    |
| Transfer(s) to other Funds        | 15,639,800          | -                    | 13,033,167         | 2,606,633          | 83.3%          | 83.3%     | 7,486,799            | 6,238,999          | 83.3%     |
| Contingency                       | 705,765             | 2,000                | 15,908             | 687,857            | 2.5%           | 2.3%      | 60,167               | 56,842             | 94.5%     |
| subtotal                          | \$ 17,457,505       | \$ 2,000             | \$ 14,023,798      | \$ 3,431,707       | 80.3%          | 80.3%     | \$ 8,616,356         | \$ 7,235,273       | 84.0%     |
| Total Expenditures                | \$ 92,803,854       | \$ 1,717,614         | \$ 71,041,641      | \$ 20,044,599      | 78.4%          | 76.6%     | \$ 73,935,059        | \$ 59,627,265      | 80.6%     |



**CITY OF ALPHARETTA**  
 Financial Management Reports  
 General Fund (unaudited)  
Expenditure Summary by Category  
 As of April 30, 2023

|                                  | Current Fiscal Year |                      |                    |                    |                |           | Prior Fiscal Year    |                    |           |
|----------------------------------|---------------------|----------------------|--------------------|--------------------|----------------|-----------|----------------------|--------------------|-----------|
|                                  | 2023<br>Budget      | 2023<br>Encumbrances | 2023<br>Exp. (YTD) | Funds<br>Available | %<br>Enc./Exp. | %<br>Exp. | 2022<br>Exp. (Total) | 2022<br>Exp. (YTD) | %<br>Exp. |
| <b>Expenditures by Category:</b> |                     |                      |                    |                    |                |           |                      |                    |           |
| Salaries & Benefits:             |                     |                      |                    |                    |                |           |                      |                    |           |
| (1) Regular Salaries             | \$ 33,368,718       | \$ -                 | \$ 24,902,188      | \$ 8,466,530       | 74.6%          | 74.6%     | \$ 28,833,638        | \$ 22,741,768      | 78.9%     |
| Overtime                         | 2,192,413           | -                    | 2,306,797          | (114,384)          | 105.2%         | 105.2%    | 2,452,865            | 1,888,837          | 77.0%     |
| Group Insurance                  | 10,080,112          | -                    | 7,009,268          | 3,070,844          | 69.5%          | 69.5%     | 8,085,777            | 6,824,475          | 84.4%     |
| FICA and Social Security         | 2,707,687           | -                    | 1,983,215          | 724,472            | 73.2%          | 73.2%     | 2,277,379            | 1,787,096          | 78.5%     |
| Defined Benefit Pension          | 2,869,712           | -                    | 2,869,712          | -                  | 100.0%         | 100.0%    | 2,818,660            | 2,818,660          | 100.0%    |
| 401(A) Retirement/Match          | 2,971,249           | -                    | 2,256,058          | 715,191            | 75.9%          | 75.9%     | 2,548,264            | 2,045,442          | 80.3%     |
| (2) Other                        | 1,580,216           | -                    | 1,398,974          | 181,242            | 88.5%          | 88.5%     | 1,402,233            | 1,260,682          | 89.9%     |
| subtotal                         | \$ 55,770,107       | \$ -                 | \$ 42,726,213      | \$ 13,043,894      | 76.6%          | 76.6%     | \$ 48,418,816        | \$ 39,366,960      | 81.3%     |
| Maintenance & Operations:        |                     |                      |                    |                    |                |           |                      |                    |           |
| Professional Services            | \$ 3,202,720        | \$ 393,462           | \$ 2,105,371       | \$ 703,887         | 78.0%          | 65.7%     | \$ 2,848,177         | \$ 2,207,929       | 77.5%     |
| Legal Services                   | 1,100,000           | 15,000               | 608,900            | 476,100            | 56.7%          | 55.4%     | 1,062,905            | 608,925            | 57.3%     |
| Vehicle Fuel/Maintenance         | 1,083,880           | 3,595                | 1,023,312          | 56,974             | 94.7%          | 94.4%     | 1,237,660            | 962,131            | 77.7%     |
| Maintenance Contracts            | 3,823,752           | 670,064              | 2,809,834          | 343,854            | 91.0%          | 73.5%     | 3,005,871            | 2,121,062          | 70.6%     |
| IT Professional Services         | 2,544,848           | 339,212              | 2,006,856          | 198,780            | 92.2%          | 78.9%     | 1,962,573            | 1,709,784          | 87.1%     |
| General Supplies                 | 1,037,182           | 86,044               | 728,437            | 222,700            | 78.5%          | 70.2%     | 893,611              | 686,165            | 76.8%     |
| Utilities                        | 2,911,941           | -                    | 2,129,135          | 782,806            | 73.1%          | 73.1%     | 2,748,597            | 2,061,675          | 75.0%     |
| Insurance Premiums (Risk)        | 823,300             | -                    | 686,083            | 137,217            | 83.3%          | 83.3%     | 779,750              | 649,792            | 83.3%     |
| Other                            | 3,194,286           | 208,237              | 2,217,409          | 768,640            | 75.9%          | 69.4%     | 2,462,929            | 1,959,501          | 79.6%     |
| subtotal                         | \$ 19,721,909       | \$ 1,715,614         | \$ 14,315,338      | \$ 3,690,957       | 81.3%          | 72.6%     | \$ 17,002,074        | \$ 12,966,963      | 76.3%     |
| Capital:                         |                     |                      |                    |                    |                |           |                      |                    |           |
| OSSI/Fire Truck Leases           | \$ 659,858          | \$ -                 | \$ 659,852         | \$ 6               | 100.0%         | 100.0%    | \$ 675,893           | \$ 707,690         | 104.7%    |
| Other                            | 17,775              | -                    | 2,525              | 15,250             | 14.2%          | 14.2%     | 1,671                | 171                | 10.2%     |
| subtotal                         | \$ 677,633          | \$ -                 | \$ 662,376         | \$ 15,257          | 97.7%          | 97.7%     | \$ 677,563           | \$ 707,861         | 104.5%    |
| General Government:              |                     |                      |                    |                    |                |           |                      |                    |           |
| Gwinnett Tech Bond P&I           | \$ 288,640          | \$ -                 | \$ 288,640         | \$ -               | 100.0%         | 100.0%    | \$ 289,640           | \$ 289,640         | 100.0%    |
| Transfer(s) to other Funds       | 15,639,800          | -                    | 13,033,167         | 2,606,633          | 83.3%          | 83.3%     | 7,486,799            | 6,238,999          | 83.3%     |
| Contingency                      | 705,765             | 2,000                | 15,908             | 687,857            | 2.5%           | 2.3%      | 60,167               | 56,842             | 94.5%     |
| subtotal                         | \$ 16,634,205       | \$ 2,000             | \$ 13,337,715      | \$ 3,294,490       | 80.2%          | 80.2%     | \$ 7,836,606         | \$ 6,585,482       | 84.0%     |
| Total Expenditures               | \$ 92,803,854       | \$ 1,717,614         | \$ 71,041,641      | \$ 20,044,599      | 78.4%          | 76.6%     | \$ 73,935,059        | \$ 59,627,265      | 80.6%     |

**Notes:**

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





# **GRANT AND CAPITAL FUNDS**

## **Revenue & Expenditure Reports**



# CITY OF ALPHARETTA

## Financial Management Reports

### Grant Funds

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

As of April 30, 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 |
| <b>Revenues</b>                                  |                                     |                                   |                    |                        |                         |                |                            |              |                  |
| <b>City Administration</b>                       |                                     |                                   |                    |                        |                         |                |                            |              |                  |
| 22013230-371000                                  | C2100 MURAL ART PROJECT             | 15,915                            | 15,915             | \$ -                   | \$ -                    | \$ -           | \$ -                       |              | \$ -             |
|                                                  | <b>subtotal</b>                     |                                   |                    | \$ -                   | \$ -                    | \$ -           | \$ -                       |              | \$ -             |
| <b>Public Safety</b>                             |                                     |                                   |                    |                        |                         |                |                            |              |                  |
| 22031150-331110                                  | C1730 2017 BULLETPROOF VEST (DOJ)   | 13,179                            | 12,462             | \$ -                   | \$ 717                  | \$ 717         | \$ -                       |              | \$ 717           |
| 22031150-331110                                  | C1831 2018 BULLETPROOF VEST (DOJ)   | 15,375                            | 7,314              | -                      | 8,061                   | 8,061          | -                          |              | 8,061            |
| 22031150-331110                                  | C2018 2019 BULLETPROOF VEST (DOJ)   | 19,188                            | 3,353              | -                      | 15,835                  | 15,835         | -                          |              | 15,835           |
| 22031150-331110                                  | C2059 2020 BULLETPROOF VEST (DOJ)   | 17,159                            | -                  | -                      | 17,159                  | 17,159         | 4,135                      |              | 13,024           |
| 22031150-331110                                  | C2115 2021 BULLETPROOF VEST (DOJ)   | 11,624                            | -                  | -                      | 11,624                  | 11,624         | -                          |              | 11,624           |
| 22031150-331110                                  | C2243 2022 BULLETPROOF VEST (DOJ)   | 27,408                            | -                  | -                      | 27,408                  | 27,408         | -                          |              | 27,408           |
| 22031150-371000                                  | C2310 ALPHA BUS. ASSOC. K-9         | 17,000                            | -                  | -                      | 17,000                  | 17,000         | 17,000                     |              | -                |
| 23031150-331110                                  | C2311 2022 JUSTICE ASSISTANCE GRANT | 10,135                            | -                  | -                      | 10,135                  | 10,135         | -                          |              | 10,135           |
|                                                  | <b>subtotal</b>                     |                                   |                    | \$ -                   | \$ 107,939              | \$ 107,939     | \$ 21,135                  |              | \$ 86,804        |
| <b>Recreation, Parks &amp; Cultural Services</b> |                                     |                                   |                    |                        |                         |                |                            |              |                  |
| 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)        | 3,063                             | 2,248              | -                      | 815                     | 815            | 815                        |              | 0                |
| 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          | 2,610                      |              | (435)            |
|                                                  | <b>subtotal</b>                     |                                   |                    | \$ -                   | \$ 72,990               | \$ 72,990      | \$ 73,425                  |              | \$ (435)         |
| <b>General Government</b>                        |                                     |                                   |                    |                        |                         |                |                            |              |                  |
| 22090200-361000                                  | INTEREST EARNINGS                   |                                   |                    | \$ -                   | \$ -                    | \$ -           | \$ 3,043                   |              | \$ (3,043)       |
| 22090200-362000                                  | REALIZED GAIN/LOSS ON INVS          |                                   |                    | -                      | -                       | -              | (259)                      |              | 259              |
| 22090200-363000                                  | UNREALIZED GAIN/LOSS                |                                   |                    | -                      | -                       | -              | (128)                      |              | 128              |
| 22090200-395000                                  | CARRYFORWARD FUND BALANCE           |                                   |                    | -                      | 117,013                 | 117,013        | -                          |              | 117,013          |
|                                                  | <b>subtotal</b>                     |                                   |                    | \$ -                   | \$ 117,013              | \$ 117,013     | \$ 2,657                   |              | \$ 114,356       |
|                                                  | <b>Total</b>                        |                                   |                    | \$ -                   | \$ 297,942              | \$ 297,942     | \$ 97,216                  |              | \$ 200,726       |



# CITY OF ALPHARETTA

## Financial Management Reports

### Grant Funds

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

As of April 30, 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                          |         |                               |         |                                   |                    |                        |                         |                |                            |              |                  |
| 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                  | 24,346         | -                          | 1,702        |                  |
| 22031150-542100                       | C2115   | 2021 BULLETPROOF VEST (DOJ)   | 23,248  | -                                 | -                  | 23,248                 | 23,248                  | 15,268         | -                          | 7,980        |                  |
| 22031150-542100                       | C2243   | 2022 BULLETPROOF VEST (DOJ)   |         |                                   | -                  | 54,816                 | 54,816                  | -              | -                          | 54,816       |                  |
| 22031150-521200                       | C2310   | ALPHA BUS. ASSOC K-9          | 17,000  | -                                 | -                  | 17,000                 | 17,000                  | -              | -                          | 17,000       |                  |
| 223031150-531600                      | C2311   | 2022 JUSTICE ASSISTANCE GRANT |         |                                   | -                  | 10,135                 | 10,135                  | 5,680          | -                          | 4,455        |                  |
|                                       |         | subtotal                      |         |                                   | \$ -               | \$ 172,849             | \$ 172,849              | \$ 45,294      | \$ -                       | \$ 127,555   |                  |
| 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)        | 3,064   | 1,604                             | -                  | 1,460                  | 1,460                   | 1,166          | -                          | 294          |                  |
| 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                   | -              | 4,095                      | 905          |                  |
| 22061150-521200                       | C2306   | FULTON COUNTY ARTS & CULTURE  | 15,000  | -                                 | -                  | 15,000                 | 15,000                  | 7,065          | 450                        | 7,485        |                  |
| 22061150-521200                       | C2308   | MUSIC MATCH APPLICATIONS      | 2,175   | -                                 | -                  | 2,175                  | 2,175                   | 2,175          | -                          | -            |                  |
|                                       |         | subtotal                      |         |                                   | \$ -               | \$ 90,003              | \$ 90,003               | \$ 70,916      | \$ 5,445                   | \$ 13,642    |                  |
| Non-Allocated                         |         |                               |         |                                   |                    |                        |                         |                |                            |              |                  |
| 22090200-579000                       |         | CONTINGENCY                   |         |                                   | \$ -               | \$ 20,675              | \$ 20,675               | \$ -           | \$ -                       | \$ 20,675    |                  |
| 22090200-579011                       |         | MATCH (GRANTS UNDER REVIEW)   |         |                                   | -                  | -                      | -                       | -              | -                          | -            |                  |
|                                       |         | subtotal                      |         |                                   | \$ -               | \$ 20,675              | \$ 20,675               | \$ -           | \$ -                       | \$ 20,675    |                  |
|                                       |         |                               |         |                                   |                    |                        |                         |                |                            |              |                  |
|                                       |         | Total                         |         |                                   | \$ -               | \$ 297,942             | \$ 297,942              | \$ 116,210     | \$ 5,445                   | \$ 176,287   |                  |



**CITY OF ALPHARETTA**  
 Financial Management Reports  
 Grant Funds  
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)  
 As of April 30, 2023

|                                       |         |                                   | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                |                            |              | Available Budget |
|---------------------------------------|---------|-----------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
|                                       |         |                                   | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances |                  |
| 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   | \$ 1,852,318               |              | \$ 1,700,001     |
| Recreation, Parks & Cultural Services |         |                                   |                                   |                    |                        |                         |                |                            |              |                  |
| 30161150-371000                       | C2248   | CITY AGRICULTURE PLAN (FOOD WELL) | 75,000                            | -                  | \$ -                   | \$ 75,000               | \$ 75,000      | \$ 75,000                  |              | \$ -             |
| subtotal                              |         |                                   |                                   |                    | \$ -                   | \$ 75,000               | \$ 75,000      | \$ 75,000                  |              | \$ -             |
| Community Development                 |         |                                   |                                   |                    |                        |                         |                |                            |              |                  |
| 34074150-331350                       | C2107   | NORTH POINT PKWY IMP              | 1,667,000                         | 663,593            | \$ -                   | \$ 1,003,407            | \$ 1,003,407   | \$ 244,916                 |              | \$ 758,491       |
| 34074150-331150                       | C2114   | S MAIN ST ARC STUDY               | 160,000                           | 34,800             | -                      | 125,200                 | 125,200        | 125,200                    |              | -                |
| subtotal                              |         |                                   |                                   |                    | \$ -                   | \$ 1,128,607            | \$ 1,128,607   | \$ 370,116                 |              | \$ 758,491       |
| General Government                    |         |                                   |                                   |                    |                        |                         |                |                            |              |                  |
| 34090200-361000                       |         | INTEREST EARNINGS                 |                                   |                    | \$ -                   | \$ -                    | \$ -           | \$ (3,383)                 |              | \$ 3,383         |
| 34090200-362000                       |         | REALIZED GAIN/LOSS ON INVS        |                                   |                    | -                      | -                       | -              | \$ (829)                   |              | 829              |
| 34090200-363000                       |         | UNREALIZED GAIN/LOSS              |                                   |                    | -                      | -                       | -              | (9,874)                    |              | 9,874            |
| 34090200-395000                       |         | CARRYFORWARD FUND BALANCE         |                                   |                    | -                      | 148,441                 | 148,441        | -                          |              | 148,441          |
| subtotal                              |         |                                   |                                   |                    | \$ -                   | \$ 148,441              | \$ 148,441     | \$ (14,085)                |              | \$ 162,526       |
|                                       |         |                                   |                                   |                    |                        |                         |                |                            |              |                  |
|                                       |         |                                   |                                   |                    |                        |                         |                |                            |              |                  |
| Total                                 |         |                                   |                                   |                    | \$ -                   | \$ 4,972,767            | \$ 4,972,767   | \$ 2,327,449               |              | \$ 2,645,318     |



# CITY OF ALPHARETTA

## Financial Management Reports

### Grant Funds

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

As of April 30, 2023

|                                       |         |                                   | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                |                            |              |              | Available Budget |
|---------------------------------------|---------|-----------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|--------------|------------------|
|                                       |         |                                   | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances |              |                  |
| 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      | 7,621                      | 443,204      | 549,175      |                  |
| 34041100-541430                       | C2249   | WILLS PARK BUFFER - EPD GRANT     | 200,000                           | -                  | -                      | 200,000                 | 200,000        | 119,415                    | 72,282       | 8,302        |                  |
| 34041100-541420                       | C2305   | ALPHALOOP (LANDWATER)             | 500,000                           | -                  | -                      | 500,000                 | 500,000        | -                          | 500,000      | -            |                  |
| subtotal                              |         |                                   |                                   |                    | \$ -                   | \$ 3,552,319            | \$ 3,552,319   | \$ 1,979,355               | \$ 1,015,487 | \$ 557,477   |                  |
| 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   | \$ 435,844                 | \$ 949,991   | \$ (205,208) |                  |
| 34074150-521200                       | C2114   | S MAIN ST ARC STUDY               | 160,000                           | 54,400             | -                      | 105,600                 | 105,600        | 105,600                    | -            | -            |                  |
| subtotal                              |         |                                   |                                   |                    | \$ -                   | \$ 1,286,227            | \$ 1,286,227   | \$ 541,444                 | \$ 949,991   | \$ (205,208) |                  |
| 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   | \$ 2,587,158               | \$ 1,965,478 | \$ 420,131   |                  |



**CITY OF ALPHARETTA**  
Financial Management Reports  
Capital Project Funds  
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)  
As of April 30, 2023

| Account #               |       |                                      | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                      |                            |              |                      |
|-------------------------|-------|--------------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------------|----------------------------|--------------|----------------------|
|                         |       |                                      | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget       | Collections / Expenditures | Encumbrances | Available Budget     |
| <b>Revenue</b>          |       |                                      |                                   |                    |                        |                         |                      |                            |              |                      |
| 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              | 268,744                    |              | 95,744               |
| 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)          | 245,454                           | -                  | -                      | 245,454                 | 245,454              | 245,453                    |              | 1                    |
| 30161150-371000         | C1926 | NORTHSIDE MOU (PARKS)                | 15,000                            | -                  | -                      | 15,000                  | 15,000               | 15,000                     |              | -                    |
| 30161150-371000         | C1929 | COMM AG PROGRAM                      | 70,667                            | 50,135             | -                      | 20,532                  | 20,532               | 22,440                     |              | (1,908)              |
| 30161150-371000         | C2010 | MEMORIAL-PARK ENHANCEMENTS           | 36,700                            | 11,100             | -                      | 25,600                  | 25,600               | 27,600                     |              | (2,000)              |
| 30161150-371000         | C2309 | WACKY WORLD 2.0 (DONATIONS)          | 154                               | -                  | -                      | 154                     | 154                  | 1,172                      |              | (1,018)              |
| 30174150-337000         | C0910 | TREE REPLACEMENT FUND (CONTRIBUTION) | 467,450                           | 467,450            | -                      | -                       | -                    | 20,650                     |              | (20,650)             |
| 30113230-336000         | C0924 | ECONOMIC DEVELOPMENT PLAN            | 37,500                            | -                  | -                      | 37,500                  | 37,500               | -                          |              | 37,500               |
|                         |       | <b>subtotal</b>                      |                                   |                    | <b>\$ -</b>            | <b>\$ 4,641,329</b>     | <b>\$ 4,641,329</b>  | <b>\$ 3,064,712</b>        |              | <b>\$ 1,576,617</b>  |
| <b>Non-Departmental</b> |       |                                      |                                   |                    |                        |                         |                      |                            |              |                      |
| 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           | 9,533,167                  |              | 1,906,633            |
| 30190200-363000         |       | UNREALIZED GAIN/LOSS INV             |                                   |                    | -                      | -                       | -                    | 16,586                     |              | (16,586)             |
| 30190200-362000         |       | REALIZED GAIN/LOSS INV               |                                   |                    | -                      | -                       | -                    | (18,658)                   |              | 18,658               |
| 30190200-361000         |       | INTEREST EARNINGS                    |                                   |                    | 155,000                | -                       | 155,000              | 215,190                    |              | (60,190)             |
|                         |       | <b>subtotal</b>                      |                                   |                    | <b>\$ 14,094,800</b>   | <b>\$ 6,101,350</b>     | <b>\$ 20,196,150</b> | <b>\$ 9,746,284</b>        |              | <b>\$ 10,449,866</b> |
|                         |       | <b>Total</b>                         |                                   |                    | <b>\$ 14,094,800</b>   | <b>\$ 10,742,679</b>    | <b>\$ 24,837,479</b> | <b>\$ 12,810,996</b>       |              | <b>\$ 12,026,483</b> |



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| Account #              |       | Project                      | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                |                            |              |                  |
|------------------------|-------|------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
|                        |       |                              | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances | Available Budget |
| 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                   | \$ 3,612     | \$ 3,153         |
| subtotal               |       |                              |                                   |                    | \$ -                   | \$ 8,742                | \$ 8,742       | \$ 1,977                   | \$ 3,612     | \$ 3,153         |
| Information Technology |       |                              |                                   |                    |                        |                         |                |                            |              |                  |
| 30117400-542400        | C0900 | CISCO DATA NETWORK           | 300,002                           | 189,138            | \$ -                   | \$ 110,864              | \$ 110,864     | \$ 109,264                 | \$ -         | \$ 1,600         |
| 30117400-542400        | C1000 | GIS AERIAL MAPPING           | 50,001                            | 48,284             | -                      | 1,717                   | 1,717          | 1,274                      | 442          | 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        | 350,149                    | 104,711      | 65,922           |
| 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        | 1,698                      | 246,854      | 21,264           |
| 30117400-544200        | C2300 | BUSINESS CONTINUITY STUDY    | 50,000                            | -                  | 50,000                 | -                       | 50,000         | -                          | -            | 50,000           |
| subtotal               |       |                              |                                   |                    | \$ 500,000             | \$ 1,321,600            | \$ 1,821,600   | \$ 474,886                 | \$ 598,688   | \$ 748,027       |
| Human Resources        |       |                              |                                   |                    |                        |                         |                |                            |              |                  |
| 30118450-542400/20     | C1222 | RECORDS MANAGEMENT           | 72,500                            | -                  | \$ 72,500              | \$ -                    | \$ 72,500      | \$ 18,788                  | \$ -         | \$ 53,712        |
| subtotal               |       |                              |                                   |                    | \$ 72,500              | \$ -                    | \$ 72,500      | \$ 18,788                  | \$ -         | \$ 53,712        |
| Municipal Court        |       |                              |                                   |                    |                        |                         |                |                            |              |                  |
| 30126550-542400        | C1222 | RECORDS MANAGEMENT           | 39,600                            | 32,900             | \$ -                   | \$ 6,700                | \$ 6,700       | \$ 2,800                   | \$ 3,900     | \$ -             |
| subtotal               |       |                              |                                   |                    | \$ -                   | \$ 6,700                | \$ 6,700       | \$ 2,800                   | \$ 3,900     | \$ -             |



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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)  
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|                 |         |                                                       |  | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                |                            |              |                  |
|-----------------|---------|-------------------------------------------------------|--|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
|                 |         |                                                       |  |                                   |                    | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances | Available Budget |
| Account #       | Project |                                                       |  | Total Project Authorization       | Prior Year Actuals |                        |                         |                |                            |              |                  |
| Public Safety   |         |                                                       |  |                                   |                    |                        |                         |                |                            |              |                  |
| 30131150-542200 | C1202   | FLEET REPLACEMENT                                     |  | 8,015,845                         | 6,142,656          | \$ 1,375,000           | \$ 498,189              | \$ 1,873,189   | \$ 59,322                  | \$ 1,813,867 | \$ 0             |
| 30131150-541300 | C1229   | PS ROOF REPAIR                                        |  | 1,197,111                         | 904,690            | 300,000                | (7,579)                 | 292,421        | 127,746                    | 164,469      | 206              |
| 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        | 187,415                    | 112,195      | 73,733           |
| 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        | 178,313                    | 85,690       | 6,571            |
| 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                      | 2,225,421    | 20,000           |
| 30131150-542100 | C2302   | ALL TERRAIN VEHICLES                                  |  | 11,310                            | -                  | 11,310                 | -                       | 11,310         | 10,666                     | -            | 644              |
| 30131150-542100 | C2303   | 2023 OP INITIATIVES EQUIPMENT FIRE STATION FACILITIES |  | 449,500                           | -                  | 449,500                | -                       | 449,500        | -                          | 449,500      | -                |
| 30131150-541300 | C2314   | ASSESSMENT                                            |  | 75,000                            | -                  | -                      | 75,000                  | 75,000         | -                          | -            | 75,000           |
| subtotal        |         |                                                       |  |                                   |                    | \$ 4,868,810           | \$ 3,430,990            | \$ 8,299,800   | \$ 2,930,823               | \$ 4,851,142 | \$ 517,835       |
| Public Works    |         |                                                       |  |                                   |                    |                        |                         |                |                            |              |                  |
| 30141100-541410 | C0041   | TRAFFIC SIGNAL INTERCONNECT                           |  | 279,781                           | 275,044            | \$ -                   | \$ 4,737                | \$ 4,737       | \$ 4,737                   | \$ -         | \$ -             |
| 30141100-541200 | C0910   | TREE REPLACEMENT FUND                                 |  | 1,626,301                         | 1,404,067          | -                      | 222,234                 | 222,234        | 81,310                     | 7,220        | 133,705          |
| 30141100-541200 | C1008   | CEMETERY AUTHORITY- MAINTENANCE                       |  | 479,543                           | 207,186            | -                      | 272,357                 | 272,357        | 16,046                     | 17,351       | 238,961          |
| 30141100-541410 | C1207   | BRIDGE MAINTENANCE                                    |  | 665,212                           | 377,330            | 200,000                | 87,882                  | 287,882        | 29,158                     | -            | 258,724          |
| 30141100-541410 | C1215   | STRIPING & SIGNAGE                                    |  | 2,014,664                         | 1,814,664          | 200,000                | -                       | 200,000        | 153,296                    | 44,278       | 2,426            |
| 30141100-541410 | C1217   | TRAFFIC CALMING & INTERSECTION IMP                    |  | 553,584                           | 432,814            | 100,000                | 20,770                  | 120,770        | 65,578                     | 4,604        | 50,589           |
| 30141100-541410 | C1218   | TRAFFIC SIGNAL SYSTEM MAINTENANCE                     |  | 804,267                           | 691,872            | 100,000                | 12,395                  | 112,395        | 110,261                    | 339          | 1,795            |
| 30141100-541410 | C1219   | MILLING AND RESURFACING                               |  | 24,017,759                        | 21,564,565         | 1,000,000              | 1,453,194               | 2,453,194      | 229,850                    | 2,126,032    | 97,312           |
| 30141100-541410 | C1220   | TRAFFIC CONTROL EQUIPMENT                             |  | 987,078                           | 887,078            | 100,000                | -                       | 100,000        | 64,817                     | 13,582       | 21,601           |
| 30141100-541410 | C1221   | DESIGN SERVICES                                       |  | 943,300                           | 794,459            | 75,000                 | 73,841                  | 148,841        | 81,211                     | 22,221       | 45,408           |
| 30141100-542200 | C1223   | FLEET REPLACEMENT                                     |  | 1,482,222                         | 1,091,468          | 195,000                | 195,754                 | 390,754        | 76,655                     | 303,056      | 11,043           |
| 30141100-541200 | C1302   | TREE PLANTING & LANDSCAPING IMP                       |  | 1,222,771                         | 817,220            | 100,000                | 305,551                 | 405,551        | 238,944                    | 71,535       | 95,072           |
| 30141100-542100 | C1802   | PW EQUIPMENT REPLACEMENT                              |  | 217,373                           | 173,446            | 36,000                 | 7,927                   | 43,927         | 30,347                     | -            | 13,580           |
| 30141100-541410 | C1901   | TRAFFIC RESPONSIVE SYSTEM MAINT                       |  | 450,001                           | 299,856            | 100,000                | 50,145                  | 150,145        | 101,207                    | 48,513       | 425              |





**CITY OF ALPHARETTA**  
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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)  
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| Account #                                        | Project                               | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                     |                            |                     |                     |
|--------------------------------------------------|---------------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|---------------------|----------------------------|---------------------|---------------------|
|                                                  |                                       | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget      | Collections / Expenditures | Encumbrances        | Available Budget    |
| 30141100-541300                                  | C1902 FIRE STATION RENOVATIONS        | 435,003                           | 419,519            | 75,000                 | (59,516)                | 15,484              | -                          | -                   | 15,484              |
| 30141100-541300                                  | C1904 PW HQ RENOVATIONS               | 178,037                           | 121,982            | 50,000                 | 6,055                   | 56,055              | 3,625                      | 23,860              | 28,570              |
| 30141100-541410                                  | C1918 PEDESTRIAN SAFETY STUDY         | 301,337                           | 296,115            | 85,000                 | (79,778)                | 5,222               | -                          | -                   | 5,222               |
| 30141100-541410                                  | C1935 WINDWARD PKWY WEST IMPROVEMENTS | 205,517                           | 203,977            | -                      | 1,540                   | 1,540               | 1,540                      | -                   | -                   |
| 30141100-541300                                  | C2003 HVAC REPLACEMENTS               | 292,002                           | 227,797            | 62,000                 | 2,205                   | 64,205              | 63,933                     | -                   | 272                 |
| 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              | 16,060                     | -                   | 76,105              |
| 30141100-541410                                  | C2048 STREETLIGHT MAINTENANCE         | 269,079                           | 104,108            | 80,000                 | 84,971                  | 164,971             | 92,863                     | 18,005              | 54,104              |
| 30141100-541500                                  | C2050 REC FACILITY MAINTENANCE        | 155,000                           | 46,645             | 30,000                 | 78,355                  | 108,355             | 31,319                     | 50,182              | 26,854              |
| 30141100-541300                                  | C2053 PARKING GARAGE MAINTENANCE      | 145,351                           | 36,582             | 100,000                | 8,769                   | 108,769             | 16,825                     | 17,426              | 74,518              |
| 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             | 104,044                    | 306,500             | 0                   |
| 30141100-544200                                  | C2200 CITY TRASH RECEPTACLE SERVICE   | 100,001                           | 39,159             | 50,000                 | 10,842                  | 60,842              | 37,940                     | 6,943               | 15,959              |
| 30141100-541410                                  | C2209 SCRAMBLE INTERSECTION           | 27,248                            | -                  | -                      | 27,248                  | 27,248              | 27,114                     | 134                 | 1                   |
| 30141100-541410                                  | C2238 DAVIS DR WATER (COUNTY)         | 364,488                           | -                  | -                      | 364,488                 | 364,488             | 268,744                    | 95,744              | -                   |
| 30141100-521200                                  | C2242 NORTHPOINT ALPHALINK (ARC/LCI)  | 365,000                           | -                  | -                      | 365,000                 | 365,000             | 33,217                     | 83,642              | 248,142             |
| 30141100-541420                                  | C2305 ALPHALOOP (OMP - NORTHWINDS)    | 247,403                           | -                  | -                      | 247,403                 | 247,403             | 84,839                     | -                   | 162,564             |
| 30141100-541410                                  | C2315 LOCAL ROADS SAFETY ACTION PLAN  | 199,778                           | -                  | -                      | 199,778                 | 199,778             | 19,936                     | 179,842             | -                   |
|                                                  | <b>subtotal</b>                       |                                   |                    | <b>\$ 2,788,000</b>    | <b>\$ 4,858,659</b>     | <b>\$ 7,646,659</b> | <b>\$ 2,085,414</b>        | <b>\$ 3,876,763</b> | <b>\$ 1,684,482</b> |
| <b>Recreation, Parks &amp; Cultural Services</b> |                                       |                                   |                    |                        |                         |                     |                            |                     |                     |
| 30161150-541500                                  | C0922 SYNTHETIC TURF REPLACEMENT      | 1,014,966                         | 464,966            | \$ 550,000             | \$ -                    | \$ 550,000          | \$ 512,058                 | \$ 28,405           | \$ 9,537            |
| 30161150-541200                                  | C1210 TREE REMOVAL                    |                                   |                    | 150,000                | 110,000                 | 260,000             | 168,020                    | 33,429              | 58,552              |
| 30161150-541500                                  | C1221 DESIGN SERVICES                 | 214,224                           | 186,473            | 20,000                 | 7,751                   | 27,751              | 22,924                     | 335                 | 4,492               |
| 30161150-541300                                  | C1229 FACILITY ROOF REPAIR            | 494,741                           | -                  | 700,000                | (205,259)               | 494,741             | 463,420                    | 10,865              | 20,455              |
| 30161150-542200                                  | C1232 FLEET                           | 412,578                           | 72,130             | 120,000                | 220,448                 | 340,448             | 130,532                    | 29,916              | 180,000             |
| 30161150-542100                                  | C1402 RP EQUIPMENT REPLACEMENT        | 837,218                           | 699,218            | 100,000                | 38,000                  | 138,000             | 54,807                     | 81,577              | 1,616               |
| 30161150-541500                                  | C1424 WILL PARK POOL EXPANSION        | 59,000                            | 51,200             | -                      | 7,800                   | 7,800               | 4,500                      | -                   | 3,300               |
| 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 | 579,650                           | 370,594            | 155,000                | 54,056                  | 209,056             | 22,782                     | 3,499               | 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             | -                          | 11,402              | 202,081             |



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|                              |       |                                   | 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    |
| 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)    | 245,454                           | -                  | -                      | 245,454                 | 245,454             | 28,410                     | 217,043           | 1                   |
| 30161150-521200              | C1926 | NORTHSIDE MOU (PARKS)             | 11,400                            | -                  | -                      | 11,400                  | 11,400              | 500                        | 10,900            | -                   |
| 30161150-541500              | C1926 | NORTHSIDE MOU (PARKS)             | 149,903                           | 117,657            | -                      | 32,246                  | 32,246              | 708                        | -                 | 31,538              |
| 30161150-541500              | C1929 | COMMUNITY AGRICULTURE PROGRAM     | 70,671                            | 35,170             | -                      | 35,501                  | 35,501              | 6,259                      | 11,600            | 17,642              |
| 30161150-541500              | C2010 | PARK ENHANCEMENTS                 | 624,179                           | 465,437            | 125,000                | 33,742                  | 158,742             | 128,490                    | 2,935             | 27,317              |
| 30161150-541500              | C2030 | TOWN GREEN IMPROVEMENTS           | 250,000                           | -                  | 250,000                | -                       | 250,000             | 18,476                     | 11,024            | 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             | 90,679                     | 123,878           | 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)       | 154                               | -                  | -                      | 154                     | 154                 | -                          | -                 | 154                 |
| 30161150-541500              | C2316 | GREENWAY BOARDWALK REPLACEMENT    | 327,519                           | -                  | -                      | 327,519                 | 327,519             | -                          | 327,519           | 0                   |
|                              |       | <b>subtotal</b>                   |                                   |                    | <b>\$ 2,940,000</b>    | <b>\$ 1,256,395</b>     | <b>\$ 4,196,395</b> | <b>\$ 1,895,863</b>        | <b>\$ 937,208</b> | <b>\$ 1,363,324</b> |
| <b>Community Development</b> |       |                                   |                                   |                    |                        |                         |                     |                            |                   |                     |
| 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             | 88,077                     | 20,785            | 40,884              |
| 30174150-541410              | C2107 | NORTH POINT PARKWAY IMPROVEMENTS  | 78,500                            | 52,670             | -                      | 25,830                  | 25,830              | 25,797                     | -                 | 33                  |
| 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              | 26,400                     | -                 | -                   |
| 30174150-521200              | C2307 | WINDWARD-HWY9 MASTER PLAN MOU     | 60,000                            | -                  | -                      | 60,000                  | 60,000              | 700                        | -                 | 59,300              |
|                              |       | <b>subtotal</b>                   |                                   |                    | <b>\$ 100,000</b>      | <b>\$ 620,374</b>       | <b>\$ 720,374</b>   | <b>\$ 215,906</b>          | <b>\$ 50,925</b>  | <b>\$ 453,543</b>   |



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|                  |               | Project Snapshot: FY2013 - FY2022 |                    | FY 2023                |                         |                |                            |               |                  |
|------------------|---------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|---------------|------------------|
| Account #        | Project       | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances  | Available Budget |
| Non-Departmental |               |                                   |                    |                        |                         |                |                            |               |                  |
| 30190200-579000  | NON-ALLOCATED |                                   |                    | \$ 2,645,490           | \$ (825,781)            | \$ 1,819,709   | \$ -                       | \$ -          | \$ 1,819,709     |
|                  | subtotal      |                                   |                    | \$ 2,645,490           | \$ (825,781)            | \$ 1,819,709   | \$ -                       | \$ -          | \$ 1,819,709     |
|                  |               |                                   |                    |                        |                         |                |                            |               |                  |
|                  | Total         |                                   |                    | \$ 14,059,800          | \$ 10,777,679           | \$ 24,837,479  | \$ 7,626,456               | \$ 10,322,238 | 6,888,785        |



# CITY OF ALPHARETTA

## Financial Management Reports

### Capital Project Funds

#### Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)

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| Account #             | Project                        | Project Snapshot: FY2017 - FY2022 |                    | FY 2023                |                         |                |                            |              | Available Budget |
|-----------------------|--------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
|                       |                                | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances |                  |
| Revenue               |                                |                                   |                    |                        |                         |                |                            |              |                  |
| Public Works          |                                |                                   |                    |                        |                         |                |                            |              |                  |
| 30241100-371000       | DONATION FROM PRIVATE SOURCE   |                                   |                    | \$ -                   | \$ 4,496                | \$ 4,496       | \$ 4,496                   |              | \$ 0             |
|                       | subtotal                       |                                   |                    | \$ -                   | \$ 4,496                | \$ 4,496       | \$ 4,496                   |              | \$ 0             |
| Non-Departmental      |                                |                                   |                    |                        |                         |                |                            |              |                  |
| 30290200-361000       | INTEREST EARNINGS              |                                   |                    | \$ -                   | \$ -                    | \$ -           | \$ 63,724                  |              | \$ (63,724)      |
| 30290200-362000       | REALIZED GAIN/LOSS ON INVS     |                                   |                    | -                      | -                       | -              | (5,451)                    |              | 5,451            |
| 30290200-363000       | UNREALIZED GAIN/LOSS INV       |                                   |                    | -                      | -                       | -              | 8,539                      |              | (8,539)          |
| 30290200-391100       | TRANSFER IN/GENERAL FUND MATCH |                                   |                    | 4,200,000              | -                       | 4,200,000      | 3,500,000                  |              | 700,000          |
| 30290200-395000       | CARRYFORWARD FUND BALANCE      |                                   |                    | -                      | 1,716,691               | 1,716,691      | -                          |              | 1,716,691        |
|                       | subtotal                       |                                   |                    | \$ 4,200,000           | \$ 1,716,691            | \$ 5,916,691   | \$ 3,566,812               |              | \$ 2,349,879     |
|                       |                                |                                   |                    |                        |                         |                |                            |              |                  |
|                       | Total                          |                                   |                    | \$ 4,200,000           | \$ 1,721,187            | \$ 5,921,187   | \$ 3,571,308               |              | \$ 2,349,879     |
| Expenditures          |                                |                                   |                    |                        |                         |                |                            |              |                  |
| Public Works          |                                |                                   |                    |                        |                         |                |                            |              |                  |
| 30241100-541430 C1216 | SW DRAINAGE MAINTENANCE        | 1,006,403                         | 629,910            | \$ 150,000             | \$ 226,493              | \$ 376,493     | \$ 123,967                 | \$ 40,018    | \$ 212,508       |
| 30241100-541430 C1308 | SW PIPE & STRUCTURE R&M        | 11,427,239                        | 6,438,340          | 3,930,000              | 1,058,899               | 4,988,899      | 748,282                    | 629,065      | 3,611,552        |
| 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        | 76,028                     | 7,617        | 121,690          |
| 30241100-541430 C2208 | MEADOW BROOK HILLS DRAINAGE    | 251,976                           | 150,800            | -                      | 101,176                 | 101,176        | 74,474                     | 26,700       | 2                |
|                       | subtotal                       |                                   |                    | \$ 4,200,000           | \$ 1,648,324            | \$ 5,848,324   | \$ 1,042,951               | \$ 703,400   | \$ 4,101,973     |
| 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   | \$ 1,042,951               | \$ 703,400   | \$ 4,174,836     |



**CITY OF ALPHARETTA**  
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Capital Project Funds  
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)  
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|                                       |                                  | Project Snapshot: FY2017 - FY2022 |                    | FY 2023                |                         |                |                            |              |                  |
|---------------------------------------|----------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
|                                       |                                  | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances | Available Budget |
| Account #                             | Project                          |                                   |                    |                        |                         |                |                            |              |                  |
| Revenue                               |                                  |                                   |                    |                        |                         |                |                            |              |                  |
| General Government                    |                                  |                                   |                    |                        |                         |                |                            |              |                  |
| 30390200-331350                       | FEDERAL GRANT                    | -                                 | 2,445,511          | \$                     | -                       | \$             | -                          | \$           | -                |
| 30390200-395000                       | CARRYFORWARD FUND BALANCE        |                                   |                    |                        |                         |                |                            |              |                  |
|                                       | Total                            |                                   |                    | \$                     | -                       | \$ 4,199,000   | \$ 4,199,000               | \$ 799,866   | \$ 3,399,134     |
| Expenditures                          |                                  |                                   |                    |                        |                         |                |                            |              |                  |
| Public Works                          |                                  |                                   |                    |                        |                         |                |                            |              |                  |
| 30341100-541410 C1219                 | MILLING & RESURFACING            | 1,176,000                         | 1,175,955          | \$                     | -                       | \$ 45          | \$ 45                      | \$ 4         | \$ -             |
| 30341100-541430 C1308                 | PIPE/STORM STRUCTURE REPLACEMENT | 2,144,510                         | 939,002            |                        | -                       | 1,205,508      | 1,205,508                  | 760,734      | 444,774          |
| 30341100-541420 C1801                 | SIDEWALK MAINTENANCE/REPAIR      | 1,324,001                         | 269,139            |                        | -                       | 1,054,862      | 1,054,862                  | 219,037      | 252,929          |
|                                       | subtotal                         |                                   |                    | \$                     | -                       | \$ 2,260,415   | \$ 2,260,415               | \$ 979,774   | \$ 697,703       |
| Recreation, Parks & Cultural Services |                                  |                                   |                    |                        |                         |                |                            |              |                  |
| 30361150-541500 C1636                 | GREENWAY REPAIR/MAINTENANCE      | 87,518.00                         | 61,415             | \$                     | -                       | \$ 26,103      | \$ 26,103                  | \$ 9,104     | \$ 17,000        |
| 30361150-541500 C2316                 | GREENWAY BOARDWALK REPLACEMENT   | 1,912,482.00                      | -                  |                        | -                       | 1,912,482      | 1,912,482                  | -            | 1,912,481        |
|                                       | subtotal                         |                                   |                    | \$                     | -                       | \$ 1,938,585   | \$ 1,938,585               | \$ 9,104     | \$ 1,929,481     |
|                                       | Total                            |                                   |                    | \$                     | -                       | \$ 4,199,000   | \$ 4,199,000               | \$ 988,878   | \$ 2,627,184     |
|                                       |                                  |                                   |                    |                        |                         |                |                            |              | \$ 582,937       |



# 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 April 30, 2023

|                         |                                    | Project Snapshot: FY2017 - FY2022 |                    | FY 2023                |                         |                |                            |              |                  |
|-------------------------|------------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|--------------|------------------|
| Account #               | Project                            | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances | Available Budget |
| <b>Revenue</b>          |                                    |                                   |                    |                        |                         |                |                            |              |                  |
| <b>Non-Departmental</b> |                                    |                                   |                    |                        |                         |                |                            |              |                  |
| 31790200-395000         | CARRYFORWARD FUND BALANCE          |                                   |                    | \$ -                   | \$ 190,370              | \$ 190,370     | \$ -                       |              | \$ 190,370       |
| 31790200-389000         | MISCELLANEOUS REVENUE              |                                   |                    | -                      | -                       | -              | -                          |              | -                |
| 31790200-361000         | INTEREST EARNINGS                  |                                   |                    | -                      | -                       | -              | 42,288                     |              | (42,288)         |
|                         | <b>subtotal</b>                    |                                   |                    | \$ -                   | \$ 190,370              | \$ 190,370     | \$ 42,288                  |              | \$ 148,082       |
|                         | <b>Total</b>                       |                                   |                    | \$ -                   | \$ 190,370              | \$ 190,370     | \$ 42,288                  |              | \$ 148,082       |
| <b>Expenditures</b>     |                                    |                                   |                    |                        |                         |                |                            |              |                  |
| 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         | 86,453                     | 3,757        | 0                |
| 31741100-541420         | C1715 BETHANY/MAYFIELD ROUNDABOUT  | 299,137                           | 299,137            | -                      | -                       | -              | -                          | -            | -                |
| 31741100-541420         | C1826 SPRUELL CIRCLE SIDEWALK      | 308,128                           | 308,128            | -                      | -                       | -              | -                          | -            | -                |
| 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) | 60,931                            | -                  | -                      | 60,931                  | 60,931         | 65,910                     | -            | (4,979)          |
| 31761150-541300         | C1708 GREENWAY EXT TO FORSYTH      | 9,842,189                         | 9,837,210          | -                      | 4,979                   | 4,979          | 4,850                      | -            | 129              |
| 31761150-541300         | C1709 EASTSIDE COMMUNITY CTR       | 2,553,436                         | 2,519,186          | -                      | 34,250                  | 34,250         | 30,000                     | 4,250        | -                |
| 31761150-579000         | PARKS RESERVE                      | -                                 | -                  | -                      | -                       | -              | -                          | -            | -                |
|                         | <b>Total</b>                       |                                   |                    | \$ -                   | \$ 190,370              | \$ 190,370     | \$ 187,213                 | \$ 8,007     | \$ (4,850)       |



**CITY OF ALPHARETTA**  
 Financial Management Reports  
 Capital Project Funds  
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)  
 As of April 30, 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         |                                 |                                   |                    | \$ -                   | \$ -                    | \$ -           | \$ 843,114                 |              | \$ (843,114)     |
| 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  | \$ 843,114                 |              | \$ 28,432,885    |
|                  | Total                     |                                 |                                   |                    | \$ -                   | \$ 29,275,999           | \$ 29,275,999  | \$ 843,114                 |              | \$ 28,432,885    |
| 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      | 51,912                     | 1,397,808    | 3,538,615        |
| 31861150-541500  | C2011                     | WILLS PARK MASTER PLAN IMP      | 5,671,367                         | 125,098            | -                      | 5,546,269               | 5,546,269      | 46,336                     | 610,606      | 4,889,327        |
| 31861150-541500  | C2216                     | UNION HILL PARK                 | 3,250,001                         | 25,753             | -                      | 3,224,248               | 3,224,248      | 198,132                    | 431,943      | 2,594,173        |
| 31861150-541500  | C2217                     | MID-BROADWELL PARK              | 500,001                           | 47,538             | -                      | 452,463                 | 452,463        | 3,136                      | -            | 449,327          |
| 31861150-541500  | C2218                     | OLD RUCKER PARK                 | 3,000,000                         | 20,170             | -                      | 2,979,830               | 2,979,830      | 143,965                    | 243,635      | 2,592,230        |
| 31861150-541500  | C2219                     | FARMHOUSE PARK                  | 2,000,000                         | 16,720             | -                      | 1,983,280               | 1,983,280      | 13,850                     | -            | 1,969,430        |
| 31861150-541500  | C2220                     | WATERS ROAD PARK                | 1,250,001                         | 15,127             | -                      | 1,234,874               | 1,234,874      | 209,580                    | 1,025,294    | 1                |
|                  |                           | WILLS PARK MAINTENANCE FACILITY |                                   |                    |                        |                         |                |                            |              |                  |
| 31861150-541500  | C2245                     |                                 | 328,634                           | -                  | -                      | 328,634                 | 328,634        | 307,283                    | 21,351       | -                |
| 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  | \$ 974,195                 | \$ 3,730,637 | \$ 24,571,167    |



**CITY OF ALPHARETTA**  
Financial Management Reports  
Capital Project Funds  
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)  
As of April 30, 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                                   |  |                                   |                    |                        | -                       |                | -                          |              | -                | 1,169,120 | (1,169,120) |            |            |            |            |
|                  |  | Total                                               |  |                                   |                    | \$                     | 4,300,000               | \$             | 37,289,778                 | \$           | 41,589,778       | \$        | 1,169,120   | \$         | 40,420,658 |            |            |
| Expenditures     |  |                                                     |  |                                   |                    |                        |                         |                |                            |              |                  |           |             |            |            |            |            |
| 33541100-541410  |  | C1219 MILLING AND RESURFACING                       |  |                                   |                    | \$                     | 2,000,000               | \$             | -                          | \$           | 2,000,000        | \$        | 1,960,853   | \$         | 39,147     | \$         | -          |
| 33541100-541410  |  | C1631 MCGINNIS RD IGA (FORSYTH)                     |  |                                   |                    |                        | -                       |                | 4,885,658                  |              | 4,885,658        |           | 507,689     |            | -          |            | 4,377,969  |
| 33541100-541410  |  | C1713 KIMBALL BR RD OP IMPROVEMENTS                 |  |                                   |                    |                        | -                       |                | 240,740                    |              | 240,740          |           | -           |            | 233,749    |            | 6,991      |
| 33541100-541410  |  | C1717 OLD MILTON PKWY CAPACITY IMP                  |  |                                   |                    |                        | -                       |                | 3,654,811                  |              | 3,654,811        |           | 341,860     |            | 1,312,949  |            | 2,000,001  |
| 33541100-541410  |  | C1800 HAYNES BRIDGE RD IMP                          |  |                                   |                    |                        | -                       |                | -                          |              | -                |           | -           |            | -          |            | -          |
| 33541100-541410  |  | C1933 WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)     |  |                                   |                    |                        | -                       |                | 15,403                     |              | 15,403           |           | 15,402      |            | -          |            | 1          |
| 33541100-541410  |  | C1934 WINDWARD PKWY EAST IMPROVEMENTS               |  |                                   |                    |                        | -                       |                | 164,298                    |              | 164,298          |           | 164,297     |            | -          |            | 1          |
| 33541100-541410  |  | C2054 GA 400 BRIDGES (WEBB; KIMBALL)                |  |                                   |                    |                        | -                       |                | 4,148,572                  |              | 4,148,572        |           | -           |            | 4,148,571  |            | 1          |
| 33541100-541410  |  | C2104 WEBB BR RD PHASE 4 (NPP TO GREENWAY)          |  |                                   |                    |                        | -                       |                | 15,924                     |              | 15,924           |           | 15,888      |            | 36         |            | 1          |
| 33541100-541410  |  | C2113 ENCORE GREENWAY GATEWAY                       |  |                                   |                    |                        | 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) |  |                                   |                    |                        | -                       |                | -                          |              | -                |           | -           |            | -          |            | -          |
| 33541100-541410  |  | C2229 WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)     |  |                                   |                    |                        | -                       |                | 5,945,843                  |              | 5,945,843        |           | 616,126     |            | 3,691,256  |            | 1,638,461  |
| 33541100-541410  |  | C2232 WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT) |  |                                   |                    |                        | -                       |                | 16,966,450                 |              | 16,966,450       |           | 598,019     |            | -          |            | 16,368,431 |
| 33541100-541420  |  | C2305 ALPHALOOP (OMP-NORTHWINDS)                    |  |                                   |                    |                        | -                       |                | 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   | \$               | 4,223,134 | \$          | 10,293,709 | \$         | 27,072,935 |            |





**CITY OF ALPHARETTA**  
 Financial Management Reports  
 Capital Project Funds  
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)  
 As of April 30, 2023

| Account #        |  | Project                   |                                 | Project Snapshot: FY2017 - FY2022 |                    | FY 2023                |                         |                |                            |               |                  |
|------------------|--|---------------------------|---------------------------------|-----------------------------------|--------------------|------------------------|-------------------------|----------------|----------------------------|---------------|------------------|
|                  |  |                           |                                 | Total Project Authorization       | Prior Year Actuals | Original Appropriation | Transfers / Adjustments | Revised Budget | Collections / Expenditures | Encumbrances  | Available Budget |
| Revenue          |  |                           |                                 |                                   |                    |                        |                         |                |                            |               |                  |
| Non-Departmental |  |                           |                                 |                                   |                    |                        |                         |                |                            |               |                  |
| 33690200-313400  |  | TSPLOST II                |                                 |                                   |                    | \$ -                   | \$ 48,335,327           | \$ 48,335,327  | \$ 10,907,056              |               | \$ 37,428,271    |
| 33641100-361000  |  | INTEREST EARNINGS         |                                 |                                   |                    | -                      | -                       | -              | 240,035                    |               | (240,035)        |
| 33690200-395000  |  | CARRYFORWARD FUND BALANCE |                                 |                                   |                    | -                      | 3,648,408               | 3,648,408      | -                          |               | 3,648,408        |
|                  |  | Total                     |                                 |                                   |                    | \$ -                   | \$ 51,983,735           | \$ 51,983,735  | \$ 11,147,091              |               | \$ 40,836,644    |
|                  |  |                           |                                 |                                   |                    |                        |                         |                |                            |               |                  |
| Expenditures     |  |                           |                                 |                                   |                    |                        |                         |                |                            |               |                  |
| 33641100-541410  |  | C2040                     | TRADEWINDS PARKWAY              | 6,500,000                         | 2,400              | \$ -                   | \$ 6,497,600            | \$ 6,497,600   | \$ 5,465                   | \$ -          | \$ 6,492,135     |
| 33641100-541410  |  | C2104                     | WEBB BRIDGE ROAD (NPP-GREENWAY) | 13,000,000                        | 13,873             | -                      | 12,986,127              | 12,986,127     | 358,984                    | 9,531,326     | 3,095,818        |
| 33641100-541410  |  | C2107                     | NORTH POINT PARKWAY IMP         | 10,000,000                        | -                  | -                      | 10,000,000              | 10,000,000     | 9,795                      | 523,296       | 9,466,909        |
| 33641100-541410  |  | C2221                     | CROSSWALK (ALPHARETTA ELEM)     | 113,037                           | 18,537             | -                      | 94,500                  | 94,500         | 89,133                     | 5,367         | -                |
| 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        | 208,128                    | 4,172         | -                |
| 33641100-541410  |  | C2224                     | RAISED INTSECTION (MARIETTA ST) | 350,001                           | 1,525              | -                      | 348,476                 | 348,476        | 11,250                     | 143,425       | 193,801          |
| 33641100-541410  |  | C2225                     | CROSSINGS (CITY CTR/CHURCHES)   | 750,000                           | 1,161              | -                      | 748,839                 | 748,839        | 15,615                     | 101,924       | 631,300          |
| 33641100-541410  |  | C2226                     | PEDESTRIAN BRIDGES (WW PKWY)    | 4,000,000                         | 12,349             | -                      | 3,987,651               | 3,987,651      | 248,815                    | 398,955       | 3,339,881        |
| 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     | 262,610                    | 11,491,653    | 245,326          |
|                  |  | Total                     |                                 |                                   |                    | \$ -                   | \$ 51,983,735           | \$ 51,983,735  | \$ 1,485,411               | \$ 22,219,902 | \$ 28,278,423    |



**CITY OF ALPHARETTA**  
Financial Management Reports  
Special Revenue Funds  
Impact Fee Fund (Fund 270; life-to-date for active projects)  
As of April 30, 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     | \$ 108,075                 |              | \$ 91,925        |
| 27074110-341323                       | IMPACT FEES RECREATION & PARKS |                                  |  |                                   |                    | 350,000                | 34,089                  | 384,089        | 234,695                    |              | 149,394          |
| 27074110-341324                       | IMPACT FEES PUBLIC SAFETY      |                                  |  |                                   |                    | -                      | -                       | -              | 10,701                     |              | (10,701)         |
| 27074110-395000                       | CARRYFORWARD FUND BALANCE      |                                  |  |                                   |                    | 1,668,690              | 3,234,586               | 4,903,276      | -                          |              | 4,903,276        |
| 27074110-362000                       | REALIZED GAIN/LOSS ON INVS     |                                  |  |                                   |                    | -                      | -                       | -              | (8,060)                    |              | 8,060            |
| 27074110-363000                       | UNREALIZED GAIN/LOSS           |                                  |  |                                   |                    | -                      | -                       | -              | (256)                      |              | 256              |
| 27074110-361000                       | INTEREST EARNINGS              |                                  |  |                                   |                    | -                      | -                       | -              | 90,616                     |              | (90,616)         |
|                                       | Total                          |                                  |  |                                   |                    | \$ 2,018,690           | \$ 3,468,675            | \$ 5,487,365   | \$ 435,770                 |              | \$ 5,051,595     |
| 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        | \$ 134,044                 | \$ 11,506    | \$ 0             |
| 27041100-541410                       | C1723                          | TEASLEY ST IMPROVEMENTS          |  | 38,125                            | 38,125             | -                      | -                       | -              | -                          | -            | -                |
| 27041100-541410                       | C2107                          | NORTH POINT PARKWAY IMPROVEMENTS |  | 1,250,000                         | -                  | -                      | 1,250,000               | 1,250,000      | -                          | -            | 1,250,000        |
| 27041100-541420                       | C2305                          | ALPHALOOP (OMP - NORTHWINDS)     |  | 1,540,000                         | -                  | -                      | 1,540,000               | 1,540,000      | 549,310                    | 990,690      | -                |
|                                       |                                | subtotal                         |  |                                   |                    | \$ -                   | \$ 2,935,550            | \$ 2,935,550   | \$ 683,354                 | \$ 1,002,196 | \$ 1,250,000     |
| 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 April 30, 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        |                     |
| <b>Non-Departmental</b> |                                  |                                   |                    |                        |                         |                     |                            |                     |                     |
| 27074110-521200         | PROFESSIONAL SERVICES            |                                   |                    | \$ -                   | \$ 66,720               | \$ 66,720           |                            | \$ 66,720           | \$ -                |
| 27074110-579001         | NON-ALLOCATED STREETS & HIGHWAYS |                                   |                    | -                      | 19,816                  | 19,816              | -                          | -                   | 19,816              |
| 27074110-579002         | NON-ALLOCATED RECREATION & PARKS |                                   |                    | -                      | -                       | -                   | -                          | -                   | -                   |
| 27074110-579003         | NON-ALLOCATED PUBLIC SAFETY      |                                   |                    | -                      | 117,455                 | 117,455             | -                          | -                   | 117,455             |
| 27041100-579011         | MATCH (GRANTS UNDER REVIEW)      |                                   |                    | -                      | -                       | -                   | -                          | -                   | -                   |
|                         | <b>subtotal</b>                  |                                   |                    | <b>\$ -</b>            | <b>\$ 203,991</b>       | <b>\$ 203,991</b>   | <b>\$ -</b>                | <b>\$ 66,720</b>    | <b>\$ 137,271</b>   |
|                         | <b>Total</b>                     |                                   |                    | <b>\$ 2,018,690</b>    | <b>\$ 3,468,675</b>     | <b>\$ 5,487,365</b> | <b>\$ 751,454</b>          | <b>\$ 1,068,916</b> | <b>\$ 3,666,995</b> |

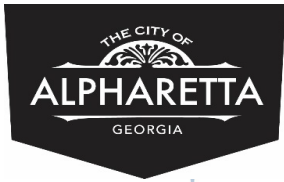


**CITY OF ALPHARETTA**  
 Financial Management Reports  
 Special Revenue Funds  
Hotel/Motel Fund (Fund 275; life-to-date for active projects)  
 As of April 30, 2023

|                                                    |                                           | 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    |
| <b>Revenue</b>                                     |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| 27590150-314100                                    | HOTEL/MOTEL TAXES                         |                                   |                    | \$ 7,500,000           | \$ -                    | \$ 7,500,000        | \$ 6,870,488               |              | \$ 629,512          |
| 27590150-319201                                    | PENALTY/INTEREST HOTEL MOTEL TAX          |                                   |                    | -                      | -                       | -                   | -                          |              | -                   |
| 27590150-362000                                    | REALIZED GAIN/LOSS ON INVS                |                                   |                    | -                      | -                       | -                   | (2,210)                    |              | 2,210               |
| 27590150-363000                                    | UNREALIZED GAIN/LOSS                      |                                   |                    | -                      | -                       | -                   | (518)                      |              | 518                 |
| 27590150-361000                                    | INTEREST EARNINGS                         |                                   |                    | -                      | -                       | -                   | 26,381                     |              | (26,381)            |
|                                                    | <b>subtotal</b>                           |                                   |                    | <b>\$ 7,500,000</b>    | <b>\$ -</b>             | <b>\$ 7,500,000</b> | <b>\$ 6,894,141</b>        |              | <b>\$ 605,859</b>   |
| <b>Non-Departmental</b>                            |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| 27590150-395000                                    | CARRYFORWARD FUND BALANCE                 |                                   |                    | \$ -                   | \$ 1,143,172            | \$ 1,143,172        | \$ -                       |              | \$ 1,143,172        |
|                                                    | <b>subtotal</b>                           |                                   |                    | <b>\$ -</b>            | <b>\$ 1,143,172</b>     | <b>\$ 1,143,172</b> | <b>\$ -</b>                |              | <b>\$ 1,143,172</b> |
|                                                    | <b>Total</b>                              |                                   |                    | <b>\$ 7,500,000</b>    | <b>\$ 1,143,172</b>     | <b>\$ 8,643,172</b> | <b>\$ 6,894,141</b>        |              | <b>\$ 1,749,031</b> |
| <b>Expenditures</b>                                |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| <b>Alpharetta Convention &amp; Visitors Bureau</b> |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| 27590150-572002                                    | ALPHA CONV & VISITORS BUREAU DISTRIBUTION | 29,944,535                        | 26,663,285         | \$ 3,281,250           | \$ -                    | \$ 3,281,250        | \$ 2,664,791               | \$ -         | \$ 616,459          |
|                                                    | <b>subtotal</b>                           |                                   |                    | <b>\$ 3,281,250</b>    | <b>\$ -</b>             | <b>\$ 3,281,250</b> | <b>\$ 2,664,791</b>        | <b>\$ -</b>  | <b>\$ 616,459</b>   |
| <b>City/Other</b>                                  |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| 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           | 2,286,107                  | -            | 526,393             |
|                                                    | <b>subtotal</b>                           |                                   |                    | <b>\$ 2,853,537</b>    | <b>\$ 550,485</b>       | <b>\$ 3,404,022</b> | <b>\$ 2,289,022</b>        | <b>\$ -</b>  | <b>\$ 1,115,000</b> |
| <b>Tourism Product Development</b>                 |                                           |                                   |                    |                        |                         |                     |                            |              |                     |
| 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                    | -            | 15,069              |
| 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                                    | INTEREST PAYMENT (2016 CONF CTR BOND)     | 5,343,655                         | 4,628,442          | 715,213                | -                       | 715,213             | 715,213                    | -            | 1                   |
|                                                    | <b>subtotal</b>                           |                                   |                    | <b>\$ 1,365,213</b>    | <b>\$ 592,687</b>       | <b>\$ 1,957,900</b> | <b>\$ 1,942,829</b>        | <b>\$ -</b>  | <b>\$ 15,071</b>    |
|                                                    | <b>Total</b>                              |                                   |                    | <b>\$ 7,500,000</b>    | <b>\$ 1,143,172</b>     | <b>\$ 8,643,172</b> | <b>\$ 6,896,643</b>        | <b>\$ -</b>  | <b>\$ 1,746,529</b> |



# OTHER REPORTS



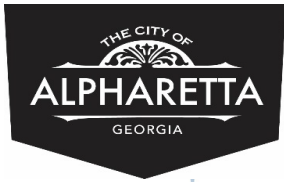
**CITY OF ALPHARETTA**  
 Financial Management Reports  
Listing of Payments \$5,000 and greater  
 for the month ended April 30, 2023

| Vendor                    | Description                                            | Department                      | \$ Amount       |
|---------------------------|--------------------------------------------------------|---------------------------------|-----------------|
| 20/20 GENESYSTEMS         | BLOOD TESTING                                          | Public Safety                   | \$ 11,800.00    |
| A. B. GYMNASTICS LLC      | INSTRUCTORS, CLASSES FOR THE PUBLIC                    | Rec., Parks & Cultural Services | \$ 12,497.25    |
| ABLE ASPHALT PAVING       | PAVING/RESURFACING, HIGHWAY AND ROAD                   | Rec., Parks & Cultural Services | \$ 16,500.00    |
| ACOMFORT BY DESIGN        | HEATING, VENTILATING AND AIR CONDITIONING (HVAC)       | Public Works                    | \$ 9,892.69     |
| ACOMFORT BY DESIGN        | HEATING, VENTILATING AND AIR CONDITIONING (HVAC)       | Public Works                    | \$ 7,846.91     |
| AECOM TECHNICAL SERVICES  | DESIGN BUILD SERVICES                                  | Public Works                    | \$ 7,620.65     |
| ALLIED WASTE SERVICE      | WASTE MANAGEMENT SERVICES                              | Finance                         | \$ 9,139.60     |
| ALLIED WASTE SERVICE      | WASTE MANAGEMENT SERVICES                              | Various Departments             | \$ 418,994.64   |
| ALLIED WASTE SERVICE      | WASTE MANAGEMENT SERVICES                              | Finance                         | \$ 9,847.74     |
| ALTA PLANNING + DESIGNING | SAFETY ENGINEERING AND ACCIDENT STUDIES; OSHA STUDIES  | Public Works                    | \$ 19,935.70    |
| AMERICAN FACILITY         | JANITORIAL/CUSTODIAL SERVICES                          | Various Departments             | \$ 32,562.50    |
| AMERICAN FACILITY         | ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES | Rec., Parks & Cultural Services | \$ 22,812.50    |
| AT&T/BELLSOUTH @ 85       | TELEPHONE SERVICES, LONG DISTANCE AND LOCAL            | Public Safety                   | \$ 19,237.95    |
| ATKINS NORTH AMERICA      | CONSTRUCTION MANAGEMENT SERVICES                       | Public Works                    | \$ 36,406.80    |
| ATKINS NORTH AMERICA      | PROJECT MANAGEMENT SERVICES                            | Public Works                    | \$ 6,136.12     |
| ATKINS NORTH AMERICA      | PROJECT MANAGEMENT SERVICES                            | Public Works                    | \$ 15,465.13    |
| BNY MELLON                | PRINCIPAL (GTECH SERIES 2013)                          | General Government              | \$ 205,000.00   |
| BNY MELLON                | INTEREST (GTECH SERIES 2013)                           | General Government              | \$ 41,820.00    |
| BNY MELLON                | PRINCIPAL (2016 CONF CTR)                              | General Government              | \$ 650,000.00   |
| BNY MELLON                | INTEREST (2016 CONF CTR)                               | General Government              | \$ 357,606.25   |
| BNY MELLON                | PRINCIPAL (GO SERIES 2014R)                            | General Government              | \$ 1,745,000.00 |
| BNY MELLON                | BOND PRINCIPAL (2016 GO BOND)                          | General Government              | \$ 490,000.00   |
| BNY MELLON                | PRINCIPAL (GO 2020 REFUNDING)                          | General Government              | \$ 250,000.00   |
| BNY MELLON                | PRINCIPAL (GO 2022 BOND)                               | General Government              | \$ 530,000.00   |
| BNY MELLON                | INTEREST (GO SERIES 2014R)                             | General Government              | \$ 84,064.50    |
| BNY MELLON                | BOND INTEREST (2016 GO BOND)                           | General Government              | \$ 717,593.75   |
| BNY MELLON                | INTEREST (GO 2020 REFUNDING)                           | General Government              | \$ 425,258.27   |
| BNY MELLON                | INTEREST (GO 2022 BOND)                                | General Government              | \$ 464,883.75   |
| BUTCH THOMPSON            | CONSTRUCTION, SEWER AND STORM DRAIN                    | Public Works                    | \$ 54,512.90    |
| CAMBRIDGE INVESTMENT      | CONSULTING FEE Q2                                      | Finance                         | \$ 9,284.86     |



**CITY OF ALPHARETTA**  
 Financial Management Reports  
Listing of Payments \$5,000 and greater  
 for the month ended April 30, 2023

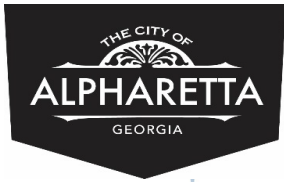
| Vendor                               | Description                                            | Department                      | \$ Amount     |
|--------------------------------------|--------------------------------------------------------|---------------------------------|---------------|
| CARL BLACK BUICK GMC                 | VEHICLE REPAIR & MAINTENANCE                           | Public Safety                   | \$ 6,668.52   |
| CARL BLACK BUICK GMC                 | VEHICLE REPAIR & MAINTENANCE                           | Public Safety                   | \$ 23,357.25  |
| CITY OF MILTON                       | LEASE COURTROOM IGA APRIL 2023                         | Municipal Court                 | \$ 6,775.00   |
| COLUMBIA ENGINEERING                 | DESIGNING SERVICES                                     | Public Works                    | \$ 9,003.25   |
| COLUMBIA ENGINEERING                 | DESIGNING SERVICES                                     | Various Departments             | \$ 58,324.51  |
| CRABAPPLE TURF                       | GROUNDS REPAIR & MAINTENANCE                           | Rec., Parks & Cultural Services | \$ 5,560.75   |
| CRABAPPLE TURF                       | ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES | Rec., Parks & Cultural Services | \$ 15,732.20  |
| DC POOL SERVICE LLC.                 | SWIMMING POOLS, EQUIPMENT, AND SUPPLIES                | Rec., Parks & Cultural Services | \$ 5,725.00   |
| DELL MARKETING LP                    | MICROCOMPUTERS, DESKTOP OR TOWER BASED                 | Information Technology          | \$ 7,250.00   |
| DELL MARKETING LP                    | MICROCOMPUTERS, DESKTOP OR TOWER BASED                 | Information Technology          | \$ 144,070.00 |
| DIX.HITE + PARTNERS                  | DESIGNING SERVICES                                     | Rec., Parks & Cultural Services | \$ 17,820.00  |
| ESIS INC                             | CLAIMS (WORKERS COMP)                                  | Risk Management                 | \$ 32,875.23  |
| EXCELLERE CONSTRUCTION               | CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)           | Public Works                    | \$ 20,185.29  |
| FULTON COUNTY BOARD OF COMMISSIONERS | MUNICIPAL COURT FINES                                  | Public Safety                   | \$ 8,689.35   |
| FULTON COUNTY BOARD OF EDUCATION     | FUEL PAYMENTS                                          | Various Departments             | \$ 48,844.24  |
| FULTON COUNTY BOARD OF EDUCATION     | RENTAL FEES                                            | Rec., Parks & Cultural Services | \$ 8,120.00   |
| FULTON COUNTY SUPERIOR COURT         | MCGINNIS RD IGA (FORSYTH)                              | Public Works                    | \$ 26,500.00  |
| FULTON COUNTY-DEPT OF FINANCE        | WATER AND SEWER UTILITIES                              | Various Departments             | \$ 5,257.89   |
| GALLS INC                            | EMPLOYEE UNIFORMS                                      | Public Safety                   | \$ 12,867.90  |
| GEO-HYDRO ENGINEERS                  | MILLING AND RESURFACING                                | Public Works                    | \$ 14,800.00  |
| GEORGIA GREEN                        | GROUNDS MAINTENANCE: MOWING, EDGING, PLANT             | Public Works                    | \$ 15,065.83  |
| GEORGIA POWER CO                     | ELECTRICITY UTILITIES                                  | Various Departments             | \$ 140,311.56 |
| GEORGIA SUPERIOR COURT CLERK'S       | MUNICIPAL COURT FINES                                  | Public Safety                   | \$ 37,834.84  |
| GREENTREE BEDDING                    | BEDDING, ALL TYPES, MAINTENANCE AND REPAIR             | Rec., Parks & Cultural Services | \$ 11,464.60  |
| HOME BY DARK PRODUCTIONS             | AMUSEMENT AND ENTERTAINMENT SERVICES                   | Rec., Parks & Cultural Services | \$ 30,000.00  |
| ICON VENUE GROUP                     | CONSULTING SERVICES                                    | Community Development           | \$ 15,150.00  |
| IPR SOUTHEAST LLC                    | PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR          | Public Works                    | \$ 184,722.43 |
| JARRARD & DAVIS                      | LEGAL SERVICES                                         | Legal Services/ Various depts.  | \$ 72,081.00  |
| JONES CONTRACTING                    | UNION HILL PARK CONSTRUCTION                           | Rec., Parks & Cultural Services | \$ 9,850.00   |



**CITY OF ALPHARETTA**  
 Financial Management Reports  
Listing of Payments \$5,000 and greater  
 for the month ended April 30, 2023

| Vendor                                       | Description                                             | Department                      | \$ Amount     |
|----------------------------------------------|---------------------------------------------------------|---------------------------------|---------------|
| JONES CONTRACTING                            | UNION HILL PARK ROOFING                                 | Rec., Parks & Cultural Services | \$ 30,525.00  |
| JULOTA                                       | SOFTWARE MAINTENANCE/SUPPORT                            | Public Safety                   | \$ 9,286.00   |
| LAYER 3 COMMUNICATION                        | SOFTWARE MAINTENANCE/SUPPORT                            | Information Technology          | \$ 214,097.00 |
| LD GYMNASTICS INC                            | INSTRUCTORS, CLASSES FOR THE PUBLIC                     | Rec., Parks & Cultural Services | \$ 32,168.07  |
| MASON TRACTOR                                | SPECIALTY VEHICLES                                      | Rec., Parks & Cultural Services | \$ 16,446.62  |
| MEER ELECTRIC                                | PARK ENHANCEMENTS                                       | Rec., Parks & Cultural Services | \$ 7,102.42   |
| MEER ELECTRIC                                | ELECTRICAL ACCESSORIES AND PARTS (NOT LIGHTING)         | Various Departments             | \$ 5,827.15   |
| MILO ENTERPRISES, INC                        | CONCRETE RAISING AND UNDERSEALING SERVICES              | Public Works                    | \$ 21,828.00  |
| MOFFATT & NICHOL                             | DESIGNING SERVICES                                      | Various Departments             | \$ 12,385.50  |
| MOTOROLA SOLUTIONS                           | AUTOMATED TONE ALERT SYST                               | Public Safety                   | \$ 19,486.00  |
| NORTH FULTON REGIONAL RADIO SYS AUTH.        | RADIO FREQUENCY ACCESS SERVICES                         | Various Departments             | \$ 95,136.20  |
| PEACE OFFICER'S ANNUITY & BENEFIT FUND<br>GA | MUNICIPAL COURT FINES                                   | Public Safety                   | \$ 20,058.05  |
| PIX4D INC                                    | SOFTWARE MAINTENANCE/SUPPORT                            | Public Safety                   | \$ 5,900.00   |
| PLAYSOUTH, LLC                               | PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)         | Rec., Parks & Cultural Services | \$ 5,453.98   |
| RUSSELL LANDSCAPE                            | MAINTENANCE CONTRACTS & EPA GRANTS                      | Public Works                    | \$ 182,179.73 |
| RUSSELL LANDSCAPE                            | LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)   | Public Works                    | \$ 16,804.95  |
| SAVATREE LLC                                 | GROUPS REPAIR & MAINTENANCE                             | Rec., Parks & Cultural Services | \$ 8,390.00   |
| SAVATREE LLC                                 | TREE TRIMMING AND PRUNING SERVICES                      | Rec., Parks & Cultural Services | \$ 7,440.00   |
| SAWNEE ELECTRIC MEMBERSHIP                   | ELECTRICITY UTILITIES                                   | Various Departments             | \$ 35,085.62  |
| SHI INTERNATIONAL CO                         | MICROSOFT AZURE CLOUD SERVICES                          | Various Departments             | \$ 23,384.57  |
| SLAM MECHANICAL LLC                          | PLUMBING EQUIPMENT AND FIXTURES, MAINTENANCE AND REPAIR | Public Works                    | \$ 6,950.00   |
| SOL CONSTRUCTION LLC                         | CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)            | Public Works                    | \$ 124,653.93 |
| SOUTHERN HYDRO VAC                           | SW PIPE & STRUCTURE R&M                                 | Public Works                    | \$ 7,447.50   |
| SOUTHERN TIRE MART                           | VEHICLE REPAIR & MAINTENANCE                            | Public Safety                   | \$ 6,586.52   |
| STRACK                                       | TELECOMMUNICATIONS SYSTEMS (TELEPHONE, RADIO, ETC.)     | Public Safety                   | \$ 12,359.30  |
| STRYKER SALES LLC                            | CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS          | Public Safety                   | \$ 14,994.13  |
| SUCCESS AND RESULTS                          | UNION HILL PARK FLOORING MAINTENANCE                    | Rec., Parks & Cultural Services | \$ 20,400.00  |
| SUSTAINABLE WATER                            | STORMWATER INSPECTIONS                                  | Public Works                    | \$ 29,607.00  |
| T&T UNIFORMS, INC.                           | EMPLOYEE UNIFORMS                                       | Public Safety                   | \$ 10,294.60  |





**CITY OF ALPHARETTA**  
Financial Management Reports  
Listing of Payments \$5,000 and greater  
for the month ended April 30, 2023

| Vendor                   | Description                                            | Department                      | \$ Amount     |
|--------------------------|--------------------------------------------------------|---------------------------------|---------------|
| TECH ALPHARETTA          | ATC OPERATIONAL FUNDS                                  | Development Authority           | \$ 7,916.67   |
| TEMPLE INC               | TRAFFIC CONSULTING                                     | Public Works                    | \$ 5,418.33   |
| TERRAMARK LAND           | SURVEYOR SERVICES, LAND                                | Public Works                    | \$ 14,118.75  |
| THE GORDIAN GROUP        | PROJECT MANAGEMENT SERVICES                            | Rec., Parks & Cultural Services | \$ 19,316.58  |
| TOKIO MARINE HCC         | DEDUCTIBLE INVOICE-LAMAR ADVERTISING                   | Finance                         | \$ 25,000.00  |
| TRI SCAPES INC           | ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES | Rec., Parks & Cultural Services | \$ 42,991.87  |
| TRI SCAPES INC           | ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES | Rec., Parks & Cultural Services | \$ 42,562.87  |
| TRUIST BANK              | PCARD LIABILITY                                        | General Government              | \$ 165,157.67 |
| VERIZON WIRELESS         | TELECOMMUNICATION SERVICES                             | Various Departments             | \$ 15,728.09  |
| WATT COMMERCIAL SWEEPING | STREET SWEEPING SERVICES                               | Public Works                    | \$ 8,776.50   |



**CITY OF ALPHARETTA**  
Financial Management Reports  
Listing of PO's between \$5,000.01 and \$50,000.00  
for the month ended April 30, 2023

| Purchase Order # | Vendor                              | Department                  | Purchase Order Amt. | Description                                                         |
|------------------|-------------------------------------|-----------------------------|---------------------|---------------------------------------------------------------------|
| 23000701         | JONES CONTRACTING GROUP, LLC        | REC., PARKS & CULTURAL SVCS | \$ 20,000.00        | REPLACEMENT GUTTERS AND DOWNSPOUTS AT UNION HILL PARK COVERED ARENA |
| 23000703         | TERRAMARK LAND SURVEYING INC        | PUBLIC WORKS                | \$ 10,540.00        | SURVEYING SERVICES FOR ALPHA LOOP DOWNTOWN LINK DESIGN              |
| 23000704         | SUSTAINABLE WATER PLANNING & ENG.   | PUBLIC WORKS                | \$ 42,790.00        | NORTH PARK POND DREDGING AND BMP RESTORATION PLANS                  |
| 23000705         | BRAZILIAN ART CENTER, LLC           | REC., PARKS & CULTURAL SVCS | \$ 5,735.50         | INSTRUCTOR SERVICES                                                 |
| 23000708         | TIDWELL TRAFFIC SOLUTIONS INC       | PUBLIC WORKS                | \$ 44,278.15        | THERMOPLASTIC STRIPING ON WINDWARD PKWY                             |
| 23000710         | TERRAMARK LAND SURVEYING INC        | PUBLIC WORKS                | \$ 16,541.50        | SURVEYING SERVICES FOR DRAINAGE IMPROVEMENT PROJECT                 |
| 23000711         | FLOOR ONE GEORGIA                   | PUBLIC WORKS                | \$ 18,960.00        | FLOORING UPGRADES AT PUBLIC WORKS FACILITY                          |
| 23000713         | DREAM HOUSE PAINTING INC            | REC., PARKS & CULTURAL SVCS | \$ 42,480.00        | PAINTING PROJECT AT UNION HILL COVERED ARENA                        |
| 23000714         | DEERE & COMPANY                     | REC., PARKS & CULTURAL SVCS | \$ 38,688.56        | (2) JOHN DEERE 1200A BUNKER AND FIELD RAKES                         |
| 23000715         | CRABAPPLE TURF MANAGEMENT INC       | REC., PARKS & CULTURAL SVCS | \$ 32,693.50        | REPLACEMENT OF DEAD/DYING TREES FOR CITY CENTER AND TOWN GREEN      |
| 23000717         | WARD COMPANIES LLC                  | REC., PARKS & CULTURAL SVCS | \$ 5,935.00         | WASTE MANAGEMENT SERVICES FOR MULTIPLE SPECIAL EVENTS               |
| 23000718         | HIS MAJESTY COACHES INC             | REC., PARKS & CULTURAL SVCS | \$ 22,522.50        | TRANSPORTATION SERVICES FOR SUMMER CAMPS                            |
| 23000723         | BUTCH THOMPSON ENTERPRISES, INC.    | PUBLIC WORKS                | \$ 22,386.75        | ON-CALL STORM STRUCTURE MAINTENANCE/DRAINAGE REPAIRS                |
| 23000724         | HOLLAND & KNIGHT LLP                | FINANCE                     | \$ 15,000.00        | LEGAL SERVICES                                                      |
| 23000725         | SHOTSPOTTER, INC.                   | PUBLIC SAFETY               | \$ 29,499.00        | COPLINK LAW ENFORCEMENT SEARCH AND INFORMATION PLATFORM             |
| 23000727         | JONES CONTRACTING GROUP, LLC        | REC., PARKS & CULTURAL SVCS | \$ 48,850.00        | SPRAY FOAM INSULATION FOR UNION HILL COVERED RINK CEILING           |
| 23000738         | HOWMEDICA OSTEONICS CORP            | PUBLIC SAFETY               | \$ 14,994.13        | (9) LIFEPAK CR2 DEFIBRILLATORS                                      |
| 23000739         | ROBINSON IRON CORPORATION           | REC., PARKS & CULTURAL SVCS | \$ 31,300.00        | RESTORATION OF CAESAR FOUNTAIN, LYRIC URN AND (2) ENGLISH URNS      |
| 23000740         | LYNDA SHARP                         | REC., PARKS & CULTURAL SVCS | \$ 5,850.00         | INSTRUCTOR SERVICE FOR TINERGARTEN                                  |
| 23000741         | MASON TRACTOR COMPANY INC           | REC., PARKS & CULTURAL SVCS | \$ 5,677.39         | REPAIRS TO KUBOTA TRACTOR                                           |
| 23000747         | TOUCHPHRASE DEVELOPMENT, LLC        | PUBLIC SAFETY               | \$ 11,950.00        | JULOTA SOFTWARE FOR COMMUNITY PARAMEDICINE                          |
| 23000749         | COLUMBIA ENGINEERING & SERVICES INC | COMMUNITY & ECON. DEV.      | \$ 5,000.00         | TRANSPORTATION REVIEW SVCS TO OFFSET WORKLOAD WHILE SHORT STAFFED   |
| 23000750         | ROSWELL SIGNS LLC                   | REC., PARKS & CULTURAL SVCS | \$ 9,262.38         | (16) DIRECTIONAL SIGNS WITH QR CODE PANELS FOR GREENWAY             |
| 23000751         | RUSSELL LANDSCAPE, LLC              | PUBLIC WORKS                | \$ 5,346.09         | SURFACE DRAINAGE IMPROVEMENTS                                       |
| 23000752         | BUTCH THOMPSON ENTERPRISES, INC.    | PUBLIC WORKS                | \$ 36,894.40        | SINK HOLE REPAIR                                                    |
| 23000757         | MCCI LLC                            | CITY ADMINISTRATION         | \$ 9,922.51         | JUSTFOIA SOFTWARE FOR OPEN RECORDS REQUESTS                         |

City of Alpharetta  
Balance Sheet  
Governmental Funds  
April 30, 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                 |
| <b>ASSETS</b>                                     |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Cash / Cash Equivalents / Investments             | \$ 48,717,809            | \$ 13,573,211        | \$ (77,591)      | \$ 52,983        | \$ 29,163,494        | \$ 38,651,206        | \$ 13,341,007        | \$ 16,902,177        | \$ 160,324,296        |
| Receivables (net of allowance for uncollectibles) |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Taxes Receivable                                  |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Property Taxes                                    | 935,723                  | -                    | -                | -                | -                    | -                    | -                    | -                    | 935,723               |
| Other Taxes                                       | 382,593                  | -                    | -                | -                | -                    | -                    | -                    | -                    | 382,593               |
| Interest                                          | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| Accounts                                          | -                        | -                    | -                | -                | -                    | -                    | -                    | 188,133              | 188,133               |
| Due from Other Funds                              | 663                      | -                    | -                | -                | -                    | -                    | -                    | 4,349                | 5,012                 |
| Intergovernmental Receivable                      | 15,143                   | -                    | 162,665          | -                | -                    | -                    | -                    | -                    | 177,809               |
| Cash - Restricted                                 | 59,780                   | 297,228              | -                | -                | -                    | -                    | -                    | -                    | 357,008               |
| <b>Total Assets</b>                               | <b>50,111,710</b>        | <b>13,870,439</b>    | <b>85,074</b>    | <b>52,983</b>    | <b>29,163,494</b>    | <b>38,651,206</b>    | <b>13,341,007</b>    | <b>17,094,659</b>    | <b>162,370,572</b>    |
| <b>LIABILITIES AND FUND BALANCES</b>              |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| <b>Liabilities</b>                                |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| <b>Current</b>                                    |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Accounts Payable                                  | 515,091                  | 12,874               | -                | -                | -                    | -                    | -                    | 3,862                | 531,827               |
| Retainage Payable                                 | -                        | 27,157               | 32,256           | 7,537            | 18,575               | 115,442              | 30,918               | 107,111              | 338,997               |
| Intergovernmental Payable                         | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| Claims Payable                                    | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| Payroll Payable                                   | 97,257                   | -                    | -                | -                | -                    | -                    | -                    | -                    | 97,257                |
| Due to Other Funds                                | -                        | -                    | -                | -                | -                    | -                    | -                    | 4,182                | 4,182                 |
| Deferred Revenue                                  | 1,341,089                | -                    | 162,665          | -                | -                    | -                    | -                    | 192,482              | 1,696,236             |
| Unearned Revenue                                  | 725,340                  | -                    | -                | -                | -                    | -                    | -                    | 3,234,877            | 3,960,217             |
| <b>Non-Current</b>                                |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Unclaimed Property                                | 51,208                   | -                    | -                | -                | -                    | -                    | -                    | -                    | 51,208                |
| Claims Payable                                    | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| <b>Total Liabilities</b>                          | <b>2,729,984</b>         | <b>40,031</b>        | <b>194,921</b>   | <b>7,537</b>     | <b>18,575</b>        | <b>115,442</b>       | <b>30,918</b>        | <b>3,542,515</b>     | <b>6,679,925</b>      |
| <b>Fund Balances:</b>                             |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| <b>Restricted for:</b>                            |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Capital Projects                                  | -                        | 1,688,461            | (2,066,146)      | 37,439           | 25,352,226           | 27,857,977           | (8,909,813)          | 4,272,551            | 48,232,696            |
| Law Enforcement                                   | -                        | -                    | -                | -                | -                    | -                    | -                    | 93,029               | 93,029                |
| Emergency Telephone Activities                    | -                        | -                    | -                | -                | -                    | -                    | -                    | 691,960              | 691,960               |
| Grant Projects                                    | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| Debt Service                                      | -                        | -                    | -                | -                | -                    | -                    | -                    | 645,279              | 645,279               |
| Promotion of Tourism                              | -                        | -                    | -                | -                | -                    | -                    | -                    | 558,920              | 558,920               |
| <b>Assigned for:</b>                              |                          |                      |                  |                  |                      |                      |                      |                      |                       |
| Grant Projects                                    | -                        | -                    | -                | -                | -                    | -                    | -                    | 72,225               | 72,225                |
| Capital Projects                                  | -                        | -                    | -                | -                | -                    | -                    | -                    | -                    | -                     |
| Emergency Reserve                                 | 19,700,000               | -                    | -                | -                | -                    | -                    | -                    | -                    | 19,700,000            |
| 2024 Fiscal Year Capital                          | 10,547,818               | -                    | -                | -                | -                    | -                    | -                    | -                    | 10,547,818            |
| Encumbrances                                      | 1,717,614                | 10,322,238           | 1,965,478        | 8,007            | 3,730,637            | 10,293,709           | 22,219,902           | 4,941,146            | 55,198,730            |
| Remaining 2023 Net Spend                          | 5,747,828                | -                    | -                | -                | -                    | -                    | -                    | -                    | 5,747,828             |
| Projected Net Surplus/2025 Capital                | 9,668,466                | -                    | -                | -                | -                    | -                    | -                    | -                    | 9,668,466             |
| Unallocated                                       | -                        | 1,819,709            | (9,179)          | -                | 62,055               | 384,079              | -                    | 2,277,034            | 4,533,698             |
| <b>Total Fund Balances</b>                        | <b>47,381,726</b>        | <b>13,830,408</b>    | <b>(109,847)</b> | <b>45,446</b>    | <b>29,144,918</b>    | <b>38,535,764</b>    | <b>13,310,089</b>    | <b>13,552,144</b>    | <b>155,690,648</b>    |
| <b>Total Liabilities and Fund Balances</b>        | <b>\$ 50,111,710</b>     | <b>\$ 13,870,439</b> | <b>\$ 85,074</b> | <b>\$ 52,983</b> | <b>\$ 29,163,494</b> | <b>\$ 38,651,206</b> | <b>\$ 13,341,007</b> | <b>\$ 17,094,659</b> | <b>\$ 162,370,572</b> |

**City of Alpharetta**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Period Ended April 30, 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                                              | \$ 30,619,266            | \$ -                 | \$ -               | \$ -                  | \$ -                  | \$ -                  | \$ -                     | \$ 6,805,982       | \$ 37,425,248      |
| Local Option Sales Tax                                    | 16,172,964               | -                    | -                  | -                     | -                     | -                     | -                        | -                  | 16,172,964         |
| Transportation SPLOST                                     | -                        | -                    | -                  | -                     | -                     | -                     | 10,907,056               | -                  | 10,907,056         |
| Other Taxes                                               | 15,704,718               | -                    | -                  | -                     | -                     | -                     | -                        | 6,870,488          | 22,575,206         |
| Licenses and permits                                      | 3,044,823                | -                    | -                  | -                     | -                     | -                     | -                        | -                  | 3,044,823          |
| Intergovernmental                                         | 110,174                  | 268,746              | 2,266,534          | -                     | -                     | -                     | -                        | 993,013            | 3,638,467          |
| Charges for services                                      | 3,586,188                | -                    | -                  | -                     | -                     | -                     | -                        | 3,172,894          | 6,759,082          |
| Impact Fees                                               | -                        | -                    | -                  | -                     | -                     | -                     | -                        | 353,471            | 353,471            |
| Fines/Forfeitures                                         | 2,884,727                | -                    | -                  | -                     | -                     | -                     | -                        | 60,145             | 2,944,872          |
| Investment earnings (Loss)                                | 1,022,696                | 257,685              | (12,664)           | 42,288                | 843,114               | 1,169,120             | 240,035                  | 350,597            | 3,912,870          |
| Contributions and Donations                               | 89,101                   | 442,264              | 75,000             | -                     | -                     | -                     | -                        | 4,496              | 610,861            |
| Misc Revenue                                              | 71,771                   | -                    | -                  | -                     | -                     | -                     | -                        | -                  | 71,771             |
| Other                                                     | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Total revenues                                            | 73,306,427               | 968,695              | 2,328,870          | 42,288                | 843,114               | 1,169,120             | 11,147,091               | 18,611,085         | 108,416,690        |
| EXPENDITURES                                              |                          |                      |                    |                       |                       |                       |                          |                    |                    |
| Current:                                                  |                          |                      |                    |                       |                       |                       |                          |                    |                    |
| Unallocated                                               | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| General government                                        | 9,035,872                | 498,450              | -                  | -                     | -                     | -                     | -                        | 2,674,556          | 12,208,878         |
| Public safety                                             | 28,832,051               | 2,930,823            | 66,359             | -                     | -                     | -                     | -                        | 4,094,548          | 35,923,781         |
| Public works                                              | 7,451,979                | 2,085,414            | 1,979,355          | 152,363               | -                     | 4,223,134             | 1,485,411                | 2,706,079          | 20,083,735         |
| Economic and community development                        | 3,544,169                | 215,906              | 541,444            | -                     | -                     | -                     | -                        | -                  | 4,301,519          |
| Alpharetta Business Community                             | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Culture and recreation                                    | 8,940,712                | 1,895,863            | -                  | 34,850                | 974,195               | -                     | -                        | 707,047            | 12,552,666         |
| Contingency                                               | 15,908                   | -                    | -                  | -                     | -                     | -                     | -                        | -                  | 15,908             |
| Professional Services                                     | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Debt service:                                             |                          |                      |                    |                       |                       |                       |                          |                    |                    |
| Principal                                                 | 205,000                  | -                    | -                  | -                     | -                     | -                     | -                        | 3,738,694          | 3,943,694          |
| Interest                                                  | 83,640                   | -                    | -                  | -                     | -                     | -                     | -                        | 4,285,635          | 4,369,275          |
| Other Costs                                               | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Bond issuance costs                                       | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Capital outlay                                            | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Total expenditures                                        | 58,109,331               | 7,626,456            | 2,587,158          | 187,213               | 974,195               | 4,223,134             | 1,485,411                | 18,206,559         | 93,399,456         |
| Excess (deficiency) of revenues over (under) expenditures | 15,197,096               | (6,657,761)          | (258,288)          | (144,924)             | (131,081)             | (3,054,014)           | 9,661,681                | 404,527            | 15,017,234         |
| OTHER FINANCING SOURCES (USES)                            |                          |                      |                    |                       |                       |                       |                          |                    |                    |
| Transfers in                                              | 2,286,107                | 9,533,167            | -                  | -                     | -                     | -                     | -                        | 3,500,000          | 15,319,274         |
| Transfers out                                             | (13,033,167)             | -                    | -                  | -                     | -                     | -                     | -                        | (2,286,107)        | (15,319,274)       |
| Loan Proceeds                                             | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Capital Leases                                            | -                        | 2,353,251            | -                  | -                     | -                     | -                     | -                        | -                  | 2,353,251          |
| Sale of capital assets                                    | 37,898                   | -                    | -                  | -                     | -                     | -                     | -                        | -                  | 37,898             |
| Sale of non-capital assets                                | 6,172                    | 400                  | -                  | -                     | -                     | -                     | -                        | -                  | 6,572              |
| Land Sale                                                 | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Insurance Proceeds                                        | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Bond Proceeds                                             | -                        | -                    | -                  | -                     | -                     | -                     | -                        | -                  | -                  |
| Total other financing sources and (uses)                  | (10,702,989)             | 11,886,818           | -                  | -                     | -                     | -                     | -                        | 1,213,893          | 2,397,721          |
| Net change in fund balances                               | 4,494,106                | 5,229,057            | (258,288)          | (144,924)             | (131,081)             | (3,054,014)           | 9,661,681                | 1,618,420          | 17,414,955         |
| 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                                    | \$ 47,381,726            | \$ 13,830,408        | \$ (109,847)       | \$ 45,446             | \$ 29,144,918         | \$ 38,535,764         | \$ 13,310,089            | \$ 13,552,144      | \$ 155,690,648     |

City of Alpharetta  
Combining Balance Sheet  
Non-Major Governmental Funds  
April 30, 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   |
| <b>ASSETS</b>                              |                     |                     |                            |                          |                   |                     |                     |                     |                         |                      |
| Cash / Cash Equivalents / Investments      | \$ 1,175,879        | \$ 4,629,508        | \$ 287,122                 | \$ 35,160                | \$ 98,345         | \$ 1,706,749        | \$ 3,239,432        | \$ 1,448,431        | \$ 4,281,551            | \$ 16,902,177        |
| Taxes Receivable                           | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Pre-Paid Expenditures                      | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Accounts Receivable                        | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Property Taxes                             | -                   | -                   | -                          | -                        | -                 | -                   | -                   | 188,133             | -                       | 188,133              |
| Intergovernmental Receivable               | -                   | -                   | -                          | -                        | 4,349             | -                   | -                   | -                   | -                       | 4,349                |
| Due From Other Funds                       |                     |                     |                            |                          |                   |                     |                     |                     |                         |                      |
| Restricted                                 | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| <b>Total Assets</b>                        | <b>1,175,879</b>    | <b>4,629,508</b>    | <b>287,122</b>             | <b>35,160</b>            | <b>102,694</b>    | <b>1,706,749</b>    | <b>3,239,432</b>    | <b>1,636,564</b>    | <b>4,281,551</b>        | <b>17,094,659</b>    |
| <b>LIABILITIES</b>                         |                     |                     |                            |                          |                   |                     |                     |                     |                         |                      |
| Accounts Payable                           | -                   | -                   | -                          | -                        | -                 | 1,362               | -                   | -                   | 2,500                   | 3,862                |
| Retainage Payable                          | 30,937              | 26,848              | -                          | -                        | -                 | -                   | 29,310              | -                   | 20,016                  | 107,111              |
| Intergovernmental Payable                  | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Arbitrage Payable                          | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Compensated Absences                       | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Payroll Liabilities                        | -                   | -                   | -                          | -                        | -                 | 4,182               | -                   | -                   | -                       | 4,182                |
| Due to Other Fund                          | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Deferred Revenue                           | -                   | -                   | -                          | -                        | 4,349             | -                   | -                   | 188,133             | -                       | 192,482              |
| Unearned Revenue                           | -                   | -                   | -                          | -                        | -                 | -                   | 3,210,122           | 24,755              | -                       | 3,234,877            |
| <b>Total Liabilities</b>                   | <b>30,937</b>       | <b>26,848</b>       | <b>-</b>                   | <b>-</b>                 | <b>4,349</b>      | <b>5,544</b>        | <b>3,239,432</b>    | <b>212,888</b>      | <b>22,517</b>           | <b>3,542,515</b>     |
| <b>FUND BALANCES</b>                       |                     |                     |                            |                          |                   |                     |                     |                     |                         |                      |
| Restricted:                                |                     |                     |                            |                          |                   |                     |                     |                     |                         |                      |
| Capital Projects                           | -                   | 3,396,473           | -                          | -                        | -                 | -                   | (2,627,184)         | -                   | 3,503,263               | 4,272,551            |
| Law Enforcement                            | -                   | -                   | 57,868                     | 35,160                   | -                 | -                   | -                   | -                   | -                       | 93,029               |
| Promotion of Tourism                       | 558,920             | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | 558,920              |
| Emergency Telephone Activities             | -                   | -                   | -                          | -                        | -                 | 691,960             | -                   | -                   | -                       | 691,960              |
| Debt Service                               | -                   | -                   | -                          | -                        | -                 | -                   | -                   | 645,279             | -                       | 645,279              |
| Assigned for: Grant Projects               | -                   | -                   | -                          | -                        | -                 | -                   | -                   | -                   | -                       | -                    |
| Grant Projects                             | -                   | -                   | -                          | -                        | 72,225            | -                   | -                   | -                   | -                       | 72,225               |
| Encumbrances                               | -                   | 1,068,916           | -                          | -                        | 5,445             | 556,693             | 2,627,184           | -                   | 682,908                 | 4,941,146            |
| Unallocated                                | 586,022             | 137,271             | 229,254                    | -                        | 20,675            | 452,552             | -                   | 778,397             | 72,863                  | 2,277,034            |
| <b>Total Fund Balances</b>                 | <b>1,144,942</b>    | <b>4,602,660</b>    | <b>287,122</b>             | <b>35,160</b>            | <b>98,345</b>     | <b>1,701,205</b>    | <b>-</b>            | <b>1,423,676</b>    | <b>4,259,034</b>        | <b>13,552,144</b>    |
| <b>Total Liabilities and Fund Balances</b> | <b>\$ 1,175,879</b> | <b>\$ 4,629,508</b> | <b>\$ 287,122</b>          | <b>\$ 35,160</b>         | <b>\$ 102,694</b> | <b>\$ 1,706,749</b> | <b>\$ 3,239,432</b> | <b>\$ 1,636,564</b> | <b>\$ 4,281,551</b>     | <b>\$ 17,094,659</b> |

**City of Alpharetta**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Non-major Governmental Funds**  
**For the Period Ended April 30, 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                                   | \$ 6,870,488    | \$ -         | \$ -                       | \$ -                     | \$ -            |              | \$ -                | \$ -              | \$ -                    | \$ 6,870,488       |
| Property tax                                      | -               | -            | -                          | -                        | -               | -            | -                   | 6,805,982         | -                       | 6,805,982          |
| Charges for Service                               | -               | -            | -                          | -                        | 90,425          | 3,082,470    | -                   | -                 | -                       | 3,172,894          |
| Impact Fees                                       | -               | 353,471      | -                          | -                        | -               | -            | -                   | -                 | -                       | 353,471            |
| Forfeiture Income                                 | -               | -            | 44,583                     | 15,562                   | -               | -            | -                   | -                 | -                       | 60,145             |
| Intergovernmental                                 | -               | -            | -                          | -                        | 4,135           | -            | 988,878             | -                 | -                       | 993,013            |
| Contributions & Donations                         | -               | -            | -                          | -                        | -               | -            | -                   | -                 | 4,496                   | 4,496              |
| Investment Earnings (Loss)                        | 27,924          | 97,367       | -                          | -                        | 2,981           | 30,500       | -                   | 111,028           | 80,797                  | 350,597            |
| Other                                             | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Total revenues                                    | 6,898,412       | 450,837      | 44,583                     | 15,562                   | 97,541          | 3,112,970    | 988,878             | 6,917,010         | 85,293                  | 18,611,085         |
| EXPENDITURES:                                     |                 |              |                            |                          |                 |              |                     |                   |                         |                    |
| Tourism                                           | 2,664,791       | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | 2,664,791          |
| Community Development                             | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Culture/Recreation                                | 577,617         | 49,410       | -                          | -                        | 70,916          | -            | 9,104               | -                 | -                       | 707,047            |
| Public Safety                                     | -               | 18,690       | 60,371                     | 18,469                   | 45,294          | 3,951,725    | -                   | -                 | -                       | 4,094,548          |
| Public Works                                      | -               | 683,354      | -                          | -                        | -               | -            | 979,774.39          | -                 | 1,042,951               | 2,706,079          |
| General Government                                | 2,915           | -            | -                          | -                        | -               | -            | -                   | 6,850             | -                       | 9,765              |
| Debt Service:                                     | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Principal                                         | 650,000         | -            | -                          | -                        | -               | 73,694       | -                   | 3,015,000         | -                       | 3,738,694          |
| Interest                                          | 715,213         | -            | -                          | -                        | -               | 3,083        | -                   | 3,567,340         | -                       | 4,285,635          |
| Bond Issuance Costs                               | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Total expenditures                                | 4,610,536       | 751,454      | 60,371                     | 18,469                   | 116,210         | 4,028,501    | 988,878             | 6,589,190         | 1,042,951               | 18,206,559         |
| Excess (deficiency) of revenues over expenditures | 2,287,876       | (300,617)    | (15,788)                   | (2,907)                  | (18,669)        | (915,532)    | -                   | 327,820           | (957,658)               | 404,527            |
| OTHER FINANCING SOURCES (USES):                   |                 |              |                            |                          |                 |              |                     |                   |                         |                    |
| Transfers in / out:                               |                 |              |                            |                          |                 |              |                     |                   |                         |                    |
| General fund                                      | (2,286,107)     | -            | -                          | -                        | -               | -            | -                   | -                 | 3,500,000               | 1,213,893          |
| Budgeted Fund Balance:                            | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Capital Leases                                    | -               | -            | -                          | -                        | -               | -            | -                   | -                 | -                       | -                  |
| Total other financing sources                     | (2,286,107)     | -            | -                          | -                        | -               | -            | -                   | -                 | 3,500,000               | 1,213,893          |
| Net change in fund balances                       | 1,769           | (300,617)    | (15,788)                   | (2,907)                  | (18,669)        | (915,532)    | -                   | 327,820           | 2,542,342               | 1,618,420          |
| 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                            | \$ 1,144,942    | \$ 4,602,660 | \$ 287,122                 | \$ 35,160                | \$ 98,345       | \$ 1,701,205 | \$ -                | \$ 1,423,676      | \$ 4,259,034            | \$ 13,552,144      |

**City of Alpharetta**  
**Enterprise Fund -Solid Waste**  
**Statement of Net Position**  
**April 30, 2023**

|                                                            | <u><b>Solid Waste</b></u>  |
|------------------------------------------------------------|----------------------------|
| <b>ASSETS</b>                                              |                            |
| Current Assets:                                            |                            |
| Cash and Cash Equivalents & Investments                    | \$ 1,238,571               |
| Inventories, at cost                                       | -                          |
| Accounts Receivables (net of allowance for uncollectibles) | 121,736                    |
| Prepaid Insurance Expenses                                 | -                          |
| Total Current Assets                                       | <u>1,360,307</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>                   |
| <b>Total Assets</b>                                        | <u><b>1,360,307</b></u>    |
| <b>LIABILITIES</b>                                         |                            |
| Current Liabilities:                                       |                            |
| Accounts Payable                                           | 16,290                     |
| Accounts Payable/ Customer Credit Balances                 | 57,438                     |
| Accounts Payable/ Customer Pre-Paid Service                | -                          |
| Payroll Liabilities                                        | -                          |
| Accrued Salaries                                           | -                          |
| Accrued Interest Payable                                   | -                          |
| Compensated Absences Payable                               | -                          |
| Notes Payable - Revenue Bonds                              | -                          |
| Due to Other Funds                                         | -                          |
| Total Current Liabilities                                  | <u>73,727</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>                   |
| <b>Total Liabilities</b>                                   | <u><b>73,727</b></u>       |
| <b>NET ASSETS</b>                                          |                            |
| Invested in Capital Assets, net of related debt            | -                          |
| Reserved for Debt Service                                  | -                          |
| Reserved for Encumbrances                                  | -                          |
| Unreserved                                                 | 1,286,579                  |
| Total Net Assets                                           | <u>1,286,579</u>           |
| <b>Total Liabilities &amp; Net Assets</b>                  | <u><b>\$ 1,360,307</b></u> |

**City of Alpharetta**  
**Enterprise Fund - Solid Waste**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**For the Period Ended April 30, 2023**

|                                                      |                            |
|------------------------------------------------------|----------------------------|
| Operating revenues:                                  |                            |
| Charges for sales and services:                      |                            |
| Refuse Collection charges                            | \$ 5,135,150               |
| Misc Revenue                                         | 1,405                      |
| Total operating revenues                             | <u>5,136,555</u>           |
| Operating expenses:                                  |                            |
| Administration                                       | 5,608,904                  |
| Non-departmental                                     | -                          |
| Total operating expenses                             | <u>5,608,904</u>           |
| Operating Gain (loss)                                | (472,349)                  |
| Non-operating revenues (expenses):                   |                            |
| Investment earnings (Loss)                           | 16,673                     |
| Total non-operating revenue (expenses)               | <u>16,673</u>              |
| Income (loss) before transfers                       | (455,676)                  |
| Transfers In                                         | -                          |
| Transfers Out                                        | <u>-</u>                   |
| Change In Net Assets                                 | (455,676)                  |
| <b>Total net assets-beginning</b>                    | <b><u>115,976</u></b>      |
| <b>Total net assets-ending (net of encumbrances)</b> | <b><u>(339,700)</u></b>    |
| Adjustments to GAAP basis:                           |                            |
| Encumbrances                                         | 1,626,280                  |
| Misc adj-Encumbrances Resv/Prior Year                |                            |
| <b>Total net assets-ending</b>                       | <b><u>\$ 1,286,579</u></b> |



# DEVELOPMENT AUTHORITY



## Revenue & Expenditure Report GAAP Financial Statements



# ALPHARETTA DEVELOPMENT AUTHORITY

## Financial Management Report - As of April 30, 2023 (unaudited)

GEORGIA

| Account #                 | Project                                                | Total Budget | Actuals       |               | Encumbrances | Remaining |
|---------------------------|--------------------------------------------------------|--------------|---------------|---------------|--------------|-----------|
|                           |                                                        |              | (Collections/ | Expenditures) |              |           |
| 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       | 12,621        |               |              | 11,079    |
|                           | subtotal                                               | \$ 353,450   | \$ 342,371    |               | \$ 11,079    |           |
| (1) 99575100-395000       | Carryforward Fund Balance                              | \$ 214,749   | \$ -          |               | \$ 214,749   |           |
|                           | subtotal                                               | \$ 214,749   | \$ -          |               | \$ 214,749   |           |
|                           | Total                                                  | \$ 568,199   | \$ 342,371    |               | \$ 225,828   |           |
| Expenditures              |                                                        |              |               |               |              |           |
| 99575100-571000-C1403     | Local Job Creation Grant Program                       | \$ 32,500    | \$ -          | \$ -          | \$ 32,500    |           |
| 99575100-544100-C1532     | ATC Operational Funds                                  | 95,000       | 87,083        | 7,917         |              | -         |
| 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       | 10,000        | 10,000        |              | -         |
|                           | subtotal                                               | \$ 285,948   | \$ 157,083    | \$ 17,917     | \$ 110,948   |           |
| (2) 99575100-523860-C1535 | Innovation Center Operations (Maintenance Contracts)   | \$ 12,000    | \$ 5,979      | \$ 1,500      | \$ 4,521     |           |
| (2) 99575100-531200-C1535 | Innovation Center Operations (Miscellaneous Utilities) | 1,100        | 784           | -             |              | 316       |
| (2) 99575100-531210-C1535 | Innovation Center Operations (Water/Sewer)             | 1,200        | 1,027         | -             |              | 173       |
| (2) 99575100-531220-C1535 | Innovation Center Operations (Natural Gas)             | 5,000        | 3,992         | -             |              | 1,008     |
| (2) 99575100-531230-C1535 | Innovation Center Operations (Electricity)             | 4,400        | 2,843         | -             |              | 1,557     |
|                           | subtotal                                               | \$ 23,700    | \$ 14,626     | \$ 1,500      | \$ 7,574     |           |
| 99575100-579000           | Reserve                                                | \$ 258,551   | \$ -          | \$ -          | \$ 258,551   |           |
|                           | Total                                                  | \$ 568,199   | \$ 171,709    | \$ 19,417     | \$ 377,073   |           |

- (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 April 30, 2023 (unaudited)



| Account #                          | Project                                               | Total Budget | Actuals<br>(Collections/<br>Expenditures) | Encumbrances | Remaining |
|------------------------------------|-------------------------------------------------------|--------------|-------------------------------------------|--------------|-----------|
| <b>Fund Balance Reconciliation</b> |                                                       |              |                                           |              |           |
|                                    | <b>Fund Balance (beginning of Fiscal Year)</b>        |              | \$ 214,749                                |              |           |
|                                    | Revenues collected to date                            |              | 342,371                                   |              |           |
|                                    | Expenditures incurred to date                         |              | (171,709)                                 |              |           |
|                                    | <b>Fund Balance (current)</b>                         |              | <b>\$ 385,411</b>                         |              |           |
|                                    | Forecasted revenue collections                        |              | 2,005                                     |              |           |
|                                    | <b>Fund Balance (forecasted)</b>                      |              | <b>\$ 387,416</b>                         |              |           |
|                                    | Fund Balance Allocation (forecasted):                 |              |                                           |              |           |
|                                    | Non-Spendable (unspent/remaining project allocations) |              | \$ 128,865                                |              |           |
|                                    | Spendable (available for investment by the Board)*    |              | 258,551                                   |              |           |
|                                    |                                                       |              | <b>\$ 387,416</b>                         |              |           |

\* 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**  
**April 30, 2023**

**ASSETS**

Current Assets:

|                                         |            |
|-----------------------------------------|------------|
| Cash and Cash Equivalents               | \$ 385,432 |
| Investments                             | -          |
| Receivables                             | -          |
| Restricted Cash for Bond Issuance Costs | -          |

**Total Assets** 385,432

**LIABILITIES**

Current Liabilities:

|                           |           |
|---------------------------|-----------|
| Accounts Payable          | 21        |
| Deferred Revenue          | -         |
| Due to Other Funds        | -         |
| Total Current Liabilities | <u>21</u> |

Current Liabilities Payable from Restricted Assets:

|                                                          |          |
|----------------------------------------------------------|----------|
|                                                          | -        |
| Total Current Liabilities Payable from Restricted Assets | <u>-</u> |

Noncurrent Liabilities:

|                              |           |
|------------------------------|-----------|
|                              | -         |
| Total Noncurrent Liabilities | <u>-</u>  |
| Total Liabilities            | <u>21</u> |

**Fund Balance**

|                    |                |
|--------------------|----------------|
| Restricted         | 128,865        |
| Unallocated        | 256,546        |
| Total Fund Balance | <u>385,411</u> |

**Total Liabilities & Fund Balance** \$ 385,432

**City of Alpharetta**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**COMPONENT UNIT-DEVELOPMENT AUTHORITY**  
**For the Period Ended April 30, 2023**

|                                                              | <u><b>Actual<br/>Amounts</b></u> |
|--------------------------------------------------------------|----------------------------------|
| <b>Revenues</b>                                              |                                  |
| Rent/Royalties                                               | \$ 12,621                        |
| State Grant                                                  | -                                |
| Fees                                                         | 234,750                          |
| Contributions & Donations                                    | 95,000                           |
| Miscellaneous Income-Interest                                | -                                |
| Miscellaneous Revenue                                        | -                                |
|                                                              | <hr/>                            |
| <b>Total Revenues</b>                                        | <b><u><u>342,371</u></u></b>     |
| <b>Expenditures</b>                                          |                                  |
| Economic Development                                         | 175,000                          |
| Maintenance Contracts                                        | 7,479                            |
| Donation to private source                                   | -                                |
| Utilities - Miscellaneous                                    | 8,647                            |
| Debt Service:                                                |                                  |
| Principal                                                    | -                                |
| Interest                                                     | -                                |
|                                                              | <hr/>                            |
| <b>Total Expenditures</b>                                    | <b><u><u>191,126</u></u></b>     |
| Excess (deficiency) of revenues<br>over (under) expenditures | 151,245                          |
| <b>Other Financing Sources (Uses)</b>                        |                                  |
| Sale of capital assets                                       | -                                |
|                                                              | <hr/>                            |
| <b>Net Change in Fund Balances</b>                           | 151,245                          |
| <b>Fund Balance, Beginning of Year</b>                       | <b><u><u>214,749</u></u></b>     |
| Encumbrances                                                 | 19,417                           |
| <b>Fund Balance, End of Year</b>                             | <b><u><u>385,411</u></u></b>     |





# STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Sponsored By: Staff Initiated

Meeting Date: June 26, 2023

## I. AGENDA ITEM TITLE: CUMMING STREET RIGHT OF WAY WARRANTY DEED

*THE DEVELOPER FOR THE 1858 SUBDIVISION SEEKS TO DEDICATE RIGHT OF WAY TO THE CITY ALONG CUMMING STREET.*

## II. RECOMMENDATION:

Staff is requesting Mayor and Council accept the Cumming Street right of way dedication related to The 1858 subdivision, which is presently under development.

## III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THIS DISCUSSION ITEM  
HAS NO CURRENT BUDGETARY IMPACT.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

## IV. REPORT IN BRIEF:

The developer for The 1858 subdivision seeks to dedicate to the city 0.13-acres of right of way adjacent to their property frontage on Cumming Street. This right of way dedication would ensure new city infrastructure including street curbing, streetlights and a widened sidewalk are held on publicly owned land.

## V. ALTERNATIVES:

## VI. ATTACHMENTS:

Right of Way Warranty Deed

**After recording, please return to:**

Jeff Strickland, Esq.  
Jarrard & Davis, LLP  
222 Webb Street  
Cumming, Georgia 30040

Re: Tax Parcel Nos.      22 498112531603  
                                 22 498112531496  
                                 22 498112531504  
                                 22 498112531512  
                                 22 498112531520  
                                 22 498112531538  
                                 22 498112531611  
                                 22 498112531546  
                                 22 498112531553  
                                 22 498112531561  
                                 22 498112531579  
                                 22 498112531587  
                                 22 498112531595

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**RIGHT OF WAY WARRANTY DEED**

THIS INDENTURE is made this 7 day of June, 2023, between **1858 ALPHARETTA PARTNERS, LLC**, a Georgia limited liability company, hereinafter called "Grantor," and the **CITY OF ALPHARETTA**, a Georgia municipal corporation, hereinafter called "Grantee." Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WITNESSETH, That, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 1253 of the 2<sup>nd</sup> District, 2<sup>nd</sup> Section, City of Alpharetta, Fulton County, Georgia, and being the proposed **0.13 acre (5,517 square feet)** area, marked as "R/W Dedication Area," as more fully depicted (on page 1 of 2) and described (on page 2 of 2) on Exhibit "A" attached hereto, being a document titled "R/W Dedication Exhibit For: The 1858 – 109 Cumming Street," dated April 24, 2023, under seal of Clinton R. Coulter, RLS# 3471.



TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any way appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever arising by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

**1858 ALPHARETTA PARTNERS, LLC**, a  
Georgia limited liability company

  
\_\_\_\_\_  
Witness

By: Vision Development Partners, LLC, a  
Georgia limited liability company, as its  
Operating Member

  
\_\_\_\_\_  
Notary Public

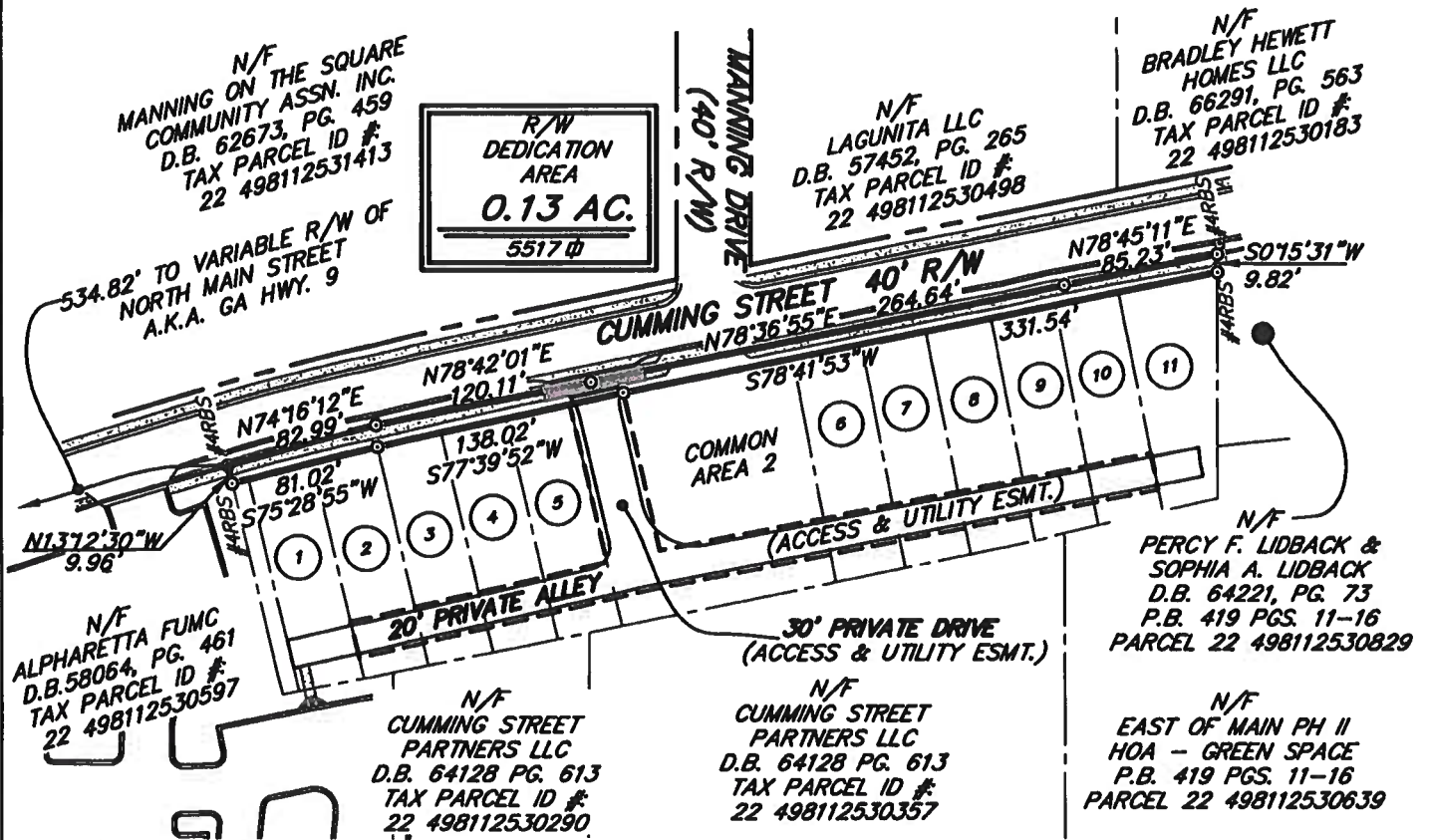
By:  (seal)  
\_\_\_\_\_  
Steven C. Smith, Managing Member

My Commission expires: *July 19, 2024*

(affix notary seal)



# EXHIBIT A



|                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                |                                                                                                                                                                                                                                                                       |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p>PREPARED IN THE OFFICE OF</p> <p><b>GASKINS &amp; LECRAW</b><br/>         © 2023 GASKINS &amp; LECRAW, INC.<br/>         147 REINHARDT COLLEGE PKWY<br/>         SUITE 3<br/>         CANTON, GA 30114<br/>         PHONE: 770 479 0008<br/>         FAX: 770 479 7543<br/>         www.gaskinsleecraw.com<br/>         PEF008127</p> | <p><b>811</b></p> <p>Know what's below.<br/>Call before you dig.</p> <p>DRAWN BY: JC<br/>         JOB #: 01M810N DEVELOPMENT<br/>         DATE: 04/24/2023</p> | <p>R/W DEDICATION EXHIBIT FOR:</p> <p><b>THE 1858</b><br/> <b>109 CUMMING STREET</b><br/>         TAX PARCELS 22 498112530357 &amp; 22 498112530316<br/>         LAND LOT 1253, 2nd DISTRICT, 2nd SECTION<br/>         CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA</p> | <p><b>1 OF 2</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|

### RIGHT OF WAY DEDICATION DESCRIPTION

ALL OF THAT TRACT OR PARCEL BEING IN LAND LOT 1253 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY VARIABLE RIGHT OF WAY OF NORTH MAIN STREET (A.K.A. GA HIGHWAY 9) WITH THE SOUTHERLY 40 FOOT RIGHT OF WAY RIGHT OF WAY OF CUMMING STREET;

THENCE PROCEEDING ALONG THE EXISTING SOUTHERLY 40 FOOT RIGHT OF WAY RIGHT OF WAY OF CUMMING STREET 534.82 FEET TO A #4 REBAR SET WHICH IS THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES:

NORTH 74 DEGREES 16 MINUTES 12 SECONDS EAST A DISTANCE OF 82.99 FEET TO A POINT;  
THENCE NORTH 78 DEGREES 42 MINUTES 01 SECONDS EAST A DISTANCE OF 120.11 FEET TO A POINT;  
THENCE NORTH 78 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE OF 264.64 FEET TO A POINT;  
THENCE NORTH 78 DEGREES 45 MINUTES 11 SECONDS EAST A DISTANCE OF 85.23 FEET TO A #4 REBAR SET;

THENCE DEPARTING SAID EXISTING SOUTHERLY RIGHT OF WAY AND PROCEEDING ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY OF CUMMING STREET THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 15 MINUTES 31 SECONDS WEST A DISTANCE OF 9.82 FEET TO A #4 REBAR SET;  
THENCE SOUTH 78 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 331.54 FEET TO A POINT;  
THENCE SOUTH 77 DEGREES 39 MINUTES 52 SECONDS WEST A DISTANCE OF 138.02 FEET TO A POINT;  
THENCE SOUTH 75 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 81.02 FEET TO A #4 REBAR SET;  
THENCE NORTH 13 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 9.96 FEET TO A #4 REBAR SET ON THE EXISTING SOUTHERLY 40 FOOT RIGHT OF WAY RIGHT OF WAY OF CUMMING STREET, WHICH IS THE TRUE POINT OF BEGINNING.

SAID RIGHT OF WAY DEDICATION TRACT OR PARCEL BEING 0.13 ACRES (5517 SQUARE FEET) MORE OR LESS.



PREPARED IN THE OFFICE OF



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DRAWN BY: JIC  
JOB #: 0:VISION DEVELOPMENT  
DATE: 04/24/2023

R/W DEDICATION DESCRIPTION FOR:

THE 1858  
109 CUMMING STREET  
TAX PARCELS 22 498112530357 & 22 498112530316  
LAND LOT 1253, 2nd DISTRICT, 2nd SECTION  
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

SHEET TITLE

**2 OF 2**



# STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Meeting Date: June 19, 2023

## AGENDA ITEM: PH-23-08 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – ZONING PROCEDURES LAW

Consideration of text amendments to the Unified Development Code (UDC) to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.

### PLANNING COMMISSION RECOMMENDATION:

This item was considered at the June 1, 2023 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended to approve the item as presented. Vote 7-0

### ITEM DESCRIPTION:

Staff recommends text amendments to Unified Development Code (UDC) to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia. The State's revised Zoning Procedures Law goes into effect on July 1, 2023. The most significant change to the zoning procedures law requires a local government to place a legal advertisement in the newspaper of general circulation and send mailed notices at least 30 days and no more than 45 days in advance of a public hearing for a quasi-judicial decision, which includes variances, special exceptions, exceptions, historic designation, and certificates of appropriateness. The impact of this change primarily impacts notification related to public hearings before the Board of Zoning Appeals (BZA) and Historic Preservation Commission (HPC). Currently, BZA requests are advertised on the City's website and at City Hall, while requests before the HPC require advertisement in the newspaper of general circulation at least fifteen (15) days and no more than 45 days in advance of the public hearing.

It is recommended that legislative public hearing requests, such as comprehensive land use plan amendments, rezonings, master plans, master plan amendments, conditional use permits, and text amendments maintain the current legal advertising notice (newspaper and mailed notification) of at least fifteen (15) days and no more than 45 days in advance of the public hearing. Staff has provided two (2) options for City Council consideration: 1) Amend procedures related to legislative and quasi-judicial requests to 30 days advance notification, or 2) Amend procedures related to quasi-judicial requests only to 30 days advance notification.

Additional UDC text amendments include procedural changes related to indoor shooting ranges, adult entertainment, appeal of administrative variance decisions, designated officials for appeal proceedings, presiding officer, speaker requirements, speaker time limits, appeal process, and amendments to the timing of Board actions.

### ATTACHMENTS:

- |    |                                                                    |
|----|--------------------------------------------------------------------|
| 1. | Ordinance UDC ZPL Text Amendment<br>New State Zoning Law July 2023 |
|----|--------------------------------------------------------------------|

**AN ORDINANCE OF THE CITY OF ALPHARETTA, GEORGIA TO  
AMEND THE UNIFIED DEVELOPMENT CODE OF THE CITY OF  
ALPHARETTA, GEORGIA TO AMEND PROCEDURES TO ENSURE  
CONSISTENCY WITH THE ZONING PROCEDURES LAW; TO  
REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN  
EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

**WHEREAS**, the Unified Development Code of the City of Alpharetta regulates zoning within the City of Alpharetta, and

**WHEREAS**, the Georgia Legislature adopted revisions to the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, et seq. “ZPL”) establishing minimum procedures for the conduct and enforcement of zoning by local jurisdictions; and

**WHEREAS**, the revisions to the ZPL require local jurisdictions to meet certain minimum procedural requirements as part of their zoning ordinances; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the City’s residents to amend the Zoning Ordinance to satisfy the minimum requirements set forth in the State ZPL;

**NOW THEREFORE, THE COUNCIL OF THE CITY OF ALPHARETTA  
HEREBY ORDAINS** as follows:

- Section 1.** The Unified Development Code of the City of Alpharetta, Georgia is hereby amended as provided in Exhibit A.
- Section 2.** That all Ordinances, parts of Ordinances, or regulations in conflict herewith are hereby repealed.
- Section 3.** That if any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and thus, the provisions of this Ordinance are declared severable.

**Section 4.** This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature approval of the Mayor.

**SO ORDAINED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the public's health, safety, and welfare demanding it.

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

**COUNCIL MEMBERS**

\_\_\_\_\_  
Donald F. Mitchell

\_\_\_\_\_  
Brian Will

\_\_\_\_\_  
Douglas J. Derito

\_\_\_\_\_  
John Hipes

\_\_\_\_\_  
Jason Binder

\_\_\_\_\_  
Dan Merkel

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
Molly Esswein, City Attorney

## EXHIBIT A

Section 2.4.1(F)(1) is amended by replacing “4.5.4” with “4.5.5”

Section 2.7.4(D) is amended by deleting the subsection in its entirety and replacing it with the following:

1. Every applicant for a license shall make a written application to the City Clerk on forms prescribed by the City Clerk. All Applications shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in the amount of one hundred dollars (\$100.00) to defray investigative and administrative costs. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the one hundred dollar (\$100.00) investigative fee shall be retained.
2. Every application for a license shall be accompanied by one or more fully completed background questionnaires on forms prescribed by the City Clerk. The background questionnaire shall be completed by the owner and primary operator of the Range. If the owner is a corporation or partnership, each officer and director of the corporation and each general partner of the partnership shall provide a background questionnaire.
3. The City Clerk or her designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws, and to the police department to investigate the character and reputation of the applicant and other parties required to submit background questionnaires.
4. The City shall have ninety (90) days from receipt of a completed application for a license to make a decision in which to grant or deny a license. The council shall make a final decision regarding whether to grant or deny a license only after a public hearing. Notice of the hearing shall be published in a newspaper of general circulation within the City not less than thirty (30) and not more than forty-five (45) days prior to the date set for the public hearing. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least thirty (30) days prior to the hearing date by regular mail. The notice shall state the time, place and purpose of the hearing. The public hearing shall be conducted according to the procedures established in Section 4.2. In the event the city council has not granted or denied the application within ninety (90) days, the license shall automatically issue.

Section 2.7.4(G) is amended by deleting the subsection in its entirety and replacing it with the following:

*G. Suspension or Revocation of License.* The City Clerk may suspend or revoke the license of any licensee found to have violated any provision of this Ordinance. However, no license shall be suspended or revoked without the opportunity for a hearing before the City Council. Any licensee desiring a hearing shall, within fifteen (15) days of being notified of an Ordinance violation, file a written petition for a hearing in the office of the City Clerk. A hearing shall be conducted by the City Council. Notice of the hearing shall be published in the newspaper utilized by Alpharetta as the legal organ not less than thirty (30) and not more than forty-five (45) days prior to the date set for the public hearing. The notice shall state the time, place and purpose of the hearing. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least thirty (30) days prior to the hearing date by regular mail. The public hearing shall be conducted according to the procedures established in Section 4.2. The licensee shall have the right to be represented by an attorney at the hearing at the expense of the licensee. The findings of the City Council shall be forwarded to the City Clerk after the conclusion of the hearing and it shall be the duty of the City Clerk to notify the licensee of the action of the City Council. The findings of the City Council shall be final.

Section 2.7.5(M)(2) is amended by deleting the subsection in its entirety and replacing it with the following:

2. The City Clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the Council, the location or street number of the premises where applicant proposes to conduct activities permitted by this Section and the name of each Owner and Operator. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the City not less than thirty (30) and not more than forty-five (45) days prior to the date set for the public hearing. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least thirty (30) days prior to the hearing date by regular mail. The public hearing shall be conducted according to the procedures established in Section 4.2. Each applicant for a license for an Adult Entertainment Establishment shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten (10) days prior to the consideration of the application by the Council, a notice of the pending application, meeting the following minimum specifications: This notice shall be painted or printed in black letters three inches (3") or more in height, against a white background, on a wooden or metal sign and having a surface of not less than twelve square feet (12 sq. ft.), and shall be placed with the base of the sign not more than three feet (3') from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet (10')



therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the Council hearing, and the name of each Owner and Operator making the application.

Section 2.7.5(Q)(5) is amended by deleting the subsection in its entirety and replacing it with the following:

5. When an appeal is placed on the Council agenda, the Council may take either of the following actions:

- (a) Set a hearing date before the City Council and instruct the City Clerk to give such notice of hearing as may be required by law; or
- (b) Appoint a hearing officer and fix the time and place for hearing. The hearing officer may or may not be a City employee, and may be appointed for an extended period of time. The Clerk shall assume responsibility for such publication of notice of the hearing as may be required by law. If a hearing officer is appointed, the hearing shall be conducted in accordance with the procedures set out in this Ordinance.

In either event, at least thirty (30) days but not more than forty-five (45) days prior to any hearing, notice shall be published in a newspaper of general circulation within the City. The notice shall state the time, place and purpose of the hearing. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least thirty (30) days prior to the hearing date by regular mail.

Section 2.7.5(Q)(6) is amended by deleting the subsection in its entirety and replacing it with the following:

6. At any hearing, the hearing officer or the City Council (if it elects not to appoint a hearing officer) shall receive oral and written testimony regarding the appeal. Hearings shall be conducted according to the procedures established in Section 4.2 and under any rules issued by the hearing officer or City Council, which shall be consistent with rules applied in administrative proceedings, and shall ensure that each party may present evidence, cross-examine witnesses and be represented by legal counsel.

Section 2.9.4(C)(3) is amended by deleting the subsection in its entirety and replacing it with the following:

3. Public Hearings. The HPC and the City Council shall each hold a public hearing on any proposed ordinance for the designation of a historic property. Such public hearings may be held on the same date. The HPC shall make a recommendation to the City Council and the City Council will take final action. At least thirty (30) days but not

more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The notice shall state the time, place and purpose of the hearing. Written notice of the hearing shall be mailed not less than thirty (30) nor more than forty-five (45) days prior to the date set for the public hearing. A notice sent via the United States mail to the last known address of the property owner as such address appears in the City ad valorem tax records and a notice sent to the address of the property to the attention of the occupant shall constitute legal notification to the owner and occupant under this section. Such public hearings and the provisions of notice for same shall otherwise be performed in a manner consistent with the requirements of the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, et seq.) and the City public hearing process for a proposed zoning change as provided in Section 4.2; provided, however, the HPC, not the Planning Commission, shall serve as the recommending body to the City Council in regard to such matters.

Section 2.9.7(E) is amended by deleting the subsection in its entirety and replacing it with the following:

E. Public Hearings, Notices, and Right to be Heard. The HPC shall hold a public hearing at which each proposed certificate of appropriateness is discussed. At least thirty (30) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The notice shall state the time, place and purpose of the hearing. Written notice of the hearing shall be mailed not less than thirty (30) nor more than forty-five (45) days prior to the date set for the public hearing to all owners and occupants of the subject property. The public hearing shall be conducted according to the procedures established in Section 4.2.

Section 2.9.7(J) is amended by deleting the subsection in its entirety and replacing it with the following:

J. Deadline for Approval or Rejection of Application for a Certificate of Appropriateness.

1. The HPC shall approve, reject or otherwise act on an application for a certificate of appropriateness within sixty (60) days after the filing thereof by the owner or occupant of a historic property, building, structure, object or historical site. Evidence of approval shall be by a certificate of appropriateness issued by the HPC. Notice of the issuance or denial of a certificate of appropriateness shall be sent by United States certified mail to the applicant and all other persons who have filed a written request for such notice with the HPC.
2. Should the HPC fail to approve or reject an application for a certificate of appropriateness within sixty (60) days the application shall be deemed automatically approved; provided, however, that such sixty (60) day period may be extended an additional thirty (30) days if consideration of an application for a certificate of appropriateness is tabled by the HPC.

Section 2.9.7 (O) is amended by deleting the subsection in its entirety and replacing it with the following:

O. Appeals. Any person adversely affected by any determination made by the HPC relative to the issuance or denial of an application for a certificate of appropriateness may appeal such determination to the City Council. Any such appeal must be filed with the City Council within thirty (30) days after the issuance of the determination pursuant to Subparagraph J.1. of this Subsection, or in the case of a failure of the HPC to act, within thirty (30) days of the expiration of the sixty (60) day period allowed for HPC action, as set forth in Subparagraph J.2. of this Subsection. The notice and procedures of any such appeal shall be conducted in accordance with the procedures established in Section 4.2. The City Council may approve, modify, or reject the determination made by the HPC if the governing body finds that the HPC abused its discretion in reaching its decision. Decisions of the City Council are final and may only be appealed by application for a writ of certiorari to the Superior Court of Fulton County, which must be filed within thirty (30) days of the date of the decision.

Section 2.9.10 is amended by deleting the subsection in its entirety and replacing it with the following:

To the extent not otherwise provided herein, any person adversely affected by a determination made by the HPC may appeal such determination to the City Council. Any such appeal must be filed within thirty (30) days of the date of the subject determination. The notice and procedures of any such appeal shall be conducted in accordance with the procedures established in Section 4.2. Decisions of the City Council are final and may only be appealed by application for a writ of certiorari to the Superior Court of Fulton County, which must be filed within thirty (30) days of the date of the decision.

Section 4.1.2 is amended by deleting the subsection in its entirety and replacing it with the following:

**4.1.2 Public hearing process.**

Before taking final action on a proposed CLUP amendment, the Planning Commission and the City Council each shall hold a public hearing on the proposal. The Director shall publish the schedule of the public hearing dates on an annual basis, along with application filing deadlines.

A. *Public Notice.*

1. *Notification to the General Public.*

- a. At least fifteen (15) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general

circulation within the City. The Director shall prepare such notice, which shall state the time, place and purpose of the hearing.

- b. If a CLUP amendment is to be heard at the public hearing then:
  - (1) The notice in addition to the requirements above, shall include the location of the property, the present land use designation of the property and the proposed land use designation of the property; and
  - (2) The Director shall post, at least fifteen (15) days prior to the public hearing, on a conspicuous place on the property for which an application has been submitted, a sign or signs stating the date, time and place for the public hearing, and the public hearing case number.

2. *Notice to Surrounding Property Owners:* If the proposed CLUP amendment affects only one (1) property, notice shall also be given to the surrounding property owners as follows:

- a. At least ten (10) days prior to the first public hearing at which the amendment will be considered, the Director shall cause a notice to be mailed to the:
  - (1) All persons owning record title to the property located within 500 feet of the property that is the subject matter of amendment.
- b. The notice shall state the time, place and purpose of the hearings by the Planning Commission and the City Council. The written notice shall be mailed to the last known address of the property owners as such addresses appear on the Fulton County ad valorem tax records.

3. *Associated Applications for Zoning or Conditional Use.* If an application for a CLUP amendment is associated with a proposal to rezone property or to obtain approval of a conditional use, the public notice for the CLUP amendment and the zoning change and conditional use may be combined.

B. *Public Hearings.*

- 1. The following procedures shall govern public hearings for purposes of considering applications as specified in this Section.
  - a. Presiding officer. The public hearing shall be conducted by the presiding officer.
  - b. Requirements for speakers. Persons wishing to speak in support (including the applicants and designated representative) or opposition to any application shall provide their name and address on the specified form to City staff prior to speaking at the public hearing. In addition, each person shall be required to disclose any campaign contributions/gifts equal to or greater than \$100 given to any City elected official within two (2) years of the public hearing date.

- c. Time limits. Speakers at the public hearing shall be allowed not less than ten (10) minutes per side, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents.

C. Planning Commission.

1. The Director or his or her designee shall submit each proposed CLUP amendment to the Planning Commission, together with the staff recommendation.
2. The Planning Commission shall review and take action upon each CLUP amendment after holding a public hearing.
3. The Planning Commission by majority of those voting may recommend approval or denial, or make any other recommendation it deems appropriate.
4. The recommendation of the Planning Commission and that of the Director, together with the minutes of the Planning Commission hearing at which the CLUP amendment is reviewed, shall be submitted to the City Council. If the Planning Commission does not act upon the CLUP amendment at its public hearing, the amendment shall process forward to the City Council without a recommendation from the Planning Commission. No member of the Planning Commission shall rule on a matter in which he or she has a financial interest, directly or indirectly.

D. City Council.

1. The Director or his or her designee shall present each proposed CLUP amendment to the City Council, together with the staff recommendation. The Director or his or her designee shall also present the recommendation of the Planning Commission if it differs from the staff recommendation.
2. Following the public hearing, action may be taken by the City Council by majority of those voting approving or rejecting the proposal, or allowing withdrawal if so requested by the applicant (with or without prejudice), or the City Council may table the proposal for consideration at its next regular meeting, or the City Council may refer the matter back to the Planning Commission for further consideration.

E. *Referral to Planning Commission for Further Consideration.*

1. The Director shall conduct such further studies as appropriate and shall present any CLUP amendment to the Planning Commission that has been heard by the City Council and referred back to it for further consideration. Public notice of the Planning Commission and City Council's hearings shall be given in the same manner as prescribed herein, and the Planning Commission shall conduct its public hearing and take action as described above.
2. After the Planning Commission's rehearing and action on the referred application, the City Council shall hold a public hearing on the CLUP amendment, following the same procedures set forth for its hearings, above.

Section 4.2.2 is amended by deleting the subsection in its entirety and replacing it with the following:

**4.2.2 Public hearing process.**

Before taking final action on a proposed zoning change, the Planning Commission and the City Council each shall hold a public hearing on the proposal. The Director shall publish a schedule of the public hearing dates on an annual basis, along with the application filing deadlines.

*A. Notification to the General Public.*

1. At least fifteen (15) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The Director shall prepare such notice, which shall state the time, place and purpose of the hearing.
2. A zoning change initiated by a party other than the City Council or the Planning Commission shall be heard at a public hearing only upon:
  - a. The notice, in addition to the requirements above, shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property or the conditional use requested; and
  - b. The Director shall post, at least fifteen (15) days prior to the public hearing, on a conspicuous place on the property for which an application has been submitted, a sign or signs stating the date, time and place for the public hearing, and the public hearing case number.
  - c. Notice to Surrounding Property Owners. If the proposed zoning change affects only one (1) property, notice shall also be given to surrounding property owners as follows:
3. At least ten (10) days prior to the first public hearing at which a zoning change will be considered, the Director shall cause a notice to be mailed to all persons owning record title to property located within 500 feet of the property that is the subject matter of the zoning change.
4. The notice shall state the time, place and purpose of the hearings by the Planning Commission and the City Council. The written notice shall be mailed to the last known address of the property owners as such addresses appear on the Fulton County ad valorem tax records.
5. Citizen Participation. The applicant shall be required to complete a Citizen's Participation Plan which includes notification to property owners.
  - a. Prior to the Public Hearing, the Applicant shall cause a notice to be mailed to:

- (1) All persons or property owner's associations owning record title to the property located within 500 feet of the property that is the subject matter of amendment.
- b. The notice shall state the time, place and purpose of the Public Hearing as well as a summary of applicant's request. The written notice shall be mailed to the last known address of the property owners as such addresses appear on the Fulton County ad valorem tax records.
- c. At the time of Public Hearing Application Submittal, the applicant shall provide the following information in the Citizen Participation Form — Part A:
  - (1) Method by which these individuals will be contacted.
  - (2) Method by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.
- d. Prior to the scheduled Public Hearing The applicant shall provide to the Director in the Citizen Participation B Report:
  - (1) A Sample of any and all written communications used to provide notification. Failure to do so may result in cancellation of the scheduled hearing.
  - (2) A list of people who have been notified of this application and provided information describing the subject proposal. ALL adjoining property owners MUST be notified.

**B. *Public Hearings.***

1. The following procedures shall govern public hearings for purposes of considering applications as specified in this Section.
  - a. Presiding officer. The public hearing shall be conducted by the presiding officer.
  - b. Requirements for speakers. Persons wishing to speak in support (including the applicants and designated representative) or opposition to any application shall provide their name and address on the specified form to City staff prior to speaking at the public hearing. In addition, each person shall be required to disclose any campaign contributions/gifts equal to or greater than \$100 given to any City elected official within two (2) years of the public hearing date.
  - c. Time limits. Speakers at the public hearing shall be allowed not less than ten (10) minutes per side, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents.

**C. *Associated Applications for CLUP Amendments or Variances.*** If an application for a zoning change is associated with a proposed Comprehensive Land Use Plan amendment or exception variance, the public notice for the zoning change may be

combined with the public notice required for the associated applications. Any notice for an associated variance shall not be required to comply with the timing requirements set forth in Section 4.5.2, and shall instead be required to comply with the requirements of subsection (A) above.

1. The Director shall submit each application to the Planning Commission, together with a report of the Director's findings and a recommendation. The Planning Commission shall review and take action upon each application after holding a public hearing. In making a recommendation on each application, the Planning Commission shall follow the standards set forth under this Section. The recommendation of the Planning Commission and that of the Director, together with the minutes of the Planning Commission hearing at which the application is reviewed, shall be submitted to the City Council. If the Planning Commission does not act upon an application, the Director may take it to the City Council without a recommendation from the Planning Commission. No member of the Planning Commission shall rule on a matter in which he or she has a financial interest.

Section 4.2.3 is amended by deleting the subsection in its entirety and replacing it with the following:

**4.2.3 Standards for zoning changes.**

***A. Zoning Map Amendments (Rezoning).***

1. In order to be approved, a rezoning must be in conformity with the designation for the property on the Future Land Use Map contained in the Comprehensive Plan, as most recently amended.
2. 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.
  - b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
  - c. Whether the zoning proposal will adversely affect the natural environment.
  - d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.
  - 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.
  - f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.



- 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.
  - h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.
  - i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.
- 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;
  - 2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;
  - 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;
  - 4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;
  - 5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and
  - 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.
  - 7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches or schools.
- C. *Planning Commission Recommendation.*
- 1. The Director or his or her designee shall submit each application to the Planning Commission, together with the staff recommendation.
  - 2. The Planning Commission shall review and take action on each application after holding a public hearing.
  - 3. The Planning Commission by majority of those voting may recommend approval, approval with conditions, or denial, or may request that the City Council refer the application back to the Planning Commission for further study or make any other recommendation it deems appropriate.
  - 4. The recommendation of the Planning Commission and that of the staff, together with the minutes of the Planning Commission public hearing at which the

application is reviewed, shall be submitted to the City Council. If the Planning Commission does not act upon the application at its public hearing, the amendment shall process forward to the City Council without a recommendation from the Planning Commission.

D. *City Council.*

1. The Director or his or her designee shall present each application to the City Council, together with the staff recommendation. The Director or his or her designee shall also present the recommendation of the Planning Commission if it differs from the staff recommendation.
2. Following the public hearing, action may be taken by the City Council by majority of those voting approving, approving with conditions, or rejecting the proposal, or allowing withdrawal if so requested by the applicant (with or without prejudice), or the City Council may table the proposal for consideration at its next regular meeting, or the City Council may refer the matter back to the Planning Commission for further consideration.
3. If the application for a zoning change is associated with a proposed amendment to the Comprehensive Land Use Plan or an application for an exception variance, the City Council shall first take action on the CLUP amendment.
  - a. If the CLUP amendment is denied, the zoning change may not be approved unless conformity to the purpose and intent of the CLUP and the land use designation of the Future Land Use Plan Map is achieved.
  - b. If the CLUP amendment is approved, action may then be considered on the proposed zoning change.
  - c. If the zoning change is denied, the exception/variance may not be approved.
  - d. If the zoning change is approved, with or without conditions, action may then be considered on the proposed exception/variance.

E. *Referral to Planning Commission for Further Consideration.*

1. The Director shall conduct such further studies as appropriate and shall present any application to the Planning Commission that has been heard by the City Council and referred back to it for further consideration. Public notice of the Planning Commission and City Council's hearing and take action as described above.
2. After the Planning Commission's rehearing and action on the referred application, the City Council shall hold a public hearing on the application, following the same procedures set forth for its hearings, above.

F. *Change in Conditions of Approval.* Any application that proposes a change in the conditions of approval previously established by the City Council through action on a zoning change shall be reviewed in light of the standards set forth in this section for a map amendment or conditional use, as appropriate.

Section 4.5 is amended by deleting the subsection in its entirety and replacing it with the following:

## **SECTION 4.5 APPEALS**

### **4.5.1 Initiation.**

- A. All requests for relief from the imposition of the regulations and requirements of this Ordinance on a property or development activity, or from an interpretation of the meaning of words or the boundaries of zoning districts, or from an administrative decision of the Director, shall be taken as an appeal to the Board of Appeals, except as otherwise provided in this Section.
- B. Appeals to the Board of Appeals may be initiated by any person aggrieved or by an officer, department, board or bureau of the City. Such appeal shall be initiated within 15 days of the action or decision appealed from by filing with the Director notice of said appeal specifying the grounds thereof. The Director shall transmit to the Board of Appeals any papers constituting the record of the action or decision from which the appeal was taken.
- C. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is made certifies to the Board of Appeals, after the notice of appeal shall have been filed with them, that by reason of facts stated in the certificate a stay would, in the Director's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by a court of competent jurisdiction.

### **4.5.2 Public hearing process.**

#### **A . Public Notice**

##### ***1. Notification to the General Public.***

- a. At least thirty (30) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The Director shall prepare such notice, which shall state the time, place and purpose of the hearing. Additionally, notice of the public hearing shall be sent to the owner of the property that is the subject of the proposed action at least thirty (30) days prior to the hearing date by regular mail.
- b. If a request for a variance is to be heard at the hearing, then the notice shall, in addition to the above requirements, include the proposed code provisions requested to be modified. Each section of this code requested to be varied shall be separately identified in all required notices.
- c. If an appeal of an administrative decision is to be heard at the hearing, then the notice shall, in addition to the above requirements, include a summary of the purpose of the appeal.

#### **4.5.3 Public hearing.**

- A. The Director shall submit the appeal to the Board of Appeals, together with any Staff Report. The Board of Appeals shall review and take action upon each appeal after holding a public hearing. In making a decision on the appeal, the Board of Appeals shall follow the standards set forth under this Section. No member of the Board of Appeals shall rule on a matter in which he or she has a financial interest, directly or indirectly.
- B. In taking on an appeal, the Board of Appeals by majority of those voting may approve, approve with conditions, or deny the appeal, or the Board of Appeals may table the matter for consideration at its next regular meeting.
- C. The following procedures shall govern public hearings for purposes of considering applications as specified in this Section.
  - 1. Presiding officer. The public hearing shall be conducted by the presiding officer.
  - 2. Requirements for speakers. Persons wishing to speak in support (including the applicants and designated representative) or opposition to any application shall provide their name and address on the specified form to City staff prior to speaking at the public hearing. In addition, each person shall be required to disclose any campaign contributions/gifts equal to or greater than \$100 given to any City elected official within two (2) years of the public hearing date.
  - 3. Time limits. Speakers at the public hearing shall be allowed not less than ten (10) minutes per side, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents.

#### **4.5.4. Hardship variances.**

- A. *General.*
  - 1. Relief from the application of the provisions of this Ordinance may be granted by the board of Appeals upon a finding that compliance with such provision will result in a hardship to the property or owner that is substantially unwarranted by the protection of the public health, safety or general welfare and the need for consistency among all properties similarly zoned.
  - 2. Such relief may be granted only to the extent necessary to alleviate such unnecessary hardship and not as a convenience to the applicant nor to gain any advantage or interest over similarly zoned properties.
- B. *Standards for Approval.* A hardship variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding by the Board of Appeals 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

2. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or
  3. There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned.
- C. *Limitation.* In no case shall a hardship variance be granted from the conditions of approval imposed on a property through a zoning change granted by the City Council, nor may any use of land or buildings or structures be granted that is not permitted by the zoning district that is applicable to the property.

#### **4.5.5 Exceptions.**

A. *General.*

1. An exception requested as part of a rezoning or conditional use application shall be heard by the Planning Commission and decided by the City Council as part of the public hearing process related to the rezoning or conditional use application. All other exceptions (which do not exceed 50% of the stipulated requirement) shall be heard and acted upon by the Board of Appeals, unless approved administratively by the Director as provided herein.
2. Exceptions shall be limited to relief from the following requirements of this Ordinance:
  - a. Minimum building setbacks;
  - b. Maximum building height;
  - c. Buffers and screening;
  - d. Signage in accordance with a coordinated signage plan;
  - e. Minimum street frontage;
  - f. Parking and loading requirements;
  - g. Tree preservation;
  - h. Signage height and copy area; and
  - i. Minimum street frontage;
  - j. Minimum building size;
  - k. Maximum impervious area

B. *Standards for Approval.*

1. An exception may be granted upon a finding that:
  - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of size, shape or topography; or
  - b. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

- c. There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or
  - d. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.
- 2. An exception may be granted from the requirements of this Ordinance regarding tree preservation. The factors to be taken into consideration include the following:
  - a. The ease with which the applicant can alter or revise the proposed development or improvement to accommodate existing trees.
  - b. The economic hardship that would be imposed upon the applicant were the exception denied.
  - c. The heightened desirability of preserving tree cover in densely developed or densely populated areas.
  - d. The need for visual screening in transitional zones or relief from glare, blight, commercial or industrial ugliness or any other visual affront.
  - e. Whether the continued presence of the tree or trees is likely to cause danger to a person or property.
  - f. Whether the topography of the area in which the tree is located is such a nature to be damaging or injurious to trees.
  - g. Whether the removal of trees is for the purpose of thinning a heavily wooded area where some trees will remain.
  - h. Whether tree removal would have an adverse impact upon existing biological and ecological systems.
  - i. Whether tree removal would affect noise pollution by increasing source noise levels to such a degree that a public nuisance may be anticipated or a violation of the noise control ordinance will occur.
- C. *Limitations.* In no case shall an exception be granted from the conditions of approval imposed on a property through a zoning change granted by the City Council, nor may a minimum lot size required by a zoning district be reduced, nor may any use of land or buildings or structures be granted that will result in an increase in housing units or nonresidential building density or is not permitted by the zoning district that is applicable to the property.

#### **4.5.6 Interpretations.**

- A. The Board of Appeals, upon appeal of an aggrieved party or at the request of the Director, shall interpret the use of words or phrases within the context of the intent of this Ordinance, the boundaries of the various zoning districts where uncertainty exists, and such other provisions of this Ordinance as may require clarification or extension. The Board of Appeals shall also hear and decide appeals from any order, determination, decision or other action by the Director where a misinterpretation of the requirements or other provisions of this Ordinance is alleged, except for appeals

of administrative decisions denying design approval of signs reviewed by the Director for compliance with the design standards set forth in the Design Review Board Ordinance.

- B. An interpretation by the Board of Appeals shall be final, unless an appeal of their action is taken to Superior Court within 30 days of the Board's action.

#### **4.5.7 Appeals of Administrative Variance Decisions.**

Any administrative variance decision or administrative exception decision made pursuant to Section 5.1 may be appealed in accord with the procedures set forth in Sections 4.5.2 and 4.5.3.

Add a new Section 5.10 – Designated Officials for Appeal Proceedings to read:

- (a) In order to comply with O.C.G.A. § 36-66-5.1(c), the Mayor, the Chairman of the Planning Commission, the Chairman of the Board of Zoning Appeals, the Chairman of the Historic Preservation Commission, and/or the Chairman of the Design Review Board, as appropriate, is authorized to issue appeal bonds and certificates of costs upon confirmation with City staff that such approvals are appropriate.
- (b) For purposes of appeals pursuant to Chapter 4, of Title 5 of the Official Code of Georgia Annotated, the Mayor, the Chairman of the Planning Commission, the Chairman of the Board of Zoning Appeals, the Chairman of the Historic Preservation Commission, and/or the Chairman of the Design Review Board, as appropriate, is authorized to accept service on behalf of the Respondent. The Mayor is authorized to accept service of process on behalf of the City as the defendant/opposite party.

House Bill 1405 (AS PASSED HOUSE AND SENATE)

By: Representatives Roberts of the 52<sup>nd</sup>, Washburn of the 141<sup>st</sup>, Crowe of the 110<sup>th</sup>, Dreyer of the 59<sup>th</sup>, Paris of the 142<sup>nd</sup>, and others

A BILL TO BE ENTITLED  
AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local governments,  
2 so as to revise "The Zoning Procedures Law"; to revise provisions related to judicial review  
3 of zoning decisions; to revise definitions; to provide for requirements for zoning decisions  
4 by boards or agencies using delegated powers; to provide additional notice and hearing  
5 provisions for changes to zoning ordinances that revise single-family residential  
6 classifications and definitions so as to authorize multifamily residential property uses; to  
7 require review procedures for decisions made by boards or agencies using delegated powers;  
8 to provide for judicial review of zoning decisions; to require certain designations relating to  
9 appeals of quasi-judicial decisions; to provide for related matters; to provide for an effective  
10 date and applicability; to repeal conflicting laws; and for other purposes.

11 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

12 **SECTION 1.**

13 Title 36 of the Official Code of Georgia Annotated, relating to local governments, is  
14 amended by revising Chapter 66, relating to zoning procedures, as follows:

15 "CHAPTER 66

H. B. 1405

- 1 -



36-66-1.

This chapter shall be known and may be cited as ~~'The Zoning~~ the 'Zoning Procedures Law.'

36-66-2.

(a) While recognizing and confirming the authority of local governments to exercise zoning power within their respective territorial boundaries, it is the intention of this chapter to establish as state policy minimum procedures governing the exercise and means of judicial review of the exercise of that power. The purpose of these minimum procedures is to assure that due process is afforded to the general public when local governments regulate the uses of property through the exercise of the zoning power. Nothing in this chapter shall be construed to invalidate any zoning decision made by a local government prior to ~~January 1, 1986~~ July 1, 2023, or to require a local government to exercise its zoning power.

(b) Consistent with the minimum procedures required by this chapter, local governments may:

(1) Provide by ordinance or resolution for such administrative officers, ~~bodies~~ boards, or agencies as may be expedient for the efficient exercise of ~~their~~ delegated, quasi-judicial zoning powers and to establish procedures and notice requirements for hearings before such quasi-judicial officers, boards, or agencies that are consistent with the minimum procedures provided for in this chapter to assure due process is afforded the general public; and

(2) Provide by ordinance or resolution for procedures and requirements in addition to or supplemental to those required by this chapter and, where so adopted, thereby establish the minimum procedures for such local government's exercise of zoning powers.

36-66-3.

As used in this chapter, the term:

(1) 'Local government' means any county or municipality which exercises zoning power within its territorial boundaries.

(1.1) 'Quasi-judicial officers, boards, or agencies' means an officer, board, or agency appointed by a local government to exercise delegated, quasi-judicial zoning powers including hearing appeals of administrative decisions by such officers, boards, or agencies and hearing and rendering decisions on applications for variances, special administrative permits, special exceptions, conditional use permits, or other similar permits not enumerated herein as a zoning decision, pursuant to standards for the exercise of such quasi-judicial authority adopted by a local government.

(2) 'Territorial boundaries' means, in the case of counties, the unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2, and, in the case of municipalities, the area lying within the corporate limits thereof except any area defined in paragraph (5.1) of Code Section 36-70-2.

(3) 'Zoning' means the power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(4) 'Zoning decision' means final legislative action by a local government which results in:

(A) The adoption or repeal of a zoning ordinance;

(B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;

(C) The adoption or denial of an amendment to a zoning ordinance ~~which rezones to~~ rezone property from one zoning classification to another;

(D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government ~~which zones to zone~~ to zone property to be annexed into the municipality; ~~or~~

(E) The grant or denial of a permit relating to a special use of property;

(F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

(5) 'Zoning ordinance' means an ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

36-66-4.

(a) A local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action. Where the proposed action includes any combination of zoning decisions under subparagraphs (C), (E), or (F) of paragraph (4) of Code Section 36-66-3 for the same property, only one hearing shall be required under this Code Section.

At least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing. The notice shall state the time, place, and purpose of the hearing.

(b) If a zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then:

(1) The notice, in addition to the requirements of subsection (a) of this Code section, shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property; and

(2) A sign containing information required by local ordinance or resolution shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the hearing.

(c) If the zoning decision of a local government is for the rezoning of property and the amendment to the zoning ordinance to accomplish the rezoning is defeated by the local government, then the same property may not again be considered for rezoning until the expiration of at least six months immediately following the defeat of the rezoning by the local government.

(d) If the zoning is for property to be annexed into a municipality, then:

(1) Such municipal local government shall complete the procedures required by this chapter for such zoning, except for the final vote of the municipal governing authority, prior to adoption of the annexation ordinance or resolution or the effective date of any local Act but no sooner than the date the notice of the proposed annexation is provided to the governing authority of the county as required under Code Section 36-36-6;

(2) The hearing required by subsection (a) of this Code section shall be conducted prior to the annexation of the subject property into the municipality;

(3) In addition to the other notice requirements of this Code section, the municipality shall cause to be published within a newspaper of general circulation within the territorial boundaries of the county wherein the property to be annexed is located a notice of the hearing as required under the provisions of subsection (a) or (b), as applicable, of this Code section and shall place a sign on the property when required by subsection (b) of this Code section; and

(4) The zoning classification approved by the municipality following the hearing required by this Code section shall become effective on the later of:

(A) The date the zoning is approved by the municipality;

(B) The date that the annexation becomes effective pursuant to Code Section 36-36-2;  
or

(C) Where a county has interposed an objection pursuant to Code Section 36-36-11, the date provided for in paragraph (8) of subsection (c) of said Code section.

(e) A qualified municipality into which property has been annexed may provide, by the adoption of a zoning ordinance, that all annexed property shall be zoned by the municipality, without further action, for the same use for which that property was zoned immediately prior to such annexation. A qualified county which includes property which has been deannexed by a municipality may provide, by the adoption of a zoning ordinance, that all deannexed property shall be zoned by the county, without further action, for the same use for which that property was zoned immediately prior to such deannexation. A municipality shall be a qualified municipality only if the municipality and the county in which is located the property annexed into such municipality have a common zoning ordinance with respect to zoning classifications. A county shall be a qualified county only if that county and the municipality in which was located the property deannexed have a common zoning ordinance with respect to zoning classifications. A zoning ordinance authorized by this subsection shall be adopted in compliance with the other provisions of this chapter. The operation of such ordinance to zone property which is annexed or deannexed shall not require any further action by the adopting municipality, adopting county, or owner of the property annexed or deannexed. Property which is zoned pursuant to this subsection may have such zoning classification changed upon compliance with the other provisions of this chapter.

(f) When a proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection shall be in addition to any hearing required under subsection (a) of this Code section. The local government shall give notice of such hearing by:

- (1) Posting notice on the affected premises in the manner prescribed by subsection (b) of this Code section; and

(2) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing at least 15 days and not more than 45 days prior to the date of the hearing.

Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency. The published notice shall be at least six column inches in size and shall not be located in the classified advertising section of the newspaper.

(g) A local government delegating decision-making power to a quasi-judicial officer, board, or agency shall provide for a hearing on each proposed action described in paragraph (1.1) of Code Section 36-66-3. Notice of such hearing shall be provided at least 30 days prior to the quasi-judicial hearing, with such notice being made as provided for in subsection (a) of this Code section and with additional notice being mailed to the owner of the property that is the subject of the proposed action.

(h)(1) Notwithstanding any other provisions of this chapter to the contrary, when a proposed zoning decision relates to an amendment of the zoning ordinance to revise one or more zoning classifications or definitions relating to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning, such zoning decision must be adopted in the following manner:

(A) The zoning decision shall be adopted at two regular meetings of the local government making the zoning decision, during a period of not less than 21 days apart; and

(B) Prior to the first meeting provided for in subparagraph (A) of this paragraph, at least two public hearings shall be held on the proposed action. Such public hearings shall be held at least three months and not more than nine months prior to the date of

final action on the zoning decision. Furthermore, at least one of the public hearings must be held between the hours of 5:00 P.M. and 8:00 P.M. The hearings required by this paragraph shall be in addition to any hearing required under subsection (a) of this Code section. The local government shall give notice of such hearing by:

(i) Posting notice on each affected premises in the manner prescribed by subsection (b) of this Code section; provided, however, that when more than 500 parcels are affected, in which case posting notice is required every 500 feet in the affected area; and

(ii) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of each hearing at least 15 days and not more than 45 days prior to the date of the hearing.

Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will authorize multifamily uses or give blanket permission to the property owner to deviate from the zoning requirements of a single-family residential zoning of property in classification previously relating to single-family residential uses. The published notice shall be at least nine column inches in size and shall not be located in the classified advertising section of the newspaper. The notice shall state that a copy of the proposed amendment is on file in the office of the clerk or the recording officer of the local government and in the office of the clerk of the superior court of the county of the legal situs of the local government for the purpose of examination and inspection by the public. The local government shall furnish anyone, upon written request, a copy of the proposed amendment, at no cost.

(2) The provisions of paragraph (1) of this subsection shall also apply to any zoning decisions that provide for the abolition of all single-family residential zoning classifications within the territorial boundaries of a local government or zoning decisions that result in the rezoning of all property zoned for single-family residential uses within

200 the territorial boundaries of a local government to multifamily residential uses of  
201 property.

202 (3) This subsection shall not apply to zoning decisions for the rezoning of property from  
203 a single-family residential use of property to a multifamily residential use of property  
204 when the rezoning is initiated by the owner or authorized agent of the owner of such  
205 property.

206 36-66-5.

207 (a) Local governments shall adopt policies and procedures which govern calling and  
208 conducting hearings required by Code Section 36-66-4, and printed copies of such policies  
209 and procedures shall be available for distribution to the general public. Such policies and  
210 procedures shall specify a minimum time period at hearings on proposed zoning decisions  
211 or quasi-judicial decisions for presentation of data, evidence, and opinion by proponents  
212 of each zoning decision and an equal minimum time period for presentation by opponents  
213 of each proposed zoning decision, such minimum time period to be no less than ten  
214 minutes per side.

215 (b) In addition to policies and procedures required by subsection (a) of this Code section,  
216 each local government rendering a zoning decision shall adopt standards governing the  
217 exercise of the zoning power, and such standards may include any factors which the local  
218 government finds relevant in balancing the interest in promoting the public health, safety,  
219 morality, or general welfare against the right to the unrestricted use of property. Such  
220 standards shall be printed and copies thereof shall be available for distribution to the  
221 general public.

222 (b.1) In addition to policies and procedures required by subsection (a) of this Code section,  
223 each local government providing for a quasi-judicial officer's, board's, or agency's grant,  
224 denial, or review of a quasi-judicial matter may adopt specific standards and criteria  
225 governing the exercise of such quasi-judicial decision-making authority, and such standards



shall include the factors by which the local government directs the evaluation of a quasi-judicial matter. Such standards shall be printed and copies thereof made available for distribution to the general public.

(c) The policies and procedures required by subsection (a) of this Code section and the adoption of standards required by subsection (b) and permitted by subsection (b.1) of this Code section ~~may~~ shall be included in and adopted as part of the zoning ordinance. Prior to the adoption of any zoning ordinance enacted on or after ~~January 1, 1986~~ July 1, 2022, a local government shall conduct a public hearing on a proposed action which may be advertised and held concurrent with the hearing required by subsection (a) of Code Section 36-66-4 for the adoption of a zoning ordinance. The provisions of subsection (a) of Code Section 36-66-4 relating to notices of public hearings for the purposes of that subsection shall also apply to public hearings required by this subsection.

36-66-5.1.

(a) To ensure that the general public is afforded due process in an orderly way to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers as guaranteed by Article I, Section I, Paragraphs IX and XII of the Constitution, the General Assembly, pursuant to its authority under Article VI, Section IV, Paragraph I of the Constitution, provides the following mechanism by which each of the powers described in this chapter may be reviewed by the superior court of the county wherein such property is located:

(1) Zoning decisions as described in this chapter, being legislative in nature, shall be subject to direct constitutional challenge regarding the validity of maintaining the existing zoning on the subject property or the validity of conditions or an interim zoning category other than what was requested in the superior court pursuant to its original jurisdiction over declaratory judgments pursuant to Chapter 4 of Title 9 and equity jurisdiction under Title 23. Such challenges shall be by way of a de novo review by the superior court

wherein such review brings up the whole record from the local government and all competent evidence shall be admissible in the trial thereof, whether adduced in a local government process or not and employing the presumption that a governmental zoning decision is valid and can be overcome substantively by a petitioner showing by clear and convincing evidence that the zoning classification is a significant detriment to the petitioner and is insubstantially related to the public health, safety, morality, or general welfare; or

(2) Quasi-judicial decisions as described in this chapter and zoning decisions under subparagraph (E) of paragraph (4) of Code Section 36-66-3 shall be subject to appellate review by the superior court pursuant to its appellate jurisdiction from a lower judicatory body and shall be brought by way of a petition for such review as provided for in Title 5. Such matters shall be reviewed on the record which shall be brought to the superior court as provided in Title 5.

(b) All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.

(c) To ensure that the citizens of this state are not unnecessarily burdened by the review process as a mechanism of appeal, local governments shall designate by ordinance or resolution:

(1) The officer of the quasi-judicial board or agency who shall have authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 for review of lower judicatory bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government; and

(2) The elected official or his or designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted

on behalf of the local governing authority, during normal business hours, at the regular offices of the local government.

(d) An appeal or challenge by an opponent filed pursuant to this chapter shall stay all legal proceedings in furtherance of the action appealed from or challenged, unless the local government, officer, board, or agency from which or from whom the appeal or challenge is taken certifies that, by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such actions, the applicant for the zoning decision or the quasi-judicial decision shall be a necessary party and shall be named as a defendant in the action and served in accordance with the requirements of Title 5 or Title 9, as appropriate.

36-66-6.

(a) In any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall, with respect to each proposed zoning decision involving land that is adjacent to or within 3,000 feet of any military base or military installation or within the 3,000 foot Clear Zone and Accident Prevention Zones Numbers I and II as prescribed in the definition of an Air Installation Compatible Use Zone of a military airport, investigate and make a recommendation with respect to each of the matters enumerated in subsection (b) of this Code section, in addition to any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall request from the commander of such military base, military installation, or military airport a written recommendation and supporting facts relating to the use of the land being considered in the proposed zoning decision at least 30 days prior to the hearing required by subsection (a) of Code Section 36-66-4. If the base commander does not submit a response to such request by the date of the public hearing, there shall be a presumption that the proposed zoning decision will not have any adverse effect relative to

the matters specified in subsection (b) of this Code section. Any such information provided shall become a part of the public record.

(b) The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

(1) Whether the zoning proposal will permit a use that is suitable in view of the use of adjacent or nearby property within 3,000 feet of a military base, military installation, or military airport;

(2) Whether the zoning proposal will adversely affect the existing use or usability of nearby property within 3,000 feet of a military base, military installation, or military airport;

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

(4) Whether the zoning proposal will result in a use which will or could cause a safety concern with respect to excessive or burdensome use of existing streets, transportation facilities, utilities, or schools due to the use of nearby property as a military base, military installation, or military airport;

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

(6) Whether there are other existing or changing conditions affecting the use of the nearby property as a military base, military installation, or military airport which give supporting grounds for either approval or disapproval of the zoning proposal."

325 **SECTION 2.**

326 This Act shall become effective on July 1, 2022, and shall apply to all zoning and  
327 quasi-judicial decisions occurring on and after that date; however, no zoning or quasi-judicial  
328 decision prior to July 1, 2023, shall be rendered invalid or void because of a local  
329 government's failure to implement language in their ordinances accomplishing the provisions  
330 of Code Section 36-66-5.1.

331 **SECTION 3.**

332 All laws and parts of laws in conflict with this Act are repealed.



# STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Meeting Date: June 19, 2023

## AGENDA ITEM: PH-23-09 ALPHARETTA DESIGN REVIEW BOARD ORDINANCE AND DESIGN GUIDELINES TEXT AMENDMENTS – ZONING PROCEDURES LAW

Consideration of text amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines, Article II of Chapter 36 of the Code of Ordinances of the City of Alpharetta, Georgia to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia.

### STAFF RECOMMENDATION:

N/A

### ITEM DESCRIPTION:

Staff recommends text amendments to the Alpharetta Design Review Board Ordinance and Design Guidelines, Article II of Chapter 36 of the Code of Ordinances to amend procedures to ensure consistency with the Zoning Procedures Law of the State of Georgia. The State's revised Zoning Procedures Law goes into effect on July 1, 2023. The most significant change to the zoning procedures law requires a local government to place a legal advertisement in the newspaper of general circulation and send mailed notices at least 30 days and no more than 45 days in advance of a public hearing before a quasi-judicial board, which includes the Design Review Board (DRB). Currently, DRB items are advertised on the City's website, but do not require legal advertisement in the newspaper or mailed notification. Additional amendments include procedural changes related to the presiding officer, speaker requirements, speaker time limits, and amendments to the timing of Board actions.

### ATTACHMENTS:

- |    |                                             |
|----|---------------------------------------------|
| 1. | Ordinance<br>New State Zoning Law July 2023 |
|----|---------------------------------------------|

**AN ORDINANCE OF THE CITY OF ALPHARETTA, GEORGIA TO  
AMEND DIVISION 2 OF ARTICLE II OF CHAPTER 36 OF THE CODE  
OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND  
PROCEDURES TO ENSURE CONSISTENCY WITH THE ZONING  
PROCEDURES LAW; TO REPEAL CONFLICTING ORDINANCES; TO  
PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL  
PURPOSES.**

**WHEREAS**, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

**WHEREAS**, Division 2 of Article II of Chapter 36 of the Code of the City of Alpharetta, Georgia regulates the City's Design Review Board; and

**WHEREAS**, the Georgia Legislature adopted revisions to the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, et seq. "ZPL") establishing minimum procedures applicable to the Design Review Board; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the City's residents to amend Division 2 of Article II of Chapter 36 to satisfy the minimum requirements set forth in the ZPL.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF ALPHARETTA  
HEREBY ORDAINS** as follows:

- Section 1.** Division 2 of Article II of Chapter 36 of the Code of the City of Alpharetta, Georgia is hereby amended as provided in Exhibit A.
- Section 2.** That all Ordinances, parts of Ordinances, or regulations in conflict herewith are hereby repealed.
- Section 3.** That if any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and thus, the provisions of this Ordinance are declared severable.
- Section 4.** This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature approval of the Mayor.

**SO ORDAINED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the public's health, safety, and welfare demanding it.

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

**COUNCIL MEMBERS**

\_\_\_\_\_  
Donald F. Mitchell

\_\_\_\_\_  
Brian Will

\_\_\_\_\_  
Douglas J. Derito

\_\_\_\_\_  
John Hipes

\_\_\_\_\_  
Jason Binder

\_\_\_\_\_  
Dan Merkel

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
Molly Esswein, City Attorney



## EXHIBIT A

Section 36-67(b)(3) is amended by deleting the subsection in its entirety.

Section 36-68(c) is amended by deleting the subsection in its entirety and replacing it with the following:

(c) *Action on application.*

- (1) The application shall be delivered with the supporting information and materials to the community development department and the board for review and consideration. The board shall conduct a public hearing with respect to each application before considering the application. At least thirty (30) days but not more than forty-five (45) days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The notice shall state the time, place and purpose of the hearing. Written notice of the hearing shall be mailed not less than thirty (30) nor more than forty-five (45) days prior to the date set for the public hearing to all owners and occupants of the subject property. The following procedures shall govern public hearings for purposes of considering applications as specified in this Division.
  - a. Presiding officer. The public hearing shall be conducted by the presiding officer.
  - b. Requirements for speakers. Persons wishing to speak in support (including the applicants and designated representative) or opposition to any application shall provide their name and address on the specified form to City staff prior to speaking at the public hearing.
  - c. Time limits. Speakers at the public hearing shall be allowed not less than ten (10) minutes per side to present data, evidence and opinions, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents.
- (2) Following consideration of an application, the board shall take action to approve or deny an application, or to defer the application for further consideration.
- (3) Unless extended by mutual agreement by the design review board and the applicant, no action to approve or deny an application after three hearings shall deem the application as approved, and a certificate of design approval shall be issued by the community development department.
- (4) If the application is approved, a certificate of design approval shall be issued. In the event an application is not approved, denied or deferred for additional information by the board, the board shall provide the applicant a written denial, indicating the reason for denial.

House Bill 1405 (AS PASSED HOUSE AND SENATE)

By: Representatives Roberts of the 52<sup>nd</sup>, Washburn of the 141<sup>st</sup>, Crowe of the 110<sup>th</sup>, Dreyer of the 59<sup>th</sup>, Paris of the 142<sup>nd</sup>, and others

A BILL TO BE ENTITLED  
AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local governments,  
2 so as to revise "The Zoning Procedures Law"; to revise provisions related to judicial review  
3 of zoning decisions; to revise definitions; to provide for requirements for zoning decisions  
4 by boards or agencies using delegated powers; to provide additional notice and hearing  
5 provisions for changes to zoning ordinances that revise single-family residential  
6 classifications and definitions so as to authorize multifamily residential property uses; to  
7 require review procedures for decisions made by boards or agencies using delegated powers;  
8 to provide for judicial review of zoning decisions; to require certain designations relating to  
9 appeals of quasi-judicial decisions; to provide for related matters; to provide for an effective  
10 date and applicability; to repeal conflicting laws; and for other purposes.

11 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

12 **SECTION 1.**

13 Title 36 of the Official Code of Georgia Annotated, relating to local governments, is  
14 amended by revising Chapter 66, relating to zoning procedures, as follows:

15 "CHAPTER 66

H. B. 1405

- 1 -

36-66-1.

This chapter shall be known and may be cited as ~~'The Zoning~~ the 'Zoning Procedures Law.'

36-66-2.

(a) While recognizing and confirming the authority of local governments to exercise zoning power within their respective territorial boundaries, it is the intention of this chapter to establish as state policy minimum procedures governing the exercise and means of judicial review of the exercise of that power. The purpose of these minimum procedures is to assure that due process is afforded to the general public when local governments regulate the uses of property through the exercise of the zoning power. Nothing in this chapter shall be construed to invalidate any zoning decision made by a local government prior to ~~January 1, 1986~~ July 1, 2023, or to require a local government to exercise its zoning power.

(b) Consistent with the minimum procedures required by this chapter, local governments may:

(1) Provide by ordinance or resolution for such administrative officers, ~~bodies~~ boards, or agencies as may be expedient for the efficient exercise of ~~their~~ delegated, quasi-judicial zoning powers and to establish procedures and notice requirements for hearings before such quasi-judicial officers, boards, or agencies that are consistent with the minimum procedures provided for in this chapter to assure due process is afforded the general public; and

(2) Provide by ordinance or resolution for procedures and requirements in addition to or supplemental to those required by this chapter and, where so adopted, thereby establish the minimum procedures for such local government's exercise of zoning powers.

36-66-3.

As used in this chapter, the term:

(1) 'Local government' means any county or municipality which exercises zoning power within its territorial boundaries.

(1.1) 'Quasi-judicial officers, boards, or agencies' means an officer, board, or agency appointed by a local government to exercise delegated, quasi-judicial zoning powers including hearing appeals of administrative decisions by such officers, boards, or agencies and hearing and rendering decisions on applications for variances, special administrative permits, special exceptions, conditional use permits, or other similar permits not enumerated herein as a zoning decision, pursuant to standards for the exercise of such quasi-judicial authority adopted by a local government.

(2) 'Territorial boundaries' means, in the case of counties, the unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2, and, in the case of municipalities, the area lying within the corporate limits thereof except any area defined in paragraph (5.1) of Code Section 36-70-2.

(3) 'Zoning' means the power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(4) 'Zoning decision' means final legislative action by a local government which results in:

(A) The adoption or repeal of a zoning ordinance;

(B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;

(C) The adoption or denial of an amendment to a zoning ordinance ~~which rezones to~~ rezone property from one zoning classification to another;

(D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government ~~which zones to zone~~ to zone property to be annexed into the municipality; ~~or~~

(E) The grant or denial of a permit relating to a special use of property;

(F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

(5) 'Zoning ordinance' means an ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

36-66-4.

(a) A local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action. Where the proposed action includes any combination of zoning decisions under subparagraphs (C), (E), or (F) of paragraph (4) of Code Section 36-66-3 for the same property, only one hearing shall be required under this Code Section.

At least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing. The notice shall state the time, place, and purpose of the hearing.

(b) If a zoning decision of a local government is for the rezoning of property and the rezoning is initiated by a party other than the local government, then:

(1) The notice, in addition to the requirements of subsection (a) of this Code section, shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property; and

(2) A sign containing information required by local ordinance or resolution shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the hearing.

(c) If the zoning decision of a local government is for the rezoning of property and the amendment to the zoning ordinance to accomplish the rezoning is defeated by the local government, then the same property may not again be considered for rezoning until the expiration of at least six months immediately following the defeat of the rezoning by the local government.

(d) If the zoning is for property to be annexed into a municipality, then:

(1) Such municipal local government shall complete the procedures required by this chapter for such zoning, except for the final vote of the municipal governing authority, prior to adoption of the annexation ordinance or resolution or the effective date of any local Act but no sooner than the date the notice of the proposed annexation is provided to the governing authority of the county as required under Code Section 36-36-6;

(2) The hearing required by subsection (a) of this Code section shall be conducted prior to the annexation of the subject property into the municipality;

(3) In addition to the other notice requirements of this Code section, the municipality shall cause to be published within a newspaper of general circulation within the territorial boundaries of the county wherein the property to be annexed is located a notice of the hearing as required under the provisions of subsection (a) or (b), as applicable, of this Code section and shall place a sign on the property when required by subsection (b) of this Code section; and

(4) The zoning classification approved by the municipality following the hearing required by this Code section shall become effective on the later of:

(A) The date the zoning is approved by the municipality;

(B) The date that the annexation becomes effective pursuant to Code Section 36-36-2;  
or

(C) Where a county has interposed an objection pursuant to Code Section 36-36-11, the date provided for in paragraph (8) of subsection (c) of said Code section.

(e) A qualified municipality into which property has been annexed may provide, by the adoption of a zoning ordinance, that all annexed property shall be zoned by the municipality, without further action, for the same use for which that property was zoned immediately prior to such annexation. A qualified county which includes property which has been deannexed by a municipality may provide, by the adoption of a zoning ordinance, that all deannexed property shall be zoned by the county, without further action, for the same use for which that property was zoned immediately prior to such deannexation. A municipality shall be a qualified municipality only if the municipality and the county in which is located the property annexed into such municipality have a common zoning ordinance with respect to zoning classifications. A county shall be a qualified county only if that county and the municipality in which was located the property deannexed have a common zoning ordinance with respect to zoning classifications. A zoning ordinance authorized by this subsection shall be adopted in compliance with the other provisions of this chapter. The operation of such ordinance to zone property which is annexed or deannexed shall not require any further action by the adopting municipality, adopting county, or owner of the property annexed or deannexed. Property which is zoned pursuant to this subsection may have such zoning classification changed upon compliance with the other provisions of this chapter.

(f) When a proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this subsection shall be in addition to any hearing required under subsection (a) of this Code section. The local government shall give notice of such hearing by:

- (1) Posting notice on the affected premises in the manner prescribed by subsection (b) of this Code section; and

(2) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing at least 15 days and not more than 45 days prior to the date of the hearing.

Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for treatment of drug dependency. The published notice shall be at least six column inches in size and shall not be located in the classified advertising section of the newspaper.

(g) A local government delegating decision-making power to a quasi-judicial officer, board, or agency shall provide for a hearing on each proposed action described in paragraph (1.1) of Code Section 36-66-3. Notice of such hearing shall be provided at least 30 days prior to the quasi-judicial hearing, with such notice being made as provided for in subsection (a) of this Code section and with additional notice being mailed to the owner of the property that is the subject of the proposed action.

(h)(1) Notwithstanding any other provisions of this chapter to the contrary, when a proposed zoning decision relates to an amendment of the zoning ordinance to revise one or more zoning classifications or definitions relating to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning, such zoning decision must be adopted in the following manner:

(A) The zoning decision shall be adopted at two regular meetings of the local government making the zoning decision, during a period of not less than 21 days apart; and

(B) Prior to the first meeting provided for in subparagraph (A) of this paragraph, at least two public hearings shall be held on the proposed action. Such public hearings shall be held at least three months and not more than nine months prior to the date of



final action on the zoning decision. Furthermore, at least one of the public hearings must be held between the hours of 5:00 P.M. and 8:00 P.M. The hearings required by this paragraph shall be in addition to any hearing required under subsection (a) of this Code section. The local government shall give notice of such hearing by:

(i) Posting notice on each affected premises in the manner prescribed by subsection (b) of this Code section; provided, however, that when more than 500 parcels are affected, in which case posting notice is required every 500 feet in the affected area; and

(ii) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of each hearing at least 15 days and not more than 45 days prior to the date of the hearing.

Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will authorize multifamily uses or give blanket permission to the property owner to deviate from the zoning requirements of a single-family residential zoning of property in classification previously relating to single-family residential uses. The published notice shall be at least nine column inches in size and shall not be located in the classified advertising section of the newspaper. The notice shall state that a copy of the proposed amendment is on file in the office of the clerk or the recording officer of the local government and in the office of the clerk of the superior court of the county of the legal situs of the local government for the purpose of examination and inspection by the public. The local government shall furnish anyone, upon written request, a copy of the proposed amendment, at no cost.

(2) The provisions of paragraph (1) of this subsection shall also apply to any zoning decisions that provide for the abolition of all single-family residential zoning classifications within the territorial boundaries of a local government or zoning decisions that result in the rezoning of all property zoned for single-family residential uses within

200 the territorial boundaries of a local government to multifamily residential uses of  
201 property.

202 (3) This subsection shall not apply to zoning decisions for the rezoning of property from  
203 a single-family residential use of property to a multifamily residential use of property  
204 when the rezoning is initiated by the owner or authorized agent of the owner of such  
205 property.

206 36-66-5.

207 (a) Local governments shall adopt policies and procedures which govern calling and  
208 conducting hearings required by Code Section 36-66-4, and printed copies of such policies  
209 and procedures shall be available for distribution to the general public. Such policies and  
210 procedures shall specify a minimum time period at hearings on proposed zoning decisions  
211 or quasi-judicial decisions for presentation of data, evidence, and opinion by proponents  
212 of each zoning decision and an equal minimum time period for presentation by opponents  
213 of each proposed zoning decision, such minimum time period to be no less than ten  
214 minutes per side.

215 (b) In addition to policies and procedures required by subsection (a) of this Code section,  
216 each local government rendering a zoning decision shall adopt standards governing the  
217 exercise of the zoning power, and such standards may include any factors which the local  
218 government finds relevant in balancing the interest in promoting the public health, safety,  
219 morality, or general welfare against the right to the unrestricted use of property. Such  
220 standards shall be printed and copies thereof shall be available for distribution to the  
221 general public.

222 (b.1) In addition to policies and procedures required by subsection (a) of this Code section,  
223 each local government providing for a quasi-judicial officer's, board's, or agency's grant,  
224 denial, or review of a quasi-judicial matter may adopt specific standards and criteria  
225 governing the exercise of such quasi-judicial decision-making authority, and such standards

shall include the factors by which the local government directs the evaluation of a quasi-judicial matter. Such standards shall be printed and copies thereof made available for distribution to the general public.

(c) The policies and procedures required by subsection (a) of this Code section and the adoption of standards required by subsection (b) and permitted by subsection (b.1) of this Code section ~~may~~ shall be included in and adopted as part of the zoning ordinance. Prior to the adoption of any zoning ordinance enacted on or after ~~January 1, 1986~~ July 1, 2022, a local government shall conduct a public hearing on a proposed action which may be advertised and held concurrent with the hearing required by subsection (a) of Code Section 36-66-4 for the adoption of a zoning ordinance. The provisions of subsection (a) of Code Section 36-66-4 relating to notices of public hearings for the purposes of that subsection shall also apply to public hearings required by this subsection.

36-66-5.1.

(a) To ensure that the general public is afforded due process in an orderly way to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers as guaranteed by Article I, Section I, Paragraphs IX and XII of the Constitution, the General Assembly, pursuant to its authority under Article VI, Section IV, Paragraph I of the Constitution, provides the following mechanism by which each of the powers described in this chapter may be reviewed by the superior court of the county wherein such property is located:

(1) Zoning decisions as described in this chapter, being legislative in nature, shall be subject to direct constitutional challenge regarding the validity of maintaining the existing zoning on the subject property or the validity of conditions or an interim zoning category other than what was requested in the superior court pursuant to its original jurisdiction over declaratory judgments pursuant to Chapter 4 of Title 9 and equity jurisdiction under Title 23. Such challenges shall be by way of a de novo review by the superior court

wherein such review brings up the whole record from the local government and all competent evidence shall be admissible in the trial thereof, whether adduced in a local government process or not and employing the presumption that a governmental zoning decision is valid and can be overcome substantively by a petitioner showing by clear and convincing evidence that the zoning classification is a significant detriment to the petitioner and is insubstantially related to the public health, safety, morality, or general welfare; or

(2) Quasi-judicial decisions as described in this chapter and zoning decisions under subparagraph (E) of paragraph (4) of Code Section 36-66-3 shall be subject to appellate review by the superior court pursuant to its appellate jurisdiction from a lower judicatory body and shall be brought by way of a petition for such review as provided for in Title 5. Such matters shall be reviewed on the record which shall be brought to the superior court as provided in Title 5.

(b) All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.

(c) To ensure that the citizens of this state are not unnecessarily burdened by the review process as a mechanism of appeal, local governments shall designate by ordinance or resolution:

(1) The officer of the quasi-judicial board or agency who shall have authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 for review of lower judicatory bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government; and

(2) The elected official or his or designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted

on behalf of the local governing authority, during normal business hours, at the regular offices of the local government.

(d) An appeal or challenge by an opponent filed pursuant to this chapter shall stay all legal proceedings in furtherance of the action appealed from or challenged, unless the local government, officer, board, or agency from which or from whom the appeal or challenge is taken certifies that, by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such actions, the applicant for the zoning decision or the quasi-judicial decision shall be a necessary party and shall be named as a defendant in the action and served in accordance with the requirements of Title 5 or Title 9, as appropriate.

36-66-6.

(a) In any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall, with respect to each proposed zoning decision involving land that is adjacent to or within 3,000 feet of any military base or military installation or within the 3,000 foot Clear Zone and Accident Prevention Zones Numbers I and II as prescribed in the definition of an Air Installation Compatible Use Zone of a military airport, investigate and make a recommendation with respect to each of the matters enumerated in subsection (b) of this Code section, in addition to any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall request from the commander of such military base, military installation, or military airport a written recommendation and supporting facts relating to the use of the land being considered in the proposed zoning decision at least 30 days prior to the hearing required by subsection (a) of Code Section 36-66-4. If the base commander does not submit a response to such request by the date of the public hearing, there shall be a presumption that the proposed zoning decision will not have any adverse effect relative to

the matters specified in subsection (b) of this Code section. Any such information provided shall become a part of the public record.

(b) The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

(1) Whether the zoning proposal will permit a use that is suitable in view of the use of adjacent or nearby property within 3,000 feet of a military base, military installation, or military airport;

(2) Whether the zoning proposal will adversely affect the existing use or usability of nearby property within 3,000 feet of a military base, military installation, or military airport;

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

(4) Whether the zoning proposal will result in a use which will or could cause a safety concern with respect to excessive or burdensome use of existing streets, transportation facilities, utilities, or schools due to the use of nearby property as a military base, military installation, or military airport;

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

(6) Whether there are other existing or changing conditions affecting the use of the nearby property as a military base, military installation, or military airport which give supporting grounds for either approval or disapproval of the zoning proposal."

325 **SECTION 2.**

326 This Act shall become effective on July 1, 2022, and shall apply to all zoning and  
327 quasi-judicial decisions occurring on and after that date; however, no zoning or quasi-judicial  
328 decision prior to July 1, 2023, shall be rendered invalid or void because of a local  
329 government's failure to implement language in their ordinances accomplishing the provisions  
330 of Code Section 36-66-5.1.

331 **SECTION 3.**

332 All laws and parts of laws in conflict with this Act are repealed.



# STAFF REPORT

Department: Administration  
Submitted By: James Drinkard  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### **Resolution: Fulton County Community Development Block Grant Program Cooperation Agreement**

Consideration of adoption of a Resolution authorizing the Mayor and City Council to approve the submission of the cooperative agreement for Fulton County's Community Development Block Grant Program for federal fiscal years 2024, 2025, and 2026.

## STAFF RECOMMENDATION:

Adopt, as presented, a resolution authorizing the Mayor and City Council to approve the submission of the cooperative agreement for Fulton County's Community Development Block Grant Program for federal fiscal years 2024, 2025, and 2026.

## 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:** THIS AGREEMENT IN AND OF ITSELF DOES NOT CARRY ANY FISCAL RESPONSIBILITIES FOR THE CITY OF ALPHARETTA. AS CDBG GRANT APPLICATIONS ARE SUBMITTED AND AWARD AGREEMENTS ARE SIGNED IN REGARDS TO AN APPLICATION, MATCH FUNDING MAY OR MAY NOT BE INVOLVED IN THE PROJECT.

## APPROPRIATIONS:

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

## EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

Fulton County submitted a copy of the 2024 - 2026 Community Development Block Grant Cooperative Agreement to the City of Alpharetta. If Alpharetta intends to participate in the program via Fulton County (as in the past), the agreement must be approved, signed, and delivered to Fulton County.

The U.S. Department of Housing and Urban Development (HUD) has determined that Fulton County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended and HOME Investment Partnership Program funds.

The cooperative agreement spells out the responsibility of both the County and the City. Examples include:

### Fulton County

- Shall be responsible for the preparation and submission of the annual CDBG Consolidated Plan to HUD.



- Shall be responsible for fulfilling the requirements of Executive Order 12372 Intergovernmental Review Procedures as part of the preparation and submission of the Consolidated Plan.
- Shall be responsible for environmental review and clearance for all CDBG and HOME assisted activities.
- Shall provide technical assistance to the City in the form of oral and/or written guidance and on-site visits regarding CDBG and HOME program requirements and procedures. This technical assistance may include preparation of contract documents for the City, and contracting for the City, and management of the City's projects and activities, or other administrative requirements as provided within the Cooperative Agreement.

#### City of Alpharetta

- Shall be responsible for submitting proposals to the County for the use of the City's share of the County's annual grant under the CDBG and HOME programs.
- Shall be responsible for publishing Bid Advertisements, Requests for Proposals, and the like, for CDBG and HOME assisted activities where the City proposes to be a party to the contract for the solicited services.
- Shall provide the County an audited report detailing the City's receipt and expenditures of County CDBG and HOME funds.

By entering into the cooperative agreement with Fulton County, the City of Alpharetta is eligible to receive funding for CDBG and HOME projects through the County. In addition, the City is able to receive assistance from Fulton County in managing the CDBG and HOME programs.

If the City of Alpharetta intends to enter into this cooperative agreement, it must be adopted by resolution of City Council and delivered to Fulton County.

#### **ALTERNATIVES:**

The Mayor and City City Council can choose not to enter into the agreement with Fulton County and instead, pursue Community Development Block Grant funding under the competitive process. This would require the City to manage any CDBG grant awards it receives, including complying with any and all federal reporting requirements.

#### **ATTACHMENTS:**

1. Resolution - Fulton County CDBG Cooperative Agreement
2. FC CD Block Grant Cover Letter
3. FC CD Block Grant Cooperation Agreement



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE COOPERATIVE AGREEMENT FOR FULTON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

**WHEREAS**, the City of Alpharetta, Georgia desires to be included as part of the Fulton County's Community Development Block Grant (CDBG and HOME) programs for Federal Fiscal Years 2024, 2025, and 2026; and

**WHEREAS**, the attached Cooperation Agreement has been prepared for said purposes; and

**WHEREAS**, evidence authorizing execution of said Agreement must accompany the Agreement upon its submission to the U.S. Department of Housing and Urban Development.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Alpharetta as follows:

- The attached Cooperation Agreement is hereby approved; and the Mayor is hereby authorized to execute said Agreement in accordance with directives under the CDBG program.

**SO RESOLVED** this 26th day of June 2023.

CITY OF ALPHARETTA

By: \_\_\_\_\_  
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

\_\_\_\_\_  
Mayor Pro Tem Dan Merkel

\_\_\_\_\_  
Council Member Donald F. Mitchell

\_\_\_\_\_  
Council Member Brian Will

\_\_\_\_\_  
Council Member Douglas J. DeRito

\_\_\_\_\_  
Council Member John Hipes

\_\_\_\_\_  
Council Member Jason Binder

(SEAL)

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
[INSERT ATTORNEY], City Attorney



May 15, 2023

The Honorable Jim Gilvin  
Alpharetta City Hall  
2 Park Plaza  
Alpharetta, GA 30009

**Re: Cooperation Agreement for Program Years January 1, 2024– December 31, 2026**

Dear Mayor Jim Gilvin,

Every three years, Fulton County Government, as the grantee for the Fulton County Urban County CDBG Program, is required to re-qualify to receive a direct entitlement allocation of Community Development Block Grant (CDBG) funds. When requalifying as an Urban County grantee, Fulton County must determine which communities will and will not participate. Once Fulton County is recertified, the Urban County designation stands for three years, January 1, 2024-December 31, 2026.

We have enjoyed working with the **City of Alpharetta** over the years and would like to extend an invitation for you to continue your participation in the Urban County. In becoming a part of the Urban County, the City of College Park is also eligible to receive funding from the County's HOME and ESG programs if the Urban County receives HOME and ESG funding.

If the **City of Alpharetta** elects to participate for the next three years, your governing body is required to pass a resolution authorizing your chief elected representative to execute an agreement that allows for continued participation in the Fulton County Urban County CDBG Program. If the **City of Alpharetta** elects to withdraw participation, you must send a formal, written declination and notification of your desire to be excluded from participation in Fulton County's Urban County CDBG Program by **Friday, July 7, 2023**.

***This notice must be sent to this office and the US HUD Atlanta Field Office in writing. Such election to be excluded will be effective for the entire three-year period for which the urban county qualifies (Fiscal Years 2024, 2025 and 2026), unless your municipality specifically elects to be included in a subsequent year for the remainder of Fulton County's three-year qualification period. Failure to respond means your municipality will be included in the Urban County for Fiscal Years 2024, 2025, and 2026.***

Please also be advised that while a part of the Fulton County Urban County, the **City of Alpharetta** is not eligible to apply for CDBG grants under the State CDBG program. However, if a jurisdiction decides to exclude itself from Fulton County's Urban County, it may compete statewide through the Georgia State Department of Community Affairs (DCA) CDBG Program for CDBG funding.





**To remain a part of the Fulton County Urban County, the city should take the following steps:**

- Authorize the Mayor to execute and the City Clerk to certify all Cooperation Agreements and any other necessary documents permitting the city to remain as a member of the Fulton County CDBG Program.

**Mayor/Clerk Action Required**

- Execute Federal Program Year [PY] 2024 -2026 Cooperation Agreement with original signatures on all 5 copies.
- Return all 5 copies of PY 2024-2026 Cooperation Agreement and copies of the City's authorizations [agenda and minutes] to the Fulton County CDBG Program Office - Attention Kim Benjamin, CDBG Community Development Manager, by **Friday, July 7, 2023**.
- If your city chooses to exclude itself from the Fulton County Urban County CDBG Program, you are required to notify the County and HUD in writing that the City wishes to be excluded from participation in Fulton County's Urban County program at the expiration of the current agreement by **Friday, July 7, 2023**.

Should you have any questions regarding the execution of the attached **City of Alpharetta** Cooperation Agreement, please contact me at (404) 612-7378 or via email at [stanley.wilson@fultoncountytga.gov](mailto:stanley.wilson@fultoncountytga.gov)

Sincerely,

*Stanley Wilson*

Stanley Wilson, Director

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners  
Richard Dick Anderson, County Manager  
Pamela Roshell, PhD, Chief Operating Officer  
Laura M. Hansford, County Attorney





U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

**The City of Alpharetta**

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04





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## FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]

Program Year 2024 - 2026

This Cooperation Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Alpharetta**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

#### Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

#### Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.







By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

### **Section 3: Duration of Agreement**

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.





The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

#### **Section 4: Federal Grant Restrictions**

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.





### **Section 5: Compliance**

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

- a.** A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
- b.** A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.





### **Section 6: CDBG Eligible Project Approval**

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

### **Section 7: Program Income**

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said





reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

#### **Section 8: Authorizations**

The Mayor of the **City of Alpharetta** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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**Section 9: Agreement Execution**

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

**For The City of Alpharetta**

**For Fulton County:**

\_\_\_\_\_  
**Jim Gilvin, Mayor of The  
City of Alpharetta**

\_\_\_\_\_  
**Robb L. Pitts, Chairman  
Fulton County Board of Commissioners**

\_\_\_\_\_  
Typed or printed name and title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

Attest: \_\_\_\_\_  
County Clerk

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Attestor Type or printed name and title

\_\_\_\_\_  
Date of Signature

[IMPRINT COUNTY SEAL HERE]

\_\_\_\_\_  
Attestor Typed or printed name and title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Pamela Roshell, PhD, Chief Operating Officer

\_\_\_\_\_  
Stanley Wilson, Director, Community  
Development

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

The City of Alpharetta Resolution Item Number: \_\_\_\_\_

City Council Approval Meeting Date: \_\_\_\_\_





**Section 10: City Clerk Certification**

**Name of City: The City of Alpharetta.**

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

\_\_\_\_\_  
**Signature of City Clerk**

\_\_\_\_\_  
**Print Name of City Clerk**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:                      Signature

\_\_\_\_\_  
Print Name of Attestor

\_\_\_\_\_  
Date of Signature





**Section 11: Legal Opinion**

**For The City of Alpharetta.**

**LEGAL OPINION OF THE CITY ATTORNEY:**

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: \_\_\_\_\_ **City Attorney**

\_\_\_\_\_ **Name of City Attorney [Typed or Printed]**

\_\_\_\_\_ **Date of Approval**

**For Fulton County**

**LEGAL OPINION OF THE COUNTY ATTORNEY:**

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: \_\_\_\_\_ **Fulton County Attorney**

**Laura M. Hansford, Fulton County Attorney [Typed or Printed]**

\_\_\_\_\_ **Date of Approval**







# STAFF REPORT

Department: Public Safety  
Submitted By: Stephanie Cochran  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### Request For Proposal 23-118: United Towing Contract for Towing Services

*Consideration of approval of the award of RFP 23-118 to United Towing, Inc. for a 5-year towing contract and to authorize the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Approve the award RFP 23-118 to United Towing, Inc. for a 5-year towing contract 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:** NO 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 City requires towing and certain roadside services for vehicles that are involved in accidents or are otherwise obstructing traffic, for towing and storing vehicles abandoned on the roadway, towing vehicles that need to be held as evidence, and occasionally for towing City-owned vehicles due to accidents or mechanical issues. The Department of Public Safety usually initiates calls for such services through the 911 Center. In virtually all cases, the vehicles' owners pay the fees.

Through the RFP process, the Department attempts to obtain a fair price for residents and visitors whose vehicles are towed, but we are also concerned with the quality of service that is provided. One of the most important considerations is response time, particularly to incidents that involve obstructions of major roadways and/or hazardous conditions. Other considerations include the proximity and security of storage lots, the skill and reliability of drivers, and the availability and capabilities of trucks and equipment.

The Finance Department, working with the Public Safety Department, prepared and issued a Request for Proposals (RFP 23-118) and advertised for proposals on April 21, 2023.

The following responses were received on May 19, 2023. Scores out of 100 are shown in parentheses.

United Towing, Inc. (94.67)  
Thrive Biz Consultant (27.48)  
TOSC Service, LLC (26.65)

The Public Safety Department desires to enter into a 5-year contract with United Towing, Inc. The department has contracted with United Towing, Inc. for wrecker services since approximately 2003, and while the relationship and

service have been excellent, the current contract expires on July 14, 2023.

|                      |
|----------------------|
| <b>ALTERNATIVES:</b> |
|----------------------|

There are no anticipated budget or fiscal impacts.

|                     |
|---------------------|
| <b>ATTACHMENTS:</b> |
|---------------------|

1. City RFP Docs
2. Scoring Summary-Towing Services for City of Alpharetta Public Safety
3. Draft 23-118 United Towing-Towing Services for Public Safety-Contract

## CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-118

RFP Title: Towing Services for City of Alpharetta Public Safety

### RFP SCOPE OF WORK & PROPOSAL SUBMISSION

#### 1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP April 21, 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).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

#### 2. Procurement Agent, Single Point of Contact

Beth Rucker is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Beth can be reached at 678-297-6052 or [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us).

City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Attn: Beth Rucker, Procurement Agent

#### 3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: May 19, 2023, at 10:00am.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this RFP.
4. 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 RFP 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 proposal. You must respond using any updated information.

#### 4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that proposal have basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
  - a. Required Forms are Pass/Fail.
  - b. Contact information and Contact for Legal Notices/Contract are required but are not scored.
  - c. Questionnaire scoring will depend on information requested. Some questionnaire responses will be information only, while others may be pass fail such as addendum acknowledgement.

| <b>Evaluation Criteria</b>                                                     | <b>Maximum Points</b> |
|--------------------------------------------------------------------------------|-----------------------|
| Qualifications, Company Experience, References                                 | 10                    |
| Method of Providing Service, Project Approach, Response time, Flexibility      | 25                    |
| Storage & Impound Services; Proximity to PS Dept; Recordkeeping; Vehicle Holds | 25                    |
| Available Equipment-Number & Type of Trucks                                    | 25                    |
| Cost Proposal                                                                  | 12                    |
| Local Vendor Preference                                                        | 3                     |
| <b>Total Maximum point score</b>                                               | <b>100</b>            |

## **WHAT WE WANT TO DO**

### **1. General Description**

It is the City's intent to contract with one or more established vehicle towing companies to provide towing, vehicle removal, and vehicle storage services based on requests from the City of Alpharetta Department of Public Safety. Any contract between the City and an awarded towing Contractor will establish an obligation on the part of the Contractor to make available to the general public the Contractor's service when and as called upon, at an established maximum service cost rates and to safeguard the public by assured coverage while the Contractor is in performance of such agreed service.

### **2. Scope of Work**

- Service under the contract pertains only to requests from the Alpharetta Department of Public Safety. Service will consist of having the requested number of wreckers en route within five (5) minutes of the call and on the scene, subject to traffic conditions, within twenty (20) minutes, at least 90% of the time.
- The Alpharetta Department of Public Safety will call the Contractor for needed wrecker service in or near the City limits.
  - A. In the event that the towing of a vehicle requires the use of specialized equipment not owned by the Contractor, or in the event that a City vehicle is disabled outside the service area of the contract, the Contractor shall be required to make arrangements on behalf of the City with another wrecker service company for the towing of the vehicle and the Contractor shall be responsible for ensuring that the vehicle is towed to the appropriate location designated by the City.
  - B. The Alpharetta Department of Public Safety shall be the exclusive judge as to whether or not additional wrecker services are required.
- The contractor will conform to all Federal, State, and local laws and/or rules and regulations now in effect or as any new ones become applicable. It shall be the duty of the Contractor to ascertain all applicable laws and changes.
- Included under the agreement will be the furnishing of labor, required equipment, and other means for the removal of wrecked or disabled vehicles or equipment from the highways, roads, streets, City property, or other public thoroughfares or proximity thereof, to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed. For the purpose of collecting payment for services, it will be the responsibility of the Contractor to determine the owner of subject vehicles.
- The Contractor will charge the public rates not greater than those stipulated under the contract for its service in all Alpharetta Department of Public Safety initiated calls for

service. Such rates will be posted in its place(s) of business in such a way as to be prominently displayed for the attention and information of claimants of the vehicle under its care. Billings or statements of charges will have clearly printed on the reverse side the rate applicable under the contract so that the claimant may verify such charges. All charges must be itemized. No rate increases will be made for services covered in the RFP and under any resulting contract during the first two (2) contract years.

- After the end of the second contract year, no rate increases will be made for services covered in the RFP and under any resulting contract without notification to the City at least 30 days prior to rate change. The contractor shall notify both of the following:

City of Alpharetta Finance Department  
Attn: Beth Rucker  
2 Park Plaza  
Alpharetta, GA 30009

**And**

City of Alpharetta Public Safety Department  
Attn: Fleet Manager  
2565 Old Milton Parkway  
Alpharetta, GA 30009

Contract pricing for the first two (2) years of the contract term will remain as offered in Offeror's rate schedule. Subsequent contract year pricing or rates are guaranteed for a minimum of twelve (12) months beginning July 1st of subsequent contract years. Any increase (or decrease) in prices or rates after the first two (2) years of the contract term shall be limited to five percent (5%) or Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser or based on compliance with any governing federal, state, and/or local laws if CPI adjustment does not comply with legal requirements.

- The City shall not be responsible to the Contractor for any sum whatsoever, and all monies paid to the Contractor, pursuant to the terms of the agreement, shall be satisfied by the owner of vehicles or by such other remedies against such owners as provided by law. Each vehicle is used to stand as security only for the charges against that vehicle. When vehicles that are unclaimed are sold and do not bring as much as the charges against the particular vehicle, the Contractor agrees to suffer the loss between the sale price and the charges against that particular vehicle. Any excess realized for the sale of a

vehicle shall not be applied against any deficiency from the sale of another vehicle.

Towing of City owned vehicles or equipment will be at no charge to the City.

- Vehicle and/or property removed, towed, and/or stored as a result of an Alpharetta Department of Public Safety – initiated call for service will not be released to the owner except upon written authorization of the Alpharetta Department of Public Safety, or upon the authority of Court action.
- The Contractor shall be responsible and liable for all vehicles and property hauled, towed, or stored under the contract, including all equipment and contents thereof, and shall indemnify and hold harmless the City against all claims for damages to any vehicle and/or property hauled, towed, or stored under the contract. The Contractor's representative shall verify the inventory at the site and approve it by signature on a Departmentally approved impound/inventory form. The Investigating Officer shall check inventory at the site and approve it by signature on a Departmentally approved impound/inventory form.
- The Contractor will maintain equipment and a sufficient labor force, adequate to supply demand, on a full 24-hour day basis every day of the year. Stand-by crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.
- The Contractor will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. Such facility must be adequately maintained, clean, and presentable at all times and shall be subject to inspection by the Alpharetta Department of Public Safety.
- The Contractor will have an area for storage of towed vehicles or equipment within the contracted service area or other approved location. Such storage area must be secured against free entry and in such a way as to give security to property entrusted in Contractor's care. If the storage area is an open area, it must be enclosed with fencing of a sufficient height with barbed wire topping and adequately lighted to discourage theft, damage, or malicious mischief. Such open area must be paved or have sufficient gravel surface to prevent problems in entry or exit during inclement weather.
- The Contractor will have an area for storage of City vehicles at no additional charge. The Contractor, at any time, will have available space to store up to twelve (12) City vehicles.
- Contractor shall always have in operating condition, a minimum of five light wreckers, one heavy wrecker, and one extra heavy wrecker. This is the minimum requirement.
- Each wrecker will be required to carry a full complement of service items including, but not limited to, fire extinguisher, chains, ropes, blocks, dollies, stop lights, flares, flashers, flood lights, hand tools, shovels, brooms, major first aid kit, and other tools and needs



for lights, extricating, righting of wrecked vehicles and/or equipment, and removal from thoroughfare by towing or carting.

- Each offeror must be familiar with the number and type of service calls that can be reasonably anticipated during the term of the proposed contract and shall have an adequate number of wreckers of each type or category necessary to provide the required services on a timely basis. If the offeror proposes to charge different rates for types or categories of wreckers, the offeror shall always be required to utilize the least expensive wrecker that is deemed adequate to perform the required service. If the offeror does not have the least expensive wrecker available at the time that service is required, the offeror may utilize a more expensive wrecker but shall charge the lesser rate.
- The contractor shall comply with all applicable laws regarding the removal of debris and extend reasonable and customer consideration to the occupants of the vehicles.
- The contractor will use pre-printed and pre-numbered tickets for service as well as computerized invoices under the contract. In addition to any other information required by law, the following shall be indicated on the ticket:
  - i. Time call received from Alpharetta Department of Public Safety.
  - ii. Arrival time of wrecker at the place of accident (or where directed).
  - iii. Departure time from the scene.
  - iv. Arrival time at the storage place.
  - v. Mileage from the point of pickup to the storage point or destination.
  - vi. Signature of wrecker driver and a police officer working the incident.
- The Contractor agrees that the Director of the City's Department of Public Safety or Director of the City's Finance Department, or their duly authorized representatives, shall have access to and the right to examine any books, documents, papers, and/or records of the Contractor involving transactions related to the contract. Such records will be maintained for two years after the end of the contract. The Contractor shall also provide the driver's license numbers of all employees, using the Excel form provided on the RFP page in Bonfire, when submitting the proposal. The Contractor shall also be responsible for informing the City when a new driver is hired and providing the City with the new employee's driver's license number.
- In addition to any other terms, conditions, etc., spelled out in this RFP, the contractor will comply with any Federal, State, or Local law or ordinances applicable to this operation. Attention is specifically directed to Georgia law covering "Disposal of Motor Vehicles by Automobile Wrecking Companies." In addition to the requirements of the law, the following shall be provided:

**The contractor will maintain and be able to provide a summary report of calls for the preceding month, if requested, within five (5) days to**





**psfleet@alpharetta.ga.us. The report shall include the date, vehicle make, model, color, tag, VIN, and case # if available. The contractor will provide, along with the monthly summary report, a list of any vehicle released from police action calls from any previous month.**

- The contractor will agree to allow City employee(s) onto the lot after submitting a proposal and prior to the award of the contract to inspect for the following:
  - i. Entire lot
  - ii. All vehicles and equipment to be used for towing.

## **FOLLOW THIS OUTLINE**

### **How We Want You to Construct Your Proposal**

#### **1. Using Bonfire to Submit Proposal**

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

#### **2. Required Proposal Document Formats**

- ❖ Each proposal must follow these document formats.
  - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
  - Format your documents using this outline:

- ☐ formatted to single space lines,
- ☐ 10 to 12-point font size,
- ☐ black font color (excludes photos, charts, section separators or headings), and
- ☐ upload proposal in PDF format.
- ☐ OK, but not necessary, to bookmark PDF files by sections included.

### 3. Proposal Submittal Document Instructions

Your RFP response must be submitted in accordance with the instructions provided and must be in the order presented below. Categorize proposal sections using the same headings (in **BLUE**) and numbered and lettered exactly as outlined below. Each response must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable to the City ease in proposal review and to ensure compliance with page limitations. Response Document will include Section A-Section E as follows:

**A. Cover Page** (limited to one (1) page maximum.) *No review points but is required.*

Each response must have a cover page. Each cover page must include at a minimum that the response is for Towing Services for City of Alpharetta Public Safety, and your company's full legal name, contact for this procurement, address, and contact information.

**B. Company Information** *No review points but is required.*

- This document must be no more than two (2) pages,
- Each section below will make up the Company Information document. This document must be in the following order:
  - i. **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.
  - ii. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
  - iii. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
    - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
    - mailing address,
    - telephone number, cell phone number, and
    - e-mail address.

**C. Method of Service, Project Approach, Response Time, Flexibility 25 Points**

- This document must be no more than three (3) pages.

Response must follow instructions and supply information based on Section 2 Scope of Work pages 3 – 7 of this document.

**D. Qualifications, Company Experience, References 10 Points**

- This document must be no more than five (5) pages,
  - i. Identify the key team members that would be available contacts for the purpose of providing towing services to our City, and main office personnel for invoicing, etc.
  - ii. For your firm's proposed main contact with our City and for each individual listed in response to the above, answer the following questions.
    1. Where is this individual located?
    2. How long has this individual been employed by this respondent?
    3. Years of experience in the particular role?
  - iii. Provide three examples of similar contracts that your firm has held within the past three years.
  - iv. *NOTE:* We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

**E. Storage & Impound Services; Proximity to PS Dept.; Recordkeeping, Vehicle Holds 25 Points****F. Available Equipment 25 Points**

- Identify all equipment in operating condition that will be utilized. The required minimum equipment is on Section 2 Scope of Work page 3 of this document.

**4. Cost Proposal 12 Points**

Do not include Cost proposal with other Proposal documents. Submit only as Excel formatted cost proposal.

- i. **Cost proposal form** is provided separately in Excel format and must be completed with each proposal. More Detailed instructions can be found on the cost proposal form.

**5. Optional Form: Local Vendor Preference 3 Points**

Application is not a required document.

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information, documents, and a copy of your current City of Alpharetta business license.

## 6. Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your scoring if you return the forms separately.
- Below are the required forms for all proposals:
  - a) **IRS Form W-9**
  - b) **Bidder's Disclosures and Certifications**
  - c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ *E-Verify side note:* Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
- ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
  - ⊗ No A, B, Cs.
  - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
  - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

## 7. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

# CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-118

RFP Title: Towing Services for City of Alpharetta Public Safety

## INFORMATION AND CONTRACT TERMS & CONDITIONS

### RFP Information

#### 1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements by the submittal of a proposal to the City, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

#### 2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all proposals, to reject any proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any proposal that shows that a Offeror cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

#### 3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Proposals:

The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal by the Offeror;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and



fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

## General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

### 1. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

### 2. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English ability.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information on Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance  
City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Tel: 678-297-6014

### 3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the 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.

### 4. General 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 RFP. 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 Umbrella Liability:**  
Combined Single Limit Bodily Injury  
and / or Property Damage \$1,000,000 each occurrence  
\$1,000,000 aggregate

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this

indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

## 5. Term.

**The Contract is for a term of 5 years starting July 1, 2023 (or upon contract execution), and ending July 1, 2028, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.**

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 July 1, 2023, and ending at 11:59 p.m. (Eastern Time) on July 1, 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 July 1, 2023 through 11:59 p.m. (Eastern Time) on July 1, 2024, and will automatically renew for additional one (1) year terms, each beginning on July 1, following the existing term year and ending at 11:59 (Eastern Time) on June 30 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.

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.

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.

The Contract hourly rates 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.

For any such renewal term commencing after the first two (2) years of this Contract, contract 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. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including

any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Consultant under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

## **7. Performance Prior to Contract Execution**

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant's risk and will not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

## **8. Subconsultants**

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

## **9. Independent Consultant**

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Consultant must supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

## **10. Compliance with Illegal Immigration Reform and Enforcement Act**

### **E-Verify Program:**

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the physical performance of services unless the Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants submitting a Proposal for the physical performance of service must include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

- 1) Per O.C.G.A. § 13-10-91, the Consultant represents, warrants, acknowledges, and/or agrees that:
  - a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- 2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions about E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

**Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:**

- 1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- 3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
- 4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
- 6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

## **11. Compliance with Laws**

The Consultant will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by



the Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

## 12. Termination

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

## 13. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, per O.C.G.A. § 36-60-13, this Contract will end at once and absolutely if the City finds that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and will be conclusive

## **Appendix A: City Truck Route Allowed Truck Routes and Map**

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

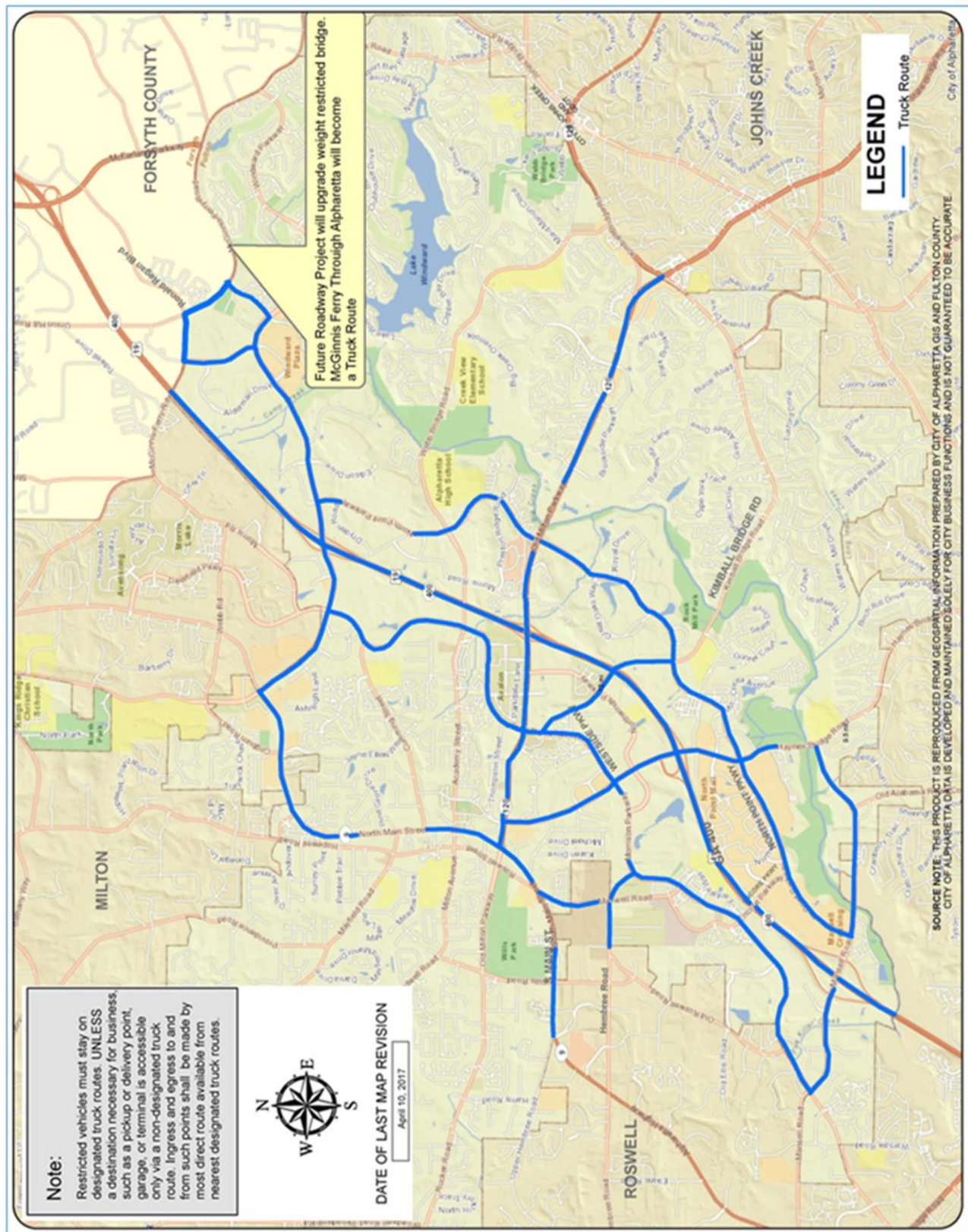
As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road



- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.







## **Appendix B: Informational Forms**

Do not return these forms with your proposal. These are information only for the RFP process. Forms will be used only by the consultant / contractor that is awarded the contract for this project or service.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

## Subcontractor E-verify Affidavit



### **AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

**Sub-subcontractor E-verify Affidavit**



**AFFIDAVIT VERIFYING SUB-  
SUBCONTRACTOR PARTICIPATION IN  
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

## 23-118 - Towing Services for City of Alpharetta Public Safety

### Scoring Summary

|                       | Total     | A - Group 1<br>Administrative | B - Group 2<br>Technical | B-1 - Qualifications,<br>Company<br>Experience,<br>References | B-2 - Method of<br>Providing Service,<br>Project Approach,<br>Response time,<br>Flexibility | B-3 - Storage &<br>Impound Services;<br>Proximity to PS<br>Dept;<br>Recordkeeping;<br>Vehicle holds | B-4 - Available<br>Equipment-Number<br>& Type of Trucks | C-1 - Cost Proposal |
|-----------------------|-----------|-------------------------------|--------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------|
| Supplier              | / 100 pts | / 3 pts                       | / 85 pts                 | / 10 pts                                                      | / 25 pts                                                                                    | / 25 pts                                                                                            | / 25 pts                                                | / 12 pts            |
| United Towing Inc     | 94.67     | 0                             | 82.67                    | 9.333                                                         | 24.17                                                                                       | 24.17                                                                                               | 25                                                      | 12 (\$100)          |
| Thrive biz consultant | 27.48     | 0                             | 21.17                    | 2                                                             | 7.5                                                                                         | 4.167                                                                                               | 7.5                                                     | 6.316 (\$190)       |
| TOSC SERVICES<br>LLC  | 26.65     | 0                             | 20.33                    | 2                                                             | 7.5                                                                                         | 4.167                                                                                               | 6.667                                                   | 6.316 (\$190)       |

## 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 30009 (the "City") and **UNITED TOWING INC.**, a Georgia corporation with its principal office located at 1160 Tidwell Road, Alpharetta, Georgia 30004 (the "Contractor").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-118 dated April 21, 2023, including any addenda thereto (the "RFP"), and the City of Alpharetta RFP 23-118, Towing Services for City of Alpharetta Public Safety Cost Proposal dated April 21, 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 (the "Work") and, in general, include the following:

**TOWING SERVICES FOR CITY OF ALPHARETTA PUBLIC SAFETY**, providing towing, vehicle removal, and vehicle storage services based on requests from the City of Alpharetta Department of Public Safety. The Work shall be performed in accordance with the project specific requirements and specifications (including all explanatory matter thereof) set forth in the RFP and, to the extent accepted by the City, the Proposal, and such other standards, guidelines and specifications as may be applicable to the subject portion of Work, as reasonably determined by the City. Contractor shall furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Work. The award and execution of this Contract by the City does not guarantee the subsequent assignment of any portion of the Work.

3. Charges for Service. Contractor acknowledges and agrees that the City shall not be responsible to Contractor for any fee, cost or sum whatsoever for Contractor's performance of the Work; rather, fees and costs related to the performance of the Work may only be charged to the public (i.e., owner of subject vehicle) at the rates set forth in Contractor's Rate Schedule included in the Proposal. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Contract pricing for the first two (2) years of the contract term will remain as offered in Contractor's Rate Schedule. Subsequent contract year pricing or rates are guaranteed for a minimum of twelve (12) months beginning July 1st of subsequent contract years. Any increase (or decrease) in process or rates after the first two (2) years of the contract term shall be limited to five percent (5%) or Consumer Price Index (US City Average - All terms; most recent month) factor, whichever is the lesser or based on compliance with any governing federal, state, and/or local laws in CPI

adjustment does not comply with legal requirements.

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 the Contractor shall not proceed to perform the Work until on or after July 1, 2023. Notwithstanding anything herein to the contrary, the City shall not be obligated to pay for, and the Contractor shall not proceed to perform, any portion of the Work requested by task order until the City has approved Contractor's proposal for performance of the subject task order.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements or project schedule set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work. For any portions of the Work that are requested by task order, Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the subject task order.
- (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 July 1, 2023, and terminating June 30, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting July 1, 2023, and ending at 11:59 p.m. (Eastern Time) June 30, 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 July 1, 2023, through 11:59 p.m. (Eastern Time) on June 30, 2024, and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) June 30 of the following year, unless the City delivers written notice of non-renewal to Contractor 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. Contractor 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 Contractor, incorporated herein as Exhibit "A," and accepted/awarded by the City. 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. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.
  - (f) For any such renewal term commencing after the first two (2) years of this Contract, 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). Contractor 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;
8. Covenant. Contractor covenants that:
- (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.
9. 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.
10. 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.
- 11. 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.
  - 12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility. All subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
  - 13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the

performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2018)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

United Towing  
1160 Tidwell Road  
Alpharetta, GA 30004  
Attn: Scott Sibley  
Unitedtowing16@yahoo.com

(b) If to the City, at the following address:

City of Alpharetta  
Department of Public Safety  
2565 Old Milton Pkwy.  
Alpharetta, Georgia 30004  
Attn: John Robison, Department Director  
[jrobison@alpharetta.ga.us](mailto:jrobison@alpharetta.ga.us)

With a copy to:

Alpharetta City Attorney  
Jarrard & Davis, LLP  
222 Webb Street  
Cumming, Georgia 30040

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?\[S=YES\]](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 July 1, 2023, and terminating at midnight on June 30, 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.

(Signatures on following page)



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

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

Date: \_\_\_\_\_

Approved as to Substance:

\_\_\_\_\_  
Chris Lagerbloom, City Administrator

Approved as to form:  
JARRARD & DAVIS, LLP

\_\_\_\_\_  
Ed Howden, City Attorney

**United Towing, Inc.**

\_\_\_\_\_  
Angela Sibley, CFO

Attest:

By: \_\_\_\_\_  
Scott Sibley, Corporate Secretary

Date: \_\_\_\_\_

### Exhibit "A"

| City of Alpharetta                                                                                                                                            |                                                                           |                                                                            |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------|------|
| RFP 23-118, Towing Services for City of Alpharetta Public Safety                                                                                              |                                                                           |                                                                            |      |
| Cost Proposal                                                                                                                                                 |                                                                           |                                                                            |      |
| United Towing Inc                                                                                                                                             |                                                                           |                                                                            |      |
| Instructions for Cost Proposal Completion:                                                                                                                    |                                                                           |                                                                            |      |
| 1. This form MUST be used to submit cost proposal                                                                                                             |                                                                           |                                                                            |      |
| 2. Do not include a copy of this cost proposal in your technical proposal.                                                                                    |                                                                           |                                                                            |      |
| 3. Complete all fields. See end of form as well for authorization and contact info.                                                                           |                                                                           |                                                                            |      |
| 4. <u>Verify all amounts entered.</u> This form will be used for cost evaluation and for contract award.                                                      |                                                                           |                                                                            |      |
| 5. Evaluation & Scoring will be based on the cost for a basic tow job for vehicles with up to 4 wheels. All other costs will be evaluated for reasonableness. |                                                                           |                                                                            |      |
| Item                                                                                                                                                          | Category                                                                  | Type of Service Required                                                   | Cost |
| 1                                                                                                                                                             | Vehicles, Trucks & Trailers damaged or undamaged up to 4 wheels           | Basic Tow Job (including first 10 miles and one-hour service on site)      | 100  |
|                                                                                                                                                               |                                                                           | Basic Flatbed Charge (including 1st 10 miles and one-hour service on site) | 100  |
|                                                                                                                                                               |                                                                           | Each additional mile (after first 10 miles)                                | 5    |
|                                                                                                                                                               |                                                                           | Charge per hour (at the scene of a wreck after first hour)                 | 75   |
|                                                                                                                                                               |                                                                           | Overtured vehicle off roadway extra charge                                 | 80   |
|                                                                                                                                                               |                                                                           | Winching for off roadway vehicle                                           | 90   |
| 2                                                                                                                                                             | Vehicles, Buses, Trucks & Trailers with more than 4 wheels up to 6 wheels | Basic Tow Job (including first 10 miles and one-hour service on site)      | 150  |
|                                                                                                                                                               |                                                                           | Each additional mile (after first 10 miles)                                | 5    |
|                                                                                                                                                               |                                                                           | Charge per hour (at the scene of a wreck after first hour)                 | 75   |
|                                                                                                                                                               |                                                                           | Overtured vehicle off roadway extra charge                                 | 90   |
|                                                                                                                                                               |                                                                           | Winching for off roadway vehicle                                           | 175  |
| 3                                                                                                                                                             | Vehicles, Buses, Trucks & Trailers with greater than 6 wheels             | Basic Tow Job (including first 10 miles and one-hour service on site)      | 450  |
|                                                                                                                                                               |                                                                           | Each additional mile (after first 10 miles)                                | 6    |
|                                                                                                                                                               |                                                                           | Charge per hour (at the scene of a wreck after first hour)                 | 250  |

|   |                                   |                                                                                                                           |     |
|---|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----|
| 4 | Storage of Vehicles               | Vehicles, Truck & Trailers up to 4 wheels<br>(per 24 hours after the first 24 hours)                                      | 25  |
|   |                                   | Vehicles, Trucks & Trailers 6 wheels or<br>greater that do not have air brakes (per 24<br>hours after the first 24 hours) | 35  |
|   |                                   | Vehicles, Trucks & Trailers with air brakes<br>(per 24 hours after the first 24 hours)                                    | 45  |
| 5 | Use of Additional Wreckers        | Vehicles, Trucks & Trailers damaged or<br>undamaged up to 4 wheels                                                        | 100 |
|   |                                   | Vehicles, Buses, Trucks & Trailers with<br>more than 4 wheels up to 6 wheels                                              | 125 |
|   |                                   | Vehicles, Buses, Trucks & Trailers with<br>greater than 6 wheels                                                          | 450 |
| 6 | Use of Dollies, Flatbeds & Cranes | Additional charges for the use of dollies<br>and/or flatbeds for vehicles, trucks &<br>trailers up to 4 wheels            | 65  |
|   |                                   | Use of a light crane or frame (minimum 1<br>hour)                                                                         | 450 |
|   |                                   | Use of a light crane or frame (each<br>additional hour)                                                                   | 350 |
| 7 | Decoupling Expense                | Services canceled after wrecker has<br>physically connected to a vehicle                                                  | 80  |

#### Cost Proposal Guarantee

A. All City of Alpharetta vehicles, or any vehicle needing to be towed for evidentiary reasons by the Alpharetta Department of Public Safety, shall be towed to any location as designated by the Alpharetta Department of Public Safety, or its representative and stored at no cost to the City. In the event that the towing of a vehicle requires the use of specialized equipment not owned by the Contractor, or in the event that a City vehicle is disabled outside the service area of the Contractor, the Contractor shall be required to make arrangements on behalf of the city with another wrecker service company for the towing of the vehicle and the Contractor shall be responsible for ensuring that the vehicle is towed to the appropriate location designated by the City.

B. The Public Safety Director shall have the authority to waive all charges for a vehicle involved in a police action where the owner was not properly notified of the vehicle's location.

C. Contractor shall also be required to change flat tires on City vehicles at no charge, with the City being responsible for the repair.

D. By completing and submitting this cost proposal in response to the City of Alpharetta's RFP 23-118, and in compliance with RFP 23-118 section **What We Want to Do** including scope of work and project requirements, you understand, offer, and agree that if this Proposal is accepted by the City Council within one-hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that you/your company will furnish any or all of the services and/or deliverables upon which prices are quoted, at the price set for all categories listed above.

|                                                        |                                                                    |
|--------------------------------------------------------|--------------------------------------------------------------------|
| Company Name:                                          | United Towing Inc                                                  |
| Address:                                               | 1160 Tidwell Road Alpharetta, Ga. 30004                            |
| Print/Type Name(s) and Title(s) of Authorized Signers: | Angela Sibley CFO Scott Sibley Secretary                           |
| Contact Info-Phone Number:                             | 678-882-9307 or 678-859-1438                                       |
| Contact Info-Email Address:                            | <a href="mailto:angiesibley@comcas.net">angiesibley@comcas.net</a> |



# STAFF REPORT

Department: Public Works  
Submitted By: Dennis Roland  
Meeting Date: June 26, 2023

## AGENDA ITEM:

### Request for Proposal 23-109: Log Cabin Park Stormwater Mitigation Design Services

*Consideration of approval of the award of RFP 23-109 to Rummel, Klepper and Kahl, LLP (RK&K) for the performance of the Log Cabin Park Stormwater Mitigation Design Services in an amount not to exceed \$154,065.00 and to authorize the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Approve the award of RFP 23-109 to Rummel, Klepper and Kahl, LLP (RK&K) for the performance of the Log Cabin Park Stormwater Mitigation Design Services in an amount not to exceed \$154,065.00 and authorize the Mayor to execute all necessary documents.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** YES

**FISCAL IMPACT:** YES

**INCLUDED IN CURRENT FY CPTL BUDGET:** YES

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:** \$154,065.00

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                     | <u>DOLLAR AMOUNT</u> |
|-------------------------------------------------|----------------------|
| SW Pipe and Structure R&M / 30241100541430C1308 | \$154,065.00         |

### EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
| N/A                         | \$0.00               |

## ITEM DESCRIPTION:

The award of this request for proposals is for design services for one or more stormwater management facilities in a manner that augments the capture and infiltration or storage of stormwater on the Log Cabin Park property. While the primary goal is an increase in overall stormwater capture, the project aesthetics and design will align with the existing community facilities and planned community use. A tributary to Foe Killer Creek flows through the Log Cabin Park and is upstream of the Meadow Brooks/ Milton Estates neighborhood, which suffers from nuisance flooding. The goal is to capture and infiltrate or retain stormwater within the city-owned property in combination with the existing and future park amenities. The Consultant will perform engineering services including, but not limited to, HEC-HMS hydrologic modeling, HEC-RAS hydraulic modeling, final design of one or more stormwater management facilities, cost estimation for construction, permitting, and development of an operations and maintenance plan. The options identified in the assessment will be presented to the city staff and the Consultant will then develop design drawings for the preferred alternative. In addition to the stormwater management facilities, the project design will integrate pedestrian connectivity, compliant with ADA standards, to Marjean Way and Milton Avenue and include ADA-compliant parking spaces.

A scoping document was prepared by the Public Works Department and a request for proposals was issued on March 2nd, 2023. A total of five submissions were received on March 30th, 2023. Staff from the Public Works Department evaluated and scored the proposals based on the designs team work plan / project schedule / staff qualifications (40%), relevant experience / past references (30%), local vendor preference (3%), and cost proposal (27%). The final scoring for the four proposals was:

|                       |            |              |
|-----------------------|------------|--------------|
| RK&K                  | 89.33 pts. | \$154,065.00 |
| Columbia Engineering  | 74.72 pts. | \$163,863.75 |
| Croy Engineering      | 72.43 pts. | \$165,740.00 |
| Geosyntec Consultants | 70.80 pts. | \$174,781.00 |
| Tetra Tech            | 51.12 pts. | \$252,873.00 |

RK&K is an experienced design firm that has worked on similar elements throughout the Southeast and Georgia, including Heritage Park stormwater retrofit in Chattanooga TN., Shannon Way Submerged Gravel Wetland for Gwinnet County, GA. , Lanier Filter Plant Stormwater Master Plan in Gwinnet County, GA. Staff reached out to references provided and RK&K received great remarks regarding project schedule, innovation, and professionalism.

Once a contract Council approval is received and necessary documents executed, design may begin immediately. The anticipated completion date is 32 weeks from notice to proceed. Attached is an exhibit depicting the site and possible improvements. The goal of the project is to provide stormwater enhancements to downstream by detaining as much runoff as possible as well as provide pedestrian connectivity to Milton Ave. Specific improvements and elements to the project will come about through the design process.

#### **ALTERNATIVES:**

Do not approve Log Cabin Stormwater Mitigation Design Services.

#### **ATTACHMENTS:**

1. 23-109 RK&K Design Log Cabin Stormwater Contract
2. City RFP Docs
3. RKK Proposal Docs
4. Log Cabin Site Exhibit

CITY OF ALPHARETTA  
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between **RUMMEL, KLEPPER & KAHL, LLP**, a Maryland limited liability partnership with its principal office located at 700 East Pratt Street, Suite 500, Baltimore, MD 21202 (the "*Consultant*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals dated March 2, 2023 (the "*RFP*"), including any addenda thereto, and the Consultant's Proposal dated March 30, 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 will govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the PROPOSAL exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the PROPOSAL more desirable, the terms set forth in the PROPOSAL will control. Subject to the foregoing, if a conflict between the language in the RFP and the PROPOSAL, the language in the former will govern.
2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include the following:

**DESIGN SERVICES: LOG CABIN PARK STORMWATER MITIGATION.** The design is to integrate stormwater management facilities in a manner that augments the capture and infiltration or storage of stormwater on the Log Cabin Park property, including, but not limited to HEC-HMS hydrologic modeling, HEC-RAS hydraulic modeling, final design of one or more stormwater management facilities, cost estimation for construction, permitting, and development of an operations and maintenance plan. Options identified in the assessment will be presented to the city staff and the Consultant will then develop design drawings for the preferred alternative.

3. Contract Prices. As finally awarded by the City, the City will pay Consultant in accordance with the PROPOSAL a fixed fee in the amount of **ONE HUNDRED FIFTY-FOUR THOUSAND, SIXTY-FIVE DOLLARS and 00/100 (\$154,065.00)** for Consultant's performance of Work.

This price includes the full development and provision of all deliverables as specified in the RFP and PROPOSAL, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta  
Department of Public Works  
1790 Hembree Road  
Alpharetta, GA 30009  
Attn: Dennis Roland

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Consultant's final invoice and following final inspection and final

acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

- (a) Commencement of Work. The Consultant must not proceed to perform the Work until on or after contract execution and receipt of Notice to Proceed.
- (b) Time for Performance. From receipt of Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work until completion. The Consultant shall fully perform and complete the Work, including the full development and provision of the construction plans, permitting, cost estimate, and an operations and maintenance plan for **LOG CABIN STORMWATER MITIGATION**.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.
- (d) Project Manager. The City's staff Project Manager for this Work is Dennis Roland. The Consultant shall coordinate with the City's Project Manager.

5. Term and 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 must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In the event of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate

without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants that Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
7. Covenants: Consultant covenants that:
  - (a) Consultant will 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 will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
  - (b) Consultant will 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;
  - (c) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and
  - (d) Consultant, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
8. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.
9. Insurance.
  - (a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
    - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant qualifies to pay its own workers' compensation claims.
    - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Consultant. The policy must include coverage for bodily injury, broad form property damage (including completed



operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

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

Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Consultant.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or (with the exception of professional liability) a material change in such policy.

- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
    - v. Consultant will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant 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 Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
  - (d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
  - (e) Other Insurance. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
- 10. Indemnification. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and reasonable attorneys' fees) and damages ("Claims"), including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
- 11. Subcontractors and Consultant Personnel.
  - (a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the PROPOSAL.
  - (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
  - (c) Key Staff. Where Consultant has specifically identified certain personnel in the PROPOSAL for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the PROPOSAL. Consultant agrees not to transfer

or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

- (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
- (ii) Disciplinary reasons;
- (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
- (iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

- 12. Independent Contractor. The Consultant will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
- 13. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.
- 14. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
  - (a) If to the Consultant, at the following address:  
Rummel, Klepper & Kahl, LLP (RK&K)  
5901 Peachtree Dunwoody Road  
Suite C-496  
Sandy Springs, GA 30328

Attention: Matthew B. Cassilly, Esq.

- (b) If to the City, at the following address:

City of Alpharetta  
Department of Public Works  
1790 Hembree Road  
Attention: Pete Sewczwicz

- (c) With a copy to:

Alpharetta City Attorney  
Jarrard & Davis, LLP  
222 Webb Street  
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

15. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant will become part of the Contract Documents.

- (a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Consultant represents, warrants, acknowledges, and/or agrees that:

The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Consultant 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 will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?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. Consultant, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
  - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
  - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.
  - iv. In lieu of the affidavit required by this Section, if Consultant, 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 will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Consultant must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

17. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans

with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. The Consultant may not assign this Contract without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, 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) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

- (l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whom itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Consultant. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(Signature page follows)

**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

\_\_\_\_\_  
Ed Howden, City Attorney

**RUMMEL, KLEPPER & KAHL, LLP**

By: \_\_\_\_\_  
Nathan C. Atkinson, PE, Partner

Attest:

By: \_\_\_\_\_  
Peter J. Patrone, CPA, Partner

Date: \_\_\_\_\_



## CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-109

RFP Title: Design Services: Log Cabin Stormwater Mitigation

### RFP SCOPE OF WORK & PROPOSAL SUBMISSION

#### 1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP Thursday, March 2, 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 RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

#### 2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Debora can be reached at 678-297-6052 or [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us).

City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Attn: Debora Westbrook, Procurement Agent

#### 3. RFP Schedule of Events

##### 1. Proposal Close Date, Deadline for Submissions:

➤ **Thursday, March 30, 2023; 10:00 AM.**

We may change this date during the RFP process. We will post any change in an addendum. Review web page periodically for addenda.

2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

3. This project web page has the important dates and all project documents for this RFP.

4. 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 RFP 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 proposal. You must respond using any updated information.

#### 4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that proposal have basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. **Shortlist, Presentation, Interviews:** The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us or may be asked to supply more information for review, such as example of recently completed designs similar to this project.
  - Scoring for shortlisted firms for presentations / interviews and/or for additional requested information will be in addition to the evaluation criteria listed in the matrix below and will total an additional maximum of 100 points.
6. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
7. We will review and score each proposal using the criteria and percentage weights below:
  - a. Cover letter, business profile, and business information is required but not scored.
  - b. Required Forms are Pass/Fail.
  - c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
  - d. Unique Entity ID / identifier used at SAM.gov, is not scored.
  - e. Questionnaire scoring will be pass / fail for required information only and acknowledgements.

| Evaluation Criteria                                         | Maximum Points |
|-------------------------------------------------------------|----------------|
| Work Plan, Project Schedule, Firm / Staff Qualifications    | 40             |
| Relevant Experience, Past Performance, Capacity, References | 30             |
| Local Vendor Preference                                     | 3              |
| Cost Proposal                                               | 27             |
| <b>Total Maximum point score</b>                            | <b>100</b>     |

## **WHAT WE WANT TO DO**

### **1. General Description**

The City of Alpharetta is accepting proposals for the DESIGN SERVICES: LOG CABIN PARK STORMWATER MITIGATION. The design should integrate one or more stormwater management facilities in a manner that augments the capture and infiltration or storage of stormwater on the Log Cabin Park property (Exhibit A). While the primary goal is an increase in overall stormwater capture, the project aesthetics and design should align with the existing community facilities and planned community use.

A tributary to Foe Killer Creek flows through the Log Cabin Park and is upstream of the Meadow Brooks/ Milton Estates neighborhood, which suffers from nuisance flooding. The goal is to capture and infiltrate or retain stormwater within the city-owned property in combination with the existing and future park amenities. The Consultant will perform engineering services including, but not limited to, HEC-HMS hydrologic modeling, HEC-RAS hydraulic modeling, final design of one or more stormwater management facilities, cost estimation for construction, permitting, and development of an operations and maintenance plan. The options identified in the assessment will be presented to the city staff and the Consultant will then develop design drawings for the preferred alternative. The Work will begin upon contract execution and receipt of the Notice to Proceed and will end upon the completion of the Project as agreed by both parties.

### **2. Exhibit A: Log Cabin Park**

*[Remainder of this page blank]*





### 3. Scope of Work

The City of Alpharetta is seeking a Consultant to design one or more stormwater management facilities on the Log Cabin Park property that capture and infiltrate or retain stormwater upstream of the Meadow Brooks and Milton Estates neighborhoods. The selected alternative will value aesthetics, innovation, as well as be fully compliant with all city, regional, and state regulations.

Foe Killer Creek is approximately 6.9 miles long from its headwaters to its confluence with Big Creek. The approximately 12 square mile drainage basin starts within the City of Alpharetta and flows into the City of Roswell. The Meadow Brooks and Milton Estates neighborhoods are in the upstream portion of the watershed, approximately 0.75 miles northwest of the downtown area of the City of Alpharetta. There are 12 residential structures within the 100-year floodplain and several homes have a history of flooding. The city would like to increase stormwater capture upstream of this area.

The Log Cabin Park was created in 2017 to relocate the log cabin from the site of the new Fulton County STEM School. The 1935 log cabin was built by a group of students in the Future Farmers of America Club on the campus of the Old Milton High School. The log cabin clubhouse quickly became a center of social life for the community hosting proms, weddings, weekly square dances, and much more. Later the cabin became a favorite field trip destination for school children studying local history. The Log Cabin is a joint partnership between the City of Alpharetta and the Alpharetta & Old Milton County Historical Society. The Log Cabin is currently home to Alpharetta's Research Library and Archives and is available for event rentals.

In addition to the stormwater management facilities, the project design should integrate pedestrian connectivity, compliant with ADA standards, to residents on Marjean Way and Milton Avenue and include ADA parking spaces. The project design should be consistent with an Alpharetta Park aesthetic, but the design budget does not need to include full build out of park facilities beyond those listed specifically in this RFP.

Services required to complete this project by the Consultant shall include:

1. Project Administration and Coordination

- a. A project kickoff meeting will be held with city staff including representatives from Public Works and Recreation, Parks, and Culture departments. The meeting will include a review of the scope and confirmation of the deliverables and schedule. The Consultant will present a list of data needs and have an opportunity to clarify intentions with staff at the outset.

2. Concept Drawing Meeting (30% Design)

- a. The Consultant shall prepare and present one or more concept drawings to the city staff at a concept review meeting. The concept drawing(s) shall include a preliminary construction cost estimate as well as a quantitative impact to the watershed (i.e., the water surface elevation reduction in the tributary to Foe Killer Creek and/or any benefit to the flood prone properties downstream). When identifying concepts, the Consultant shall consider environmental regulations, site constraints, and long-term maintenance needs for the proposed facilities. The city will select, modify, or approve the concept(s) presented at this meeting before detailed design begins.

- b. At the concept meeting, the city will provide the planned usage numbers for determining the final parking space needs and handicapped parking space needs.
3. Engineering Survey
  - a. The survey dated 6-20-17 shown as Appendix A will be provided to the successful Consultant. The consultant shall collect any required engineering survey data, including a topographic survey, that is necessary to successfully perform this project.
  - b. The survey shall include details on any utilities located within the project area that are pertinent to project design and construction.
4. Geotechnical Report
  - a. Perform a geotechnical analysis to support the design and construction of the proposed stormwater management facility.
5. Design
  - a. Prepare construction plans and associated documents for the stormwater management facility including but not limited to details related to all stormwater management features, grading plans, erosion and sediment control plans, landscaping plans, and phasing plans.
  - b. Construction plans will be presented to the city staff during a project review meeting at both the 60% and 90% complete stages for review and inputs.
  - c. Parking, walking trails, and pedestrian connectivity will be incorporated into the construction plans and will be fully ADA compliant.
  - d. Landscape and amenities will be shown on the construction plans and consistent with the park setting.
  - e. Calculate the water surface elevation reduction and any impacts to the number of flood prone structures downstream associated with the final design.
  - f. Engineers Opinion of Probable Cost will be prepared and submitted with the 60%, 90%, and final construction plans.
6. Permitting
  - a. Secure all relevant city permits for successful construction of the final construction plans including but not limited to a land disturbance permit and the development of a compliant hydrology report, if applicable.
  - b. Secure all regional, state, and federal permits required for successful construction of the final construction plans including but not limited to Georgia Stream Buffer Variance, Georgia 401 Water Quality Certification, Army Corps of Engineers 404 permit, and Federal Emergency Management Agency actions (i.e., LOMR/CLOMR).
7. Cost Estimate and O&M Plan
  - a. Prepare an Engineers Opinion of Probable Cost for the final construction plans.

- b. Develop an operations and maintenance plan for the stormwater feature(s) included in the final construction plans. This plan may be the same as submitted in the Hydrology Report.
8. Potential On-Call Services – Hourly rates shall be provided for staff to provide these additional services if it is thought to be in the best interest of the city.
  - a. Public Outreach
  - b. Bidding Support Services
  - c. Construction Support Services
9. Other services or alternatives to enhance the project may be shared as add alternatives with a separate line-item budget. These must be included within the page limit but should not be included in the project budget.

## **FOLLOW THIS OUTLINE**

### **How We Want You to Construct Your Proposal**

#### **1. Using Bonfire to Submit Proposal**

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.

- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

## 2. Required Proposal Document Formats

- ❖ Each proposal must follow these document formats.
  - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
  - Format your documents using this outline:
    - ☐ 8.5" x 11"
    - ☐ single space lines,
    - ☐ 12-point font size minimum,
    - ☐ black font color (excludes photos, charts, section separators or headings), and
    - ☐ upload proposal in PDF format.

## 3. Technical Proposal Submittal Instructions

*Evaluation Points available: 70 Points*

Total allowed page count is not to exceed twelve (12) pages.

Your RFP response must be submitted in accordance with the instructions provided and must be in the order presented below.

- A. Company Information
- B. Work Plan
- C. Organizational Chart
- D. Project Schedule and Deadlines
- E. Firm / Staff Qualifications
- F. References

Categorize proposal sections using the same headings (in **BLUE**) and numbered and lettered exactly as outlined below. Each response must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City ease in proposal review and to ensure compliance with the page limitations. Response Document will include Section A – Section D as follows:

- A. **Company Information** *No review points but is required.*
  - This document must be no more than two (2) pages,
  - Each section below will make up the Company Information document. This document must be in the following order:



- A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.
- B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
- C. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
  - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
  - mailing address,
  - telephone number, cell phone number, and
  - e-mail address.
- B. **Work Plan**

A statement of your understanding of the project and a detailed description or your approach to implement all the tasks listed under Section II, "Scope of Services".
- C. **Organizational Chart**

A chart identifying the key personnel assigned to the project. Identify the name of the project manager and the individual authorized to negotiate the contract on behalf of the consulting firm. Clearly identify all subcontractors included on the project team. Include the workload of the project manager and key team members, as well as their availability to complete the tasks.
- D. **Project Schedule and Deadlines**

A comprehensive schedule for completion of the tasks. Indicate the time frame or period for each task and a total time for completion.
- E. **Firm/ Staff Qualifications, References**

Identify a minimum of three (3) similar stormwater project designs in size and cost that were completed within the past five (5) years that have involved key personnel noted in the Organizational Chart for this proposal and note roles and responsibilities each had for these projects.

#### 4. Cost Proposal

*Evaluation Points available: 27 Points*

**Do not include Cost proposal with other Proposal documents.** Submit only as a separate document.

- A. The Cost Proposal shall be organized within a task-by-task schedule that includes the following details:
  - i. Time estimates for principals, staff, sub-consultants, etc. with hourly billing rates.

- ii. Cost for materials and incidental services including travel expenses, copying, printing, and plotting. Any proposed percentage markup for reimbursable expenses.
  - iii. Total cost per tasks.
  - iv. The cost proposal grand total shall be an amount “Not-to-Exceed.”
- B. Hourly Rate Schedule: A statement of hourly rates for all proposed staff classifications / key personnel, including hourly rates for sub-consultants. This should include any staff to support bidding services or construction services, if requested.

## 5. Optional Form

**Local Vendor Preference** application is not a required document. *Evaluation Points available: 3 Points*

→ Submit only if your firm is a registered and holds a current City of Alpharetta Business License.

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information. Documents, and copy of current business license.

## 6. Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your scoring if you return the forms separately.
- Below are the required forms for all proposals:
  - a) **IRS Form W-9**
  - b) **Bidder's Disclosures and Certifications**
  - c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ **E-Verify side note:** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
- ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
  - ⊗ No A,B,Cs.
  - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
  - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

## 7. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Addenda Acknowledgement, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Insurance Requirement Acknowledgement, Response Type: Yes, No entry.

## CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-109

RFP Title: Design Services: Log Cabin Stormwater Mitigation

## INFORMATION AND CONTRACT TERMS & CONDITIONS

### RFP Information

#### 1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the conditions and requirements of any proposed Work within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

#### 2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or proposals, to reject any bid or proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or proposal that shows that a Offeror cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

#### 3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including

copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Proposals:

The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal by the Offeror;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

## General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

### 1. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

### 2. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English ability.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information on Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance  
City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Tel: 678-297-6014



### 3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the 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.

### 4. General 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 RFP. 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 Umbrella Liability:**  
Combined Single Limit Bodily Injury  
and / or Property Damage \$1,000,000 each occurrence  
\$1,000,000 aggregate
- **Errors & Omissions Professional Liability Insurance:**  
Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Contractor to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying

coverage for prior acts, which include Contractor's performance of the professional services under this Contract, Contractor shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

## **5. Invoicing, Payment Processing, ePayables**

Replying to this RFP confirms Offeror's agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

## **6. Term.**

The term of the Contract starts upon contract execution by both parties and will end upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

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.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission 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.

## **7. Additional Contract Provisions and Terms**

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Consultant under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

## **8. Performance Prior to Contract Execution**

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant's risk and will not be



entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

## 9. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

## 10. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Consultant must supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

## 11. Compliance with Illegal Immigration Reform and Enforcement Act

### E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the physical performance of services unless the Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants submitting a Proposal for the physical performance of service must include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

- 1) Per O.C.G.A. § 13-10-91, the Consultant represents, warrants, acknowledges, and/or agrees that:
  - a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- 2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions about E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

**Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:**

- 1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- 3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
- 4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
- 6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

## **12. Compliance with Laws**

The Consultant will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

## **13. Termination**

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the

Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

#### **14. Ownership of Work Product**

In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

### **Appendix A: 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:

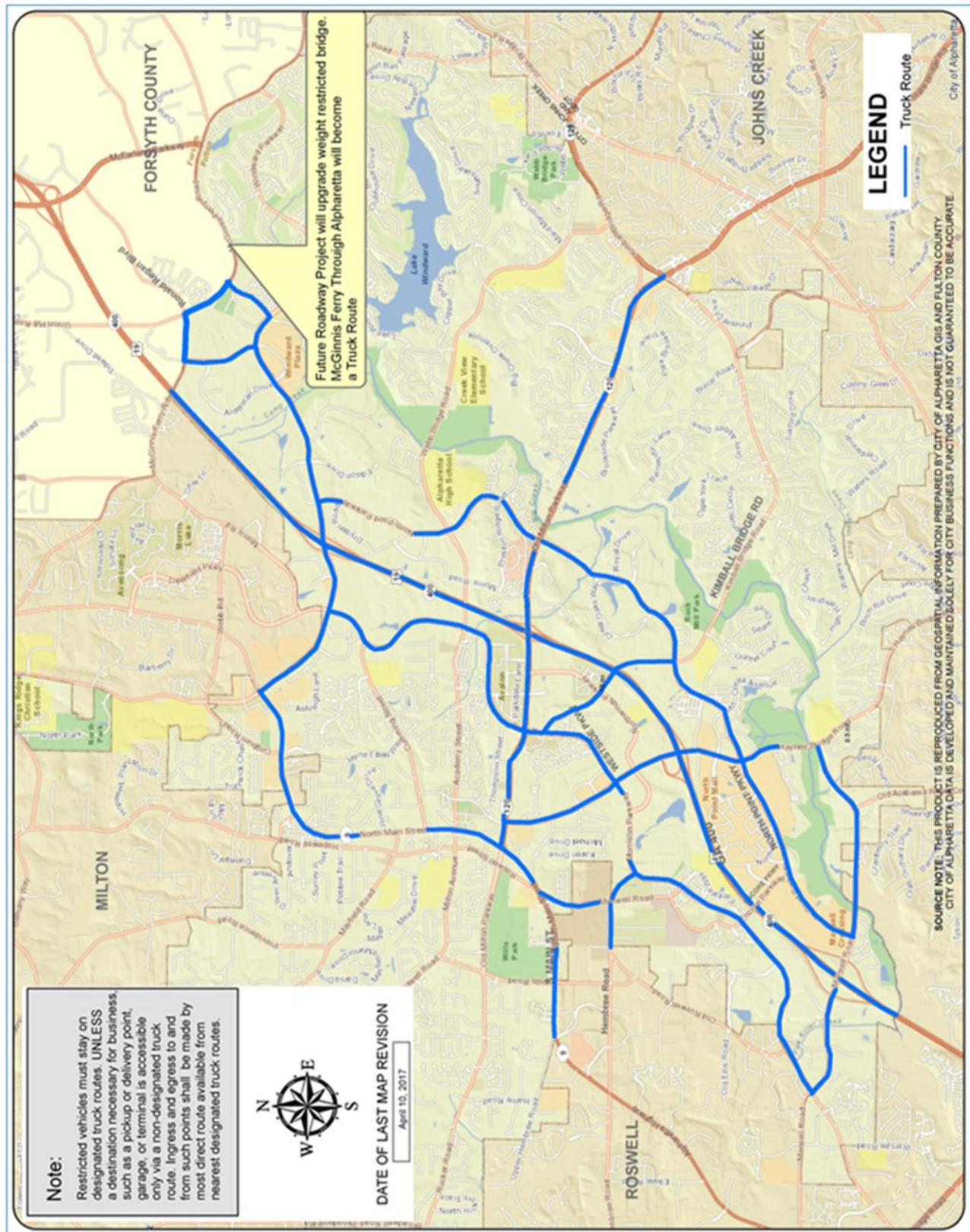
<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

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**

These forms are to be used only by the successful consultant. Do not return these forms with RFP proposal response.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

## Subcontractor E-verify Affidavit



### **AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires



**Sub-subcontractor E-verify Affidavit**



**AFFIDAVIT VERIFYING SUB-  
SUBCONTRACTOR PARTICIPATION IN  
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

## CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-109

RFP Title: Design Services: Log Cabin Stormwater Mitigation

RFP Addendum Posting Date: March 22, 2023

### **ADDENDUM # 1**

#### **TO ALL OFFERORS:**

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents. This addendum also provides responses to questions received.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.

#### **BEGIN ADDENDUM**

- Question 1. Will the Engineering Inspections services (Geotechnical, Materials Testing, etc.) be procured through the City of Alpharetta?
- a. No, all third-party testing required should be priced and procured by the awarded contractor.
- Question 2. For the technical proposal you state "Total allowed page count is not to exceed ten (12) pages". Can you clarify if the page limit is 10 or 12 pages?
- a. Total proposal page limit is 12 pages.
- Question 3. Can a cover page and table of contents be exempt from the page limit?
- a. Exempt the cover page and table of contents from the page count.
- Question 4. Do you want full resumes/CVs to be included and if so, can this be exempt from the page limit?
- a. Resume information should be pertinent only to experience and work history similar to this project.
- Question 5. Section "A. Company Information" has a page limit of 2 pages. Should there be limits for other sections?
- a. Total proposal page limit is 12 pages. Ignore individual section page limits.
- Question 6. Can you provide additional scope information or expected minimum requirements related to the geotechnical analysis and report? It is expected that hand augering and field testing for infiltration rates, exploration for groundwater



levels within the upper six feet below ground surface, soil classification, etc. is sufficient, or is deeper exploration and laboratory analysis expected?

- a. Each contractor should outline and price the testing that is necessary to successfully design the project, with the requirements outlined in the City of Alpharetta's Unified Development Code, Ordinances, and the Georgia Stormwater Management Manual serving as the minimum requirements.

Question 7. Does the City have a construction and design budget for the project.

- a. We do not at this time have a construction and design budget.

Question 8. What is the source of funding?

- a. The project will be funded from our City Stormwater capital fund.

Question 9. Will the City allow for a smaller font size for text in charts, tables, and graphics?

- a. Text size relates only to your technical proposal.

Question 10. Can the City provide a higher resolution version of Exhibit A: Log Cabin Park? The version in the RFP has low resolution and is not legible.

- a. The survey has been posted as a separate document.

Question 11. Is this a call for only design services? Will there be another rfp released or installation/implementation of the project?

- a. this RFP is for design only. The intent would be to proceed with construction/installation after design, but nothing definite is available concerning that work at this time.

**END ADDENDUM**



| LEGEND: ABBREVIATIONS AND SYMBOLS |                                    |  |
|-----------------------------------|------------------------------------|--|
| A.K.A.                            | - ALSO KNOWN AS                    |  |
| ARC                               | - LENGTH OF CURVE                  |  |
| B.C.                              | - BACK OF CURB                     |  |
| B.F.E.                            | - BASEMENT FLOOR ELEVATION         |  |
| B.L.                              | - BUILDING LINE                    |  |
| B.L.W.                            | - BUILDING LINE WIDTH              |  |
| BM                                | - BENCHMARK                        |  |
| BW                                | - BOTTOM OF WALL (GROUND)          |  |
| C&G                               | - CURB AND GUTTER                  |  |
| C#                                | - CURVE NUMBER                     |  |
| CL                                | - CENTERLINE                       |  |
| CB                                | - CATCH BASIN                      |  |
| C.B.L.                            | - CORNER BUILDING LINE             |  |
| CH                                | - CHORD OF CURVE                   |  |
| C.M.F.                            | - CONCRETE MONUMENT FOUND          |  |
| C.M.P.                            | - CORRUGATED METAL PIPE            |  |
| CO                                | - CLEAN OUT                        |  |
| C.P.P.                            | - CORRUGATED PLASTIC PIPE          |  |
| CRZ                               | - CRITICAL ROOT ZONE               |  |
| C/T                               | - CRIMP TOP PIPE                   |  |
| D.B.                              | - DEED BOOK                        |  |
| D.E.                              | - DRAINAGE EASEMENT                |  |
| DI                                | - DROP INLET (STORM)               |  |
| D.I.P.                            | - DUCTILE IRON PIPE                |  |
| DWCB                              | - DOUBLE WING CATCH BASIN          |  |
| EP                                | - EDGE OF PAVEMENT                 |  |
| FES                               | - FLARED END SECTION (STORM)       |  |
| F.F.E.                            | - FIRST FLOOR ELEVATION            |  |
| F.H.                              | - FIRE HYDRANT                     |  |
| F.I.R.M.                          | - FLOOD INSURANCE RATE MAP         |  |
| F.I.S.                            | - FLOOD INSURANCE STUDY            |  |
| FW                                | - HEADWALL                         |  |
| GI                                | - GRATE INLET (STORM)              |  |
| GM                                | - GAS METER                        |  |
| GV                                | - GAS VALVE                        |  |
| G.D.P.E.                          | - HIGH DENSITY POLYETHYLENE PIPE   |  |
| H.P.                              | - HIGH POINT                       |  |
| I.E.                              | - INVERT ELEVATION                 |  |
| I.P.F.                            | - IRON PIN FOUND                   |  |
| I.P.S.                            | - IRON PIN SET (2" R/B)            |  |
| JB                                | - JUNCTION BOX (STORM)             |  |
| L                                 | - LENGTH OF CURVE                  |  |
| L#                                | - LINE NUMBER                      |  |
| L.F.E.                            | - LOWEST FLOOR ELEVATION           |  |
| L.L.L.                            | - LAND LOT LINE                    |  |
| LP                                | - LIGHT POLE                       |  |
| M.F.E.                            | - MINIMUM FLOOR ELEVATION          |  |
| MH                                | - MANHOLE (SANITARY)               |  |
| M.N.F.                            | - MAG NAIL FOUND                   |  |
| M.N.S.                            | - MAG NAIL SET                     |  |
| M.S.L.                            | - MEAN SEA LEVEL                   |  |
| N.F.                              | - NOW OR FORMERLY                  |  |
| N.A.D.                            | - NORTH AMERICAN DATUM             |  |
| NGVD                              | - NATIONAL GEODETIC VERTICAL DATUM |  |
| O/T                               | - OPEN TOP PIPE                    |  |
| O.C.S.                            | - OUTLET CONTROL STRUCTURE (STORM) |  |
| PAVT                              | - PAVEMENT                         |  |
| PB                                | - PLAT BOOK                        |  |
| P.B.                              | - POINT OF BEGINNING               |  |
| P.O.C.                            | - POINT OF COMMENCEMENT            |  |
| P.V.C.                            | - POLYVINYL CHLORIDE PIPE          |  |
| P.L.                              | - PROPERTY LINE                    |  |
| R                                 | - RADIUS OF CURVE                  |  |
| R.M.                              | - REFERENCE MARK (F.I.R.M.)        |  |
| R.F.                              | - ROCK FOUND                       |  |
| R.B.L.                            | - REAR BUILDING LINE               |  |
| R.C.P.                            | - REINFORCED CONCRETE PIPE         |  |
| R/B                               | - REINFORCING BAR                  |  |
| RW                                | - RETAINING WALL                   |  |
| RW                                | - RIGHT OF WAY                     |  |
| S.B.L.                            | - SIDE BUILDING LINE               |  |
| S.F.                              | - SQUARE FEET                      |  |
| SS                                | - SANITARY SEWER                   |  |
| S.S.E.                            | - SANITARY SEWER EASEMENT          |  |
| SSE                               | - SAFETY SLOPE END SECTION (STORM) |  |
| SWCB                              | - SINGLE WING CATCH BASIN          |  |
| T.B.M.                            | - TEMPORARY BENCH MARK             |  |
| TB                                | - TELECOMMUNICATIONS BOX           |  |
| TC                                | - TOP OF CURB                      |  |
| TMH                               | - TELECOMMUNICATIONS MANHOLE       |  |
| UP                                | - UTILITY POLE                     |  |
| V.C.P.                            | - VITRIFIED CLAY PIPE              |  |
| WM                                | - WATER METER                      |  |
| WV                                | - WATER VALVE                      |  |
| YI                                | - YARD INLET (PEDESTAL TYPE)       |  |
| ---                               | - STREAM                           |  |
| ---                               | - EXISTING STORM WATER FLOW        |  |
| ---                               | - FLOOD LIMITS                     |  |
| ---                               | - GAS LINE                         |  |
| ---                               | - POWER LINE                       |  |
| ---                               | - PROPOSED STORM WATER FLOW        |  |
| ---                               | - SILT FENCE                       |  |
| ---                               | - TREE FENCE                       |  |
| ---                               | - TELECOMMUNICATIONS LINE          |  |
| ---                               | - WATER LINE                       |  |
| ---                               | - WIRE FARM FENCE LINE             |  |
| ---                               | - WOOD FENCE LINE                  |  |
| ---                               | - CHAIN LINK FENCE LINE            |  |

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 30,717 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 119,244 FEET.

EQUIPMENT USED FOR MEASUREMENTS:  
LEICA TS02PLUS - TOTAL STATION

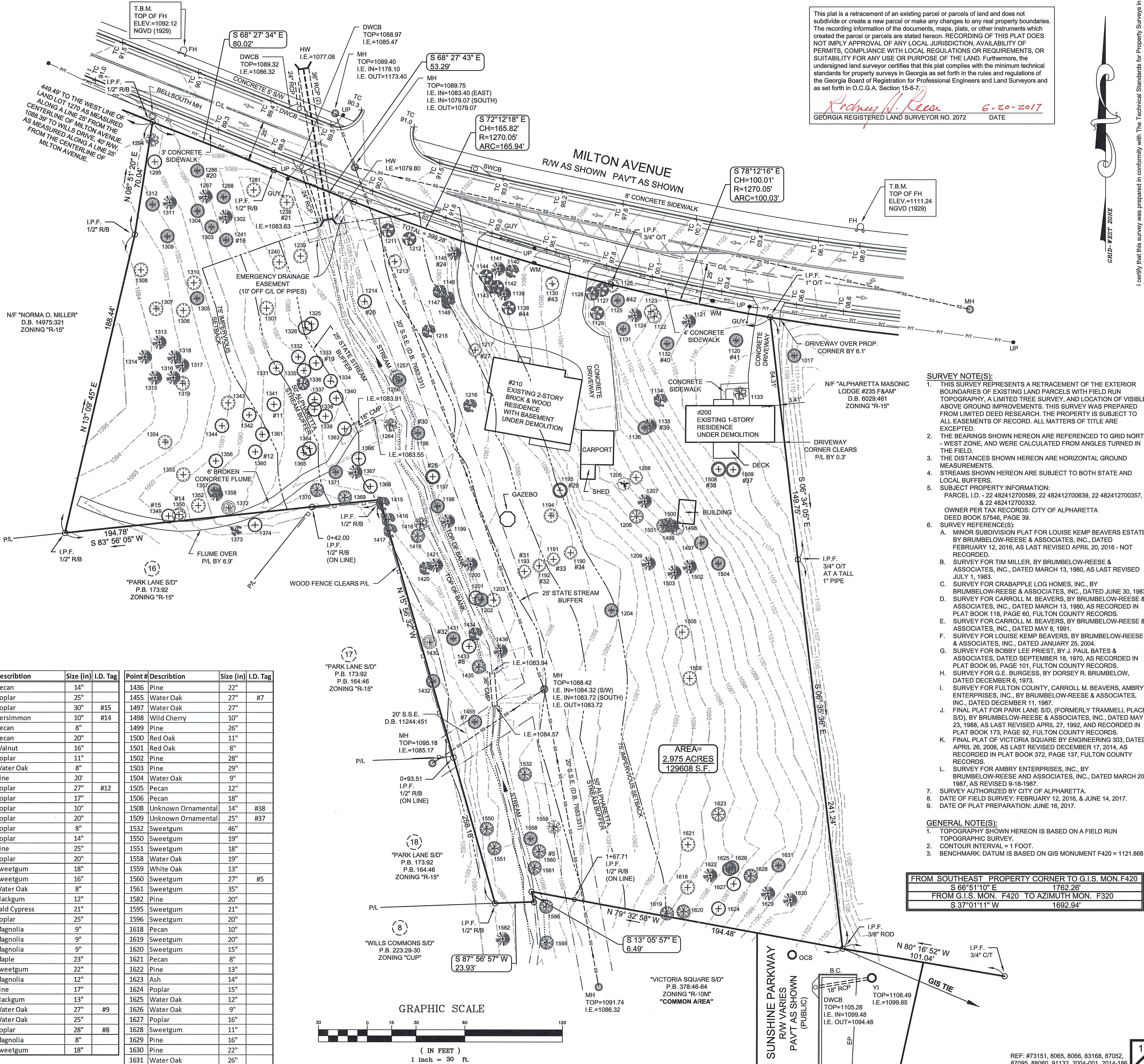
THIS (PROPERTY) (IS NOT) LOCATED WITHIN THE 100-YEAR FLOOD AREA PER OFFICIAL FLOOD INSURANCE RATE MAPS. PANEL NO. 13121C0058 F AS DATED/REVISED: SEPTEMBER 18, 2013

NO NATIONAL GEODETIC SURVEY MONUMENT WAS FOUND WITHIN 500' OF THIS PROPERTY.

| EXISTING TREES |                    |           |          |
|----------------|--------------------|-----------|----------|
| Point #        | Description        | Size (in) | I.D. Tag |
| 1017           | Water Oak          | 17"       |          |
| 1120           | Water Oak          | 27"       | #41      |
| 1121           | Pine               | 17"       |          |
| 1122           | Wild Cherry        | 7"        |          |
| 1123           | Wild Cherry        | 6"        |          |
| 1124           | Pine               | 24"       |          |
| 1125           | Water Oak          | 30"       | #42      |
| 1126           | Holly              | 6"        |          |
| 1127           | Dogwood            | 7"        |          |
| 1128           | Dogwood            | 6"        |          |
| 1129           | Dogwood            | 7"        |          |
| 1130           | Cherry             | 18"       | #43      |
| 1131           | Water Oak          | 25"       |          |
| 1132           | Water Oak          | 34"       | #40      |
| 1133           | Maple              | 7"        |          |
| 1134           | Magnolia           | 16"       |          |
| 1135           | Pine               | 31"       | #39      |
| 1136           | Water Oak          | 21"       |          |
| 1138           | Dogwood            | 9"        |          |
| 1139           | Pine               | 33"       | #44      |
| 1140           | Magnolia           | 24"       |          |
| 1141           | Pine               | 30"       |          |
| 1142           | Dogwood            | 4"        |          |
| 1143           | Dogwood            | 4"        |          |
| 1144           | Dogwood            | 5"        |          |
| 1145           | Pine               | 36"       | #24      |
| 1146           | Magnolia           | 19"       |          |
| 1147           | Magnolia           | 7"        |          |
| 1148           | Magnolia           | 8"        |          |
| 1190           | Holly              | 13"       | #34      |
| 1191           | Holly              | 15"       | #33      |
| 1192           | Holly              | 10"       | #32      |
| 1193           | Holly              | 11"       | #31      |
| 1194           | Walnut             | 21"       |          |
| 1195           | Unknown Ornamental | 10        | #29      |
| 1196           | Water Oak          | 34"       | #30      |
| 1197           | Unknown Ornamental | 9"        | #28      |
| 1198           | Water Oak          | 11"       |          |
| 1199           | Pine               | 18"       |          |
| 1200           | Pine               | 16"       |          |
| 1201           | Poplar             | 13"       |          |
| 1202           | Water Oak          | 12"       |          |
| 1203           | Pecan              | 11"       |          |
| 1204           | Water Oak          | 11"       |          |
| 1205           | Crabapple          | 8"        |          |
| 1206           | Ash                | 14"       |          |
| 1207           | Pine               | 30"       |          |
| 1208           | Holly              | 10"       |          |
| 1209           | Pine               | 20"       |          |
| 1211           | Dogwood            | 8"        |          |
| 1212           | Dogwood            | 8"        |          |
| 1213           | Cherry             | 13"       |          |
| 1214           | Poplar             | 44"       | #26      |
| 1215           | Magnolia           | 16"       |          |
| 1216           | Magnolia           | 13"       |          |
| 1217           | Holly              | 18"       | #27      |
| 1238           | Pecan              | 33"       | #21      |
| 1239           | Pecan              | 11"       |          |
| 1240           | Pecan              | 14"       |          |
| 1241           | Water Oak          | 38"       | #18      |
| 1256           | Water Oak          | 8"        |          |
| 1257           | Wild Cherry        | 12"       |          |
| 1264           | Maple              | 12"       |          |
| 1281           | Pecan              | 15"       |          |
| 1286           | Water Oak          | 37"       | #20      |
| 1287           | Pine               | 18"       |          |
| 1288           | Water Oak          | 15"       |          |
| 1294           | Maple              | 14"       |          |
| 1295           | Poplar             | 18"       |          |
| 1301           | Pecan              | 9"        |          |
| 1302           | Pine               | 13"       |          |
| 1303           | Water Oak          | 14"       |          |
| 1304           | Water Oak          | 15"       |          |
| 1305           | Water Oak          | 21"       |          |
| 1306           | Pecan              | 12"       |          |
| 1307           | Walnut             | 10"       |          |
| 1308           | Pecan              | 10"       |          |
| 1309           | Water Oak          | 22"       |          |
| 1310           | Pecan              | 10"       |          |
| 1311           | Pine               | 15"       |          |
| 1312           | Water Oak          | 18"       |          |
| 1313           | Pine               | 10"       |          |
| 1314           | Pine               | 10"       |          |
| 1315           | Pine               | 13"       |          |
| 1316           | Pine               | 11"       |          |
| 1317           | Pine               | 11"       |          |
| 1318           | Pine               | 13"       |          |
| 1319           | Walnut             | 10"       |          |
| 1325           | Poplar             | 17"       |          |
| 1326           | Poplar             | 20"       |          |
| 1331           | Poplar             | 22"       |          |
| 1332           | Poplar             | 20"       |          |
| 1333           | Poplar             | 25"       | #19      |
| 1334           | Poplar             | 20"       |          |
| 1335           | Poplar             | 21"       |          |
| 1336           | Ironwood           | 10"       |          |
| 1337           | Poplar             | 21"       |          |
| 1338           | Poplar             | 17"       |          |
| 1339           | Poplar             | 17"       |          |
| 1340           | Poplar             | 14"       |          |
| 1341           | Poplar             | 24"       | #11      |
| 1342           | Poplar             | 14"       |          |

| Point # | Description  | Size (in) | I.D. Tag |
|---------|--------------|-----------|----------|
| 1343    | Pecan        | 14"       |          |
| 1344    | Poplar       | 25"       |          |
| 1349    | Poplar       | 30"       | #15      |
| 1350    | Persimmon    | 10"       | #14      |
| 1352    | Pecan        | 8"        |          |
| 1353    | Pecan        | 20"       |          |
| 1354    | Walnut       | 16"       |          |
| 1356    | Poplar       | 11"       |          |
| 1357    | Water Oak    | 8"        |          |
| 1358    | Pine         | 20"       |          |
| 1360    | Poplar       | 27"       | #12      |
| 1361    | Poplar       | 17"       |          |
| 1363    | Poplar       | 10"       |          |
| 1364    | Poplar       | 20"       |          |
| 1365    | Poplar       | 8"        |          |
| 1366    | Poplar       | 14"       |          |
| 1367    | Pine         | 25"       |          |
| 1368    | Poplar       | 20"       |          |
| 1369    | Sweetgum     | 18"       |          |
| 1370    | Sweetgum     | 16"       |          |
| 1371    | Water Oak    | 8"        |          |
| 1372    | Blackgum     | 12"       |          |
| 1373    | Bald Cypress | 21"       |          |
| 1374    | Poplar       | 25"       |          |
| 1415    | Magnolia     | 9"        |          |
| 1416    | Magnolia     | 9"        |          |
| 1417    | Magnolia     | 9"        |          |
| 1418    | Maple        | 23"       |          |
| 1419    | Sweetgum     | 22"       |          |
| 1420    | Magnolia     | 12"       |          |
| 1421    | Pine         | 17"       |          |
| 1430    | Blackgum     | 13"       |          |
| 1431    | Water Oak    | 27"       | #9       |
| 1432    | Water Oak    | 25"       |          |
| 1433    | Poplar       | 28"       | #8       |
| 1434    | Magnolia     | 8"        |          |
| 1435    | Sweetgum     | 18"       |          |

| Point # | Description        | Size (in) | I.D. Tag |
|---------|--------------------|-----------|----------|
| 1436    | Pine               | 22"       |          |
| 1455    | Water Oak          | 27"       | #7       |
| 1497    | Water Oak          | 27"       |          |
| 1498    | Wild Cherry        | 10"       |          |
| 1499    | Pine               | 26"       |          |
| 1500    | Red Oak            | 11"       |          |
| 1501    | Red Oak            | 8"        |          |
| 1502    | Pine               | 28"       |          |
| 1503    | Pine               | 29"       |          |
| 1504    | Water Oak          | 9"        |          |
| 1505    | Pecan              | 12"       |          |
| 1506    | Pecan              | 18"       |          |
| 1508    | Unknown Ornamental | 14"       | #38      |
| 1509    | Unknown Ornamental | 25"       | #37      |
| 1532    | Sweetgum           | 46"       |          |
| 1550    | Sweetgum           | 19"       |          |
| 1551    | Sweetgum           | 18"       |          |
| 1558    | Water Oak          | 19"       |          |
| 1559    | White Oak          | 13"       |          |
| 1560    | Sweetgum           | 27"       | #5       |
| 1561    | Sweetgum           | 35"       |          |
| 1582    | Pine               | 20"       |          |
| 1595    | Sweetgum           | 21"       |          |
| 1596    | Sweetgum           | 20"       |          |
| 1618    | Pecan              | 10"       |          |
| 1619    | Sweetgum           | 20"       |          |
| 1620    | Sweetgum           | 15"       |          |
| 1621    | Pecan              | 8"        |          |
| 1622    | Pine               | 13"       |          |
| 1623    | Ash                | 14"       |          |
| 1624    | Poplar             | 15"       |          |
| 1625    | Water Oak          | 12"       |          |
| 1626    | Water Oak          | 9"        |          |
| 1627    | Poplar             | 16"       |          |
| 1628    | Sweetgum           | 11"       |          |
| 1629    | Pine               | 16"       |          |
| 1630    | Pine               | 22"       |          |
| 1631    | Water Oak          | 26"       |          |



BRUMBLOW-REESE AND ASSOC., INC.  
LAND SURVEYING SERVICES, LAND PLANNERS,  
DEVELOPMENT CONSULTANTS  
(GEORGIA LICENSE LS#000285)

13685 HIGHWAY 9 N  
MILTON, GEORGIA 30004-3616  
PHONE: 770-475-6817  
FAX: 770-569-4948  
EMAIL: BRASSINC@COMCAST.NET

Georgia Registered Land Surveyor No. 2072  
Rodney H. Reese

Georgia R.L.S. # 2072  
MEMBER OF S.A.M.S.O.G.

REVISIONS:  
6-20-2017, MISCELLANEOUS CORRECTIONS.

LOCATED IN:  
LAND LOT(S): 1270  
DISTRICT: 2, SECTION: 2  
CITY OF: ALPHARETTA  
COUNTY OF: FULTON  
STATE OF: GEORGIA

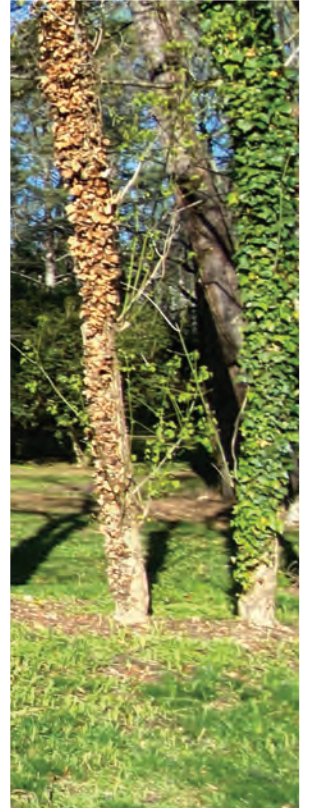
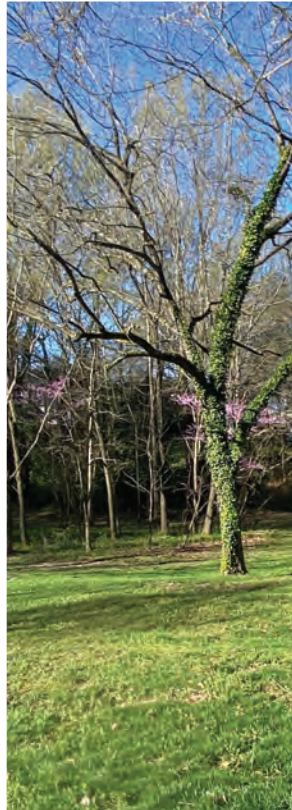
SURVEY FOR:  
CITY OF ALPHARETTA

FIELD BY: SDR, KLB, AET  
DRAWN BY: MK  
CHECKED BY: RHR  
DRAWING: ALPHA-MA  
JOB #: 2017-087

DATE: JUNE 16, 2017



# Technical Proposal



## Design Services: Log Cabin Stormwater Mitigation (RFP# 23-109)

Alpharetta, GA

March 30, 2023



March 30, 2023

## A. COMPANY INFORMATION

### A. Cover Letter

City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Attn: Debora Westbrook, Procurement Agent  
*Submitted electronically through Bonfire Hub*

RE: City of Alpharetta - Design Services: Log Cabin Stormwater Mitigation | RFP 23-109

Dear Ms. Westbrook and Members of the Selection Committee:

RK&K is proud to present this proposal to assist the City of Alpharetta with their Log Cabin Stormwater Mitigation design. RK&K brings unique technical assistance to our clients throughout the Southeast and Mid-Atlantic regions on similar projects to help reduce downstream flooding, provide innovative stormwater management solutions, and incorporate accessibility and public amenities. We are eager to bring this experience to the City of Alpharetta.

**A. Brief Business Profile:** RK&K is currently managed by five partners in a limited liability partnership. Working closely with these partners are directors, senior managers, and key leaders who manage and coordinate projects and staff, serve as liaisons with clients and subconsultants, and enhance projects with their vital technical expertise. Over the last 100 years, the RK&K team has provided multi-discipline planning, engineering, environmental, and construction phase services to both public and private sector clients. Headquartered in Baltimore, MD, we offer Responsive People and Creative Solutions for a variety of projects from our 30+ offices including a local office in Sandy Springs, GA. Our more than 1,450 team members collaborate with clients and stakeholders to achieve project goals, while also ensuring a commitment to quality.

RK&K's executive management, including partners, executive directors, and directors, are fully engaged in project development and mentoring future leaders. RK&K has a horizontal organization structure—project teams are generally organized to be flat. This serves a dual purpose: first, it keeps project managers engaged and focused on the details of each project. Secondly, it helps to keep costs under control by preventing multilayer organizational hierarchies. Experience has taught us that coordinating and regularly interfacing with all team members enables the project team to remain focused on common goals.

Prior to the release of this RFP, the RK&K team proactively spoke to City staff members to understand the City's goals and objectives. We are confident in our team's ability to deliver a successful project to meet the City's goals of cost-effectively improving water quality, meeting regulatory requirements, and contributing to the sustainability of the City. We listened to your needs and have provided a comprehensive response to the requirements.

Our team brings the following strengths and benefits to the City:



**Diverse Range of Local Experts:** *We bring you the best of our creative and technical minds through our Water Resources Team:* A driven leadership and technical expert team of Director Lucia Noya, PE (29 years) and Project Manager Sean McCarthy, PE (18 years), who have focused their careers on deliver innovative stormwater solutions for local municipalities and counties, have worked extensively in the metro Atlanta area, and will ensure our solution address the city's unique stormwater and flooding challenges. They are particularly adept at green and sustainable projects, including LID design. In addition, our team members are leaders in their field, having developed GI programs and stream protocols which help move the needle of the industry forward. For instance, Rebecca Oaks, PE is at the forefront of stream design and understanding the benefits of restoration on downstream water bodies. With the initiation of every project, we select the appropriate team, innovative tools, and proven process to guide the project through a collaborative, community-driven path to deliver action-oriented plans, well-organized data, and documents ready for implementation. Our team is prepared to accompany you on your journey from vision to ribbon cutting.



**History of Successful Public Engagement:** The RK&K team has successfully prepared materials for, participated in, and directed public involvement programs for many of the region's most compelling stream restoration and stormwater projects. Our flexible outreach approach focuses on two-way communication and proactive notification, from feasibility studies through construction.

 **Culture of Innovative and Sustainable Design:** RK&K is at the forefront of using cost-effective and innovative technologies, such as 2D and 3D modeling, to design better stream restoration and watershed improvement projects. We also keep the big picture in mind. We understand that our ultimate project goals are to improve the environment and the communities we serve, so we look for ways to reuse material and provide added co-benefits and public amenities to our projects.

**B. Business Information:** Please find the requested information regarding our business information below:

| FAST FACTS             |                                                                    |
|------------------------|--------------------------------------------------------------------|
| Firm Name              | Rummel, Klepper & Kahl, LLP (RK&K)                                 |
| Office Overseeing Work | 5901 Peachtree Dunwoody Road, Suite C-496, Sandy Springs, GA 30328 |
| Headquarters Address   | 700 East Pratt Street, Unit 500, Baltimore, MD 21202               |

**C. Contact:** Our team will be led by Mr. Sean McCarthy, PE, a skilled Project Manager with 18 years of technical experience providing MS4 and NPDES program support, stormwater management design and permitting. Sean brings unique expertise in the planning, design and operation and maintenance of stormwater projects for federal, state, and local clients. He has designed numerous SWM BMPs with a focus on green infrastructure and low impact development, including retrofit of existing facilities to meet MS4 permit requirements. He has extensive expertise in implementing alternative/ innovative technologies to meet water quality, runoff reduction, and nutrient loading requirements in rural, suburban, and urban settings. His experience includes pedestrian connectivity, ADA upgrades and compliance, and providing associated stormwater management for accessibility improvements.

Thank you for this opportunity to present our team, qualifications, and strategic approach to providing engineering services for the City of Alpharetta and its residents, businesses, and visitors. RK&K looks forward to building this relationship by bringing you success with this contract. If you require additional information or have any questions as you review our proposal, please contact Sean directly at 570.412.5008 or by email at [sdmccarthy@rkk.com](mailto:sdmccarthy@rkk.com).

Sincerely,  
RK&K



Nathan C. Atkinson, PE  
Partner-in-Charge  
[natkinson@rkk.com](mailto:natkinson@rkk.com) | 410.299.3224



**C. POINT OF CONTACT**

**Mr. Sean McCarthy, PE**

5901 Peachtree Dunwoody Road, Suite C-496,  
Sandy Springs, GA 30328

P: 470.299.9644 | C: 570.412.5008 | [sdmccarthy@rkk.com](mailto:sdmccarthy@rkk.com)





## B. WORK PLAN

### Understanding

The City of Alpharetta is looking to evaluate stormwater management alternatives within the Log Cabin Park property to assist in alleviating downstream nuisance flooding conditions in the Upper Foe Creek Watershed. The primary goal of these facilities is to increase overall stormwater capture, storage, and infiltration in the upper portion of the drainage basin. In addition, these facilities should provide aesthetics consistent with the current park setting as well as opportunities for community engagement and education. Moreover, this proposed Log Cabin Park stormwater retrofit will provide an opportunity to upgrade park amenities to accommodate additional accessibility to the site, from the terminus of Marjean Way, as well as from the existing Log Cabin Building along Milton Avenue. These improvements will look to include ADA accessible parking, walking paths, and additional amenities. Given the nature of the park setting, existing perennial stream, and location of the park within the Upper Foe Creek watershed, innovative GI/LID BMP alternatives may be well suited for the proposed improvements. These innovative BMP types may include underground detention, stormwater wetlands, submerged gravel wetlands, bioretention and/or pervious surfaces. Ultimately the overall objective of this project will be to provide alternatives for additional stormwater management facilities to alleviate downstream flooding concerns to the maximum extent practicable, with attention to aesthetic and community use considerations presented above. Once a preferred alternative is selected, design drawings will be developed for the selected alternative, consistent with local and state regulations/guidance, accompanied by an engineers estimate of probable costs; all relevant city, regional, state, and federal permits; and operations and maintenance plans for the proposed stormwater BMPs and appurtenances.

### Approach

#### *Project Administration/Coordination*

RK&K will schedule a project kickoff meeting with City stakeholders (Public Works, Parks and Recreation, Culture

departments) to review project scoping, schedule, and deliverables. During this kickoff, RK&K will identify data needs to conduct H&H analyses for the alternatives analysis as well as any available information to advance the design of the selected alternative.

#### *Hydrologic and Hydraulic Modeling and Site Reconnaissance*

The RK&K team will conduct field investigations to delineate the existing tributary and gather pertinent site information to supplement data provided during the Project Administration Phase. This information may include but is not limited to stream cross-sections, culvert data, information on neighboring stormwater facilities, etc. RK&K will utilize this information as well as existing topography and GIS data to perform hydrologic modeling of the Upper Foe Creek watershed and Hydraulic modeling of the existing tributary to determine how stormwater capture, storage, flow management and runoff reduction, within the park property, impacts existing downstream flooding conditions.

#### *Additional Survey / Geotechnical Testing*

The RK&K team will conduct additional surveys to identify any information not included in the 2017 survey as well as to document changes to the site. In addition, the RK&K team will conduct geotechnical investigations to identify groundwater elevations, bedrock separation, soil types and properties, as well as infiltration rates to assess BMP alternative constraints and performance. These site studies will be performed prior to developing the concept alternatives to identify potential infeasibilities related to BMP locations or types or conflicts to consider. It is assumed that ten borings will be installed to identify limiting layers and five infiltration tests will be performed, given the size of the park property, as well as soil characterization laboratory testing. A geotechnical investigation report (deliverable) will be provided upon the completion of the testing and pertinent information will be appended to subsequent design reports.

#### *Concept Design BMP Alternatives*

Based on the information provided by H&H analyses and site investigations, RK&K will identify potential Stormwater BMP alternatives that best address downstream nuisance

flooding concerns. RK&K will perform sizing calculations and determine quantity management potential of each proposed alternative, as well as pollutant removal capabilities of the proposed practices. In addition, RK&K will evaluate information gathered during site visits and desktop analyses to identify additional drainage improvements that may assist in alleviating downstream flooding concerns. During this phase RK&K will provide concept level site improvement designs to increase accessibility to the park from Marjean Way and Milton Avenue and identify considerations for these improvements relative to the identified stormwater BMP alternatives. RK&K will compile a Concept Alternative Analysis Report (deliverable) to assist the City in identifying a preferred alternative for design advancement. This report will provide evaluation criteria for each alternative including, but not limited to: access, cost, maintenance requirements, storage/runoff reduction provided, pollutant removal benefits, and public visibility/community benefits. A minimum of three (3) design alternatives presenting Stormwater BMPs, combination of Stormwater BMPs and/or other site/drainage improvements that will assist in alleviating downstream flooding.



#### *Stormwater and Site Improvement Semi-Final (60%) Design Documentation*

RK&K will advance the design of the preferred concept alternative to facilitate construction and permitting. This includes the advancement and submission of a semi-final review package including plans, reports, computations, H&H, and supplemental information. The team will include, and address comments received from the City, stakeholders, and/or state/local reviewing agencies. Contract documents will include MOT Plans as well as any existing and proposed easements, if required. All design plan submissions at this and subsequent stages will include landscape, amenities, pedestrian connectivity, and parking design. Reports will include an assessment of water surface elevation reduction (including impacts to the number of flood prone downstream structures).

#### *90% Design Plans/Approvals*

RK&K will address regulatory agency comments and prepare final designs to obtain permit approvals. The written report, plans, computations, cost estimates, specifications, and other information will be updated to include changes

based on review comments, and/or other required revisions. An O&M guidance document for all stormwater BMPs and appurtenances will be provided to the City for review and comment during this phase.

#### *100% Construction Ready Plans*

Final construction documents including specifications, quantities, and engineering estimates will be updated to address comments and/or other revisions and submitted for bid ready. O&M guidance documents will be updated to address input from the City and other stakeholders.

#### *Permitting*

In addition to local land disturbance/development permitting, it is presumed that this project will require NPDES Construction Stormwater Coverage, state and local stream buffer variances, as well as nationwide permit coverage. The RK&K team will work to obtain these over the course of the Semi-Final, Design Plan and 100% Plan phases. For the purposes of this proposal, it is assumed that the proposed improvements will be covered under NWP-43 permit and this permit will address and required 401 certification review. Any additional permitting requirements will be presented to the City, as identified. Scope increases presented by unforeseen permit requirements will be covered under potential on-call services. This may include alternate NWP coverage, if an in-line stormwater or stream construction alternative offers significantly higher reduction in downstream flooding concerns. Based on a review of City and FEMA floodplain mapping it is assumed that no FEMA actions will be required for this project.

#### *Potential On-Call Services*

Hourly rates have been provided if additional services are needed by the City over the course of the project. These may include but are not limited to:

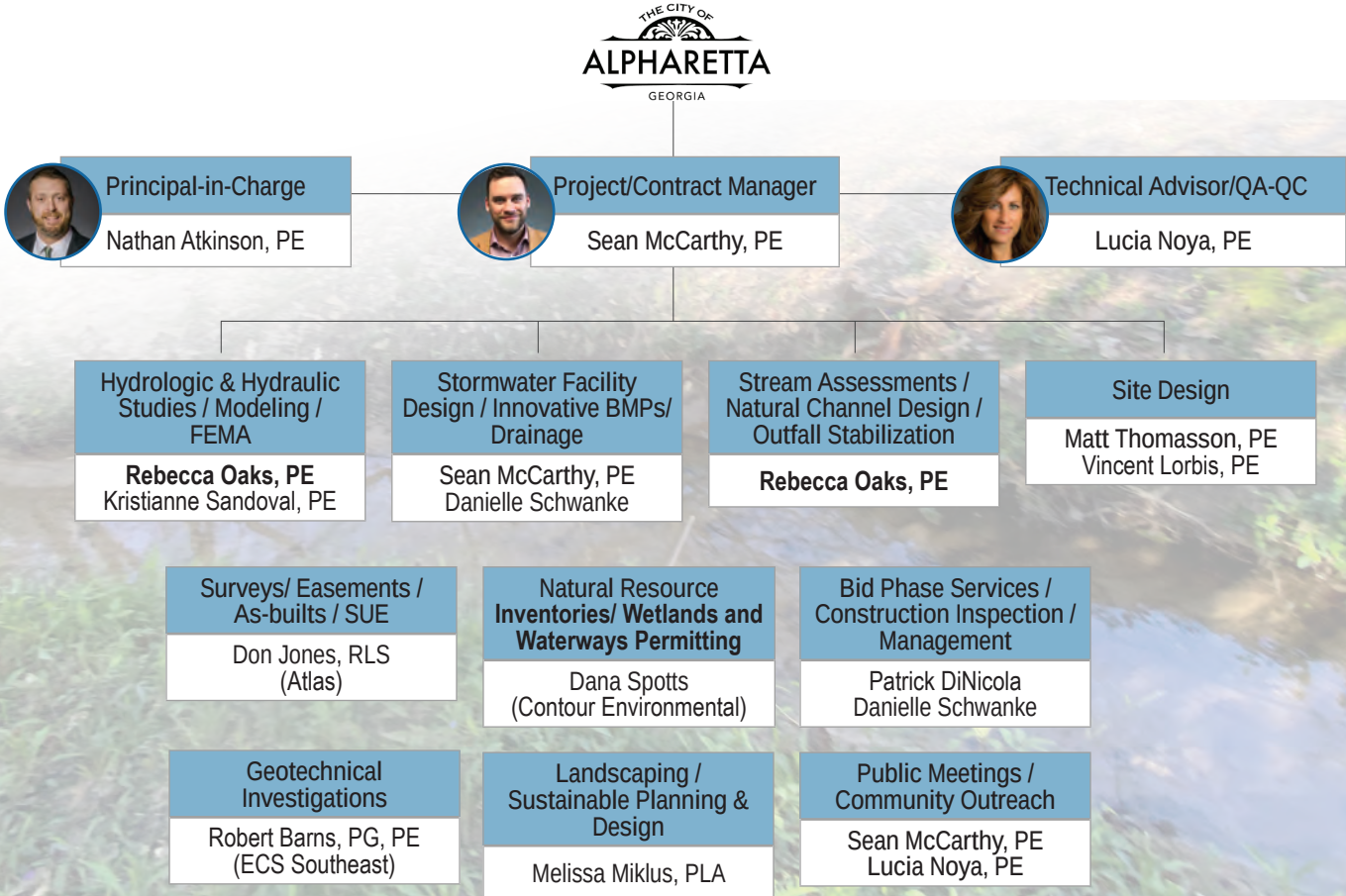
- Alternate NWP or Individual 404 Permits
- CLOMR/LOMR preparation
- Public Outreach
- Bid Support Services
- Construction Support Services.





## C. ORGANIZATIONAL CHART

Our assigned team routinely works together on program assessments and design projects and our experience has taught us that coordinating and regularly interfacing with all team members enables the entire project team to remain focused on common goals. With offices located throughout the Southeastern and Mid-Atlantic regions, RK&K's current work environment allows for efficient technology transfer and electronic communications, so professionals not housed in the same office can effectively work as a team. For this project, we have partnered with Contour Environmental, LLC, ECS Southeast, LLP, and ATLAS Technical Consultants, LLC.



### KEY RK&K PERSONNEL



**SEAN MCCARTHY, PE**  
Project Manager/ Stormwater Facility Design / Innovative BMPs/ Drainage/ Public Meetings / Community Outreach

Sean brings unique expertise in the planning, design, and operation and maintenance of stormwater projects for federal, state, and local clients. He has been involved with numerous NPDES/MS4 permit compliance and watershed restoration projects for TMDL mandates. He has also designed SWM BMP facilities/green infrastructure, including retrofit of existing facilities to meet MS4 permit requirements. He has extensive expertise implemented alternative/innovative technologies to meet environmental site design requirements and has developed standard drawings and specifications to assist municipalities in implementing innovative GI/LID Practices. He has excellent knowledge of the latest SWM/ESC regulations in Georgia. He has extensive expertise in applying state-of-the-art H/H-related programs and water quality modeling software. Sean is practiced in ADA Accessibility Guidelines and has designed upgrades to sidewalks and pedestrian ramps along state routes for compliance.

**Years of Experience:** 18

**Education:** BS, Civil Engineering

**Availability:** 75%





**LUCIA NOYA, PE**  
QA-QC/ Public Meetings /  
Community Outreach

Lucy specializes in numerous water resources and ecological restoration projects, including feasibility studies, planning, design, and cost estimates/construction documents/specification preparation for public and private projects. She has extensive experience in SWM, LID, and green infrastructure (GI), including watershed analysis to identify GI retrofit opportunities in the Chesapeake Bay and Southeast regions. Lucy has served as technical lead on numerous water and natural resources projects focusing on assessments, new green stormwater infrastructure (GSI), and retrofits, including emergency assessments/inspections, drainage investigations, concept through final design development, alternative analysis, agency permits, ESC, and Phase V services for various watershed Implementation Plan (WIP) and NPDES/MS4/TMDL related projects. She is well-versed in H&H analysis, public outreach, and maintenance/operations for streams and GSI projects.

*Years of Experience:* 29

*Education:* BS, Civil Engineering

*Availability:* 40%



**REBECCA OAKS, PE**  
Hydrologic & Hydraulic  
Studies / Modeling / FEMA/  
Stream Assessments /  
Natural Channel Design /  
Outfall Stabilization

Rebecca is experienced in assessment, design, monitoring, peer review, and construction supervision for water resources projects in urban and rural settings. Her experience includes complex water resources issues and sustainable watershed engineering such as stream and wetland restoration, stormwater management and analysis, drainage analysis, and erosion and sediment control. Rebecca is well versed in performing engineering computations; hydrologic and hydraulic analysis of proposed developments including analyzing FEMA floodplain, delineating floodplains within development areas; analyzing water inundation depths for solar development; geomorphic assessment of streams; and sediment transport analysis for stream restoration. She has extensive experience using ArcGIS, Microstation, AutoCAD Civil 3D, WinTR-55, Win TR-20, and 1D and 2D HEC-RAS.

*Years of Experience:* 7

*Education:* MS, Environmental Engineering and Science; BS, Civil Engineering

*Availability:* 75%



**MATT THOMASSON, PE**  
Site Design

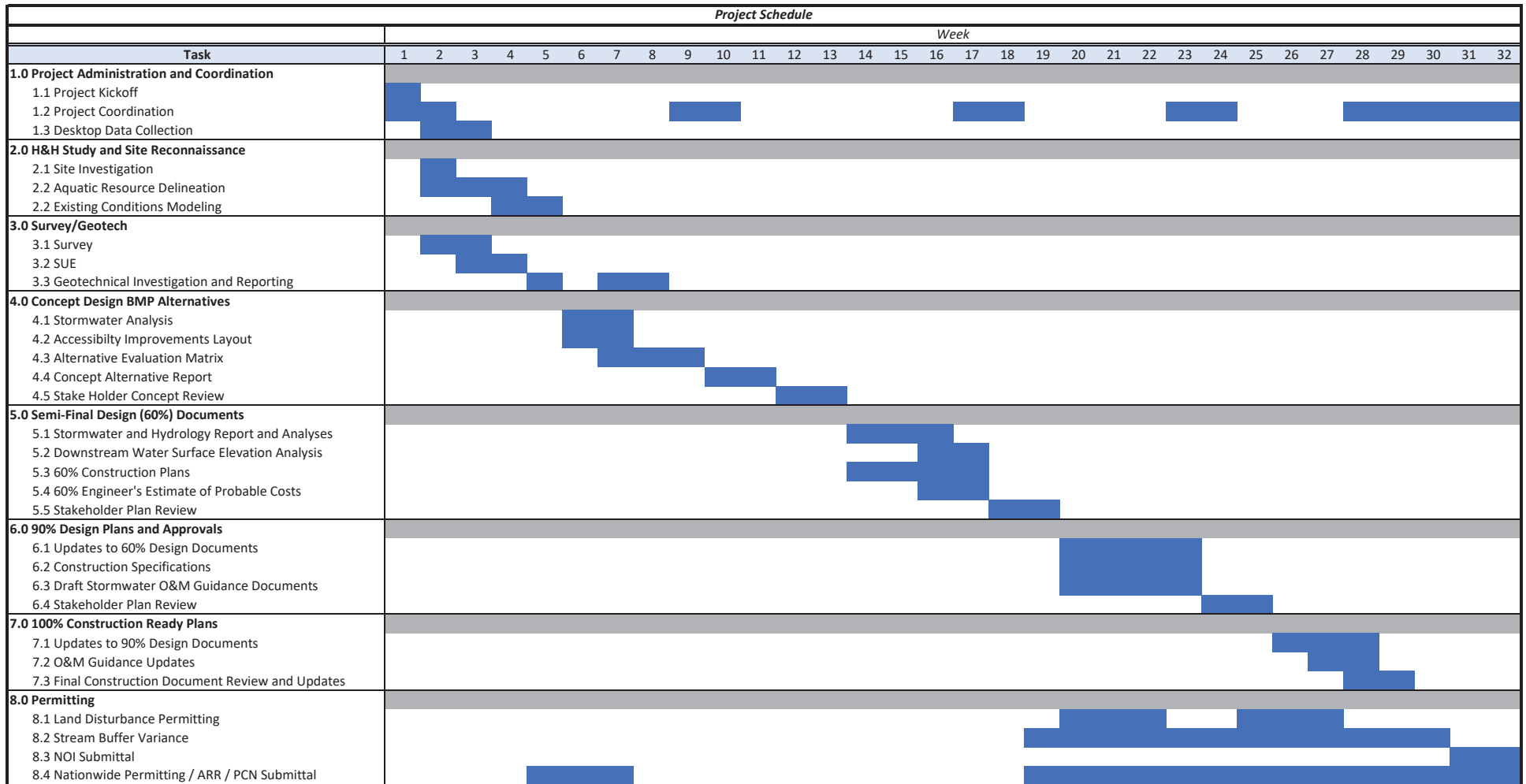
Matt has experience in design and construction of civil engineering and infrastructure projects in Baltimore and the mid-Atlantic region, including urban site/civil design, master planning, water resources, SWM, utilities design, and natural resources engineering design and analysis with emphasis on roadway drainage, SWM, earthwork analysis, pipe and culvert design, site grading, and hydrologic modeling. Matt has led design and permitting on private development and public projects in Baltimore including institutional, residential, and commercial retail. He led engineering teams in the production of permit and construction drawings, obtaining permits, technical reporting, and construction administration for roadways, streetscapes, water resources, sanitary sewer, earthwork, building pads, and landscaping of site/civil projects. Matt has worked with the City of Baltimore, state, and federal staff to implement low-impact development (LID) technology in treatment of stormwater in City-owned right-of-way and minimize environmental impacts while providing long-term sustainable development projects. He used AutoCAD Civil 3D, Microstation, automated hydrology and hydraulic (H/H) technical tools (such as HEC-RAS, TR-20, TR-55), SiteOPs© and ArcGIS.

*Years of Experience:* 19

*Education:* BS, Civil Engineering

*Availability:* 40%

## D. PROJECT SCHEDULE AND DEADLINES



E. FIRM / STAFF QUALIFICATIONS, REFERENCES



City of Chattanooga On-Call Design & Plan Production Contract | Heritage Park  
Chattanooga TN

|                    |                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------------|
| Project Reference: | City of Chattanooga; Glenn Hurst; 423.643.6167<br>ghurst@chattanooga.gov                                           |
| Similar Key Staff  | Principal-in-Charge: Nathan Atkinson; Associated Staff: Sean McCarthy, Lucia Noya, Rebecca Oaks, Danielle Schwanke |

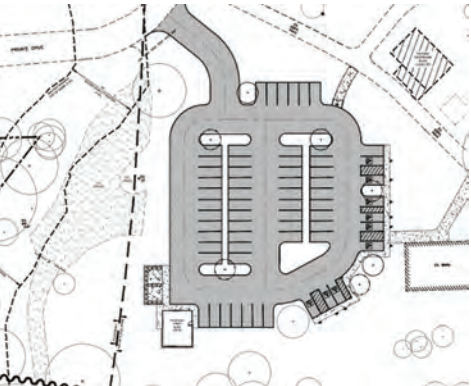
| Relevance                           |                                                                  |
|-------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Stormwater BMPs for Runoff Reduction and Water Quality Treatment |
| <input checked="" type="checkbox"/> | Park Amenity Upgrades                                            |
| <input checked="" type="checkbox"/> | Pedestrian Accessibility and Connectivity                        |
| <input checked="" type="checkbox"/> | Innovative Stormwater Management                                 |
| <input checked="" type="checkbox"/> | Floodplain Modeling                                              |
| <input checked="" type="checkbox"/> | ADA Parking                                                      |
| <input checked="" type="checkbox"/> | H&H Modeling                                                     |

As part of our on-call contract with the City of Chattanooga, RK&K was tasked to provide design and construction support services to install a parking area that provides approximate 60 parking stalls, including EV parking and ADA compliant spaces, utilizing pervious pavers to address stay on volume (SOV) and water quality treatment requirements for impervious areas associated with proposed and future improvements.

The pervious surface pavers of the parking area overlie open-graded stone reservoirs that provide temporary stormwater storage during rainfall events and allow for the infiltration of stormwater into the surrounding native soils. The proposed parking lot surface will utilize the TrueGrid Pro Plus permeable pavers, which are comprised of a 1.8-inch surface layer of No. 57 stone and the paver system, and a subbase of No. 57 stone at a minimum of 6-inches, with discrete storage sections created using earthen berms to achieve a subgrade slope of 0%. The pervious paver is system is designed for HS-20 loading.

RK&K conducted detailed H&H analyses, topographic survey, geotechnical, and structural analyses to support the design of the pervious parking areas. The pervious parking lot and parking spaces provide 100% of the stay on volume requirements for the project, providing runoff reduction and water quality improvements. The project is also designed to reduce post-developed peak flows for the project area.

In addition to the parking area, RK&K was tasked to provide additional site improvements, including ADA compliant sidewalks and walking paths to promote connectivity with the existing park facilities. RK&K provided an operations and maintenance plan for the LID parking lot and landscape plans consistent a green infrastructure design. RK&K was additionally tasked to provide electrical design and load sheets to provide power to existing and future park amenities.



This project is located entirely within the 100-YR flood plain and located adjacent to Mackey Branch. The proposed improvements will not disturb area within the floodway. However, the proposed improvements will impact the floodplain, which could change the characteristics of the floodway outside the project limits. To protect the City and RK&K from the liability and risk associated with this impact, RK&K is tasked to perform a assessment of the FEMA model to ensure minimal impacts and coordinate and FEMA / TEMA actions as necessary.

To date RK&K has provided 90% construction documents, including plans, an engineer's cost estimate, specifications, stormwater report, and an operations and maintenance manual for the facility. RK&K is currently tasked to provide bid-phase support services for the project.





**Consultant Supplemental Demand Services for Watershed Improvement Program  
Gwinnett Count, GA**

|                    |                                                                                                                                                              |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Reference: | Gwinnett County; Angelique Young; 678.376.4294<br>Angelique.Young@gwinnettcountry.com                                                                        |
| Similar Key Staff  | Principal-in-Charge: Nathan Atkinson; Associated Staff: Sean McCarthy, Lucia Noya, Rebecca Oaks, Melissa Miklus, PLA, Danielle Schwanke, Kristianne Sandoval |

| Relevance                           |                                                            |
|-------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Innovative Stormwater Management                           |
| <input checked="" type="checkbox"/> | Community Outreach and Engagement                          |
| <input checked="" type="checkbox"/> | Pedestrian Amenities, ADA considerations and accessibility |
| <input checked="" type="checkbox"/> | Stormwater Retrofits                                       |
| <input checked="" type="checkbox"/> | Concept Alternative Analysis                               |
| <input checked="" type="checkbox"/> | BMP Siting and Stormwater Planning                         |
| <input checked="" type="checkbox"/> | H&H Modeling                                               |
| <input checked="" type="checkbox"/> | Operations and Maintenance Plans                           |

RK&K is providing professional services under the Watershed Improvements Category to support the implementation of the Gwinnett County (County) Watershed Protection Plan. This includes specialized research, studies, feasibility assessments, and project development to protect and improve in-stream water quality and aquatic habitat. Projects have included:

- Smart stormwater design and retrofit
- Feasibility studies
- Watershed assessments
- The design of stormwater low impact development/green infrastructure facilities and development of a complete set of BMP standard details to construct Gwinnett County Stormwater Management Manual (GCSMM) BMP's

Twenty-three task orders have been completed/issued involving public education and outreach, project prioritization and selection, hydraulic and hydrologic (H&H) modeling, design, permitting, environmental services, preparation of bid documents and reports, ESC plans, surveying, geotechnical services, O&M manuals, value engineering and constructability reviews, construction management and administration support, and monitoring/inspections. This contract cycle ended in 2021 and RK&K was retained to complete work under this service category for the next contract cycle. Relevant representative assignments included:

**Shannon Way Submerged Gravel Wetland:** RK&K developed design plans for a Submerged Gravel Wetland Green Infrastructure BMP in Lawrenceville, GA, as part of a stormwater retrofit and demonstration project. The objective of this retrofit was to repair an underperforming extended detention basin upstream of a recently implemented stream restoration. Tasks included:

- The development of concept alternatives
- H&H analysis
- Final construction documents, including plans, engineer's cost estimates, and an operations and maintenance plan for the facility.
- Providing construction support services

Additional services included aquatic resource delineation, obtaining a stream buffer variance from GAEPD, erosion and sediment control permitting, Section 404 coordination with the U.S. Army Corps of Engineers, and conducting a virtual town hall meeting with community stakeholders. The innovative stormwater treatment solution proposed by RK&K will fit within the tight constraints of the existing site, provide enhanced water quality treatment and stream stability protection, address the complaints of adjacent property owners, and enhance existing site aesthetics including the construction of an accessible walking path on the property. Construction of this project was completed in 2022.

Lanier Filter Plant Stormwater Master Plan: RK&K provided a smart stormwater management, which is defined as the systematic combination of grey and green infrastructure to manage runoff quantity and quality, master plan services for the Lanier Filter Plant facility that identified opportunities for implementation of innovative stormwater best management practices (BMPS), and improvements to existing stormwater infrastructure. The master plan included a facility overview with proposed areas for BMP installation or retrofit and a catalog of opportunities for monitoring and testing. The goal of this project was to use this site to obtain rigorous testing and assessment of GCSMM BMPs, which will benefit future design and implementation and address the current stormwater management issues at the site. Geotechnical Testing Guidance: RK&K prepared a guidance document for geotechnical investigations associated with infiltration-based stormwater management best management practices (BMPs). The purpose of this guidance document was to ensure adequate site characterization is performed for BMP siting and design as it relates to infiltration testing, while offering potential cost and schedule benefits, relative to the current testing protocols presented in the GCSMM.

**F Wayne Hill Water Resources Center Pervious Concrete Parking:** RK&K provided design and construction support services for 50 additional parking spaces utilizing pervious concrete for the surface course of the parking lot. The pervious concrete surface material and associated gravel subgrade stormwater quality and quantity management for the parking area through filtration, extended detention, and infiltration. This work included developing the design plan for a new parking area in the vicinity of the Operations Center building and construction support services for installation.







## Rash Field Redesign Baltimore City, MD

|                    |                                                                                        |
|--------------------|----------------------------------------------------------------------------------------|
| Project Reference: | Waterfront Partnership; Laurie Schwartz 443.743.3307; laurie@waterfrontpartnership.org |
| Similar Key Staff  | Matt Thomasson                                                                         |

| Relevance                           |                                             |
|-------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> | Stormwater management assessment and design |
| <input checked="" type="checkbox"/> | Innovative and accessible park design       |
| <input checked="" type="checkbox"/> | Community engagement and workshops          |
| <input checked="" type="checkbox"/> | Environmental permitting and critical area  |
| <input checked="" type="checkbox"/> | Passive and active recreation               |

Located on the south side of Baltimore's Inner Harbor, Rash Field Park offers an abundance of family-friendly waterfront amenities and scenic views. The park offers visitors with open areas, a pavilion, skate park, and natural play areas featuring walking pathways, water features, natural climbing structures, eco-educational stations for landscaping and stormwater facilities.

Divided into two phases, the project area is approximately eight acres extending from the harbor edge to the north, Key Highway curb to the south, the wall at the parking deck to the east, and the Maryland Science Center grounds/facilities to the west.

Phase 1 celebrated its opening day in November 2021 and features the BGE Nature Play area, Adventure Park, Jake's Skate Park, and the BGE Pavilion. RK&K provided site engineering services through design and construction, including design of stormwater management facilities, erosion and sediment control, utility design including water, sewer and storm drain systems, electrical and telecommunication conduit systems, site grading, coordination with environmental cap requirements (MDE), vehicle and pedestrian access routes, pavement design and obtained approvals from city and state agency reviews. Structural engineering services were provided for the pavilion and associated retaining walls. The green roof covered BGE Pavilion includes rental space and restrooms.

RK&K provided geotechnical engineering services to aid in the design of the new pavilion structure, site retaining walls and stormwater management facilities as part of the improvements of Rash Field. We developed a subsurface exploration plan, assigned laboratory tests, and analyzed laboratory test results to develop soil parameters for design. Soil borings extended to depths ranging from 10-ft to 40-ft below the existing ground surface. Additionally, RK&K designed and developed foundation recommendations for the pavilion structure and retaining walls, earthwork, stormwater management facilities and prepared a geotechnical engineering memorandum.

Phase I was awarded Urban Land Institute's 2022 Wave Maker Award, and Jake's Skate Park won Baltimore Magazine's Best of Baltimore award for Best Skate Park.

Phase II services focused on conceptual designs which included a large open lawn for passive/active recreation, extensive landscape zones, sand play area for beach volleyball, and walking paths providing an ADA accessible route between the significant elevation difference between the harbor promenade and Key Highway. As part of this ongoing park improvements, RK&K is providing technical feedback on the relocation of the Pride of Baltimore memorial within Rash Field Limits; overall site grading, and coordination with environmental (brownfield) conditions.

|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|------------------------------------------------------------------------------------|----------------------------------|-----------------|-------------------------|-------------|-------------|----------------------------|-------------------|----------------------|---------------------|----------------------------------------|-----------------------|-------------|
| City of Alpharetta - Design Services: Log Cabin Stormwater Mitigation   RFP 23-109 |                                  |                 |                         |             |             | Date<br>Checked: 3/29/2023 |                   | By: SDM<br>LN        |                     |                                        |                       |             |
| Task 1 - Project Administration and Coordination                                   | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | Contour Environmental |             |
|                                                                                    | 2                                | 4               |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | 12                               | 40              |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 4               |                         | 16          |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 14              | 48                      | 0           | 16          | 0                          | 0                 | 0                    | 0                   |                                        |                       |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ -                  | \$ -        |
|                                                                                    | Subtotal Dollars                 | \$ 3,500.00     | \$ 8,880.00             | \$ -        | \$ 1,760.00 | \$ -                       | \$ -              | \$ -                 | \$ -                | \$ -                                   | \$ -                  | \$ -        |
|                                                                                    | Task 1 Hours                     | 78              |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 1 Cost                                                                        | \$ 14,140.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 2 - H&H Study and Site Reconnaissance                                         | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | Contour Environmental |             |
|                                                                                    |                                  | 2               |                         |             | 8           |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        | 1                     |             |
|                                                                                    |                                  | 1               | 16                      | 12          | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 0               | 3                       | 16          | 12          | 32                         | 0                 | 0                    | 0                   |                                        | 1 LS                  |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ -                  | \$ 3,150.00 |
|                                                                                    | Subtotal Dollars                 | \$ -            | \$ 555.00               | \$ 2,400.00 | \$ 1,320.00 | \$ 3,360.00                | \$ -              | \$ -                 | \$ -                | \$ -                                   | \$ -                  | \$ 3,150.00 |
|                                                                                    | Task 2 Hours                     | 63              |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 2 Cost                                                                        | \$ 10,785.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 3 - Survey and Geotechnical                                                   | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | SUE Level B           |             |
|                                                                                    |                                  | 2               |                         |             |             |                            | 25                | 40                   | 5                   |                                        |                       |             |
|                                                                                    |                                  | 1               |                         |             |             |                            |                   |                      |                     |                                        | 1                     |             |
|                                                                                    |                                  | 2               |                         |             |             |                            |                   |                      |                     | 1                                      |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 0               | 5                       | 0           | 0           | 0                          | 25                | 40                   | 5                   | 1 LS                                   | 1 LS                  |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ 13,500.00          | \$ 3,523.00 |
|                                                                                    | Subtotal Dollars                 | \$ -            | \$ 925.00               | \$ -        | \$ -        | \$ -                       | \$ -              | \$ 2,175.00          | \$ 5,356.00         | \$ 721.00                              | \$ 13,500.00          | \$ 3,523.00 |
|                                                                                    | Task 3 Hours                     | 75              |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 3 Cost                                                                        | \$ 26,200.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 4 - Concept Design BMP Alternatives                                           | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | SUE Level B           |             |
|                                                                                    |                                  | 8               | 8                       | 8           | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | 4                                | 4               |                         | 12          |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 4               | 4                       | 12          | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | 4                                | 2               | 8                       | 16          | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 8               | 18                      | 20          | 48          | 72                         | 0                 | 0                    | 0                   | 0                                      |                       |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ -                  | \$ -        |
| Subtotal Dollars                                                                   | \$ 2,000.00                      | \$ 3,330.00     | \$ 3,000.00             | \$ 5,280.00 | \$ 7,560.00 | \$ -                       | \$ -              | \$ -                 | \$ -                | \$ -                                   | \$ -                  |             |
| Task 4 Hours                                                                       | 166                              |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 4 Cost                                                                        | \$ 21,170.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 5 - Semi-Final 60% Documents                                                  | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | SUE Level B           |             |
|                                                                                    |                                  | 4               | 8                       | 4           | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 2               | 8                       | 16          | 16          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 12              | 12                      | 28          | 40          | 8                          |                   |                      |                     |                                        |                       |             |
|                                                                                    | 2                                | 8               |                         | 16          |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 6               | 26                      | 28          | 64          | 80                         | 8                 | 0                    | 0                   | 0                                      | 0                     |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ 13,500.00          | \$ 3,523.00 |
|                                                                                    | Subtotal Dollars                 | \$ 1,500.00     | \$ 4,810.00             | \$ 4,200.00 | \$ 7,040.00 | \$ 8,400.00                | \$ 920.00         | \$ -                 | \$ -                | \$ -                                   | \$ -                  | \$ -        |
| Task 5 Hours                                                                       | 212                              |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 5 Cost                                                                        | \$ 26,870.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 6 - 90% Documents                                                             | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | SUE Level B           |             |
|                                                                                    | 12                               | 12              | 16                      | 24          | 56          | 8                          |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 4               | 12                      | 4           | 24          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | 2                                | 4               |                         | 16          | 8           |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 14              | 20                      | 28          | 44          | 88                         | 8                 | 0                    | 0                   | 0                                      | 0                     |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ -                  | \$ -        |
|                                                                                    | Subtotal Dollars                 | \$ 3,500.00     | \$ 3,700.00             | \$ 4,200.00 | \$ 4,840.00 | \$ 9,240.00                | \$ 920.00         | \$ -                 | \$ -                | \$ -                                   | \$ -                  | \$ -        |
|                                                                                    | Task 6 Hours                     | 202             |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 6 Cost                                                                        | \$ 26,400.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 7 - 100% Documents                                                            | Classification Breakdown (Hours) |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect        | Survey Technician | 2-Person Survey Crew | Registered Surveyor | Geotechnical Investigation and Testing | SUE Level B           |             |
|                                                                                    | 8                                | 4               | 4                       | 8           | 16          | 4                          |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  | 2               |                         | 4           | 8           |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | 2                                | 2               | 2                       | 4           | 16          |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    |                                  |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
|                                                                                    | Subtotal Hours                   | 10              | 8                       | 6           | 16          | 40                         | 4                 | 0                    | 0                   | 0                                      | 0                     |             |
|                                                                                    | Rate                             | \$ 250.00       | \$ 185.00               | \$ 150.00   | \$ 110.00   | \$ 105.00                  | \$ 115.00         | \$ 87.00             | \$ 133.90           | \$ 144.20                              | \$ -                  | \$ -        |
|                                                                                    | Subtotal Dollars                 | \$ 2,500.00     | \$ 1,480.00             | \$ 900.00   | \$ 1,760.00 | \$ 4,200.00                | \$ 460.00         | \$ -                 | \$ -                | \$ -                                   | \$ -                  | \$ -        |
| Task 7 Hours                                                                       | 84                               |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |
| Task 7 Cost                                                                        | \$ 11,300.00                     |                 |                         |             |             |                            |                   |                      |                     |                                        |                       |             |

| Task 8 - Permitting                                                            | Classification Breakdown (Hours) |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
|--------------------------------------------------------------------------------|----------------------------------|-----------------|-------------------------|-------------|-------------|---------------------|-------------------|----------------------|-----------------------------|-----------------------------|---------------------------------------|
|                                                                                | Managing Engineer                | Project Manager | Senior Project Engineer | Engineer II | Engineer I  | Landscape Architect | Survey Technician | 2-Person Survey Crew | Contour Env. NWP Permitting | Contour Env. ARR/JD Request | Contour Environmental Stream Variance |
| Land Disturbance Permit                                                        | 2                                | 4               |                         |             | 8           |                     |                   |                      |                             |                             |                                       |
| Stream Buffer Variance                                                         |                                  | 2               |                         |             | 4           |                     |                   |                      |                             |                             | 1                                     |
| NOI Submittal                                                                  |                                  | 4               |                         |             | 4           |                     |                   |                      |                             |                             |                                       |
| Nationwide Permitting / Aquatic Resource Review / Jurisdictional Determination | 2                                | 2               |                         |             |             |                     |                   |                      | 1                           | 1                           |                                       |
|                                                                                |                                  |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
|                                                                                |                                  |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
|                                                                                |                                  |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Subtotal Hours                                                                 | 4                                | 12              | 0                       | 0           | 16          | 0                   | 0                 | 0                    | 1 LS                        | 1 LS                        | 1 LS                                  |
| Rate                                                                           | \$ 250.00                        | \$ 185.00       | \$ 150.00               | \$ 110.00   | \$ 105.00   | \$ 115.00           | \$ 87.00          | \$ 133.90            | \$ 5,850.00                 | \$ 950.00                   | \$ 5,500.00                           |
| Subtotal Dollars                                                               | \$ 1,000.00                      | \$ 2,220.00     | \$ -                    | \$ -        | \$ 1,680.00 | \$ -                | \$ -              | \$ -                 | \$ 5,850.00                 | \$ 950.00                   | \$ 5,500.00                           |
| Task 3 Hours                                                                   | 32                               |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Task 3 Cost                                                                    | \$ 17,200.00                     |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Direct Costs Other Than Payroll                                                |                                  |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Item                                                                           |                                  |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Mileage - RKK (assume 22 trips at 64 miles RT)                                 | 800                              |                 | x                       | \$ 0.655    |             |                     |                   | =                    | \$ 524.00                   |                             |                                       |
| B&W Plots - 24X36                                                              | 48                               |                 | x                       | \$ 1.50     |             |                     |                   | =                    | \$ 72.00                    |                             |                                       |
| B&W Prints - 8.5X11                                                            |                                  |                 | x                       | \$ 0.10     |             |                     |                   | =                    | \$ -                        |                             |                                       |
| Color Prints - 8.5X11                                                          |                                  |                 | x                       | \$ 0.30     |             |                     |                   | =                    | \$ -                        |                             |                                       |
| Color Prints - 11X17                                                           | 64                               |                 | x                       | \$ 0.40     |             |                     |                   | =                    | \$ 25.60                    |                             |                                       |
| Subtotal Direct                                                                |                                  |                 |                         |             |             |                     |                   |                      | \$ 621.60                   |                             |                                       |
| Hours                                                                          | 912                              |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |
| Total Fee: (Not to Exceed)                                                     | \$ 154,065.00                    |                 |                         |             |             |                     |                   |                      |                             |                             |                                       |



| Fee Schedule for On-Call / Add Services |             |                       |
|-----------------------------------------|-------------|-----------------------|
| Labor Category                          | Hourly Rate | Key Personnel         |
| Managing/Principal Engineer             | \$ 250.00   | L. Noya, M. Thomasson |
| Project Manager                         | \$ 185.00   | S. McCarthy           |
| Senior Project Engineer                 | \$ 150.00   | R. Oaks               |
| Engineer II                             | \$ 110.00   | -                     |
| Engineer I                              | \$ 105.00   | -                     |
| Landscape Architect                     | \$ 115.00   | -                     |
| Survey Technician                       | \$ 87.00    | -                     |
| 2-Person Survey Crew                    | \$ 133.90   | -                     |
| Registered Surveyor                     | \$ 144.20   | -                     |
| Principal Environmental Consultant      | \$ 240.00   | D. Spotts             |
| Senior Environmental Consultant         | \$ 215.00   | -                     |
| Environmental Consultant                | \$ 180.00   | -                     |
| Environmental Coordinator               | \$ 135.00   | -                     |
| Senior Environmental Technician         | \$ 125.00   | -                     |
| Environmental Technician                | \$ 90.00    | -                     |



## 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.

269611

Federal Work Authorization User Identification Number

Rummel, Klepper & Kahl, LLP

Name of Contractor

10/28/2009

Date of Authorization

Design Services: Log Cabin Stormwater Mitigation

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date 3/20/23 in Baltimore (city), MD (state).

[Signature]

Signature of Authorized Officer or Agent

Nathan C. Atkinson, PE, Partner

Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 20<sup>th</sup> DAY OF March, 20 23.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 4/7/24

# BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 23-109, Design Services: Log Cabin Stormwater Mitigation

| 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 <input checked="" type="checkbox"/> | Yes, Relationship does exist <input type="checkbox"/> | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  | N/A                                                   |                                                                                                                                                                                                                                                                                                                 |
| Contribution Amount/Value (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                                              | Contribution Date and Description                     |                                                                                                                                                                                                                                                                                                                 |
| List other Relationship if not contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                              |                                                       |                                                                                                                                                                                                                                                                                                                 |

| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>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.</li> </ol> |

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.

**Rummel, Klepper & Kahl, LLP**

Company Name

[Signature]  
Signature of Authorized Officer or Agent

3/20/23  
Date

**Nathan C. Atkinson, PE, Partner**

Printed Name & Title of Authorized Officer or Agent

700 East Pratt Street, Suite 500, Baltimore, MD 21202

Company Address

Subscribed and sworn before me on this the

20<sup>th</sup> day of March, 2023

[Signature]  
Notary Public

4/7/24  
My Commission Expires

State of: MD  
City of Baltimore







# Log Cabin Project

## Legend

- Trail
- Bioretention Pond
- Picnic Area
- Bridge
- Parking Lot (potential pervious)
- Tributary to Foe Killer Creek