



CITY COUNCIL MEETING & PUBLIC HEARING JULY 24, 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: Muslim American Heritage Month**

5. **PUBLIC HEARING**

A. **CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes**

Consideration of a comprehensive land use plan amendment, rezoning, and variances to allow for the construction of 16 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks and reduce undisturbed buffers. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 1124, 2nd District, 2nd Section, Fulton County, Georgia.

DEFERRED: This item has been deferred by staff to the August 21, 2023 City Council Meeting & Public Hearing.

B. **Z-23-07/V-23-12 Davis Drive Tract TPG**

Consideration of a rezoning and variance to allow for the construction of 85 'For-Sale' townhomes on 8.6 acres in the North Point Overlay. A rezoning is requested from L-I (Light-Industrial) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to reduce minimum lot width, reduce undisturbed buffers, increase maximum front setback, allow required parking to be uncovered, amend block requirements, allow dead end streets, eliminate stub out streets, and allow encroachment into the Georgia 400 tree buffer. The property is located at 0 Davis Drive and is legally described as being located in Land Lots 638, 639 & 654, 1st District, 2nd Section, Fulton County, Georgia.

C. **CU-23-03 Brandedmed Rx/4150 Old Milton Parkway**

Consideration of a conditional use to allow a 'Drug Store (Pharmacy)' in a 1,900 square foot suite in an existing shopping center for Brandedmed Rx. The property is located at 4150 Old Milton Parkway, Suite 113 & 114, and is legally described as being located in Land Lot 90, 1st District, 1st Section, Fulton County, Georgia.

6. **NEW BUSINESS**

A. **Contract Award: City Website Development (RFP 23-107)**

Consideration to award a contract to CivicPlus for the design, development, hosting, and maintenance of a new City of Alpharetta website and to authorize the Mayor to execute all necessary documents.

DEFERRED: This item has been deferred by staff to the August 21, 2023 City Council Meeting & Public Hearing.

B. **Request for Proposal 23-115: Cumberland Landscape Group, LLC**

Consideration of approval of the award of RFP 23-115 to Cumberland Landscape Group, LLC, and to authorize the Mayor to execute all necessary documents.

C. Purchase Approval: Two Pickup Trucks from Allan Vigil Ford

Consideration of approval of the purchase of two (2) 2024 Ford F-150's from Allan Vigil Ford (under the State of Georgia Government Sales SWC #99999-SPD-ES40199373-002) in the amount of \$100,792.00 and authorize the Mayor to execute all necessary documents.

7. **PUBLIC COMMENT**
8. **REPORTS**
9. **EXECUTIVE SESSION (IF NECESSARY)**
10. **ADJOURNMENT**



STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Meeting Date: July 24, 2023

AGENDA ITEM: Z-23-07/V-23-14 DAVIS DRIVE TRACT/THE PROVIDENCE GROUP

The applicant, The Providence Group, is requesting a rezoning and variances to allow for the construction of 85 'For-Sale' townhome units on 8.59 acres. The proposed density is 9.9 dwelling units per acre. The applicant requests a rezoning from LI (Light Industrial) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to reduce the minimum lot width, increase the maximum front setback, amend block requirements, reduce landscape strip, reduce undisturbed buffers, allow required parking to be uncovered, and allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone. The subject property is located at 0 Davis Drive on the south side of Davis Drive.

This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting changes requested by the applicant. Vote 7-0

STAFF RECOMMENDATION:

Approve Z-23-07/V-23-14 Davis Drive Tract/The Providence Group, subject to the following conditions:

1. The 8.585-acre property shall be zoned R-10M and developed substantially as depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Maximum density of 9.9 dwelling units per acre.
3. Architecture and materials shall be developed substantially similar to the submitted photographs, labeled Exhibit A – Design Photographs, subject to final approval by Staff.
4. Permitted uses on the property shall be limited to 'For-Sale' townhomes only.
5. No more than 50 townhome units shall have a 16' lot width.
6. Minimum 20' setback and maximum 30' setback shall be provided along Davis Drive.
7. Developer shall provide a minimum 20' planted buffer along the side property lines with the following exceptions: On the property line shared with Tax Parcel ID 12 249006070344 (Pappadeaux) the street shall be permitted to encroach as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. On the property line shared with Tax Parcel ID 12 249006390395 (Top Golf), the 20' planted buffer shall not be required in tree save areas as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. Final approval of the planted buffer by Staff.
8. EcoDistrict measures shall be substantially similar to the description in the applicant's letter of intent, revised May 17, 2023. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
9. Developer shall enhance project entrance with a decorative planted median, as well as decorative hardscape, landscape, and North Point EcoDistrict monument. Cultural Arts Commission shall approve the EcoDistrict monument and Staff shall approve the hardscape and landscape. Hardscape, landscape and monument shall be maintained by the HOA.
10. Minimum 1.55 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by Travis Pruitt & Associates, dated 7/12/23. Amenity space shall be improved with landscape, hardscape, seating, and gathering areas, as approved by Staff. HOA shall be responsible for maintenance of all open space areas.

11. Stormwater management facilities shall be improved with a natural appearance (underground with open space above or above-ground with natural earthen bank), as approved by Staff. Developer shall accommodate existing stormwater pond capacity into the design of the proposed development. Smart stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
12. Privacy fences and unfinished wood decks shall not be visible from the public right-of-way.
13. Townhomes shall have connectivity to the public sidewalk system.
14. Project entrance and new street (not including alleys) shall be improved as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, as approved by Staff. New street parallel to Davis Drive shall require a planter, sidewalk and landscape strip on the south side of the street only as generally depicted on the site plan by Travis Pruitt & Associates, dated 7/12/23. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
15. Developer shall provide a minimum 6' trail through the civic space on the north end of the site. At a minimum, trail shall provide a connection between the sidewalk on Davis Drive and the cemetery and shall include lighting and benches, as approved by Staff.
16. Developer shall save trees in the tree save area depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23.
17. In lieu of saving trees #292 and #293, developer shall plant 4 signature trees of 10-12" caliper as situated by a landscape architect for maximum community benefit and approved by Staff.
18. CRZ impacts to trees to remain in the Georgia 400 Tree Protection Zone shall be limited to no more than 20%, as approved by Staff. Only the pines with impacts to their structural root plate (SRP) from approved construction shall be removed, as approved by Staff. Developer shall replace trees removed in the Georgia 400 Tree Protection Zone with evergreen trees planted in the Tree Protection Zone, with final approval by Staff.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
20. The applicant shall work with the Alpharetta Historical Society to determine the McGinnis cemetery improvements that may include new ornamental fencing, landscape, repair of headstones, and signage. Sufficient landscape screening shall be provided between the new site and the cemetery with final approval by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the development of 85 'For-Sale' townhome units on 8.59 acres with a proposed density of 9.9 dwelling units per acre. A rezoning is requested from LI (Light Industrial) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to reduce the minimum lot width, increase the maximum front setback, amend block requirements, reduce landscape strip, reduce the undisturbed buffer, allow required parking to be uncovered, and allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone. The subject property is located at 0 Davis Drive on the south side of Davis Drive.

The undeveloped property has a long, rectangular shape and includes the McGinnis Family Cemetery on the north end of the property. A portion of the property was previously cleared and graded for a stormwater pond in conjunction with the Davis Drive roadway extension. Surrounding properties are zoned L-I to the west, north and east. Georgia 400 is located to the south, Pappadeaux Seafood Kitchen is located to the west, The Cooler and CubeSmart Self Storage are located to the north, and TopGolf is located to the northeast. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed residential development.

The property is located on the western edge of the North Point Overlay, which has a vision to become a walkable, mixed-use village with a focus on sustainability, greenspace and

connectivity. As shown in the table below, approximately 518 'For-Sale' residential units have been approved in the Overlay.

'For-Sale' Residential Developments – North Point Overlay

Development	Location	Housing Units
Hembree/Morrison	Hembree Rd/Morrison Pkwy	58 TH
KB400	North Point Pkwy/Kimball Bridge Rd	90 SFD
The Gathering	Haynes Bridge Rd/Morrison Pkwy	39 SFD, 140 TH
Lakeview Park	Haynes Bridge Rd/Lakeview Pkwy	60 TH
Ecco Park	North Point Dr/North Point Ct	99 TH
Northwinds Summit	Haynes Bridge Rd/Summit Pl	32 Condo
TOTAL		129 SFD, 357 TH, 32 Condo

The applicant's requested variances are outlined in the table below. The long, narrow shape of the property, two (2) road frontages, and presence of an on-site cemetery are listed by the applicant as hardships justifying the requested variances.

Applicant's Requested Variances

UDC Section	Applicant's Request	Staff Comments
Subsection 2.2.10(D) R-10M District Regulations	Reduce the minimum lot width of individual townhome units from 20' to 16'	50 townhome units are 16' wide and the remaining 35 units are 20' wide
Subsection 2.5.4 Locational criteria for parking	Allow required parking to be uncovered	16' wide townhome units have 1 parking space in garage and 1 in the driveway.
Subsection 2.10.3 North Point Overlay – Site Regulations	Increase maximum setback along Davis Drive from 10' to 30' and modify new internal street streetscape to allow 5' sidewalk	Increased building setback allows for larger landscape strip along Davis Drive.
Subsection 2.10.4 North Point Overlay – Blocks & Access	Eliminate the requirement for interconnected streets and blocks, allow dead-end streets, and eliminate stub-out streets	Property abuts Georgia 400, adjacent properties to the north and south already developed with commercial uses. Interconnected streets would not be appropriate.
Subsection 3.2.8 Tree Replanting, Buffer, and Landscape Standards	Reduce landscape strip along new internal street from 10' to 5' in some areas, reduce 50' undisturbed buffer on north and south property lines to 10' planted landscape strip, and allow encroachments and impacts to critical root zones (CRZ) of trees in the Georgia 400 Tree Protection Zone.	Minimum 20' planted buffer is recommended along the side property lines. CRZ impacts to trees in the Georgia 400 Tree Protection Zone should be limited to no more than 20%. Only the Pines shown on the site plan with impacts to their structural root plate (SRP) shall be removed.

SITE PLAN

The submitted site plan depicts an 85-unit 'For-Sale' townhome development with access from Davis Drive. Townhomes are oriented to Davis Drive, as well as internally oriented to open space within the development. Townhomes are rear entry, including 50 – sixteen-foot (16') wide townhome units and 35 – twenty-foot (20') wide townhome units. New internal street and alleys are private. Building setbacks and landscape strips/buffers are outlined below.

- Davis Drive – Minimum 20' and maximum 30' building setbacks and 20' landscape strip
- Sides – 25' building setback and 10' landscape strip

- Rear – 50' building setback and 60' Georgia 400 tree buffer
- Minimum 20' separation between buildings

Davis Drive extension was recently completed and includes a small planter and eight-foot (8') sidewalk along the frontage of the subject property. A five-foot (5') sidewalk and six-foot (6') planter are depicted along the new internal street and entrance. Alleys are depicted to be 21' wide.

Unified Development Code (UDC) Parking regulations require one (1) parking space per bedroom for townhomes and a minimum eighteen-foot (18') long driveway. According to the applicant, townhomes will be a mix of two (2) and three (3) bedrooms. Assuming all townhomes are three (3) bedrooms, a total of 255 parking spaces would be required. The sixteen-foot (16') wide townhomes will accommodate one (1) parking space in the garage and one (1) space on the code-compliant driveway and the twenty-foot (20') wide townhomes will accommodate two (2) side-by-side parking spaces in a garage and two (2) spaces on the code-compliant driveway. 27 guest parking spaces are provided throughout the development.

Proposed Parking

	Parking Rate	Number	Parking Provided
16' wide Townhomes	1 space/bedroom	50	100*
20' wide Townhomes	1 space/bedroom	35	140
Guest Parking			27
TOTAL		85	267

*One (1) parking space in the garage and one (1) space in the driveway.

The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, plus one percent (1%) for each one (1) dwelling per acre over eight (8) dwelling units per acre. The site plan depicts 1.55 acres, or eighteen percent (18%) open space. Civic space is depicted on the north side of the property and includes a cemetery and proposed runoff reduction and detention area. A 0.45-acre amenity space is depicted on the south end of the property and includes a proposed runoff reduction and detention area. Additional amenity space is depicted throughout the development, including patios and porches, yards and lawns, and hardscape areas improved for pedestrian enjoyment. A twenty-foot (20') easement for a future Alpha Loop alignment through the Georgia 400 buffer was secured from the previous property owner.

A portion of the property was cleared and graded for a stormwater pond in conjunction with the Davis Drive extension. The remainder of the property consists of hardwoods and pines. The applicant provided a tree report indicating the presence of three (3) specimen trees on the property, all of which are Tulip Poplars and none are proposed to be saved. A tree save area is depicted at the northeast corner of the property near the cemetery, which includes several trees of quality including Black Cherries, Oak, Persimmon and Tulip Poplar. Several Pines at the edge of the Georgia 400 Tree Protection Zone are depicted with structural root plate (SRP) impacts from proposed retaining walls, which will result in the removal of those trees. If approved, it is recommended that specimen trees #292 and #293 be saved and that Pines removed in the Georgia 400 Tree Protection Zone are replaced with evergreen trees.

Stormwater management facilities are depicted on the north and south ends of the property. A note on the site plan indicates that the developer intends to construct an underground stormwater system.

According to the applicant, two (2) and three (3) bedroom townhomes will range in size from 1,694 to 2,200 square feet. Photographs were provided by the applicant depicting two (2) story over basement and 3-story on slab townhomes with a brick base and combination of brick and vertical siding on the upper floors. The two (2) story product has a walkup to a covered entry and the three (3) story product has a recessed front entry. The proposed townhomes have a contemporary style which is appropriate in the North Point Overlay.

ECODISTRICT

The North Point Overlay requires that EcoDistrict measures be incorporated into all new developments, of which a minimum seven (7) EcoDistrict points are required. According to the applicant's letter of intent, the development proposes seven (7) EcoDistrict points. EcoDistrict points are requested for the following measures: Building Energy Efficiency, Building Water Efficiency, Enhanced Bicycle Amenities and Alternative Transportation.

EcoDistrict Measure	Description	Available Points	Requested Points
Building Energy Efficiency	Home construction will demonstrate an average 10% improvement over City's energy code	3	3
Building Water Efficiency	Home construction will incorporate fixtures and other measures to reduce indoor water by at least 20% than a typical building	2	2
Enhanced Bicycle Amenities	Provide bicycle amenities to encourage alternative transportation, such as bicycle repair station and supplemental bicycle parking	1	1
Alternative Transportation	Development to include one (1) dedicated ride-sharing space for the exclusive use of passengers arriving by taxi, ridesharing, or shuttle	1-2	1
TOTAL		7 - 8	7

TRAFFIC

The applicant provided a trip generation memorandum, which states that the proposed townhomes would generate 37 AM Peak Hour trips and 44 PM Peak Hour trips.

SCHOOLS

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

FULTON COUNTY SCHOOLS – 85 Single-Family Townhome Units

School	Single Family Average #
Hembree Springs Elementary School	0 to 19 students
Northwestern Middle School	0 to 6 students
Milton High School	2 to 17 students
TOTAL	2 to 42 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 2 – 42 school age children. Numbers provided by Fulton County Schools show that Northwestern Middle School and Milton High School are

nearing maximum capacity.

STANDARDS FOR ZONING CHANGES

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

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

Response: The property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace and connectivity. The zoning proposal would add residents to the area to patronize adjacent and nearby businesses.

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

Response: The zoning proposal would not adversely affect the existing use of adjacent and nearby properties. The property is located within the North Point Overlay, which envisions a mixed-use, walkable environment. The zoning proposal would add residents to the area to patronize adjacent and nearby businesses.

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

Response: The proposed development should not adversely impact the natural environment. A portion of the property was previously cleared and graded in association with the Davis Drive extension and the submitted site plan identifies a tree save area in the northeast corner of the property. If approved, specimen tree saves are recommended.

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

Response: The subject property is approved for a 159-unit assisted living facility. The applicant's zoning proposal is consistent with the vision of the North Point Overlay to become a walkable, mixed-use environment.

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

Response: The proposed change in use from assisted living facility to 'For-Sale' residential would not result in significant impacts to public facilities or services. The proposed change would have impacts on schools, but less impact on public safety.

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

Response: The property is located within the North Point Overlay, which envisions a mixed-use, walkable environment.

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

Response: The zoning proposal reflects a reasonable balance and is consistent with the vision of the North Point Overlay.

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

Response: The subject property is approved for a 159-unit assisted living facility. The applicant's zoning proposal is consistent with the vision of the North Point Overlay to become a walkable, mixed-use environment.

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

Response: The comprehensive land use plan designation of the property is Mixed Use, which allows the proposed zoning and use.

VARIANCE REVIEW CRITERIA

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

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

Response: The subject property has an unusual shape, road frontage on two (2) sides and the presence of an on-site cemetery.

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

Response: The application of the Unified Development Code would create an unnecessary hardship given the unusual shape of the property, two (2) road frontages, and presence of an on-site cemetery.

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

Response: The subject property has an unusual shape, road frontage on two (2) sides and the presence of an on-site cemetery.

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

Response: Relief, if granted, would not cause a substantial detriment to the public good. The are hardships that support the applicant's proposed variances. If approved, conditions are

recommended requiring specimen tree saves, evergreen plantings in the Georgia 400 Tree Protection Zone, and 20' planted buffers along the side property lines.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a rezoning and variance. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The proposal to allow a 'For-Sale' residential use would add to the mix of uses in the North Point area, bringing people closer to where they work and shop. In addition, the change of use would have less impact on public safety.

The variance requests can be generally supported given the unusual shape of the property, two (2) road frontages, and presence of an on-site cemetery. If approved, conditions are recommended requiring specimen tree saves, evergreen plantings in the Georgia 400 Tree Protection Zone, and 20' planted buffers along the side property lines.

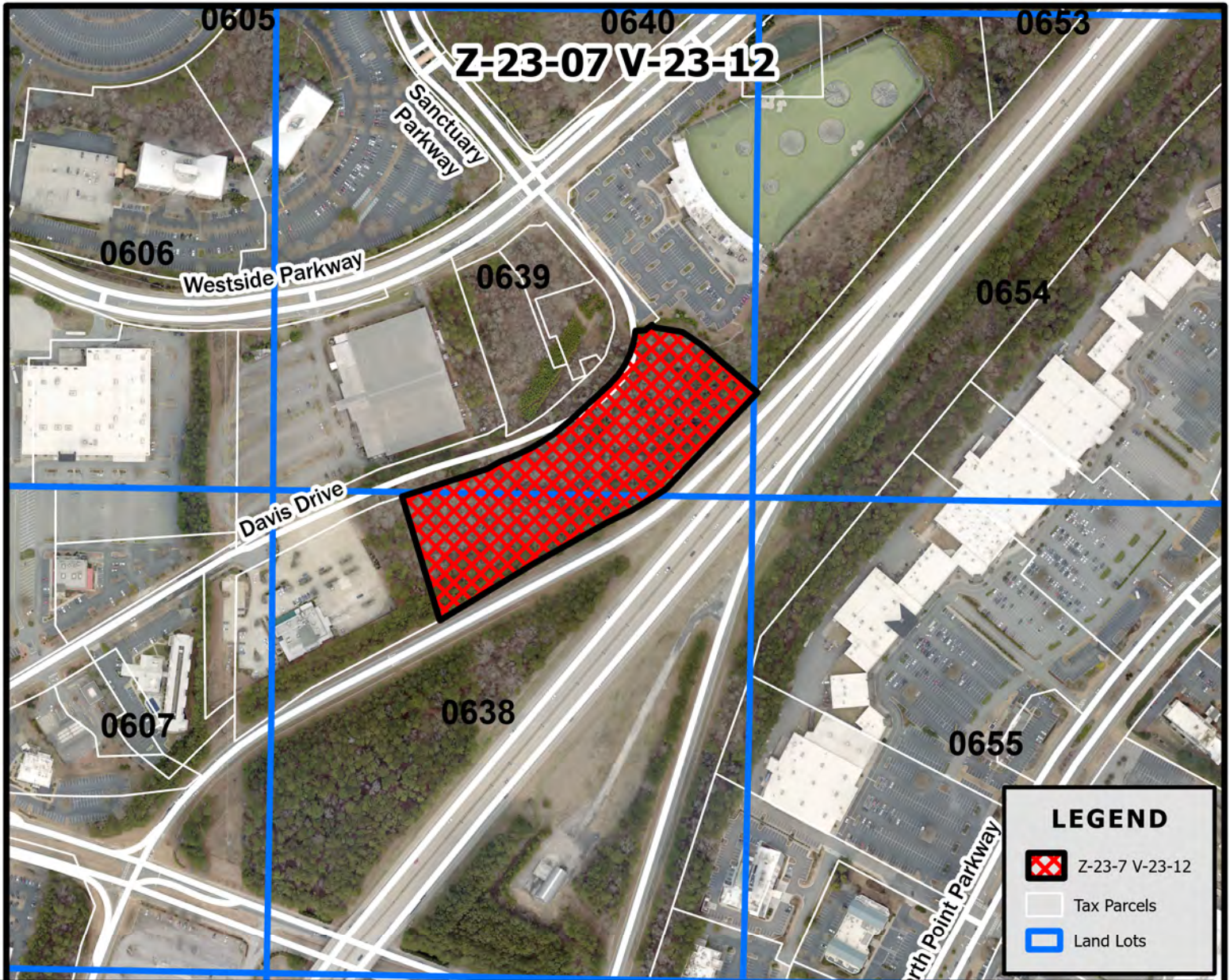
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

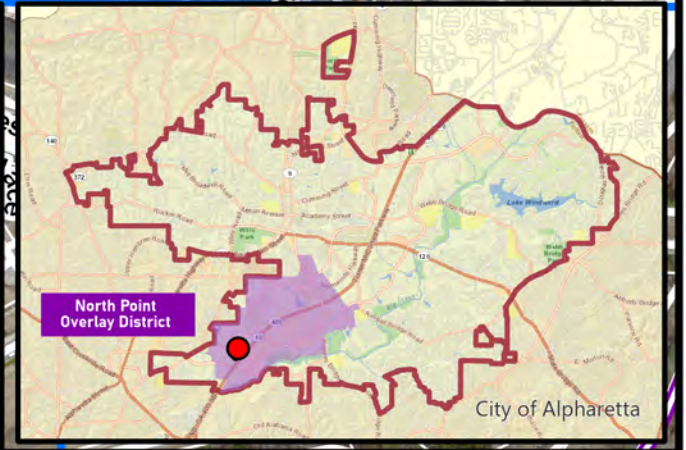
The CZIM was held on June 14, 2023. There was one (1) public comment in support of the applicant's request.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Latest Site Plan • Color Site Plan • Exhibit A – Design Photographs • Updated Tree Study • Updated Tree Survey • CZIM Sign In Sheet • Citizen Part B • Amended Letter of Intent • Application

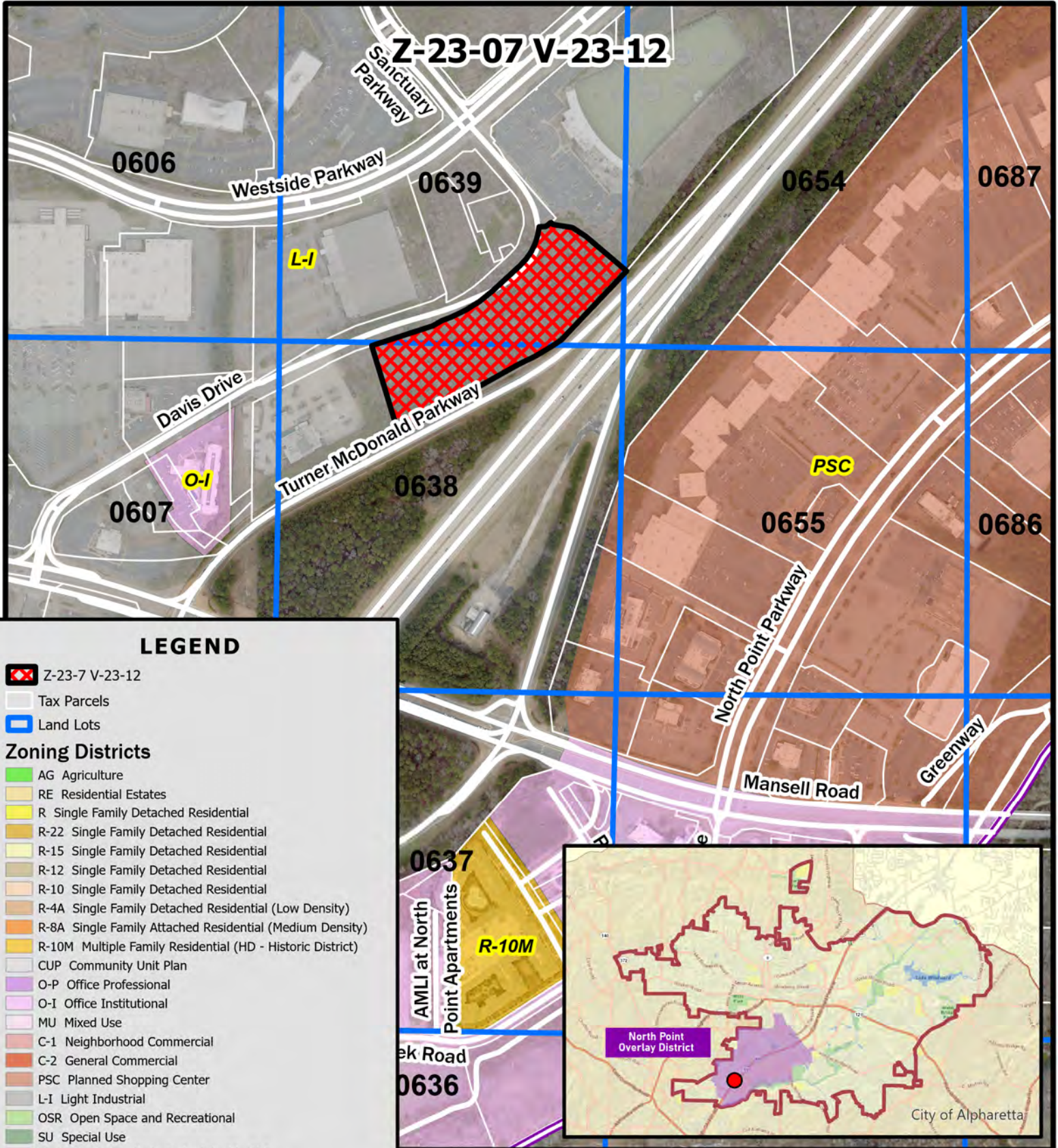


LEGEND

-  Z-23-7 V-23-12
-  Tax Parcels
-  Land Lots



Z-23-07 V-23-12
D/LL: 1/2/0638, 0639
PC: 7/13/23
CC: 7/24/23



LEGEND



Z-23-07 V-23-12



Tax Parcels



Land Lots

Zoning Districts



AG Agriculture



RE Residential Estates



R Single Family Detached Residential



R-22 Single Family Detached Residential



R-15 Single Family Detached Residential



R-12 Single Family Detached Residential



R-10 Single Family Detached Residential



R-4A Single Family Detached Residential (Low Density)



R-8A Single Family Attached Residential (Medium Density)



R-10M Multiple Family Residential (HD - Historic District)



CUP Community Unit Plan



O-P Office Professional



O-I Office Institutional



MU Mixed Use



C-1 Neighborhood Commercial



C-2 General Commercial



PSC Planned Shopping Center



L-I Light Industrial



OSR Open Space and Recreational



SU Special Use



R-8D Single Family Detached Residential



R-4D Single Family Detached Residential (Medium Density)



R-8A/D Single Family Attached/Detached Residential



DT-C Downtown Core



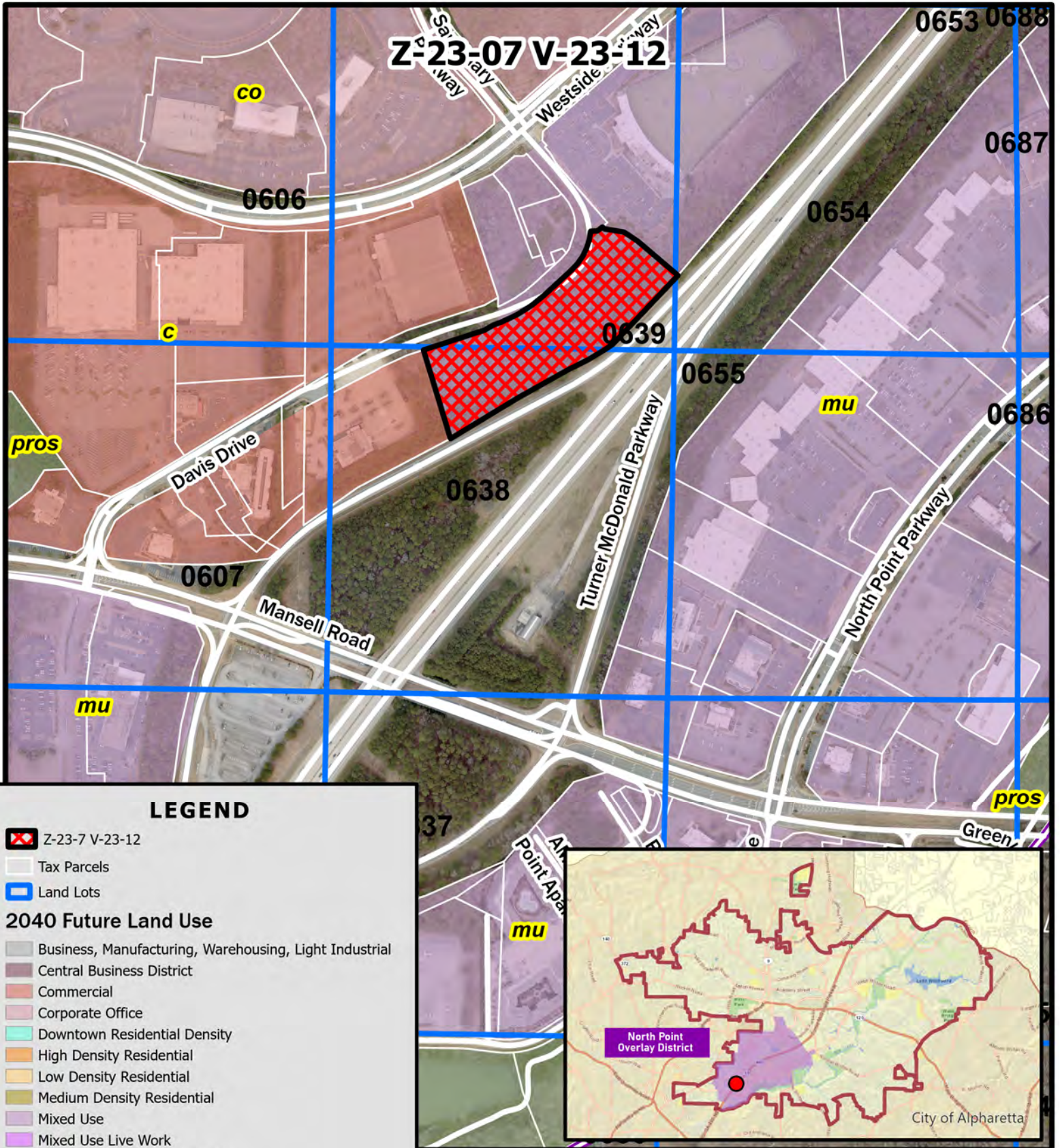
DT-MU Downtown Mixed-Use



DT-LW Downtown Live-Work

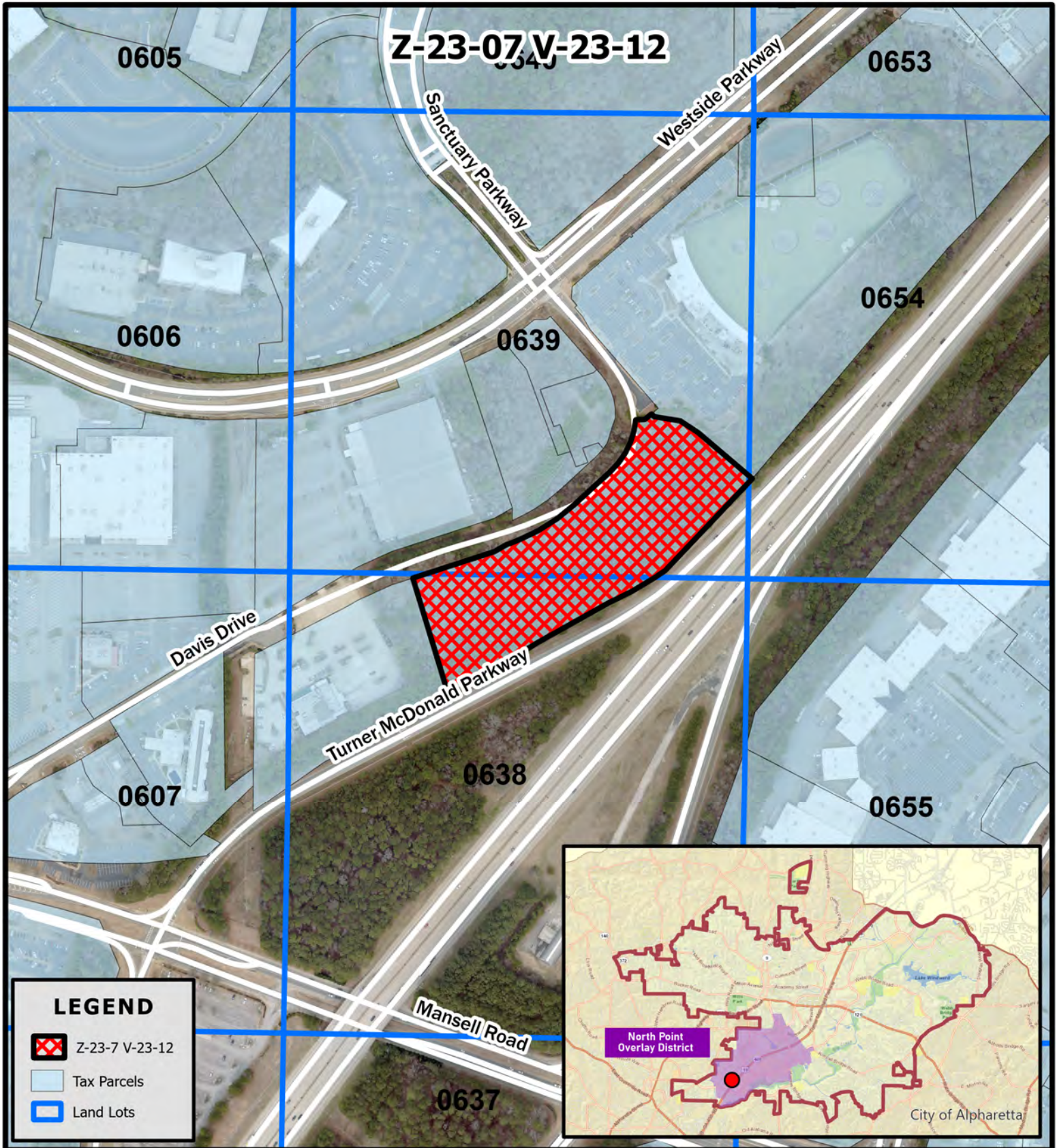


DT-R Downtown Residential



Z-23-07 V-23-12
D/LL: 1/2/0638, 0639
PC: 7/13/23
CC: 7/24/23

Future Land Use Map
Davis Drive Tract TPG
0 Davis Drive



Z-23-07 V-23-12

LEGEND

-  Z-23-7 V-23-12
-  Tax Parcels
-  Land Lots

Z-23-07 V-23-12

D/LL: 1/2/0638, 0639

PC: 7/13/23

CC: 7/24/23

Location Map
Davis Drive Tract TPG
0 Davis Drive

Location Map Provided by:
Community Development - GIS
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PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

To find the Point of Beginning commence at a 1/2 inch rebar found at the northeastern end of the southeastern right of way line Westside Parkway (right of way width varies) and northeastern right of way line of Davis Drive (right of way width varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: South 04 degrees 03 minutes 16 seconds West a distance of 35.29 feet to a point, South 40 degrees 56 minutes 44 seconds East a distance of 25.00 feet to a point, South 49 degrees 03 minutes 18 seconds West a distance of 3.26 feet to a point, South 40 degrees 51 minutes 59 seconds East a distance of 8.15 feet to a right of way monument found, South 11 degrees 17 minutes 16 seconds East a distance of 6.87 feet to a disc found, South 33 degrees 07 minutes 46 seconds East a distance of 40.43 feet to a right of way monument found, South 41 degrees 04 minutes 34 seconds East a distance of 119.00 feet to a right of way monument found, North 48 degrees 55 minutes 28 seconds East a distance of 7.17 feet to a right of way monument found, South 40 degrees 36 minutes 30 seconds East a distance of 34.06 feet to a right of way monument found, South 22 degrees 14 minutes 05 seconds East a distance of 6.35 feet to a right of way monument found, South 40 degrees 35 minutes 24 seconds East a distance of 54.94 feet to a right of way monument found, South 49 degrees 03 minutes 04 seconds West a distance of 9.87 feet to a right of way monument found, South 40 degrees 57 minutes 45 seconds East a distance of 106.82 feet to a point, South 48 degrees 59 minutes 16 seconds West a distance of 25.00 feet to a 1/2 inch rebar set, said point being the Point of Beginning.

From the Point of Beginning, as thus established, leaving Davis Drive and proceeding South 40 degrees 58 minutes 43 seconds East a distance of 9.97 feet to a 1/2 inch rebar set; thence South 80 degrees 48 minutes 36 seconds East a distance of 76.64 feet to a 1/2 inch rebar found; thence South 56 degrees 37 minutes 27 seconds East a distance of 64.98 feet to a 1/2 inch rebar found; thence South 49 degrees 40 minutes 17 seconds East a distance of 202.74 feet to a 1/2 inch rebar found on the northwestern right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 40 degrees 08 minutes 30 seconds West a distance of 113.48 feet to a 1/2 inch rebar found, South 40 degrees 51 minutes 36 seconds West a distance of 152.53 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1095.91 feet and an arc length of 343.80 feet (said curve having a chord bearing of South 53 degrees 17 minutes 58 seconds West and a chord distance of 342.39 feet) to a 1/2 inch rebar found and South 62 degrees 17 minutes 09 seconds West a distance of 565.06 feet to a 1/2 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 27 degrees 38 minutes 58 seconds West a distance of 402.33 feet to a 1/2 inch rebar set on the southeastern right of way line of Davis Drive (right of way varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: along a curve to the right with a radius of 661.09 feet and an arc length of 72.94 feet (said curve having a chord bearing of North 71 degrees 09 minutes 46 seconds East and a chord distance of 72.90 feet) to a right of way monument found, North 74 degrees 19 minutes 28 seconds East a distance of 347.90 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 539.08 feet and an arc length of 253.63 feet (said curve having a chord bearing of North 60 degrees 50 minutes 45 seconds East and a chord distance of 251.30 feet) to a right of way monument found, North 47 degrees 22 minutes 02 seconds East a distance of 139.82 feet to a right of way monument found, along a curve to the left with a radius of 227.05 feet and an arc length of 168.55 feet (said curve having a chord bearing of North 26 degrees 05 minutes 55 seconds East and a chord distance of 164.71 feet) to a right of way monument found, North 87 degrees 59 minutes 22 seconds East a distance of 25.84 feet to a 1/2 inch rebar set and North 48 degrees 59 minutes 16 seconds East a distance of 24.95 feet to the Point of Beginning.

Being the same property as described in the This survey relied upon information contained within a Title Commitment number 23-GBTJC-9273 prepared by Fidelity National Title Insurance Company, with an effective date of March 19, 2023.

SURVEY NOTES:

- This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances shown are horizontal ground distances measured in U.S. survey feet (39.37 inches = 1 meter).
- The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West Zone.
- By graphic plotting only this property Does Not lie within a 100 year flood hazard zone and is depicted as Zone X as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated areas Map Number 13121C0066F, effective date 9/18/2013.
- No building observed on the subject property.
- No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
- The Property has direct vehicular and pedestrian access to Davis Drive, dedicated public right of way, as shown on the survey.
- No wetland delineation markers were observed at the time of the survey.
- No observable evidence of earth moving work, building construction or building additions at the time of the survey.
- No observable evidence or proposed changes in right of way made available to the surveyor.
- No observable evidence of recent street or sidewalk construction or repairs.
- There may be underground utilities not shown on this survey.
- A portion of the planimetric data depicted hereon is derived from aerial imagery. This data set was tested to meet ASPRS (American Society of Photogrammetry and Remote Sensing) Positional Accuracy Standards for Digital Geospatial Data (2014) for a 2.5 (cm) RMSE_x and RMSE_y Horizontal Accuracy Class. Based on Approximate GSD (Ground Sampling Distance) of 2.14 cm, equating to 6.1± cm at 95% confidence level.

REFERENCE DOCUMENTS:

- ALTA/ACSM Land Title Survey of Site performed by Travis Pruitt & Associates on 4-17-2023.

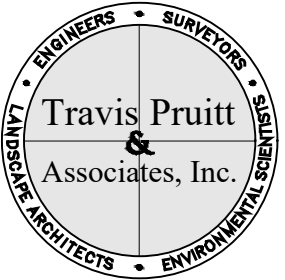
OWNER/DEVELOPER

thePROVIDENCEgroup

Warren Jolly

11340 Lakefield Drive
Building II, Suite 200
Johns Creek, Georgia 30097
Tel: (678) 475-1800

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

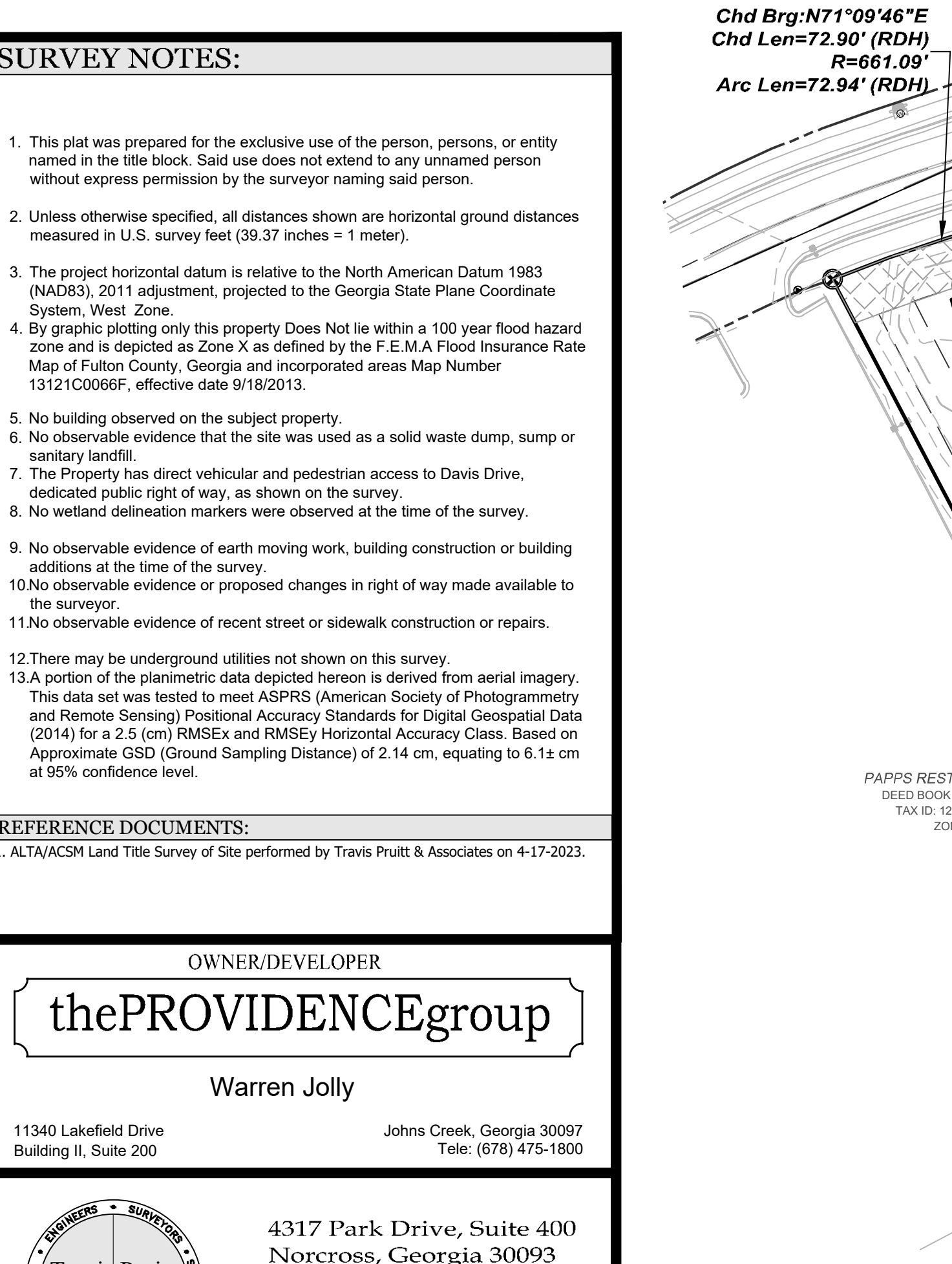


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Tree Survey Table for Specimen Sized Trees

Tree ID Number	Size (Inches) (DBH)	Type (Common Name)	Condition Description	Condition Summary (Excellent, Good, Fair, or Poor)	Not a Specimen (X)	Saved/Removed	Encroachment
121	45	Tulip Poplar	Poor health, significant decay	Poor	X		
122	49	Tulip Poplar	Fair health, multiple trunks	Fair			
292	32	Tulip Poplar	Good health	Good			
293	32	Tulip Poplar	Good health	Good			
294	24	Black Cherry	Fair health, bifurcated structure, bark inclusion	Poor	X		
295	26	American Elm	Poor health, root damage	Poor	X		
296	27	Winged Elm	Poor health, storm damage	Poor	X		
297	25	Water Oak	Fair health, bifurcated structure, soil impact	Poor	X		

NOTE: SPECIMEN TREE DATA TAKEN FROM THE SPECIMEN TREE STUDY BY ONE BARK ARBORISTS ON 4-4-2023.

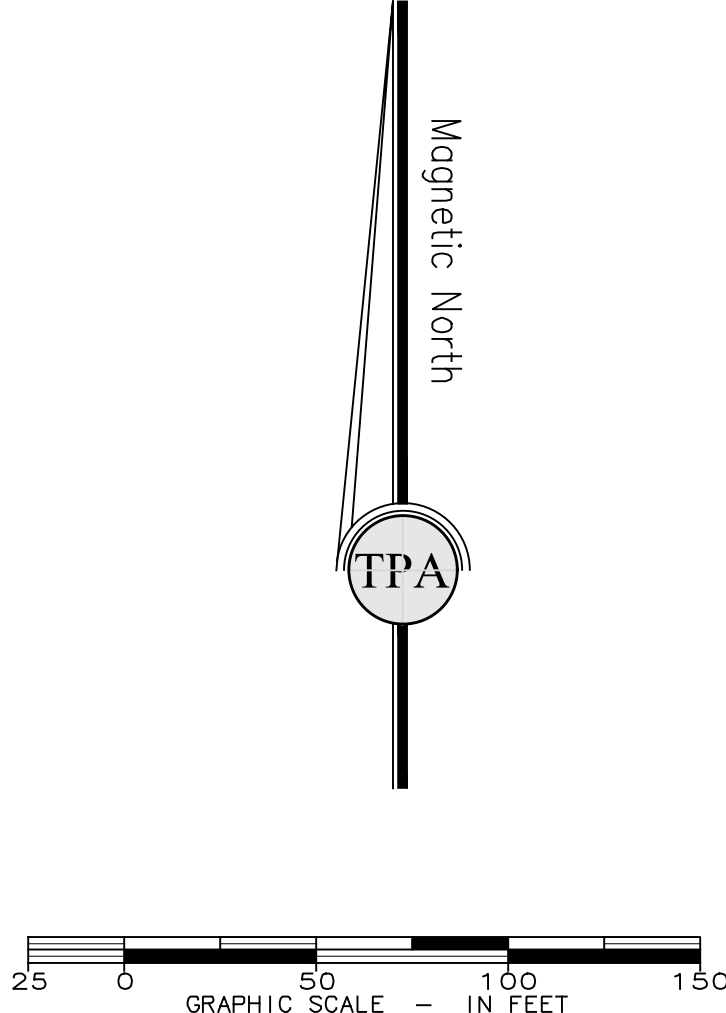


Chd Brg: N71°09'46"E
Chd Len=72.90' (RDH)
R=661.09'
Arc Len=72.94' (RDH)

Chd Brg: N60°50'45"E
Chd Len=251.30' (RDH)
R=539.08'
Arc Len=253.63' (RDH)

Chd Brg: N26°05'55"E
Chd Len=164.71' (RDH)
R=227.05'
Arc Len=168.55' (RDH)

Line Table		
Line #	Length	Direction
L34	9.970	S40° 58' 43.02"E
L32	25.840	N87° 59' 22.44"E
L33	24.950	N48° 59' 16.37"E
L18	35.290	S04° 03' 15.66"W
L19	25.000	S40° 56' 44.34"E
L20	3.260	S49° 03' 17.66"W
L21	8.150	S40° 51' 59.45"E
L22	6.870	S11° 17' 16.45"E
L23	40.430	S33° 07' 46.45"E
L24	119.000	S41° 04' 34.45"E
L25	7.170	N48° 55' 25.55"E
L26	34.060	S40° 36' 30.45"E
L31	6.350	S22° 14' 05.45"E
L27	54.940	S40° 35' 24.45"E
L28	9.870	S49° 03' 03.55"W
L29	106.820	S40° 57' 45.34"E
L30	25.000	S48° 59' 16.37"W



LOCATION MAP

NOT TO SCALE

SITE DATA:

SITE AREA	8.585 ACRES
ZONING	
EXISTING ZONING	L-1
PROPOSED ZONING	R-10M
ZONING JURISDICTION	ALPHARETTA
DEVELOPMENT TYPE	
TOTAL UNITS	85 TOWNHOMES
TOTAL DENSITY	9.9 U/A
DEVELOPMENT STANDARDS	
FRONT YARD	NO MIN. 30' MAX. *
REAR YARD	50 FEET
SIDE YARD	25 FEET
MINIMUM BUILDING SEPARATION	20 FEET
MINIMUM LOT WIDTH	16 FEET*
PROPOSED OVERALL IMPERVIOUS %	60%
MAXIMUM BUILDING HEIGHT	35 FEET

BUFFERS & LANDSCAPE STRIPS

FRONT	20' LANDSCAPE STRIP
SIDE	10' LANDSCAPE STRIP*
REAR	60' GA 400 BUFFER

OPEN SPACE

CIVIC SPACE REQUIRED	10% + 1% PER U/A OVER 8 U/A = 11.9%
PROVIDED	11.9% X 8.585 AC = 1.022 AC
	1.10 AC

AMENITY SPACE

REQUIRED	5%
PROVIDED	5% X 8.585 AC = 0.430 AC
	0.45 AC

NOTES

- UNDERGROUND DETENTION SHALL BE ALLOWED.

VARIANCES:

- Alpharetta UDC § 2.2.10.D - To reduce the individual units from 20-feet to a 16-foot lot width.
- Alpharetta UDC § 2.10.3.B: Front Building Setback Reduction from a 0-foot Min/10-foot Max. to a 0-foot Min/30-foot Max
- Alpharetta UDC § 2.10.4 - Amend the block requirements to eliminate the requirement for interconnected streets and block requirements; allow dead end streets; and eliminate the requirement for stub out streets;
- Alpharetta UDC § 3.2.8.B.1.a: Side Buffer Reduction from a 50-foot to a 10-foot planted landscape strip.
- Alpharetta UDC § 2.5.4 Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
- Alpharetta UDC § 3.2.2 Allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone for the construction of a retaining wall.

ZONING PLAN

Davis Drive Tract

LAND LOTS 638, 639 & 654 • 1ST DISTRICT • 2ND SECTION •

CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA



For The Firm
Travis Pruitt
&
Associates, Inc.

DATE: 07-12-2023
SCALE: 1" = 50'
CN: 22D53DCP1 6
LSV:
JN:
FN:

SURVEY NOTES:

1. This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
2. Unless otherwise specified, all distances shown are horizontal ground distances measured in U.S. survey feet (39.37 inches = 1 meter).
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5. No building observed on the subject property.
6. No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
7. The Property has direct vehicular and pedestrian access to Davis Drive, dedicated public right of way, as shown on the survey.
8. No wetland delineation markers were observed at the time of the survey.
9. No observable evidence of earth moving work, building construction or building additions at the time of the survey.
10. No observable evidence or proposed changes in right of way made available to the surveyor.
11. No observable evidence of recent street or sidewalk construction or repairs.
12. There may be underground utilities not shown on this survey.
13. A portion of the planimetric data depicted hereon is derived from aerial imagery. This data set was tested to meet ASPRS (American Society of Photogrammetry and Remote Sensing) Positional Accuracy Standards for Digital Geospatial Data (2014) for a 2.5 (cm) RMSE_x and RMSE_y Horizontal Accuracy Class. Based on Approximate GSD (Ground Sampling Distance) of 2.14 cm, equating to 6.1± cm at 95% confidence level.

REFERENCE DOCUMENTS:

1. ALTA/ACSM Land Title Survey of Site performed by Travis Pruitt & Associates on 4-17-2023.

OWNER/DEVELOPER

thePROVIDENCEgroup

Warren Jolly

11340 Lakefield Drive
Building II, Suite 200

Johns Creek, Georgia 30097
Tele: (678) 475-1800



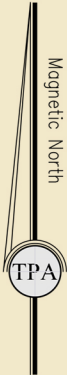
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

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N/F
30 WEST PERSHING, LLC
DEED BOOK 52661, PAGE 432
TAX ID: 12 249006390395
ZONED: L-1

N/F
PAPPS RESTAURANTS, INC.
DEED BOOK 27512, PAGE 281
TAX ID: 12 249006070344
ZONED: L-1



LOCATION MAP
NOT TO SCALE

SITE DATA:

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ZONING	
EXISTING ZONING	L-1
PROPOSED ZONING	R-10M
ZONING JURISDICTION	ALPHARETTA
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SIDE	10' LANDSCAPE STRIP*
REAR	60' GA 400 BUFFER

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	11.9% X 8.585 AC = 1.022 AC
PROVIDED	1.10 AC
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	5% X 8.585 AC = 0.430 AC
PROVIDED	0.45 AC

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- Alpharetta UDC § 2.5.4 Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
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ZONING PLAN

Davis Drive Tract

LAND LOTS 638, 639 & 654 • 1ST DISTRICT • 2ND SECTION •

CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA



For The Firm
Travis Pruitt
&
Associates, Inc.

DATE: 06-13-2023
SCALE: 1" = 50'
CN:22D530CP14
LSV:
JN:
FN:

Exhibit A – Design Photos



Exhibit A – Design Photos



Tree Study Report

Davis Road / Rock Mill 400 South , Alpharetta GA

Date of Inspection 4/4/2023

Inspector

Jesse Milton

ISA #SO-1170B

Email: jesse@onebark.com

Developer

Clint Walters

cwalters@theprovidencegroup.com

INTRODUCTION

This inspection was made to verify trees that meet Specimen tree criteria and/or meet the criteria for an Arborist Report as outlined in the Alpharetta municipal code.

METHODOLOGY

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request. All tree sizes were measure as DBH (Diameter at Breast Height, 4.5 feet above soil level).

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees, including boundary trees within 30 feet outside of the parcel limits and potential 'Trees of Character.' Boundary trees can only be inspected from the subject parcel, unless written permission is given by the neighboring parcel owner. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request.

Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below:

30-inch DBH or larger for trees in the Pinus genus

30-inch diameter or larger for trees in the Sweetgum or Tulip poplar genus

20-inch DBH or larger for trees in the Cedrus, Thuja, or other ecologically similar trees

20-inch diameter or larger for trees in the Beech, Nyssa, Persimmon, Sassafras, or other ecologically similar trees

20-inch diameter or larger for Magnolia grandiflora and those cultivars that generally reach a mature height over 40'

24-inch DBH or larger for trees in all other genera

10-inch DBH or larger for Sourwood

Understory Trees: 8-inch DBH diameter or larger

DEFINITIONS OF TREE HEALTH

GOOD - Few if any pathological problems exist; canopy is full, leaf density is above average, and live crown ratio is generally 50% or greater

FAIR - vigor is reasonable but a minor pathological problem may exist; leaf density is average; live crown ratio may be less than 50%. Most urban trees fall in this category.

POOR - vigor is waning, some dieback may be present, leaf density is below average; a significant pathological problem may be present; decay may exist within vital structures.

DECLINING - vigor is terminal, dieback is developing or is inevitable; tree has a limited life expectancy of less than 5 years.

Tree 109

Cataloged : 4/4/2023

Species

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 110

Cataloged : 4/4/2023

Species

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 119

Cataloged : 4/4/2023

Species

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 120

Cataloged : 4/4/2023

Species

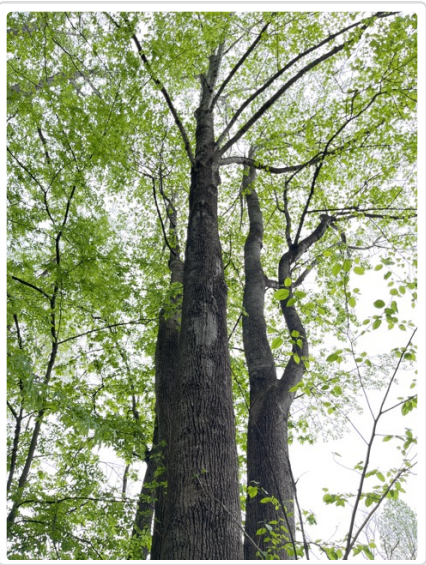
Condition:
Other notes: Tree is missing/removed during pond construction

Tree 121

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Species 45" tuliptree, *Liriodendron tulipifera*

Condition: poor health. significant column of decay in stem and separation in decayed area (photos 2,3); Structure is multiple trunks, stems are individual, do not share common piths (photo 4)
Other notes: Size was confirmed in field using Alpharetta BMP for measuring multi-stem trees. Revise tree size



Tree 122

Status: **SPECIMEN**

Cataloged : 4/4/2023

Species 49" tuliptree, *Liriodendron tulipifera*

Condition: fair health. No significant problems identified; Structure is multiple trunks, bark inclusions are not significant; trifurcated

Other notes: Size was confirmed in field using Alpharetta BMP for measuring multi-stem trees. Revise tree size



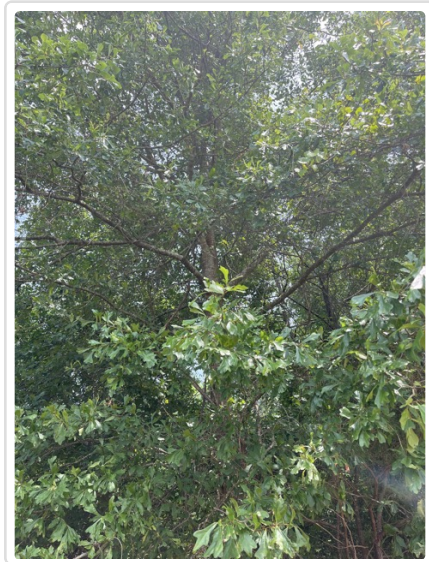
Tree 176

Cataloged : 6/29/2023

Species 11" oak, water, *Quercus nigra*

Condition: good health. No significant problems identified ; Structure is single, No significant problems identified

Other notes:



Tree 177

Cataloged : 6/29/2023

Species 9" persimmon, *Diospyros virginiana*

Condition: fair health. No significant problems identified ; Structure is single

Other notes:



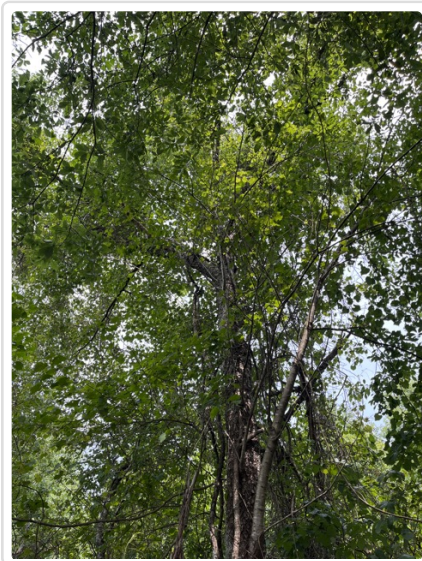
Tree 178

Cataloged : 6/29/2023

Species 10" Cherry, Black, *Prunus serotina*

Condition: declining health. leaf necrosis; poor health; significant Muscadine vine growth in canopy; Structure is single

Other notes: Do not conserve



Tree 179

Cataloged : 6/29/2023

Species 11" Cherry, Black, *Prunus serotina*

Condition: fair health. No significant problems identified ; Structure is single

Other notes:



Tree 180

Cataloged : 6/29/2023

Species 9" Cherry, Black, *Prunus serotina*

Condition: fair health. No significant problems identified ; Structure is single

Other notes:



Tree 181

Cataloged : 6/29/2023

Species 15" tuliptree, *Liriodendron tulipifera*

Condition: fair health. No significant problems identified ; Structure is single, No significant problems identified

Other notes:



Tree 182

Cataloged : 6/29/2023

Species 12" sweetgum, *Liquidambar styraciflua*

Condition: good health. No significant problems identified ; Structure is single

Other notes:



Tree 292

Status: **SPECIMEN**

Cataloged : 4/4/2023

Species 25" tuliptree, *Liriodendron tulipifera*

Condition: good health. No significant problems identified; Structure is single, No significant problems identified

Other notes:



Tree 293

Status: **SPECIMEN**

Cataloged : 4/4/2023

Species 30" tuliptree, *Liriodendron tulipifera*

Condition: good health. No significant problems identified; Structure is single, No significant problems identified

Other notes:



Tree 294

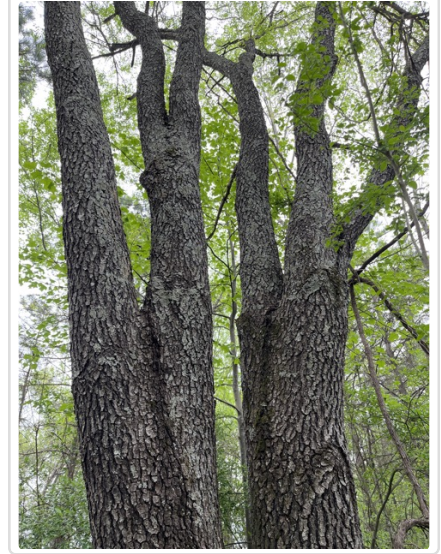
Status: **NOT SPECIMEN**

Cataloged : 4/4/2023

Species 24" Cherry, Black, *Prunus serotina*

Condition: fair health. Structure is bifurcated, bark inclusion extends nearly to soil level (photos 2,4)

Other notes: As noted in the Pond & Company Specimen Tree Evaluation Report of 2/15/21, the inspecting arborist found this tree to be non-specimen due to the significant bark inclusion and undesirable form of the trunk.



Tree 295

Status: **NOT SPECIMEN**

Cataloged : 4/4/2023

Alternate ID: 192

Species 26" Elm, american, *Ulmus americana*

Condition: Poor health. Cut for new Davis Road is 8' from trunk center, however surface disruption is evident right up to the flares, with roots exposed and torn at soil surface; Structure is single

Other notes: Root loss and root damage is within structural root plate of tree (13' feet radius), and approximately



Tree 296

Status: **NOT SPECIMEN**

Cataloged : 4/4/2023

Species 27" Elm, winged, *Ulmus alata*

Condition: poor health. multiple open cavities in stems from old storm damage (photos 1,3); catastrophic failure of scaffold limb (photos 1,3); wound/decay adjacent to stem bifurcation (photo 2); Structure is Broken

Other notes: Does not meet condition criteria



Tree 297

Status: **NOT SPECIMEN**

Cataloged : 4/4/2023

Alternate ID: none

Species 25" oak, water, *Quercus nigra*

Condition: fair health. Disturbance and soil impact is approximately 20 feet from trunk of the tree; Structure is bifurcated

Other notes: As noted in the Pond & Company Specimen Tree Evaluation Report of 2/15/21, the inspecting



Summary

Total Specimen trees identified within study area: 3

Additional Notes

The number scheme from the Pond & Company report was used, as the in-field tags do not match with the supplied documentation.

LIMITATIONS

This report is not meant to override any determination by Alpharetta regarding the status of Specimen trees. Additional tree information may be required by the City once the Specimen Tree Report is submitted to Alpharetta, including but not limited to: Trees of Character, Level III assessments, site meetings with the Municipal arborist, and any Tree Maintenance Plan preparation.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice. This inspection was made without the expectation of a particular result.

Certification

Date Certified: 4/4/2023

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Jesse Milton
ISA #SO-1170B
Tree Risk Assessment Qualified (TRAQ)



Tree Survey Table for Specimen Sized Trees						
Tree ID Number	Size (Inches) (DBH)	Type (Common Name)	Condition Description	Condition Summary (Excellent, Good, Fair, or Poor)	Not a Specimen (X)	Saved/Removed
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293	32	Tulip Poplar	Good health	Good		Remove
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295	26	American Elm	Poor health, root damage	Poor	X	Remove
296	27	Winged Elm	Poor health, storm damage	Poor	X	Remove
297	25	Water Oak	Fair health, bifurcated structure, soil impact	Poor	X	Remove
TOTAL INCHES TO RECOMPENSE						113

NOTE: SPECIMEN TREE DATA TAKEN FROM THE SPECIMEN TREE STUDY BY ONE BARK ARBORISTS ON 4-4-2023.

TREES IN 60' BUFFER WITH ROOT PLATE OVER EDGE OF BUFFER BOUNDARY	
Description	Size
Sweetgum	6
Pine	6
Pine	6
Pine	7
Pine	8
Pine	8
Pine	8
Pine	8
Pine	10
Pine	10
Pine	10
Pine	10
Pine	11
Pine	11
Pine	12
Pine	12
Pine	12
Poplar	13
Pine	13
Pine	13
Pine	13
Pine	13
Pine	13
Pine	14
Pine	14
Pine	14
Pine	14
Pine	16
Pine poor	16
Pine	20
Total inches affected	341

SPECIMEN TREE RECOMPENSE NOTES:

A TOTAL OF 7 SPECIMEN SIZED TREES WILL BE REMOVED. ONLY 3 TREES ARE CONSIDERED TO BE SPECIMENS FOR A TOTAL OF 113 INCHES. 113 X 3 = 339 INCHES REQUIRED FOR RECOMPENSE

OVERALL TREE DENSITY CALCULATION:

SITE DENSITY FACTOR (SDF) = 130 x SITE AREA
SDF = (8.585 ACRES x 130) = 1,116.05 TDU
SITE WILL MEET DENSITY REQUIREMENTS

CHD LEN=72.90' (RDH)
R=661.09'
ARC LEN=72.94' (RDH)

SURVEY NOTES:

- This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances shown are horizontal ground distances measured in U.S. survey feet (39.37 inches = 1 meter).
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- By graphic plotting only this property Does Not lie within a 100 year flood hazard zone and is depicted as Zone X as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated areas Map Number 13121C0066F, effective date 9/18/2013.
- No building observed on the subject property.
- No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
- The Property has direct vehicular and pedestrian access to Davis Drive, dedicated public right of way, as shown on the survey.
- No wetland delineation markers were observed at the time of the survey.
- No observable evidence of earth moving work, building construction or building additions at the time of the survey.
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REFERENCE DOCUMENTS:

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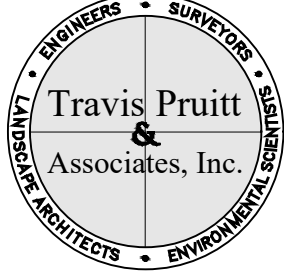
OWNER/DEVELOPER

thePROVIDENCEgroup

Warren Jolly

11340 Lakefield Drive
Building II, Suite 200

Johns Creek, Georgia 30097
Tele: (678) 475-1800



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com

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CITY ARBORIST REQUIRED NOTES

- If there are inconsistencies between any items on these plans the more strict interpretation of those requirements shall be followed. Please contact the City Arborist for any interpretation.
- Prior to initial site opening and inspection City Arborist will be provided with receipts and/or executed contracts showing the required tree care plan has been pre-paid to a reputable tree care company.
- Tree save fence and signage for entire site must be installed, inspected and approved prior to installation of erosion control measures. No land disturbance or demolition is allowed before this inspection and approval has occurred.
- The CRZ of Specimen Trees plus all buffers shall be protected with wire-back tree save fencing with metal support posts or chain link and Tree Save signage.
- Installation of the tree save fence will involve no trenching.
- All existing trees identified for preservation or found within tree save areas must be fully protected during all phases of this project.
- Additional trees along the limits of disturbance with encroachment into the SRP and deemed structurally unsafe by the City Arborist or the Project Arborist may be required to be removed prior to CO.
- All roots encountered 12" or greater during grading or excavating operations shall be clean cut under the direction of an ISA Certified Arborist.
- Any limbs overhanging the LOD that may be ripped, torn, or damaged during construction SHALL be properly pruned under the direction of an ISA Certified Arborist.
- It is the owner's responsibility to maintain the vegetation and remove trash and debris around the perimeter of the project, even if within the public ROW, in accordance with the City of Alpharetta Property Maintenance Codes.
- All approved revisions to the location of the tree save fence need to be coordinated with the land disturbance inspector prior to relocation.

ALPHARETTA LANDSCAPE NOTES

- If there are inconsistencies between any items on these plans the more strict interpretation of those requirements shall be followed. Please contact the City Arborist for any interpretation.
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LOCATION MAP

NOT TO SCALE

SITE DATA:

SITE AREA	8.585 ACRES
ZONING	
EXISTING ZONING	L-1
PROPOSED ZONING	R-10M
ZONING JURISDICTION	ALPHARETTA
DEVELOPMENT TYPE	
TOTAL UNITS	85 TOWNHOMES
TOTAL DENSITY	9.9 U/A

Line Table		
Line #	Length	Direction
L34	9.970	S40° 58' 43.02"E
L32	25.840	N87° 59' 22.44"E
L33	24.950	N48° 59' 16.37"E
L18	35.290	S04° 03' 15.66"W
L19	25.000	S40° 56' 44.34"E
L20	3.260	S49° 03' 17.66"W
L21	8.150	S40° 51' 59.45"E
L22	6.870	S11° 17' 16.45"E
L23	40.430	S33° 07' 46.45"E
L24	119.000	S41° 04' 34.45"E
L25	7.170	N48° 55' 25.55"E
L26	34.060	S40° 36' 30.45"E
L31	6.350	S22° 14' 05.45"E
L27	54.940	S40° 35' 24.45"E
L28	9.870	S49° 03' 03.55"W
L29	106.821	S40° 57' 45.34"E
L30	25.000	S48° 59' 16.37"W

GEORGIA 400 HIGHWAY (R/W VARIES)
(DEED BOOK 26228, PAGE 84)

TREE PROTECTION LEGEND:

STANDARD TREE SAVE FENCE	
REINFORCED TREE SAVE FENCE AT SPECIMEN TREES	
SUPPLEMENTAL EROSION CONTROL SILT FENCE FOR TREE PROTECTION	
LIMITS OF CLEARING	
SPECIMEN TREE TO BE REMOVED	
TREES IN 60' BUFFER	

15 0 30 60 90
GRAPHIC SCALE - IN FEET

SPECIMEN TREE SURVEY

Davis Drive Tract

LAND LOTS 638, 639 & 654 • 1ST DISTRICT • 2ND SECTION •

CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA



For The Firm
Travis Pruitt
&
Associates, Inc.

DATE: 06-30-2023
SCALE: 1" = 30'
CN:22D530CP16
LSV:
JN:
FN:

1 of 2

Tree Survey Table for Specimen Sized Trees						
Tree ID Number	Size (Inches) (DBH)	Type (Common Name)	Condition Description	Condition Summary (Excellent, Good, Fair, or Poor)	Not a Specimen (X)	Saved/Removed
121	45	Tulip Poplar	Poor health, significant decay	Poor	X	Remove
122	49	Tulip Poplar	Fair health, multiple trunks	Fair		Remove
292	32	Tulip Poplar	Good health	Good		Remove
293	32	Tulip Poplar	Good health	Good		Remove
294	24	Black Cherry	Fair health, bifurcated structure, bark inclusion	Poor	X	Remove
295	26	American Elm	Poor health, root damage	Poor	X	Remove
296	27	Winged Elm	Poor health, storm damage	Poor	X	Remove
297	25	Water Oak	Fair health, bifurcated structure, soil impact	Poor	X	Remove
TOTAL INCHES TO RECOMPENSE						113

NOTE: SPECIMEN TREE DATA TAKEN FROM THE SPECIMEN TREE STUDY BY ONE BARK ARBORISTS ON 4-4-2023.

TREES IN 60' BUFFER WITH ROOT PLATE OVER EDGE OF BUFFER BOUNDARY	
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Pine	10
Pine	11
Pine	11
Pine	12
Pine	12
Pine	12
Pine	12
Poplar	13
Pine	13
Pine	13
Pine	13
Pine	13
Pine	13
Pine	13
Pine	14
Pine	14
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SITE DENSITY FACTOR (SDF) = 130 x SITE AREA SDF = (8.585 ACRES x 130) = 1,116.05 TDU	
SITE WILL MEET DENSITY REQUIREMENTS	

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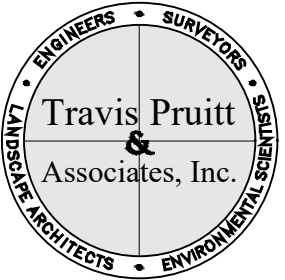
OWNER/DEVELOPER

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Warren Jolly

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Building II, Suite 200

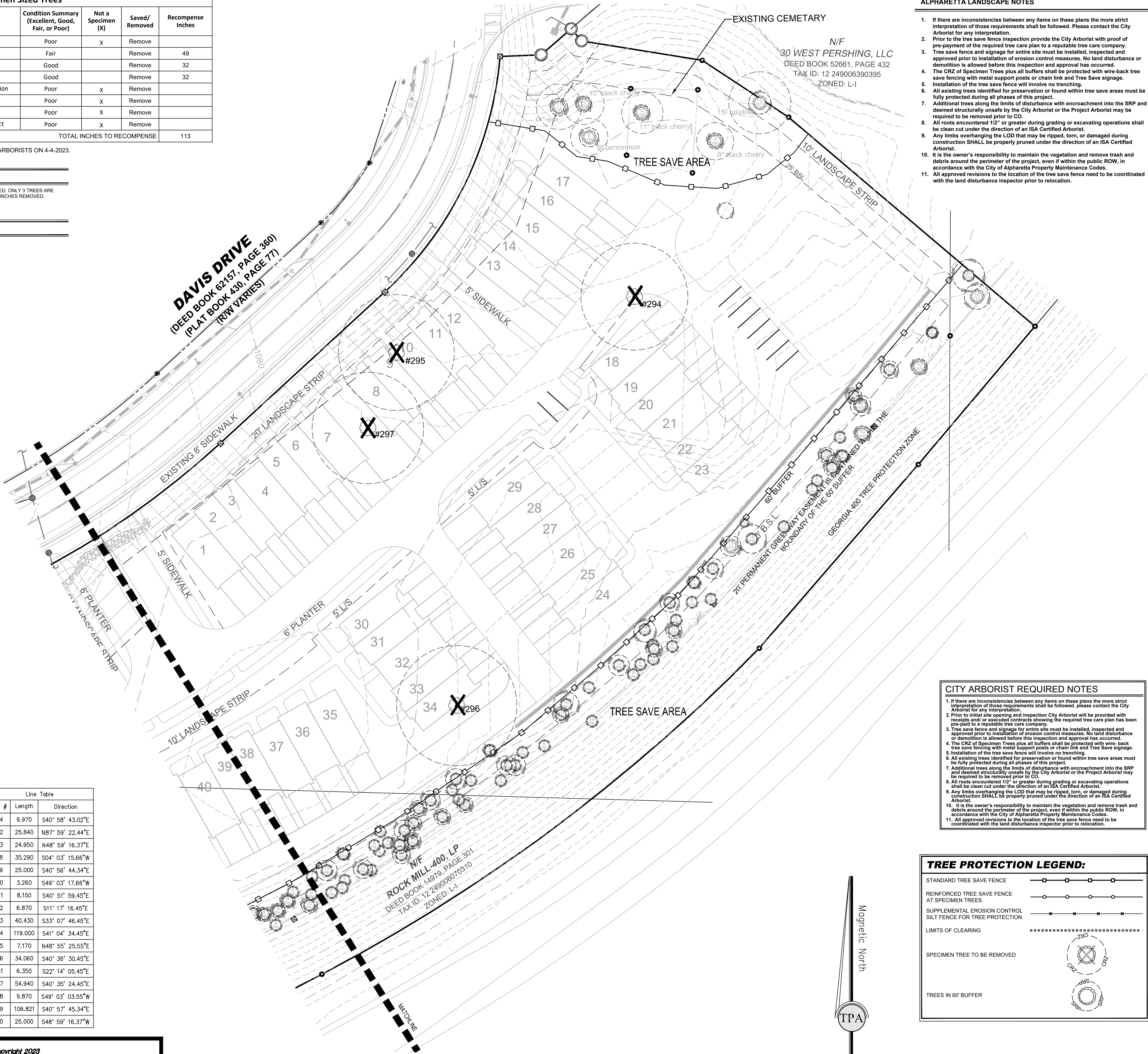
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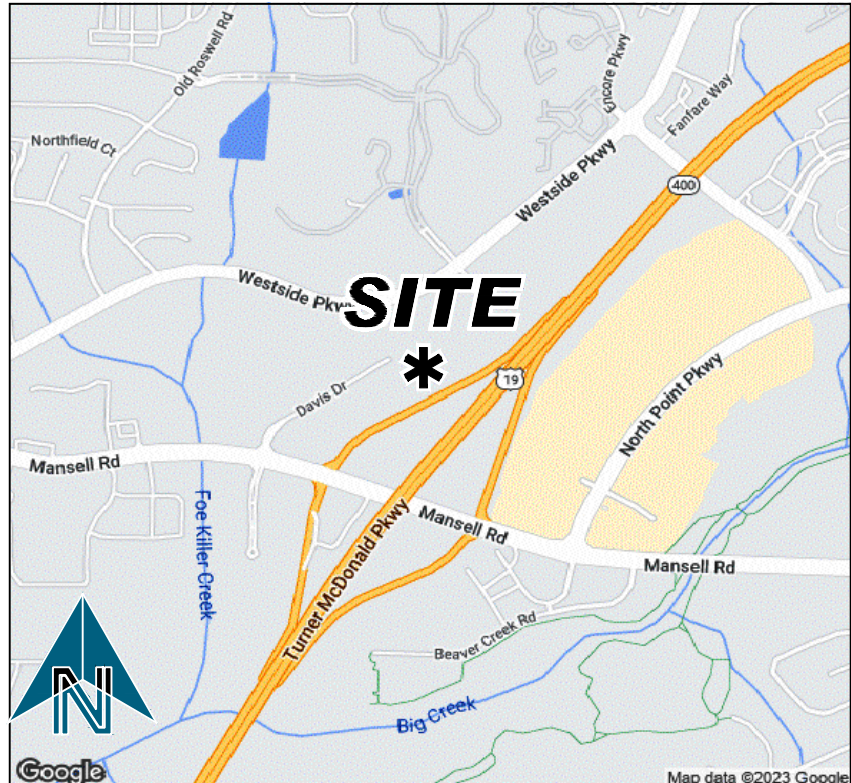


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9. Any limbs overhanging the LOD that may be ripped, torn, or damaged during construction SHALL be properly pruned under the direction of an ISA Certified Arborist.	
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11. All approved revisions to the location of the tree save fence need to be coordinated with the land disturbance inspector prior to relocation.	

TREE PROTECTION LEGEND:	
STANDARD TREE SAVE FENCE	—○—○—○—○—
REINFORCED TREE SAVE FENCE AT SPECIMEN TREES	—○—○—○—○—
SUPPLEMENTAL EROSION CONTROL SILT FENCE FOR TREE PROTECTION	—x—x—x—x—
LIMITS OF CLEARING	
SPECIMEN TREE TO BE REMOVED	
TREES IN 60' BUFFER	



- #### ALPHARETTA LANDSCAPE NOTES
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LOCATION MAP

NOT TO SCALE

SITE DATA:

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EXISTING ZONING	L-1
PROPOSED ZONING	R-10M
ZONING JURISDICTION	ALPHARETTA
DEVELOPMENT TYPE	
TOTAL UNITS	85 TOWNHOMES
TOTAL DENSITY	9.9 U/A

VARIANCES:

- Alpharetta UDC § 2.2.10.D - To reduce the individual units from 20-feet to a 16-foot lot width.
- Alpharetta UDC § 2.10.3.B: Front Building Setback Reduction from a 0-foot Min/10-foot Max. to a 0-foot Min/30-foot Max
- Alpharetta UDC § 2.10.4 - Amend the block requirements to eliminate the requirement for interconnected streets and block requirements; allow dead end streets; and eliminate the requirement for stub out streets;
- Alpharetta UDC § 3.2.8.B.1.a: Side Buffer Reduction from a 50-foot to a 10-foot planted landscape strip.
- Alpharetta UDC § 2.5.4 Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
- Alpharetta UDC § 3.2.2 Allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone for the construction of a retaining wall.

SPECIMEN TREE SURVEY

Davis Drive Tract

LAND LOTS 638, 639 & 654 • 1ST DISTRICT • 2ND SECTION •

CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA



For The Firm
Travis Pruitt
&
Associates, Inc.

DATE: 06-30-2023
SCALE: 1" = 30'
CN:22D530CP1 6
LSV:
JN:
FN:

Community Zoning Information Meeting (CZIM)

June 14, 2023

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

Z-23-07 / V-23-14 / Davis Drive Tract TPG

NAME	ADDRESS	COMMENTS
Vera Mishu	64 ELAN CT, ALPHARETTA, GA 30022	Love it
JAVIER VACA	64 ELAN CT. 30022 ALPHARETTA, GA	

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: 0 Davis Drive (Parcel ID 12 249006070310) Application # Z-23-07 / V-23-12

Contact Name: Alex Brock (Smith, Gambrell, and Russell, LLP) Telephone: 404-815-3603

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

Letters were sent to the property owners noted on the attached list. No feedback has been received to-date. The Applicant will also attend the Community Zoning Information Meeting on June 14, 2023.

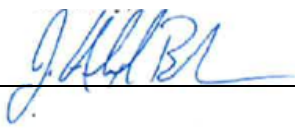
Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

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

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

On May 15, 2023, notice was provided to property owners within 500 feet of the subject property. A copy of that notice letter and the mailing list are included.

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

Signature of Authorized Agent: 

Date: 06.12.23

Print Form

Letter to 500 Foot Property Owners

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



J. Alexander Brock
Direct Tel: 404-815-3603
Direct Fax: 404-685-6903
jabrock@sgrlaw.com

May 12, 2023

Re: 0 Davis Drive (Parcel ID 12 249006070310) Application # Z-23-07 / V-23-12

Dear Neighbor:

Please allow this letter to serve as public notice for a The Providence Group of Georgia's Rezoning and Variance requests involving the property at 0 Davis Drive, Alpharetta, Georgia (Parcel ID 12 249006070310). Their Application to the City of Alpharetta requests the following:

1. A rezoning from Light Industrial (LI) to 'For-Sale' Residential Dwelling (R-10M).
2. Concurrent variances from:
 - a. Alpharetta UDC § 2.2.10.D – To reduce the individual units from 20-feet to a 16-foot lot width.
 - b. Alpharetta UDC § 2.10.3.B: Front Building Setback Reduction from a 0-foot Min/10-foot Max. to a 0-foot Min/30-foot Max
 - c. Alpharetta UDC § 2.10.4 – Amend the block requirements to eliminate the requirement for interconnected streets and block requirements; allow dead end streets; and eliminate the requirement for stub out streets;
 - d. Alpharetta UDC § 2.10.8.C.1: Allow buildings to have a non-street-facing pedestrian entrance;
 - e. Alpharetta UDC § 3.2.8.B.1.a: Side Buffer Reduction from a 50-foot to a 10-foot planted landscape strip.

The Community Zoning Information Meeting (CZIM) for these requests will be held on Wednesday, June 14, 2023 at 6:00 PM in the Multipurpose Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Thursday, July 13, 2023 at 6:30 PM and City Council on Monday, July 24, 2023 at 6:30 PM. The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 404.815.3500 or jabrock@sgrlaw.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Alexander Brock', is written over a light blue rectangular background.

J. Alexander Brock

SGR/42696691.1

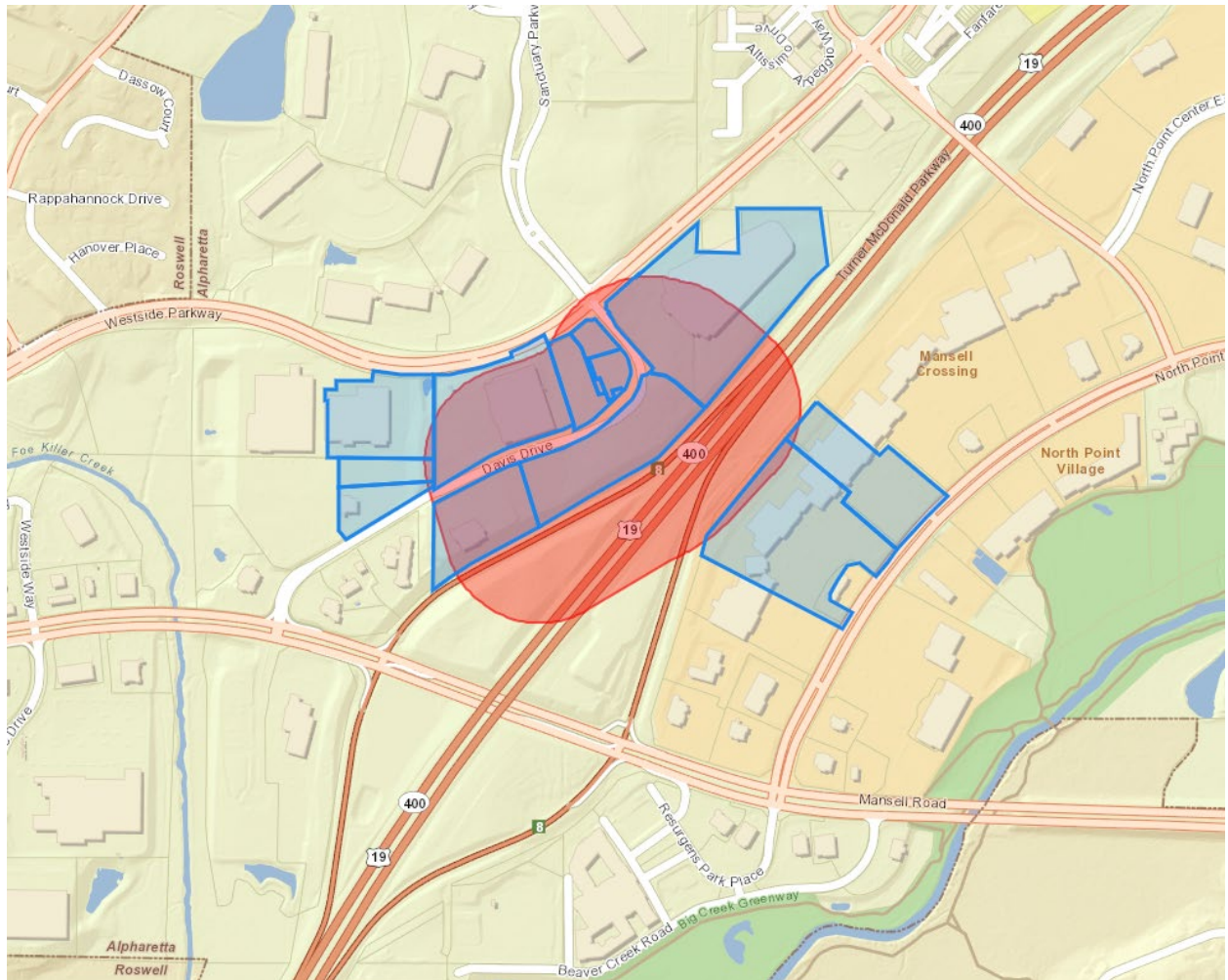
500 Foot Property Owner List



Firm Mailing Book For Accountable Mail

Name and Address of Sender Kylie Thomas Smith, Gambrell & Russell, LLP 1105 West Peachtree Street, NE Suite 1000 Atlanta, GA 30309	Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Hasler 05/15/2023 \$06.00 MIDTOWN POST OFFICE MAY 15 2023 30309-9998 WEST PEACHTREE ST. ATLANTA, GA 30309-9998													
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1.	DAVIS GROUP STORAGE LLC 6728 JAMESTOWN DR ALPHARETTA GA 30005	.60	.54												
2.	30 WEST PERSHING LLC 3520 PIEDMONT RD NE STE 410 ATLANTA GA 30305	.60	.54												
3.	ALPHARETTA SALOON LLC P O BOX 1766 FORT LEE NJ 07024	.60	.54												
4.	PAPPAS RESTAURANTS INC 3520 PIEDMONT RD NE STE 410 ATLANTA GA 30305	.60	.54												
5.	SMGA LLC 635 WEST 7TH ST # S 310 CINCINNATI OH 45203	.60	.54												
6.	ABBINK OPAL D ET AL 8850 RIVER TRC DULUTH GA 30097	.60	.54												
7.	CENTRO WATT OPERATING PTNRSHIP TWO LLC P.O. BOX 4900 DEPT 124 SCOTTSDALE AZ 85261-4900	.60	.54												

8.	HDX LLC 8850 RIVER CHASE DR DULUTH GA 30097	.60	.54												
9.	ROCK MILL 400 L P 5314 DUNWOODY CLUB CREEK ATLANTA GA 30360	.60	.54												
10.	ALPHARETTA FAMILY SKATE CENTER 10800 DAVIS DR ALPHARETTA GA 30004	.60	.54												
11.		.60	.54												
12.		.60	.54												
13.		.60	.54												
14.		.60	.54												
15.		.60	.54												
16.		.60	.54												



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



J. Alexander Brock
Direct Tel: 404-815-3603
Direct Fax: 404-685-6903
jabrock@sgrlaw.com

June 13, 2023

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

Re: Application of The Providence Group of Georgia for ±8.565 acres of land located along the southern right-of-way of Davis Drive to rezone the tract from LI to R-10M and to secure six (6) variances from Sections 2.2.10.D, 2.5.4, 2.10.3.B, 2.10.4, 3.2.2 and 3.2.8.B.1.a of the City of Alpharetta Unified Development Code and the Northpoint Overlay District; which tract is located in Land Lots 638, 639, 849, and 654, First District, Second Section, Fulton County, Georgia (Parcel ID number 12 249006070310)

Dear Ms. Cook:

Please accept this letter as the Letter of Intent of my client, The Providence Group of Georgia ("TPG") in support of the above referenced Applications.

As you know I represent TPG in its effort to develop a total of 85 "for-sale" residential townhome units, at a density of 9.9 units per acre. A Site Plan by Travis Pruitt & Associates (TPA) dated June 13, 2023 more particularly details the nature of the intended project. The Applicant envisions a mix of unit sizes that will range from 1,694 to 2,200 square feet. The townhomes will be 2 to 3-bedroom units with 2½ or 3½ baths. Also, each unit will have an attached garage for one to two cars with driveways which will be 18 feet in length. Additionally, there will be 23 guest parking spaces on site.

The Subject Property is zoned Light Industrial ("LI") and is also located within the North Point Overlay district. The Applicant seeks to rezone the Subject Property to the 'For-Sale' Residential Dwelling district ("R-10M") to allow the 85 unit townhome development. The R-10M district allows for-sale, attached residential at a density of up to 10 units per acre. Also, as a consequence of being within the North Point Overlay, there are a number of additional design elements which are to be incorporated into the proposed development. The Proposed Design

Error! Unknown document property name.
SGR/42644857.2

will include 20-foot wide streetscape adjacent to the existing 8-foot wide sidewalk along the Davis Drive frontage. The proposed development will meet the North Point Overlay requirements for open space by providing 1.10 acres of landscaped civic space and 0.45 acres of amenity area. The Proposed Development will also include a large section of natural area adjacent to the Georgia State Route 400 (“GA-400”) right-of-way. In addition to the onsite improvements, the proposed design contemplates the protection of an existing cemetery in the northeast corner of the property. The Applicant will take precautions in its design to limit disturbance around the cemetery. Finally, the development will incorporate a number of sustainable design features in accordance with the North Point Overlay EcoDistrict requirements, which features total 7 EcoDistrict points.¹ Thus the ultimate goal is to create an ecofriendly redevelopment in compliance with the City’s vision for the North Point Overlay. This development represents an opportunity for upscale, for-sale housing in an area that is devoid of such options.

These improvements require the following approvals:

1. Rezoning of the Property from LI to R-10M.
2. Concurrent variances from certain sections of the City of Alpharetta Unified Development Code and North Point Overlay requirements occasioned by factors peculiar to the Subject Property. The development will need the following variances from:
 - a. Alpharetta UDC § 2.2.10.D – To reduce the individual units from 20-feet to a 16-foot lot width.
 - b. Alpharetta UDC § 2.5.4 Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
 - c. Alpharetta UDC § 2.10.3.B: Front Building Setback Reduction from a 0-foot Min/10-foot Max. to a 0-foot Min/30-foot Max
 - d. Alpharetta UDC § 2.10.4 – Amend the block requirements to eliminate the requirement for interconnected streets and block requirements; allow dead end streets; and eliminate the requirement for stub out streets;
 - e. Alpharetta UDC § 3.2.2 Allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone for site grading and the construction of a retaining wall.
 - f. Alpharetta UDC § 3.2.8.B.1.a: Side Buffer Reduction from a 50-foot to a 10-foot planted landscape strip.

¹ Alpharetta UDC § 2.10.11.B requires a minimum of 7 points for new construction.

A. Relevant Background Information

In the mid-2000s the City of Alpharetta conducted its first LCI review of the North Point Area, which culminated in the 2008 North Point LCI. The plan then designated the area along Davis Drive, as a “Mixed Use Commercial Center.” However, the LCI area remained predominantly commercial with residential uses west of GA-400 to create a desirable mixed-use environment. In fact, since the adoption of the 2008 LCI, the Mall and much of the surrounding commercial uses have experienced a decline, not just due to internet sales, but due to the successful redevelopment of downtown Alpharetta and Avalon, both of which rely heavily on integrated residential uses.

In 2017, the city reevaluated the LCI area and identified problems with the growth of the Mall area noting that it “lacks integration of retail and residential uses” with “poor walkability” and that it “does not relate well with greenway or open spaces.” Paramount to meeting the goals of walkability and a mix of uses, the LCI area must develop quality residential uses to supplement and reinvigorate the existing commercial ones. Furthermore, since 89.9% of the 7000 workers within the LCI area live outside of it, a reduction of automobile usage will require such residential opportunities.

The Subject Property is ideally located for the type of community sought after by contemporary consumers and residents within close proximity to employment, retail, restaurants, and entertainment. The site is located in close proximity to major employment centers along Mansell Road and nearby Hembree Road, as well as the adjacent Sanctuary Park office park. Sanctuary Park is a nine-building workplace situated on an activated 150-acre nature preserve and located less than 1000 feet from the Subject Property across Westside Parkway. The property is also near multiple restaurant and retail uses, including Papadeaux Seafood Kitchen, Ray’s at Killer Creek, On the Border, Miller Ale House, and Sam’s Club. Also within walking distance are several entertainment venues, including Top Golf, an entertainment and dining venue that is located immediately to the east; the Cooler, a family ice skating center located directly across Davis Drive from the property; and Main Event Entertainment², which is a little more than 500-feet west of the proposed townhomes. In addition, the property is less than $\frac{3}{4}$ of a mile from the Ameris Bank Ampitheater at Encore Park.

The centralized location close to employment centers lends itself to higher-density housing options that attract the professionals employed in the area. The housing preference of many modern professionals is one that is in close proximity to retail, restaurant, and recreational uses. The Subject Property offers a golden opportunity to further the intent of the North Point LCI by adding higher density residential into this predominantly commercial area.

² Main Event offers dining and variety of activities like laser tag, gravity ropes, arcade games, and billiards.

B. Phasing

The project shall not be phased.

C. EcoDistrict Points

The North Point Overlay District requires all new development to obtain minimum point values as outlined in UDC § 2.10.11. Redevelopment of vacant land requires a minimum of 7 points. The design elements in the proposed development will earn a total of 7 EcoDistrict points. Those design elements include (the item numbers below correspond to those listed under § 2.10.11.D):

4) Building Energy Measures (3 points)

The proposed development's new building construction will demonstrate an average of 10% improvement over the city's current energy code. An energy model will be provided to ensure compliance with the requirement. The project is requesting the available 3-pts for this measure.

6) Building Water Efficiency Measure (2 points)

The proposed development's new building construction will incorporate fixtures and other measures to reduce indoor water by at least 20% than a typical building.³

13) Enhanced Bicycle Amenities Measure (1 point)

This project proposes to include bicycle amenities to encourage the use of alternative transportation. The project proposes to include a bicycle repair center open to the public and supplemental bicycle parking throughout the subdivision.

14) Alternative Transportation Measure (1 point)

The development will include one dedicated ride-sharing space for the exclusive use of passengers arriving by taxi, ride-sharing, or shuttle.

D. Trip Generation

The proposed development will not overly burden existing streets or transportation facilities. The Applicant used the Institute of Traffic Engineers (ITE) Trip Generation Manual (Ninth Edition), to calculate vehicle trips for the proposed development. 85 townhomes are expected to generate 37.4 trips during the AM weekday peak hour, 44.2 trips during the PM

³ "Baseline water usage shall be determined based on fixtures per the Energy Policy Act of 1992 and subsequent rulings by the United States Department of Energy or a similar method approved by the Director of Community Development." *See Alpharetta UDC § 2.10.11.D.6.*

weekday peak hour, and 493.85 total trips on a weekday. The site has quick access via Davis Drive to both Mansell Road and Westside Parkway, both of which are minor arterials⁴, and is approximately ½ mile from the on-ramp to GA-400. The Applicant is not aware of any capacity issues and it is anticipated that all of the adjacent and nearby roadways should easily handle the minor amount of traffic generated by the proposed project.

E. Schools

The school-age children living in the residences will attend Manning Oaks Elementary School; Northwestern Middle School; and Milton High School. Manning Oaks Elementary is listed as under capacity. Northwestern Middle School and Milton High School are over capacity. The proposed townhomes, however, are not expected to overly-burden local schools since the target market for townhome residential is younger professionals or empty nesters, which are demographics that tend not to have school-age children.

F. Standards for Zoning Changes

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

Response: Yes. Residential growth at higher densities is a key component of plans for the west side of GA-400. The property also is located within the North Point Activity Center LCI, which envisions a mixed-use walkable environment with an emphasis on sustainability, greenspace and connectivity. If approved, conditions are recommended that further the concepts of an EcoDistrict.

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

Response: No. The proposed residential use is completely compatible with the surrounding entertainment, restaurant, retail and office uses. Also, the incorporation of appropriate screening and adequate on-site buffering there should be no adverse impact upon, or from, adjacent or nearby property.

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

Response: No. The proposal is sensitive to the environmental constraints of the site and will implement many environmentally sensitive measures. The Applicant has taken steps to limit its impacts on the natural environment, including minimizing impacts to the adjacent tree

⁴ Per the Georgia Department of Transportation Roadway Classification Map. See the GDOT website at: <https://itos.maps.arcgis.com/apps/webappviewer/index.html?id=962a2591f91a4303aeafe016ba8db96b>

canopy.⁵

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

Response: The area's growth has transitioned away from Light Industrial and is currently developed with a number of entertainment, restaurant, retail and office uses. Consequently, the subject property is better suited for a residential use that compatible with the surrounding development, than many of the uses allowed under the current LI district.

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

Response: No. The proposed change in use from light industrial to residential would generate a greater demand upon public facilities and services, such as parks, recreational programs, and schools. However, the proposed townhomes location in proximity to employment, restaurants, and entertainment is expected to lower vehicular dependence for the future residents.

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

Response: Yes. The new LCI objectives recognize the desirability of mixed uses to include residential options.

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

Response: Yes. The request to change the use of the property from light industrial to residential reflects a reasonable balance, if conditions are included that further the concept of the area becoming an EcoDistrict.

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

Response: See response to (d) above.

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

⁵ The initial site design included 20-feet of impacts into the GA-400 buffer. The Applicant has redesigned the site to move the proposed retaining wall out of the buffer.

Response: The City of Alpharetta's Future Land Use Map designates the property as being within the Mixed Use land use. The City of Alpharetta Horizon 2040 Comprehensive Plan ("Comprehensive Plan") envisions development within the Mixed Use land use as a mix of residential, commercial, and office. Although the development is strictly residential, it is within walking distance to many commercial and office uses that are compatible with higher density residential. The Proposed Development also furthers the following specific goals of the Comprehensive Plan:

LU Strategy 8.1: Allow mixed use patterns that will create activity nodes in appropriate areas, as established by the Future Development Map, that provide jobs and services within walking distance of residences, preserve open spaces, and make public transportation more effective.

LU Strategy 8.4: Establish varying levels of mixed use development densities, through overlay districts or other means, such that the highest densities of office, retail and residential development will be located along the GA-400 corridor.

LU Strategy 10.1: Allow mixed use patterns that will create activity nodes in appropriate areas near or within existing suburban office developments.

G. Variance Review Criteria

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

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

Response: The Subject Property's shape is long and narrow which hampers its efficient layout. Additionally, it contains a cemetery which must remain undisturbed and the property is bordered to the front and rear by right-of-way, all of which further impacts the layout and limits the buildable area.

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

Response: The particular features associated with the property, the presence of a cemetery, its narrow shape and being bounded by two rights-of-way, along with the requirements of the LCI creates a hardship which necessitates these variances.

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

Response: The existence of two road frontages, one of which is GA-400; as well as the presence of a cemetery are unique to this tract. The combination of these factors force the units to be clustered on a much smaller part of the tract. Also, the reduction of minimum lot width from 20' to 16' is required to provide a variety of unit types to appeal to a broader spectrum of potential residents.

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

Response: Establishing measures and standards to transform North Point into a livable and highly sustainable mixed-use EcoDistrict will be effective in helping achieve the placemaking, branding, and asset repositioning goals outlined in the LCI and Overlay. This EcoDistrict incorporates strategies and goals to best manage the area's existing assets and natural resources while establishing targets for improving the area's economic vitality and environmental health. Towns and cities nationwide are driving economic development and achieving their placemaking goals through detailed EcoDistrict planning and practices that integrate land use, transportation, and environmental planning with high performance infrastructure, buildings, landscapes and urban design. In other words, an EcoDistrict approach seeks to foster harmony and interaction between people and nature.

H. Requested Conditions

- 1) The property shall be developed substantially in accordance with the plans by Travis Pruitt & Associates dated June 13, 2023.
- 2) Single attached lots will have a minimum lot width of 16' exclusive of public street rights-of-way.
- 3) Each unit shall contain a minimum of 1,600sf.
- 4) A minimum replanted 20' landscape strip will be installed and maintained along Davis Drive.
- 5) The units should have driveways that are a minimum of 18' between garage and back of sidewalk, where present, or roadway.
- 6) Minimum parking requirements for each townhome unit shall be met within the associated garage and driveway.
- 7) Elevations and architectural treatment will include cementitious siding and brick, board and batten. The elevations will show the variation in the façade and the massing of the units.

- 8) The project provides approximately 0.45 acres of amenity space ($\pm 5.2\%$ of total site) and ± 1.10 acres of civic space ($\pm 12.8\%$ of the total site).
- 9) The requested internal streets shall be as shown on the Site Plan, with slight modifications to avoid site conditions if needed.
- 10) To accommodate fire vehicle access alley will be at least 20' with 16' paved and no dead ends exceeding 150' to provide fire access.
- 11) Site will have vehicular access from Davis Drive only.
- 12) No more than 10% of the residential units will be permitted to be rented, as recorded in the HOA's declarations and covenants.
- 13) New utilities interior to the site will be placed underground.

I. Preservation of Rights

It is the position of the Applicant that the Alpharetta Zoning Ordinance, in limiting the property to the uses allowed in the current zoning is unconstitutional in that it destroys the marketability of the property and renders the property economically unfeasible, and such zoning therefore constitutes a taking of property without just and adequate compensation and without due process of law in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States, as well as Article 1, Section 1, Paragraph 1; Article 1, Section 3, Paragraph 1(a); and Article 3, Section 6, Paragraph 2 of the Constitution of the State of Georgia (1983). To zone this property with any intervening conditions less than requested would be unconstitutional, would render the property unusable and would constitute the taking of Applicant's property without just and adequate compensation and without due process of law in violation of the provisions of the United States and Georgia Constitutions cited in this paragraph. The same effect would occur by imposing conditions in restraint of trade, or onerous, burdensome, unconstitutional, or unnecessary conditions on the property. The denial of this request would bear no reasonable relation to the health, safety, morals or welfare of the public.

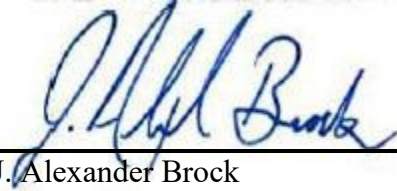
CONCLUSION

The Applicant respectfully requests that the Alpharetta City Council grant the requested rezoning and the variances as submitted. We very much look forward to working with you, your staff, and the Council towards development of an excellent project.

[Signature on Following Page]

City of Alpharetta, Georgia
June 13, 2023
Page 10

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Alexander Brock", is positioned above a solid black horizontal line.

J. Alexander Brock

JAB/jab

cc: Warren Jolly
Clint Walters

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: The Providence Group, LLC, c/o J. Alexander Brock Telephone: 404-815-3603
(Smith, Gambrell, and Russell, LLP)

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

City Atlanta State: GA Zip: 30092 Fax: 404-685-6903

Mobile Tel: 404-815-3603 Email: jabrock@sgrlaw.com

Subject Property Information:

Address: 0 Davis Drive Current Zoning: L-1

District: 12 Section: _____ Land Lot: 638 & 639 Parcel ID: 12 249006070310

Proposed Zoning: R-10M Current Use: undeveloped

This Application For (Check All That Apply):

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

APPLICANT REQUEST AND INTENT

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

See attached Statement of Intent.

Applicant's Request (Please itemize the proposal):

See attached Statement of Intent.

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

See attached Statement of Intent.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Brent Davis (Authorized Agent for DG Land, LLC) Telephone: 770-680-2721

Address: 6728 Jamestown Drive Suite:

City Alpharetta State: GA Zip:

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Alex Brock Telephone: 404-815-3603

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

City Atlanta State: GA Zip: 30092

So Sworn and Attested:

Applicant Signature:  Date: 5.1.2023
Alex Brock (Smith, Gambrell, and Russell, LLP)

Notary:

Notary Signature:  Date: 5/1/23



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Brent Davis Telephone: 770-680-2721
(Authorized Agent for DG Land, LLC)
Address: 6728 Jamestown Drive Suite: _____
City Alpharetta State: GA Zip: _____

Authorization:

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: The Providence Group of Georgia, LLC Telephone: 404-815-3603
(c/o Alex Brock Smith, Gambrell & Russell, LLP)
Address: 1105 W. Peachtree Street NE Suite: 1000
City Atlanta State: GA Zip: 30309

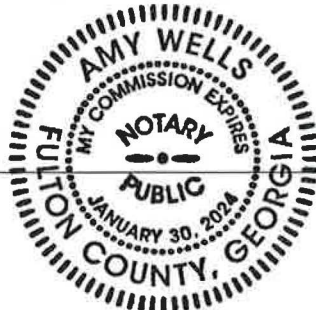
So Sworn and Attested:

Owner Signature: [Signature] (Authorized Agent for DG Land, LLC))

Date: 4-27-23

Notary:

Notary Signature: [Signature]



Date: 4/27/23

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Brent Davis (Authorized Agent for DG Land, LLC) Telephone: 770-680-2721

Address: 6728 Jamestown Drive Suite: _____

City Alpharetta State: GA Zip: _____

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: CLINT WALTERS, SECRETARY Telephone: 678-475-1800
(The Providence Group of Georgia, LLC)

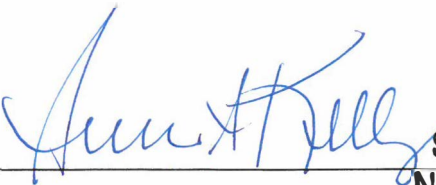
Address: 11340 Lakefield Drive Suite: 140

City Johns Creek State: GA Zip: 30097

So Sworn and Attested:

Owner Signature:  Date: 4/28/23

Notary:

Notary Signature:  Date: 4/28/23
Susan S Kelley
NOTARY PUBLIC

Forsyth County, GEORGIA
My Commission Expires 10/17/2025

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: J. Alexander Brock (Smith, Gambrell, and Russell, LLP)

Subject Public Hearing Case: Davis Drive Rezoning

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

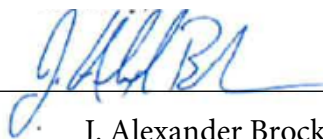
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____



J. Alexander Brock (Smith, Gambrell, and Russell, LLP)

Date: 5.1.2023

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Kathryn M. Zickert (Smith, Gambrell, and Russell, LLP)

Subject Public Hearing Case: Davis Drive Rezoning

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Kathryn M Zickert

Kathryn M. Zickert (Smith, Gambrell, and Russell, LLP)

Date: 5.1.2023

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Dennis J. Webb, Jr. (Smith, Gambrell, and Russell, LLP)

Subject Public Hearing Case: Davis Drive Rezoning

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____



Dennis J. Webb, Jr. (Smith, Gambrell, and Russell, LLP)

Date: 5.1.2023

DISCLOSURE FORM

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

Name of Applicant or Opponent: Kirk Fjelstul (Smith, Gambrell, and Russell, LLP)

Subject Public Hearing Case: Davis Drive Rezoning

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

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Signature: _____



Kirk Fjelstul (Smith, Gambrell, and Russell, LLP)

Date: 5.1.2023

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Brent Davis (Authorized Agent for DG Land, LLC)

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

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

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

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

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

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

Campaign Contribution Information:

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

Signature: 
(Authorized Agent for DG Land, LLC)

Date: 4-27-23

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Clint Walters, Secretary (The Providence Group of Georgia, LLC)

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Description of Contribution: N/A Value: _____

Campaign Contribution Information:

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

Signature: Clint Walters, Secretary
Clint Walters, Secretary (The Providence Group of Georgia, LLC)

Date: 4/28/22

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

See Statement of Intent.

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

See Statement of Intent.

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

See Statement of Intent.

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

See Statement of Intent

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

See Statement of Intent.

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

See Statement of Intent.

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

See Statement of Intent.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Davis Drive Rezoning

Contact Name: Alex Brock (Smith, Gambrell, and Russell, LLP) Telephone: 404-815-3603

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

See attached Property Owner Mailing List.

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

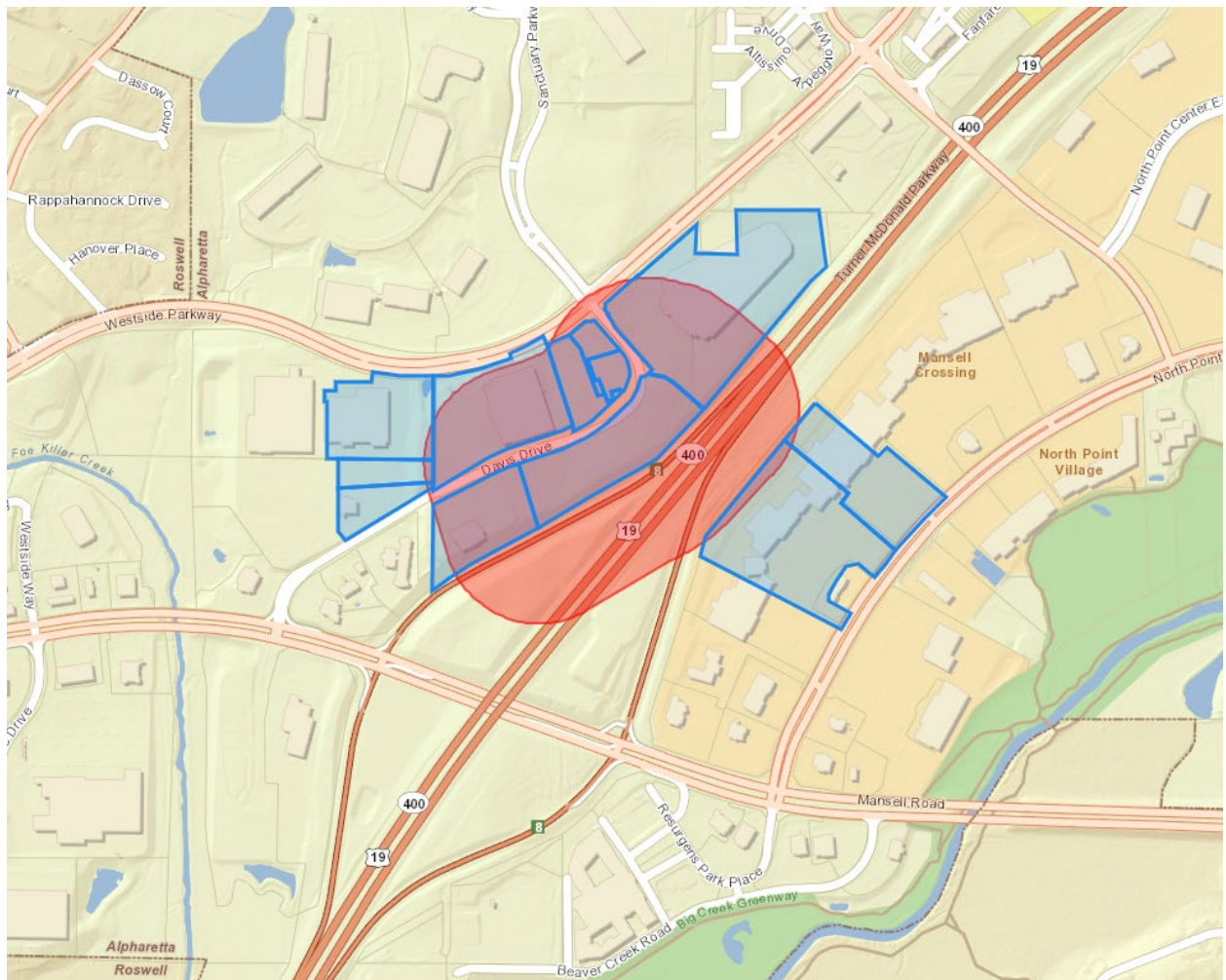
- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

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

The Applicant will provide its contact information in the notification letters.

500' Property Owner Mailing List

	Owner Name	Address	City, State, Zip
12 249006070310	ROCK MILL 400 L P	5314 DUNWOODY CLUB CREEK	ATLANTA GA 30360
12 249006391062	DAVIS GROUP STORAGE LLC	6728 JAMESTOWN DR	ALPHARETTA GA 30005
12 238006070487	ALPHARETTA SALOON LLC	P O BOX 1766	FORT LEE NJ 07024
12 250006540211	SMGA LLC	635 WEST 7TH ST # S 310	CINCINNATI OH 45203
12 250006550293	CENTRO WATT OPERATING PTNRSHIP TWO LLC	P.O. BOX 4900 DEPT 124	SCOTTSDALE AZ 85261-4900
12 238006070222	HDX LLC	8850 RIVER CHASE DR	DULUTH GA 30097
12 249006060303	ALPHARETTA FAMILY SKATE CENTER	10800 DAVIS DR	ALPHARETTA GA 30004
12 249006390395	30 WEST PERSHING LLC	3520 PIEDMONT RD NE STE 410	ATLANTA GA 30305
12 249006070344	PAPPAS RESTAURANTS INC	3520 PIEDMONT RD NE STE 410	ATLANTA GA 30305
12 237006060407	ABBINK OPAL D ET AL	8850 RIVER TRC	DULUTH GA 30097
12 249006391187	ROCK MILL 400 L P	5314 DUNWOODY CLUB CREEK	ATLANTA GA 30360
12 249006391195	ROCK MILL 400 L P	5314 DUNWOODY CLUB CREEK	ATLANTA GA 30360



PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

To find the Point of Beginning commence at a 1/2 inch rebar found at the northeastern end of the southeastern right of way line Westside Parkway (right of way width varies) and northeastern right of way line of Davis Drive (right of way width varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: South 04 degrees 03 minutes 16 seconds West a distance of 35.29 feet to a point, South 40 degrees 56 minutes 44 seconds East a distance of 25.05 feet to a point, South 49 degrees 03 minutes 18 seconds West a distance of 3.26 feet to a point, South 40 degrees 51 minutes 59 seconds East a distance of 8.15 feet to a right of way monument found, South 11 degrees 17 minutes 16 seconds East a distance of 6.87 feet to a disc found, South 33 degrees 07 minutes 46 seconds East a distance of 40.43 feet to a right of way monument found, South 41 degrees 04 minutes 34 seconds East a distance of 119.00 feet to a right of way monument found, North 48 degrees 59 minutes 26 seconds East a distance of 7.17 feet to a right of way monument found, South 40 degrees 36 minutes 30 seconds East a distance of 34.08 feet to a right of way monument found, South 22 degrees 14 minutes 00 seconds East a distance of 6.35 feet to a right of way monument found, South 40 degrees 36 minutes 34 seconds East a distance of 54.84 feet to a right of way monument found, South 49 degrees 03 minutes 04 seconds West a distance of 8.87 feet to a right of way monument found, South 40 degrees 57 minutes 49 seconds East a distance of 109.82 feet to a point, South 48 degrees 59 minutes 16 seconds West a distance of 25.05 feet to a 1/2 inch rebar set, said point being the Point of Beginning.

From the Point of Beginning, as thus established, leaving Davis Drive and proceeding South 40 degrees 58 minutes 43 seconds East a distance of 9.07 feet to a 1/2 inch rebar set, thence South 80 degrees 48 minutes 36 seconds East a distance of 76.64 feet to a 1/2 inch rebar found, thence South 56 degrees 37 minutes 27 seconds East a distance of 64.98 feet to a 1/2 inch rebar found, thence South 49 degrees 40 minutes 17 seconds East a distance of 202.74 feet to a 1/2 inch rebar found on the northeastern right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 40 degrees 08 minutes 30 seconds West a distance of 113.45 feet to a 1/2 inch rebar found, South 40 degrees 51 minutes 36 seconds West a distance of 152.83 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1,095.91 feet and an arc length of 343.80 feet (said curve having a chord bearing of South 53 degrees 17 minutes 58 seconds West and a chord distance of 342.38 feet) to a 1/2 inch rebar found and South 62 degrees 17 minutes 58 seconds West a distance of 565.59 feet to a 1/2 inch rebar found, thence leaving Georgia Highway 400 and proceeding North 27 degrees 38 minutes 58 seconds West a distance of 402.33 feet to a 1/2 inch rebar set on the southeastern right of way line of Davis Drive (right of way varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: along a curve to the right with a radius of 661.09 feet and an arc length of 72.54 feet (said curve having a chord bearing of North 71 degrees 58 minutes 46 seconds East and a chord distance of 72.90 feet) to a right of way monument found, North 74 degrees 19 minutes 28 seconds East a distance of 347.90 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 529.35 feet and an arc length of 253.63 feet (said curve having a chord bearing of North 60 degrees 50 minutes 45 seconds East and a chord distance of 251.30 feet) to a right of way monument found, North 47 degrees 22 minutes 02 seconds East a distance of 139.82 feet to a right of way monument found, along a curve to the left with a radius of 227.05 feet and an arc length of 168.55 feet (said curve having a chord bearing of North 26 degrees 05 minutes 50 seconds East and a chord distance of 164.71 feet) to a right of way monument found, North 87 degrees 59 minutes 22 seconds East a distance of 25.84 feet to a 1/2 inch rebar set and North 48 degrees 59 minutes 18 seconds East a distance of 24.85 feet to the Point of Beginning.

Being the same property as described in this Survey relied upon information contained within a Title Commitment number 23-CIT-AC-6273 prepared by Fidelity National Title Insurance Company, with an effective date of March 19, 2023.

SURVEY NOTES:

- This plot was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances shown are horizontal ground distances measured in U.S. survey feet (20.37 inches = 1 meter).
- The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West Zone.
- By graphic plotting only this property Does Not lie within a 100 year flood hazard zone and is depicted as Zone X as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated areal Map Number 13121C0066F, effective date 9/18/2013.
- No building observed on the subject property.
- No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
- The Property has direct vehicular and pedestrian access to Davis Drive, dedicated public right of way, as shown on the survey.
- No wetland delineation markers were observed at the time of the survey.
- No observable evidence of earth moving work, building construction or building additions at the time of the survey.
- No observable evidence or proposed changes in right of way made available to the surveyor.
- No observable evidence of recent street or sidewalk construction or repairs.

- There may be underground utilities not shown on this survey.
- A portion of the planimetric data depicted herein is derived from aerial imagery. This data set was tested to meet ASPRS (American Society of Photogrammetry and Remote Sensing) Professional Accuracy Standards for Digital Geospatial Data (2014) for a 2.5 (cm) RMSEs and RMSEs Horizontal Accuracy Class. Based on Approximate GSD (Ground Sampling Distance) of 2.14 cm, equating to 6.14 cm or 95% confidence level.

REFERENCE DOCUMENTS:

- ALPHARETTA Land Title Survey of Site performed by Travis Pruitt & Associates on 4-13-2023.

OWNER/DEVELOPER

thePROVIDENCEgroup

Warren Jolly

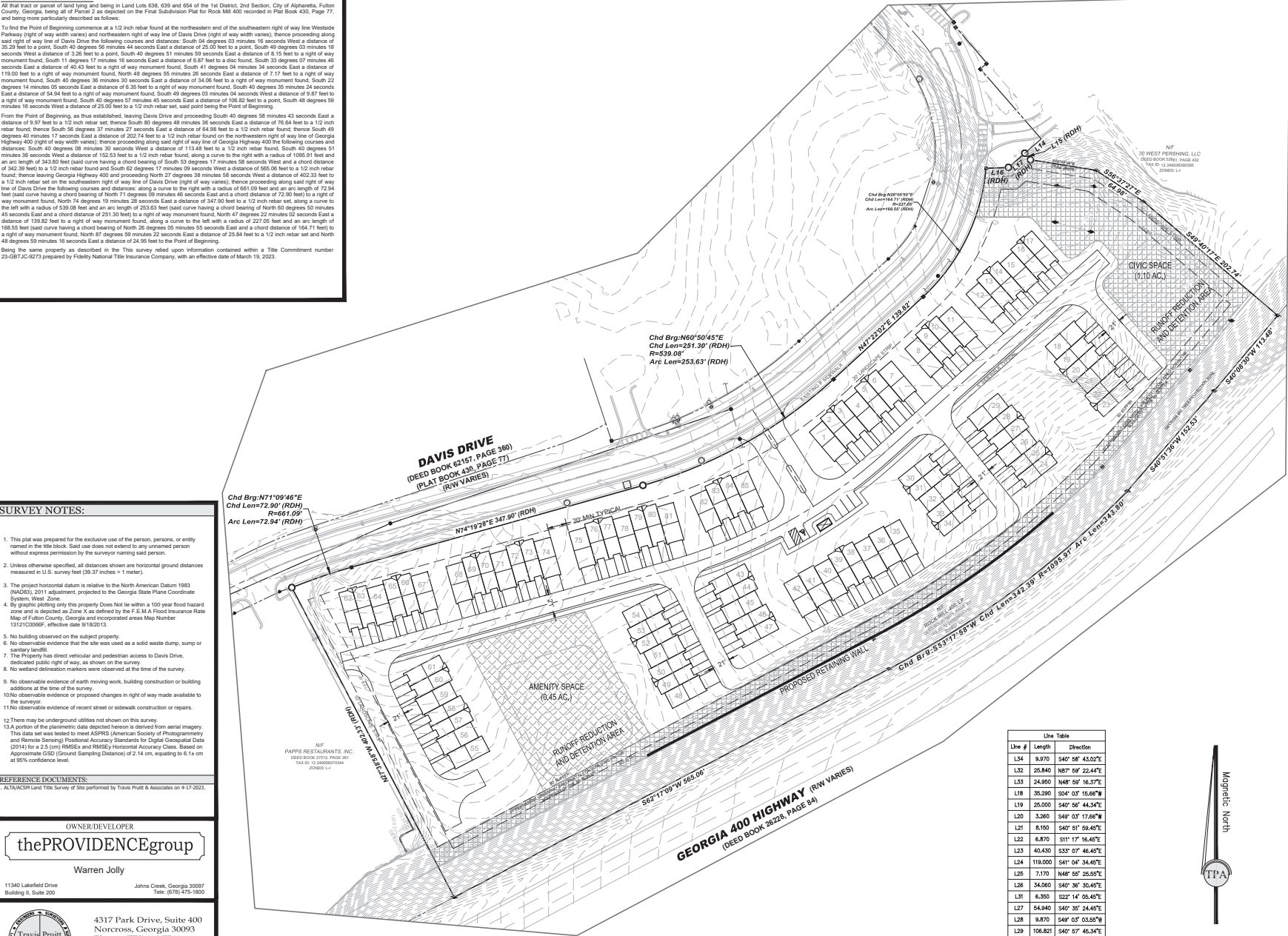
11340 Lakefield Drive
Building B, Suite 200
Johns Creek, Georgia 30097
Tel: (770) 475-1800



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

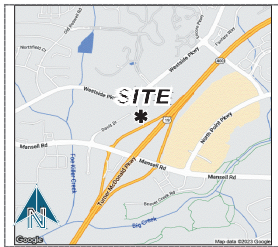
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Travis Pruitt & Associates, Inc.

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.



Line Table		
Line #	Length	Direction
L34	9.970	S40° 58' 43.02"E
L32	25.840	N87° 59' 22.44"E
L33	24.960	N48° 59' 16.37"E
L18	35.280	S04° 03' 15.66"W
L19	25.000	S40° 56' 44.34"E
L20	3.280	S40° 03' 17.66"W
L21	8.150	S40° 51' 59.49"E
L22	6.870	S11° 17' 16.40"E
L23	40.430	S33° 07' 46.40"E
L24	119.000	S41° 04' 34.40"E
L25	7.170	N48° 56' 25.05"E
L26	34.060	S40° 36' 30.40"E
L31	6.350	S22° 14' 05.40"E
L27	64.940	S40° 35' 24.40"E
L28	8.870	S49° 03' 03.00"E
L29	106.620	S40° 57' 46.34"E
L30	25.000	S48° 59' 16.37"E

25 0 50 100 150
GRAPHIC SCALE - IN FEET



LOCATION MAP
NOT TO SCALE

SITE DATA:

SITE AREA	8.585 ACRES
ZONING	L1
EXISTING ZONING	R-10M
ZONING JURISDICTION	ALPHARETTA
DEVELOPMENT TYPE	85 TOWNHOMES
TOTAL UNITS	9.9 U/A
DEVELOPMENT STANDARDS	
FRONT YARD	NO MIN. 30' MAX.
REAR YARD	50 FEET
SIDE YARD	25 FEET
MINIMUM BUILDING SEPARATION	20 FEET
MINIMUM LOT WIDTH	16 FEET
PROPOSED OVERALL IMPERVIOUS %	60%
MAXIMUM BUILDING HEIGHT	35 FEET
BUFFERS & LANDSCAPE STRIPS	
FRONT	20' LANDSCAPE STRIP
SIDE	10' LANDSCAPE STRIP
REAR	60' GA 400 BUFFER
OPEN SPACE	
CIVIC SPACE REQUIRED	10% + 1% PER U/A OVER 8 U/A = 11.9%
PROVIDED	11.9% X 8.585 AC = 1.022 AC
AMENITY SPACE REQUIRED	5%
PROVIDED	5% X 8.585 AC = 0.430 AC

NOTES

- UNDERGROUND DETENTION SHALL BE ALLOWED.

VARIANCES:

- MINIMUM LOT/UNIT WIDTH REDUCTION FROM 20 FEET TO 16 FEET. (2.2.10.D)
- SIDE BUFFER REDUCTION FROM 50 FEET TO A 10' PLANTED LANDSCAPE STRIP. (3.2.8.B.1.a)
- FRONT BUILDING SETBACK REDUCTION FROM NO MIN. 10' MAX. TO NO MIN. 30' MAX. (2.10.3.B)
- AMEND THE BLOCK REQUIREMENTS TO ELIMINATE THE REQUIREMENT FOR INTERCONNECTED STREETS AND BLOCK REQUIREMENTS. ALLOW DEAD END STREETS, AND ELIMINATE THE REQUIREMENT FOR STUB OUT STREETS. (2.10.4)
- ALL BUILDINGS MUST INCLUDE A STREET FACING PEDESTRIAN ENTRANCE. (2.10.B.C.1)

ZONING PLAN

Davis Drive Tract

LAND LOTS 638, 639 & 654 • 1ST DISTRICT • 2ND SECTION

CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA



For The Firm
Travis Pruitt
Associates, Inc.

DATE: 05-21-2023
SCALE: 1" = 50'
CN: 225530001.3
LBV:
JN:
FN:

1 of 1

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

To find the Point of Beginning commence at a 1/2 inch rebar found at the northeastern end of the southeastern right of way line Westside Parkway (right of way width varies) and northeastern right of way line of Davis Drive (right of way width varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: South 04 degrees 03 minutes 16 seconds West a distance of 35.29 feet to a point, South 40 degrees 56 minutes 44 seconds East a distance of 25.00 feet to a point, South 49 degrees 03 minutes 18 seconds West a distance of 3.26 feet to a point, South 40 degrees 51 minutes 59 seconds East a distance of 8.15 feet to a right of way monument found, South 11 degrees 17 minutes 16 seconds East a distance of 6.87 feet to a disc found, South 33 degrees 07 minutes 46 seconds East a distance of 40.43 feet to a right of way monument found, South 41 degrees 04 minutes 34 seconds East a distance of 119.00 feet to a right of way monument found, North 48 degrees 55 minutes 26 seconds East a distance of 7.17 feet to a right of way monument found, South 40 degrees 36 minutes 30 seconds East a distance of 34.06 feet to a right of way monument found, South 22 degrees 14 minutes 05 seconds East a distance of 6.35 feet to a right of way monument found, South 40 degrees 35 minutes 24 seconds East a distance of 54.94 feet to a right of way monument found, South 49 degrees 03 minutes 04 seconds West a distance of 9.87 feet to a right of way monument found, South 40 degrees 57 minutes 45 seconds East a distance of 106.82 feet to a point, South 48 degrees 59 minutes 16 seconds West a distance of 25.00 feet to a 1/2 inch rebar set, said point being the Point of Beginning.

From the Point of Beginning, as thus established, leaving Davis Drive and proceeding South 40 degrees 58 minutes 43 seconds East a distance of 9.97 feet to a 1/2 inch rebar set; thence South 80 degrees 48 minutes 36 seconds East a distance of 76.64 feet to a 1/2 inch rebar found; thence South 56 degrees 37 minutes 27 seconds East a distance of 64.98 feet to a 1/2 inch rebar found; thence South 49 degrees 40 minutes 17 seconds East a distance of 202.74 feet to a 1/2 inch rebar found on the northwestern right of way line of Georgia Highway 400 (right of way width varies); thence proceeding along said right of way line of Georgia Highway 400 the following courses and distances: South 40 degrees 08 minutes 30 seconds West a distance of 113.48 feet to a 1/2 inch rebar found, South 40 degrees 51 minutes 36 seconds West a distance of 152.53 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1095.91 feet and an arc length of 343.80 feet (said curve having a chord bearing of South 53 degrees 17 minutes 58 seconds West and a chord distance of 342.39 feet) to a 1/2 inch rebar found and South 62 degrees 17 minutes 09 seconds West a distance of 565.06 feet to a 1/2 inch rebar found; thence leaving Georgia Highway 400 and proceeding North 27 degrees 38 minutes 58 seconds West a distance of 402.33 feet to a 1/2 inch rebar set on the southeastern right of way line of Davis Drive (right of way varies); thence proceeding along said right of way line of Davis Drive the following courses and distances: along a curve to the right with a radius of 661.09 feet and an arc length of 72.94 feet (said curve having a chord bearing of North 71 degrees 09 minutes 46 seconds East and a chord distance of 72.90 feet) to a right of way monument found, North 74 degrees 19 minutes 28 seconds East a distance of 347.90 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 539.08 feet and an arc length of 253.63 feet (said curve having a chord bearing of North

60 degrees 50 minutes 45 seconds East and a chord distance of 251.30 feet) to a right of way monument found, North 47 degrees 22 minutes 02 seconds East a distance of 139.82 feet to a right of way monument found, along a curve to the left with a radius of 227.05 feet and an arc length of 168.55 feet (said curve having a chord bearing of North 26 degrees 05 minutes 55 seconds East and a chord distance of 164.71 feet) to a right of way monument found, North 87 degrees 59 minutes 22 seconds East a distance of 25.84 feet to a 1/2 inch rebar set and North 48 degrees 59 minutes 16 seconds East a distance of 24.95 feet to the Point of Beginning.

Said tract contains 373,981 square feet or 8.585 acres.

The above described property is shown on a ALTA/NSPS Land Title Survey for The Providence Group of Georgia, LLC, a Georgia Limited Liability Company, JBGL Builder Finance, a Texas Limited Liability Company, and Fidelity National Title Insurance Company, prepared by Travis Pruitt & Associates, Inc., dated April 17, 2023. (FN: 171-D-051)



MEMORANDUM

TO: City of Alpharetta
FROM: J. Alexander Brock
DATE: May 1, 2023
RE: Trip Generation Report – Davis Drive

The ±8.565 acre Subject Property is located on the southern right-of-way of Davis Drive (Parcel ID 12 249006070310). The Providence Group of Georgia is proposing the development of 85 attached, owner-occupied single family townhomes, at a density of ±9.9 units per acre.

The proposed development will not overly burden existing streets or transportation facilities. The Applicant used the Institute of Traffic Engineers (ITE) Trip Generation Manual (Ninth Edition), to calculate vehicle trips for the proposed development. 85 townhomes are expected to generate 37.4 trips during the AM weekday peak hour, 44.2 trips during the PM weekday peak hour, and 493.85 total trips on a weekday. The site has quick access via Davis Drive to both Mansell Road and Westside Parkway, both of which are minor arterials¹, and is approximately ½ mile from the on-ramp to GA-400. The Applicant is not aware of any capacity issues and it is anticipated that all of the adjacent and nearby roadways should easily handle the minor amount of traffic generated by the proposed project.

¹ Per the Georgia Department of Transportation Roadway Classification Map. See the GDOT website at: <https://itos.maps.arcgis.com/apps/webappviewer/index.html?id=962a2591f91a4303aeafe016ba8db96b>



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

Property Owner	Parcel Identification	Description	User ID
ROCK MILL 400 L P	12 -2490-0607-031-0	Real Estate	IWR

Tax District: 10A - ALPHARETTA / NORTH FULTON CID

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
0 DAVIS DRIVE	5399907	2,509,200	1,003,680

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

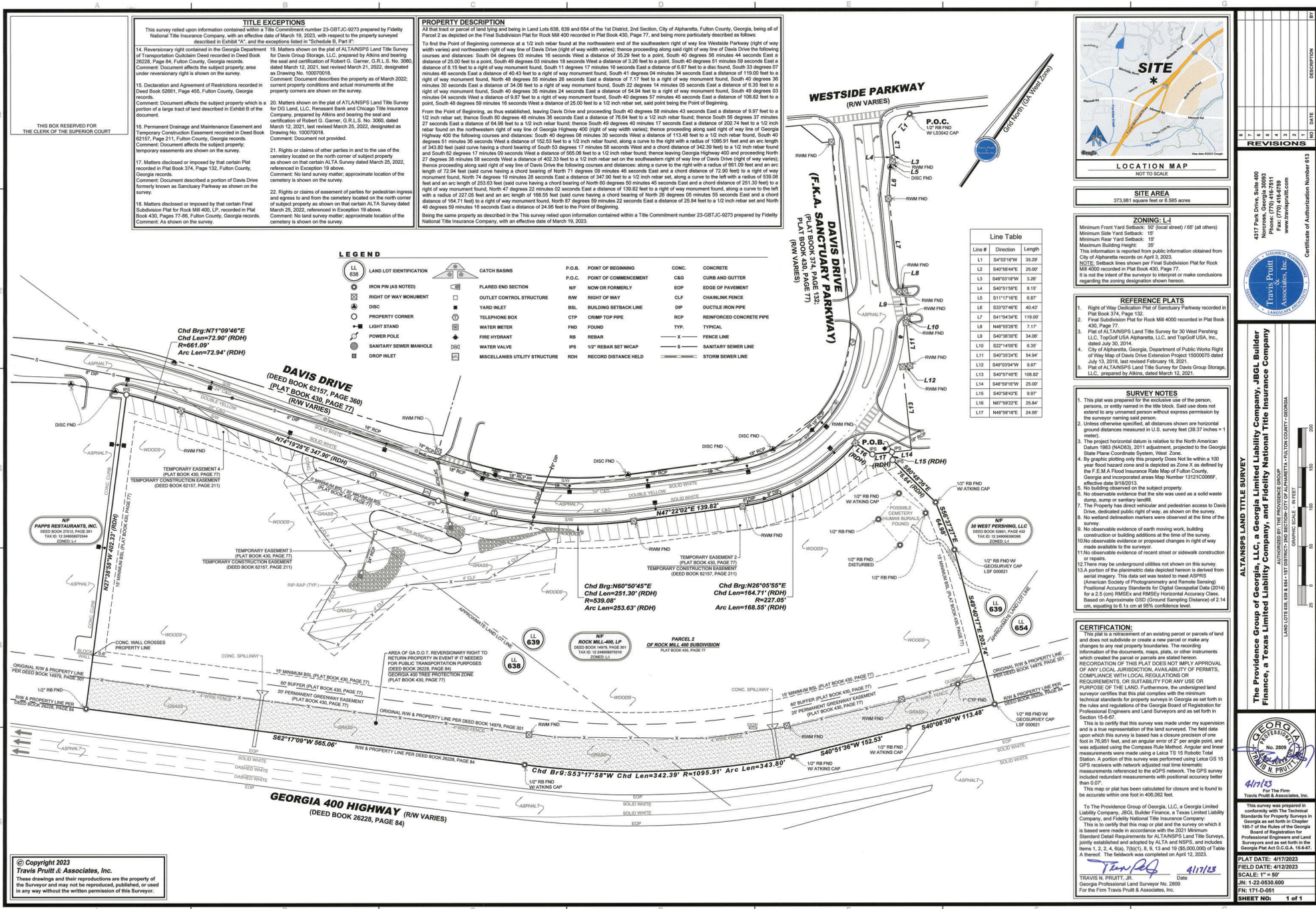
County Sales Tax Credit: \$192.71

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2022	County	29,417.86	578.77	0.00	29,996.63	0.00	11/15/2022
2021	County	30,240.87	0.00	0.00	30,240.87	0.00	11/15/2021
2020	County	39,977.87	0.00	0.00	39,977.87	0.00	11/15/2020
2019	County	40,137.56	0.00	0.00	40,137.56	0.00	10/15/2019
2018	County	40,541.33	0.00	0.00	40,541.33	0.00	10/31/2018
2017	County	41,774.74	0.00	0.00	41,774.74	0.00	1/15/2018
2016	County	41,783.83	0.00	0.00	41,783.83	0.00	12/31/2016

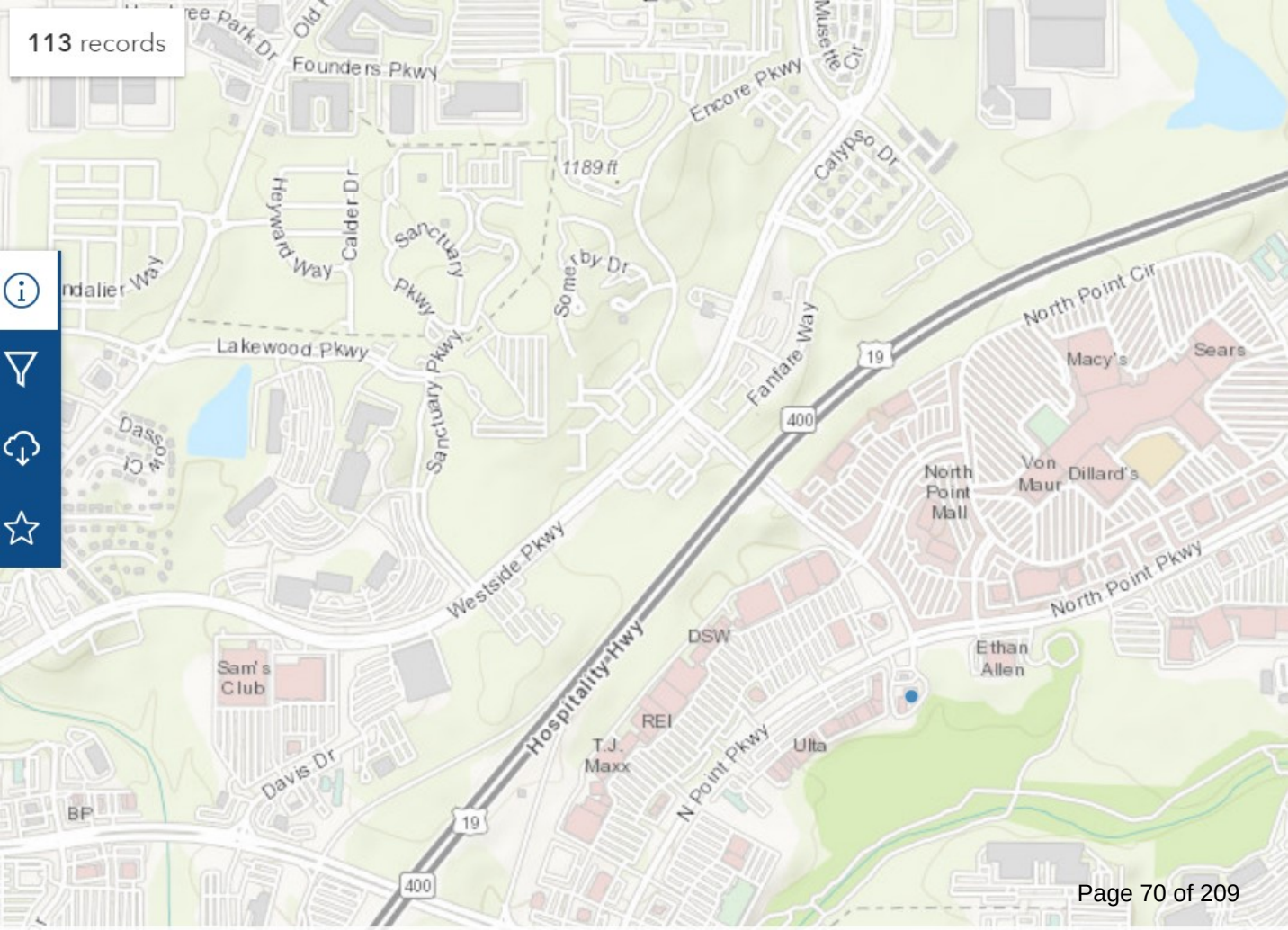
Grand Total Due: \$0.00

Mailing Address:

ROCK MILL 400 L P
 C/O GROVER SWILLEY



113 records



SPECIMEN TREE EVALUATION REPORT

DAVIS DRIVE DEVELOPMENT SITE

8.587 ACRE SITE

ROCK MILL 400 SOUTH

PARCEL ID 12-2490-0607-310

LAND LOTS 638,639,654

DEED BOOK 13979, PG 301

Prepared by:

Andrea Greco, PLA, ISA Certified Arborist # SO6902A

Pond & Company

3500 Parkway Lane Suite 500

Peachtree Corners, GA 30092

TREE EVALUATION REPORT

Report prepared for Alpharetta Construction/Davis Group

Purpose of the Evaluation:

The purpose of this evaluation is to identify potential specimen trees on the site to develop a tree removal/protection and recompense plan.

Scope of the Evaluation:

Arborist Andrea Greco visited the site on 3/19/20, 2/3/21 and 2/11/21 to document the type, quantity and condition of potential specimen trees that exist at the project site and adjacent areas. Each tree was numbered and an approximate sizing of DBH was made.

The site was also investigated for potential groupings of significant trees and boundary trees.

The site was inspected for understory trees 8" or larger, hardwood overstory trees 20" and larger, and coniferous trees 20" or larger and pines 30" or larger. Trees evaluated for specimen quality

were measured and were labeled with a silver round metal tag on the trunk. Trees were evaluated visually from ground level. The trunk, exposed base roots and branches were examined for signs of scarring, decay, branching pattern, dead limbs and related imperfections.

Due to the time of year, foliage was not present on all trees on the site. During the site visit the following data was recorded: tree species, and approximate trunk diameter at breast height (dbh).

Assumptions and Limitations:

The trees have not been evaluated for full safety/risk susceptibility to property or human life. No cores of trees or detailed sampling methods were conducted.

General Description:

The 8.587 acre site is a medium-density upland forested site with a combination of hardwoods and pines. The area is bordered on the west by an easement for a future Davis Drive right of way that the City of Alpharetta will be constructing. There is also a cemetery at the northeastern end of the site. We inspected trees for potential specimens within 50' of the sites on directly adjacent properties, including the GA 400 right of way and the TOPGOLF site.

The 8.587 acre site mainly consisted of Pines (*Pinus strobus*), Oaks (*Quercus spp.*), Walnuts (*Juglans nigra*) and Black Cherries (*Prunus serotina*) with some minor small canopy trees within.

On the site, many of the trees inspected, many were multi -stemmed with poor branching patterns including V trunk splits and included bark. While there were trees over 8" in DBH on the site picked up on the initial survey, these were not observed to be significant groupings of high quality trees.

There are 4 potential specimen trees on site that may qualify due to combination of species, size and/or condition per Alpharetta Tree Protection Ordinance Guidelines. These were tagged with white tape and with numbered metal tags.

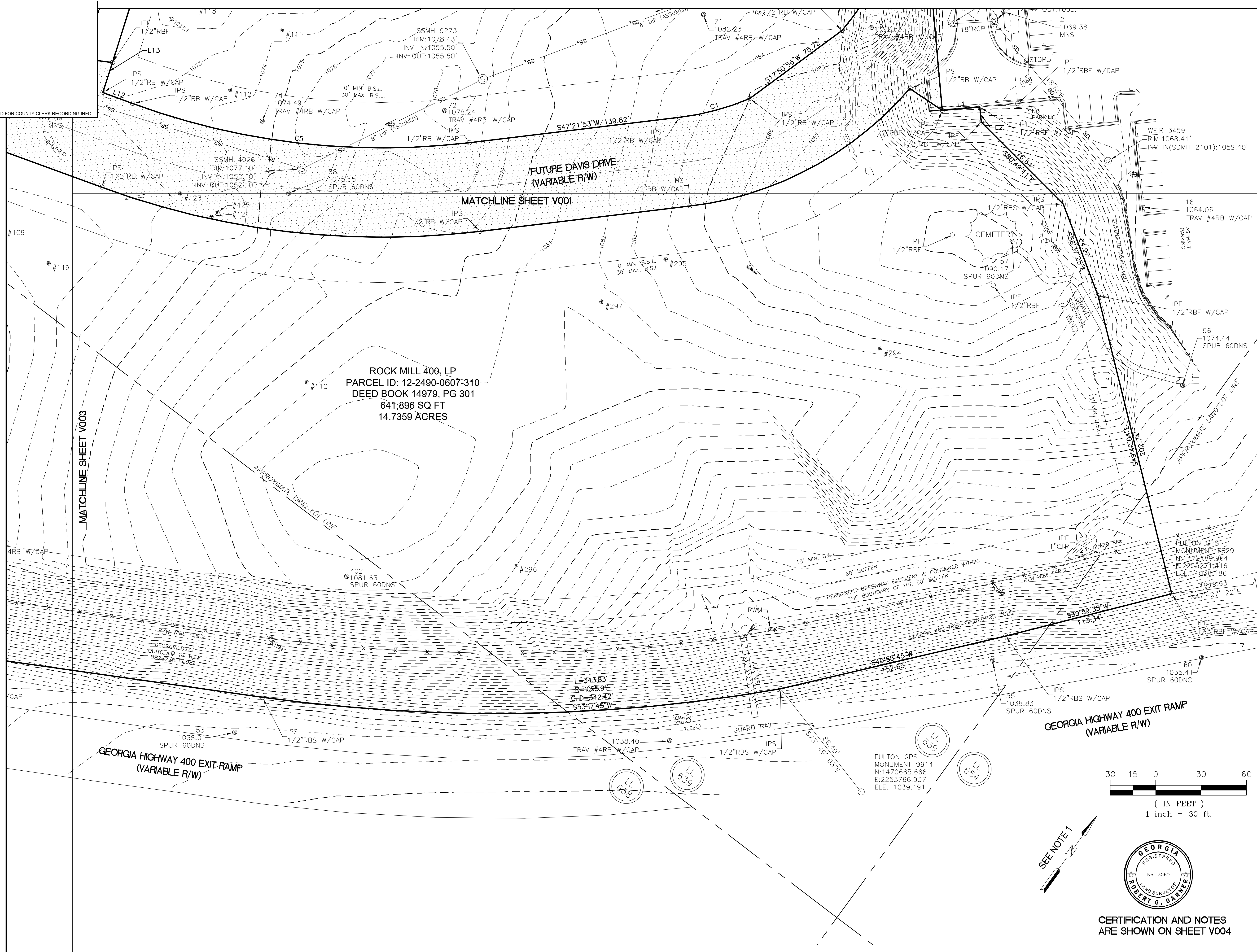
The potential specimen trees include trees numbered 121, 122, 295 & 297. Refer to attached tree chart for information.

Attachments:

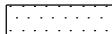
Attachment A: Tree Locations (2 pages)

Attachment B: Tree Chart/Evaluation Chart

Attachment C: Tree Photos Record



LEGEND

	PROPERTY CORNER
	BENCH MARK
	LIGHT POLE
	ELECTRIC MANHOLE
	TRANSFORMER PAD
	WATER VAULT
	WATER VALVE
	FIRE HYDRANT
	IRRIGATION CONTROL VALVE
	SPRINKLER HEAD
	GAS VALVE
	TELEPHONE BOX
	COMMUNICATION HANDHOLE
	TRAFFIC SIGNAL HANDHOLE
	CATCH BASIN DOUBLE WING
	CATCH BASIN SINGLE WING
	STORM DRAIN MANHOLE
	DROP INLET
	SEWER MANHOLE
	SIGN
B.S.L.	BUILDING SETBACK LINE
C.A.	COMMON AREA
E.O.I.	END OF INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.B.F.	REBAR FOUND
R.B.S.	REBAR SET
R/W	RIGHT-OF-WAY
T.B.M.	TEMPORARY BENCH MARK
D.I.P.	DUCTILE IRON PIPE
F.O.C.	FIBER OPTIC CABLE
H.D.P.E.	HIGH DENSITY POLYETHYLENE PIPE
R.C.P.	REINFORCED CONCRETE PIPE
T.S.C.	TRAFFIC SIGNAL CABINET
T.S.P.	TRAFFIC SIGNAL POLE
U.H.H.	UNKNOWN HAND HOLE
—SSX—	SANITARY SEWER LINE
—SDX—	STORM SEWER LINE
—W(B)—	WATER LINE
—E(B)—	UNDERGROUND POWER LINE
—E(C)—	OVERHEAD POWER LINE
—G(B)—	UNDERGROUND GAS LINE
—C(B)—	UNDERGROUND COMMUNICATION LINE
—TC(B)—	UNDERGROUND TRAFFIC CONTROL LINE
	FUTURE PORTION OF DAVIS DRIVE

3	2/11/21	Added four new trees identified by arborist				
2	1/24/21	Updated based on Updated Title Commitment				
1	12/16/20	Updated comments on Title Exceptions 9 through 13				
Rev.	Date	Description	By	Chk'd	App'd	

Drawing Status	FOR INFORMATION	Suitability	SO
----------------	------------------------	-------------	-----------

ATKINS 1600 RiverEdge Pkwy, NW
Suite 700
Atlanta, GA 30328

Tel: +1 770-933-0280

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Client _____

ALPHARETTA CONSTRUCTION

Project Title	ALTA/NSPS LAND TITLE SURVEY
---------------	--

LAND LOTS 638, 639, & 654
1ST DISTRICT, 2ND SECTION
FULTON COUNTY, GEORGIA

Scale 1"=30'	Designed N/A	Drawn GP	Checked RGG	Authorized N/A
Original Size ANSI D	Date --/--	Date 05/04/20	Date 05/04/20	Date --/--

Drawing Number	Revision
100070018 - SHEET V002	01XX

8.587 ACRE SITE- ROCK MILL 400 SOUTH						
CONDITION	SPECIMEN QUALITY?	FIELD TAG	DBH	SPECIES	Additional Comments	Location Info
FAIR	No	109	23"	Walnut/Juglans nigra	Triple/ Included Bark/ Significant Cavity	Within Temp easement-stormwater
FAIR	No	118	23"	Black Cherry /Prunus serotina	Double/ Included Bark/ V-Split	
POOR	NO	120	30"	Double trunked tulip poplar	Weak branching pattern at base/poor structure	Also in stormwater easement area for adjacent site
FAIR	YES	121	57"	Tulip Poplar /Liriodendron tulipifera	Triple trunk, some included bark	
FAIR	YES	122	70"	Triple Tulip Poplar/Liriodendron tulipifera	Triple trunk, some included bark and scarring	
GOOD	YES	292	28"	Tulip Poplar /Liriodendron tulipifera		
GOOD	YES	293	24"	Tulip Poplar /Liriodendron tulipifera		
FAIR	NO	294	26"	Cherry/Prunus spp.	Double truck 4' height. Included bark. Broken limbs, Poor structure	
GOOD	YES	295	26"	Elm/Ulmus spp.	Triple Trunk	
POOR	NO	296	37"	Elm/Ulmus spp.	Double/Large Cankers/Broken Limbs	
GOOD	YES	297	25"	Water Oak/Quercus nigra	Double trunk starts at about 5' Height	

Attachment C: Tree Photos

Tree 109

23" *Juglans nigra*



Attachment C: Tree Photos

Tree 118

23" *Prunus serotina*



Attachment C: Tree Photos

Tree 120

30" Double Trunked Liriodendron tulipifera



Tree 121

57" Triple trunked Liriodendron tulipifera



Attachment C: Tree Photos

Tree 122

70" Triple trunked *Liriodendron tulipifera*



Tree 292

24" *Liriodendron tulipifera*



Attachment C: Tree Photos

Tree 293

28" *Liriodendron tulipifera*



Attachment C: Tree Photos

Tree 294

26" Double *Prunus serotina*



Attachment C: Tree Photos

Tree 295

26" Triple trunked *Ulmus* spp.



Attachment C: Tree Photos

Tree 296

37" Triple trunked *Ulmus* spp.



Attachment C: Tree Photos

Tree 297

25" Double trunked *Quercus nigra*



Tree Study Report

Davis Road / Rock Mill 400 South , Alpharetta GA

Date of Inspection 4/4/2023

Inspector

Jesse Milton
ISA #SO-1170B
Email: jesse@onebark.com

Developer

Clint Walters
cwalters@theprovidencegroup.com

INTRODUCTION

This inspection was made to verify trees that meet Specimen Tree criteria and/or meet the criteria for an Arborist Report as outlined in the Alpharetta municipal code.

METHODOLOGY

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request. All tree sizes were measure as DBH (Diameter at Breast Height, 4.5 feet above soil level).

The project site was traversed to identify trees that meet the minimum size criteria for Specimen trees, including boundary trees within 30 feet outside of the parcel limits and potential 'Trees of Character.' Boundary trees can only be inspected from the subject parcel, unless written permission is given by the neighboring parcel owner. This inspection uses Level I and Level II assessment standards. Level III standards can be applied at the customers request.

Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below:

30-inch DBH or larger for trees in the Pinus genus
30-inch diameter or larger for trees in the Sweetgum or Tulip poplar genus
20-inch DBH or larger for trees in the Cedrus, Thuja, or other ecologically similar trees
20-inch diameter or larger for trees in the Beech, Nyssa, Persimmon, Sassafras, or other ecologically similar trees
20-inch diameter or larger for Magnolia grandiflora and those cultivars that generally reach a mature height over 40'
24-inch DBH or larger for trees in all other genera
10-inch DBH or larger for Sourwood
Understory Trees: 8-inch DBH diameter or larger

DEFINITIONS OF TREE HEALTH

GOOD - Few if any pathological problems exist; canopy is full, leaf density is above average, and live crown ratio is generally 50% or greater

FAIR - vigor is reasonable but a minor pathological problem may exist; leaf density is average; live crown ratio may be less than 50%. Most urban trees fall in this category.

POOR - vigor is waning, some dieback may be present, leaf density is below average; a significant pathological problem may be present; decay may exist within vital structures.

DECLINING - vigor is terminal, dieback is developing or is inevitable; tree has a limited life expectancy of less than 5 years.

Tree 109

Status: Cataloged : 4/4/2023

Species " ,

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 110

Status: Cataloged : 4/4/2023

Species " ,

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 119

Status: Cataloged : 4/4/2023

Species " ,

Condition:
Other notes: Tree is missing/removed during pond construction

Tree 120

Status: Cataloged : 4/4/2023

Species " ,

Condition:

Other notes: Tree is missing/removed during pond construction

Tree 121

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Species 45" tuliptree, *Liriodendron tulipifera*

Condition: poor health. significant column of decay in stem and separation in decayed area (photos 2,3); Structure is multiple trunks, stems are individual, do not share common piths (photo 4)

Other notes: Size was confirmed in field using Alpharetta BMP for measuring multi-stem trees. Revise tree size based on this measurement of 45"; Does not meet condition criteria



Tree 122

Status: **SPECIMEN** Cataloged : 4/4/2023

Species 49" tuliptree, *Liriodendron tulipifera*

Condition: fair health. No significant problems identified; Structure is multiple trunks, bark inclusions are not significant; trifurcated

Other notes: Size was confirmed in field using Alpharetta BMP for measuring multi-stem trees. Revise tree size based on this measurement of 49"



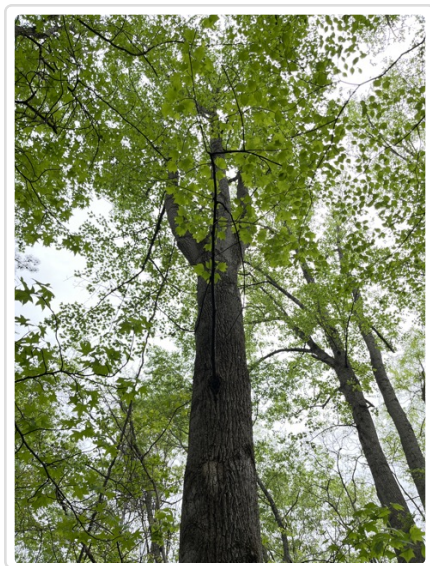
Tree 292

Status: **SPECIMEN** Cataloged : 4/4/2023

Species 25" tuliptree, *Liriodendron tulipifera*

Condition: good health. No significant problems identified; Structure is single, No significant problems identified

Other notes:



Tree 293

Status: **SPECIMEN** Cataloged : 4/4/2023

Species 30" tuliptree, *Liriodendron tulipifera*

Condition: good health. No significant problems identified; Structure is single, No significant problems identified

Other notes:



Tree 294

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Species 24" Cherry, Black, *Prunus serotina*

Condition: fair health. Structure is bifurcated, bark inclusion extends nearly to soil level (photos 2,4)

Other notes: As noted in the Pond & Company Specimen Tree Evaluation Report of 2/15/21, the inspecting arborist found this tree to be non-specimen due to the significant bark inclusion and undesirable form of the trunk. I agree this is a poorly-formed tree and may not qualify as a speci



Tree 295

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Previous tag #192

Species 26" Elm, american, *Ulmus americana*

Condition: Poor health. Cut for new Davis Road is 8' from trunk center, however surface disruption is evident right up to the flares, with roots exposed and torn at soil surface; Structure is single
Other notes: Root loss and root damage is within structural root plate of tree (13' feet radius), and approximately 40% of root zone has been disrupted. These impacts exceed the tolerable limits for Best Management Practices in Alpharetta, as referenced in both the City Guidance Document and code. Based on the impact, I would advise this tree to be considered non-specimen.



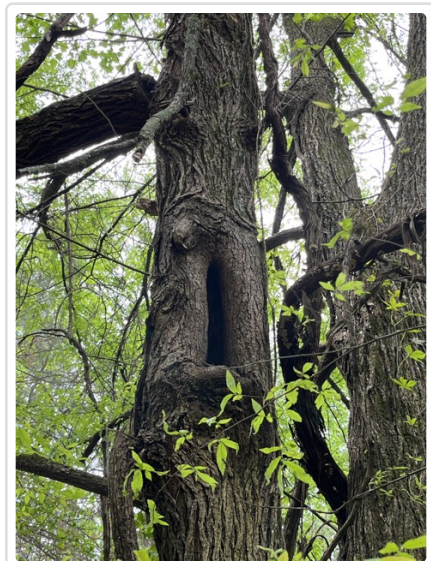
Tree 296

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Species 27" Elm, winged, *Ulmus alata*

Condition: poor health. multiple open cavities in stems from old storm damage (photos 1,3); catastrophic failure of scaffold limb (photos 1,3); wound/decay adjacent to stem bifurcation (photo 2); Structure is Broken

Other notes: Does not meet condition criteria



Tree 297

Status: **NOT SPECIMEN** Cataloged : 4/4/2023

Previous tag #none

Species 25" oak, water, *Quercus nigra*

Condition: fair health. Disturbance and soil impact is approximately 20 feet from trunk of the tree; Structure is bifurcated

Other notes: As noted in the Pond & Company Specimen Tree Evaluation Report of 2/15/21, the inspecting arborist found this tree to be non-specimen due to the significant bark inclusion and undesirable form of the trunk. I agree this is a poorly-formed tree and may not qualify as a specimen.



Summary

Total Specimen trees identified: 3

Additional Recommendations

The number scheme from the Pond & Company report was used, as the in-field tags do not match with the supplied documentation.

LIMITATIONS

This report is not meant to override any determination by Alpharetta regarding the status of Specimen trees. Additional tree information may be required by the City once the Specimen Tree Report is submitted to Alpharetta, including but not limited to: Trees of Character, Level III assessments, site meetings with the Municipal arborist, and any Tree Maintenance Plan preparation.

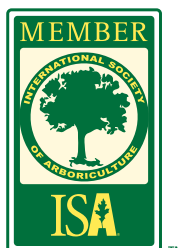
Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice. This inspection was made without the expectation of a particular result.

Certification

Date Certified: 4/4/2023

I certify that all of the statements made in this report are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Jesse Milton
ISA #SO-1170B



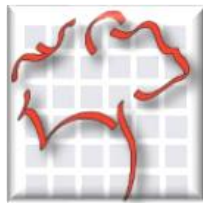
MODIFIED ARBORIST REPORT FOR:

Davis Drive Tree – City of Alpharetta

Alpharetta, Georgia

Prepared for:

Davis Group
Visual Inspection only



Prepared by:

T.J. Schell, LLC
Landscape Architects
And Certified Arborists
2985 Gordy Parkway, Suite 422
Marietta, GA 30066
teresa@tjschell.com
Cell 770-361-2319

Teresa H. Eldredge, RLA, ISA
Certified Arborist
ISA SO-5442A

March 15, 2023

City of Alpharetta:

- 8" dbh Understory Trees
- 10" dbh Sourwood (No Sourwoods were seen on this site)
- 20" dbh Southern Magnolia, Deodar Cedar, Arborvitae, Beech, Blackgum, Persimmon, Sassafras, or similar
- 24" dbh Overstory- all others not mentioned.
- 30" dbh Genus pine, sweetgum, and poplar

Boundary Tree – Per City of Alpharetta Tree Ordinance:

Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

Condition Criteria – Per City of Alpharetta Tree Ordinance: Per Arborist Report submitted with the approval of Director.

The 25" water oak shows signs of a more long-term stress since it has mistletoe in small pockets throughout the canopy and some large invasive vines. It has also been more recently impacted by the adjacent Davis Drive extension road construction per the City of Alpharetta approved plans. It is not clear what the exact percentage impact is, but it appears to be in the range of up to 30%. The remainder of the CRZ area is undisturbed and has a large amount of invasive privet and several vines on the tree.

1. **Water Oak – 25" DBH – (Tag #297)** Co-dominant with included bark at the split, the sidewalk is within the fall zone although near term failure (if it happens) will likely be from falling limbs. Small pockets of mistletoe throughout branches in canopy indicating several small areas of decay. Tree will never meet specimen criteria due to structural defect at split but should be properly pruned to remove some lower branches and +/- 10% canopy dieback. In addition, vines and privet should be removed by hand from the CRZ - Fair Condition.





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J. Alexander Brock
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jabrock@sgrlaw.com

May 1, 2023,
Revised May 17, 2023

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

Re: Application of The Providence Group of Georgia for ±8.565 acres of land located along the southern right-of-way of Davis Drive to rezone the tract from LI to R-10M and to secure five (5) variances from Sections 2.2.10.D, 2.10.3.B, 2.10.4, 2.10.8.C.1 and 3.2.8.B.1.a of the City of Alpharetta Unified Development Code and the Northpoint Overlay District; which tract is located in Land Lots 638, 639, 849, and 654, First District, Second Section, Fulton County, Georgia (Parcel ID number 12 249006070310)

Dear Ms. Cook:

Please accept this letter as the Letter of Intent of my client, The Providence Group of Georgia ("TPG") in support of the above referenced Applications.

As you know I represent TPG in its effort to develop a total of 85 "for-sale" residential townhome units, at a density of 9.9 units per acre. A Site Plan by Travis Pruitt & Associates (TPA) dated May 01, 2023 more particularly details the nature of the intended project. The Applicant envisions a mix of unit sizes that will range from 1,694 to 2,200 square feet. The townhomes will be 2 to 3-bedroom units with 2½ or 3½ baths. Also, each unit will have an attached garage for one to two cars with driveways which will be 18 feet in length. Additionally, there will be 5 guest parking spaces on site.

The Subject Property is zoned Light Industrial ("LI") and is also located within the North Point Overlay district. The Applicant seeks to rezone the Subject Property to the 'For-Sale' Residential Dwelling district ("R-10M") to allow the 85 unit townhome development. The R-10M district allows for-sale, attached residential at a density of up to 10 units per acre. Also, as a consequence of being within the North Point Overlay, there are a number of additional design elements which are to be incorporated into the proposed development. The Proposed Design

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will include 20-foot wide streetscape adjacent to the existing 8-foot wide sidewalk along the Davis Drive frontage. The proposed development will meet the North Point Overlay requirements for open space by providing 1.10 acres of landscaped civic space and 0.45 acres of amenity area. The Proposed Development will also include a large section of natural area adjacent to the Georgia State Route 400 (“GA-400”) right-of-way. In addition to the onsite improvements, the proposed design contemplates the protection of an existing cemetery in the northeast corner of the property. The Applicant will take precautions in its design to limit disturbance around the cemetery. Finally, the development will incorporate a number of sustainable design features in accordance with the North Point Overlay EcoDistrict requirements, which features total 7 EcoDistrict points.¹ Thus the ultimate goal is to create an ecofriendly redevelopment in compliance with the City’s vision for the North Point Overlay. This development represents an opportunity for upscale, for-sale housing in an area that is devoid of such options.

These improvements require the following approvals:

1. Rezoning of the Property from LI to R-10M.
2. Concurrent variances from certain sections of the City of Alpharetta Unified Development Code and North Point Overlay requirements occasioned by factors peculiar to the Subject Property. The development will need the following variances from:
 - a. Alpharetta UDC § 2.2.10.D – To reduce the individual units from 20-feet to a 16-foot lot width.
 - b. Alpharetta UDC § 2.10.3.B: Front Building Setback Reduction from a 0-foot Min/10-foot Max. to a 0-foot Min/30-foot Max
 - c. Alpharetta UDC § 2.10.4 – Amend the block requirements to eliminate the requirement for interconnected streets and block requirements; allow dead end streets; and eliminate the requirement for stub out streets;
 - d. Alpharetta UDC § 2.10.8.C.1: Allow buildings to have a non-street-facing pedestrian entrance;
 - e. Alpharetta UDC § 3.2.8.B.1.a: Side Buffer Reduction from a 50-foot to a 10-foot planted landscape strip.

A. Relevant Background Information

In the mid-2000s the City of Alpharetta conducted its first LCI review of the North Point Area, which culminated in the 2008 North Point LCI. The plan then designated the area along

¹ Alpharetta UDC § 2.10.11.B requires a minimum of 7 points for new construction.

Davis Drive, as a “Mixed Use Commercial Center.” However, the LCI area remained predominantly commercial with residential uses west of GA-400 to create a desirable mixed-use environment. In fact, since the adoption of the 2008 LCI, the Mall and much of the surrounding commercial uses have experienced a decline, not just due to internet sales, but due to the successful redevelopment of downtown Alpharetta and Avalon, both of which rely heavily on integrated residential uses.

In 2017, the city reevaluated the LCI area and identified problems with the growth of the Mall area noting that it “lacks integration of retail and residential uses” with “poor walkability” and that it “does not relate well with greenway or open spaces.” Paramount to meeting the goals of walkability and a mix of uses, the LCI area must develop quality residential uses to supplement and reinvigorate the existing commercial ones. Furthermore, since 89.9% of the 7000 workers within the LCI area live outside of it, a reduction of automobile usage will require such residential opportunities.

The Subject Property is ideally located for the type of community sought after by contemporary consumers and residents within close proximity to employment, retail, restaurants, and entertainment. The site is located in close proximity to major employment centers along Mansell Road and nearby Hembree Road, as well as the adjacent Sanctuary Park office park. Sanctuary Park is a nine-building workplace situated on an activated 150-acre nature preserve and located less than 1000 feet from the Subject Property across Westside Parkway. The property is also in close proximity to a number of restaurant and retail uses, including Papadeaux Seafood Kitchen, Ray’s at Killer Creek, On the Border, Miller Ale House, and Sam’s Club. Also within walking distance are a number of entertainment venues, including Top Golf, an entertainment and dining venue that is located immediately to the east; the Cooler, a family ice skating center located directly across Davis Drive from the property; and Main Event Entertainment², which is a little more than 500-feet west of the proposed townhomes. In addition, the property is less than ¼ of a mile from the Ameris Bank Amphitheater at Encore Park.

The centralized location close to employment centers lends itself to higher-density housing options that attract the professionals employed in the area. The housing preference of many modern professionals is one that is in close proximity to retail, restaurant, and recreational uses. The Subject Property offers a golden opportunity to further the intent of the North Point LCI by adding higher density residential into this predominantly commercial area.

B. Phasing

The project shall not be phased.

² Main Event offers dining and variety of activities like laser tag, gravity ropes, arcade games, and billiards.

C. EcoDistrict Points

The North Point Overlay District requires all new development to obtain minimum point values as outlined in UDC § 2.10.11. Redevelopment of vacant land requires a minimum of 7 points. The design elements in the proposed development will earn a total of 7 EcoDistrict points. Those design elements include (the item numbers below correspond to those listed under § 2.10.11.D):

4) Building Energy Measures (3 points)

The proposed development's new building construction will demonstrate an average of 10% improvement over the city's current energy code. An energy model will be provided to ensure compliance with the requirement. The project is requesting the available 3-pts for this measure.

6) Building Water Efficiency Measure (2 points)

The proposed development's new building construction will incorporate fixtures and other measures to reduce indoor water by at least 20% than a typical building.³

13) Enhanced Bicycle Amenities Measure (1 point)

This project proposes to include bicycle amenities to encourage the use of alternative transportation. The project proposes to include a bicycle repair center open to the public and supplemental bicycle parking throughout the subdivision.

14) Alternative Transportation Measure (1 point)

The development will include one dedicated ride-sharing space for the exclusive use of passengers arriving by taxi, ride-sharing, or shuttle.

D. Trip Generation

The proposed development will not overly burden existing streets or transportation facilities. The Applicant used the Institute of Traffic Engineers (ITE) Trip Generation Manual (Ninth Edition), to calculate vehicle trips for the proposed development. 85 townhomes are expected to generate 37.4 trips during the AM weekday peak hour, 44.2 trips during the PM weekday peak hour, and 493.85 total trips on a weekday. The site has quick access via Davis Drive to both Mansell Road and Westside Parkway, both of which are minor arterials⁴, and is

³ "Baseline water usage shall be determined based on fixtures per the Energy Policy Act of 1992 and subsequent rulings by the United States Department of Energy or a similar method approved by the Director of Community Development." See *Alpharetta UDC § 2.10.11.D.6*.

⁴ Per the Georgia Department of Transportation Roadway Classification Map. See the GDOT website at: <https://itos.maps.arcgis.com/apps/webappviewer/index.html?id=962a2591f91a4303aeafe016ba8db96b>

approximately ½ mile from the on-ramp to GA-400. The Applicant is not aware of any capacity issues and it is anticipated that all of the adjacent and nearby roadways should easily handle the minor amount of traffic generated by the proposed project.

E. Schools

The school-age children living in the residences will attend Manning Oaks Elementary School; Northwestern Middle School; and Milton High School. Manning Oaks Elementary is listed as under capacity. Northwestern Middle School and Milton High School are over capacity. The proposed townhomes, however, are not expected to overly-burden local schools since the target market for townhome residential is younger professionals or empty nesters, which are demographics that tend not to have school-age children.

F. Standards for Zoning Changes

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

Response: Yes. Residential growth at higher densities is a key component of plans for the west side of GA-400. The property also is located within the North Point Activity Center LCI, which envisions a mixed-use walkable environment with an emphasis on sustainability, greenspace and connectivity. If approved, conditions are recommended that further the concepts of an EcoDistrict.

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

Response: No. The proposed residential use is completely compatible with the surrounding entertainment, restaurant, retail and office uses. Also, the incorporation of appropriate screening and adequate on-site buffering there should be no adverse impact upon, or from, adjacent or nearby property.

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

Response: No. The proposal is sensitive to the environmental constraints of the site and will implement many environmentally sensitive measures. The proposed development could have impacts on the natural environment, but the Applicant's site plan identifies tree save areas that protect the adjacent tree canopy.

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

Response: The area's growth has transitioned away from Light Industrial and is currently developed with a number of entertainment, restaurant, retail and office uses. Consequently,

the subject property is better suited for a residential use that compatible with the surrounding development, than many of the uses allowed under the current LI district.

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

Response: No. The proposed change in use from light industrial to residential would generate a greater demand upon public facilities and services, such as parks, recreational programs, and schools. However, the proposed townhomes location in proximity to employment, restaurants, and entertainment is expected to lower vehicular dependence for the future residents.

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

Response: Yes. The new LCI objectives recognize the desirability of mixed uses to include residential options.

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

Response: Yes. The request to change the use of the property from light industrial to residential reflects a reasonable balance, if conditions are included that further the concept of the area becoming an EcoDistrict.

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

Response: See response to (d) above.

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

Response: The City of Alpharetta's Future Land Use Map designates the property as being within the Mixed Use land use. The City of Alpharetta Horizon 2040 Comprehensive Plan ("Comprehensive Plan") envisions development within the Mixed Use land use as a mix of residential, commercial, and office. Although the development is strictly residential, it is within walking distance to many commercial and office uses that are compatible with higher density residential. The Proposed Development also furthers the following specific goals of the Comprehensive Plan:

LU Strategy 8.1: Allow mixed use patterns that will create activity nodes in appropriate areas, as established by the Future Development Map, that provide jobs and services

within walking distance of residences, preserve open spaces, and make public transportation more effective.

LU Strategy 8.4: Establish varying levels of mixed use development densities, through overlay districts or other means, such that the highest densities of office, retail and residential development will be located along the GA-400 corridor.

LU Strategy 10.1: Allow mixed use patterns that will create activity nodes in appropriate areas near or within existing suburban office developments.

G. Variance Review Criteria

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

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

Response: The Subject Property’s shape is long and narrow which hampers its efficient layout. Additionally, it contains a cemetery which must remain undisturbed and the property is bordered to the front and rear by right-of-way, all of which further impacts the layout and limits the buildable area.

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

Response: The particular features associated with the property, the presence of a cemetery, its narrow shape and being bounded by two rights-of-way, along with the requirements of the LCI creates a hardship which necessitates these variances.

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

Response: The existence of two road frontages, one of which is GA-400; as well as the presence of a cemetery are unique to this tract. The combination of these factors force the units to be clustered on a much smaller part of the tract. Also, the reduction of minimum lot width from 20’ to 16’ is required to provide a variety of unit types to appeal to a broader spectrum of potential residents.

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

Response: Establishing measures and standards to transform North Point into a livable and highly sustainable mixed-use EcoDistrict will be effective in helping achieve the placemaking, branding, and asset repositioning goals outlined in the LCI and Overlay. This EcoDistrict incorporates strategies and goals to best manage the area's existing assets and natural resources while establishing targets for improving the area's economic vitality and environmental health. Towns and cities nationwide are driving economic development and achieving their placemaking goals through detailed EcoDistrict planning and practices that integrate land use, transportation, and environmental planning with high performance infrastructure, buildings, landscapes and urban design. In other words, an EcoDistrict approach seeks to foster harmony and interaction between people and nature.

H. Requested Conditions

- 1) The property shall be developed substantially in accordance with the plans by Travis Pruitt & Associates dated May 1, 2023.
- 2) Single attached lots will have a minimum lot width of 16' exclusive of public street rights-of-way.
- 3) Each unit shall contain a minimum of 1,600sf.
- 4) A minimum replanted 20' landscape strip will be installed and maintained along Davis Drive.
- 5) The units should have driveways that are a minimum of 18' between garage and back of sidewalk, where present, or roadway.
- 6) Elevations and architectural treatment will include cementitious siding and brick, board and batten. The elevations will show the variation in the façade and the massing of the units.
- 7) The project provides approximately 0.45 acres of amenity space ($\pm 5.2\%$ of total site) and ± 1.10 acres of civic space ($\pm 12.8\%$ of the total site).
- 8) The requested internal streets shall be as shown on the Site Plan, with slight modifications to avoid site conditions if needed.
- 9) To accommodate fire vehicle access alley will be at least 20' with 16' paved and no dead ends exceeding 150' to provide fire access.
- 10) Site will have vehicular access from Davis Drive only.

11) No more than 10% of the residential units will be permitted to be rented, as recorded in the HOA's declarations and covenants.

12) New utilities interior to the site will be placed underground.

I. Preservation of Rights

It is the position of the Applicant that the Alpharetta Zoning Ordinance, in limiting the property to the uses allowed in the current zoning is unconstitutional in that it destroys the marketability of the property and renders the property economically unfeasible, and such zoning therefore constitutes a taking of property without just and adequate compensation and without due process of law in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States, as well as Article 1, Section 1, Paragraph 1; Article 1, Section 3, Paragraph 1(a); and Article 3, Section 6, Paragraph 2 of the Constitution of the State of Georgia (1983). To zone this property with any intervening conditions less than requested would be unconstitutional, would render the property unusable and would constitute the taking of Applicant's property without just and adequate compensation and without due process of law in violation of the provisions of the United States and Georgia Constitutions cited in this paragraph. The same effect would occur by imposing conditions in restraint of trade, or onerous, burdensome, unconstitutional, or unnecessary conditions on the property. The denial of this request would bear no reasonable relation to the health, safety, morals or welfare of the public.

CONCLUSION

The Applicant respectfully requests that the Alpharetta City Council grant the requested rezoning and the variances as submitted. We very much look forward to working with you, your staff, and the Council towards development of an excellent project

Respectfully submitted,



J. Alexander Brock

JAB/jab

cc: Warren Jolly
Clint Walters



STAFF REPORT

Department: Community Development

Submitted By: Michael Woodman

Meeting Date: July 24, 2023

AGENDA ITEM: CU-23-03 BRANDEDMED RX/4150 OLD MILTON PKWY

The applicant, Brandedmed RX, is requesting a conditional use to operate a 'Drug Store, Pharmacy' in a 1,900 square foot suite within The Shops at Old Milton center. Brandedmed RX is a retail pharmacy. The subject property is located at 4150 Old Milton Parkway, Suite 113 & 114 near the northeast corner of Old Milton Parkway and Park Woods Circle.

This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 7-0

PLANNING COMMISSION RECOMMENDATION:

Approve CU-23-03 Brandedmed RX/4150 Old Milton Parkway, subject to the following conditions:

1. 'Drug Store, Pharmacy' shall be added as a conditional use at 4150 Old Milton Parkway, Suite 113 & 114 and limited to no more than 1,900 square feet.
2. Conditional use approval shall be limited to Brandedmed RX; no additional 'Drug Store, Pharmacy' use or subleasing shall be permitted within the approved space.
3. 'Drug Store, Pharmacy' shall be limited to a retail pharmacy, including in-store sales and deliveries. There shall be no urgent care or pain management clinic in the leased space. There shall be no tobacco products.
4. Hours of operation shall be limited to Monday – Saturday 9:00 AM – 5:00 PM.
5. Pharmacy delivery vehicles shall not be parked overnight in the parking lot facing Old Milton Parkway.
6. Business shall be limited to no more than 1 wall sign with sign copy limited to either white or anodized bronze. Wall sign shall not have an internally lit face and any illumination shall be white.
7. Window signage shall be limited to no more than 5% of the total window area.

ITEM DESCRIPTION:

The submitted request, if approved, would allow Brandedmed RX to operate a 'Drug Store, Pharmacy' in a 1,900 square foot suite in The Shops at Old Milton center. Brandedmed RX is a retail pharmacy. A conditional use is requested to allow a 'Drug Store, Pharmacy'. The subject property is located at 4150 Old Milton Parkway, Suite 113 & 114 near the northeast corner of Old Milton Parkway and Park Woods Circle.

The property is zoned CUP (Community Unit Plan) and is subject to the Park Bridge Master Plan Pods B & C, which allows a 'Drug Store, Pharmacy' with the approval of a conditional use. Surrounding properties are zoned CUP, except the property across Old Milton Parkway to the south is zoned O-P (Office-Professional). Delbar Middle Eastern Restaurant and Bar and Kalos Financial are located to the west, office condominiums to the north, Manhattan NY Deli & Bagels and Alara Park Bridge Apartments to the east and The Swan Building to the south.

The Shops at Old Milton is approximately 5.1 acres and was developed in 2007 as a 2-story,

approximately 50,000 square foot shopping center. Businesses occupying the center include Jerusalem Bakery, Spices Hut, FedEx Office Print & Ship Center, Reserve 116 Event Venue, and Epic Fencing Club, to name a few. Two (2) restaurants currently operate at the center, as well as several retail service businesses, including a beauty shop, barber shop, tutoring services, copy/shipping center, retail sales and indoor recreation. The development has 242 parking spaces, which is sufficient to serve the existing and proposed uses.

Brandedmed RX is a small business, retail pharmacy that will provide delivery service through a third-party vendor, such as EZ Scripts. According to the applicant, he is a business partner in this endeavor and his partner is a pharmacist with over 15 years' experience. According to the applicant, deliveries will represent approximately five percent (5%) to ten percent (10%) of the business. The business is proposed in Suite 113 & 114, which is located on the west side of the center on the 1st floor. Hours of operation will be Monday – Saturday 9:00 AM – 5:00 PM. The applicant anticipates approximately two (2) employees for the 'Drug Store, Pharmacy'.

TRAFFIC

Staff estimates that the 1,900 square foot pharmacy would generate approximately fifteen (15) AM Peak Hour trips and sixteen (16) PM Peak Hour trips.

USE	Intensity	Daily Trips	AM Peak Hour Trips	PM Peak Hour Trips
Pharmacy	1,900 SF	171	15	16

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The Shops at Old Milton has primary access from Old Milton Parkway and secondary access at the rear of the property through the adjacent office condominium development on Park Woods Circle. The proposed use would not have significant impacts on vehicular and pedestrian access.

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

Response: The above-referenced improvements are provided at the applicant's proposed location.

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

Response: The proposal should not have significant impacts on surrounding properties or businesses, which are mostly developed with non-residential uses. The 'Drug Store, Pharmacy' will generate vehicular trips that could be captured by other businesses operating at the shopping center.

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

Response: Not applicable.

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

Response: The proposal should not impede the normal and orderly development of surrounding properties, which are also primarily developed with non-residential uses.

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

Response: The location and character of the 'Drug Store, Pharmacy' is appropriate. The subject property is designated Planned Shopping Center in the Park Bridge Master Plan.

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

Response: There are two (2) 'Drug Store, Pharmacies' in the immediate area. The nearest drug store is located at Publix (4305 State Bridge Road), which is approximately 0.3 miles away. Also, there is a Walgreens (4395 Kimball Bridge Road) in the City of Johns Creek that is located approximately 0.56 miles away from the applicant's proposed location.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria for a conditional use. The proposal should not have significant impacts on surrounding properties, which are mostly developed with non-residential uses. In addition, there is sufficient parking available and the use will generate vehicular trips that could be captured by other businesses operating in the shopping center.

CITIZEN PARTICIPATION PLAN

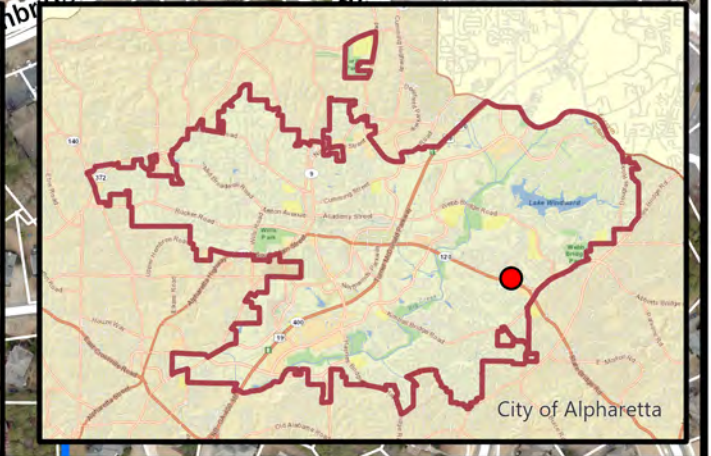
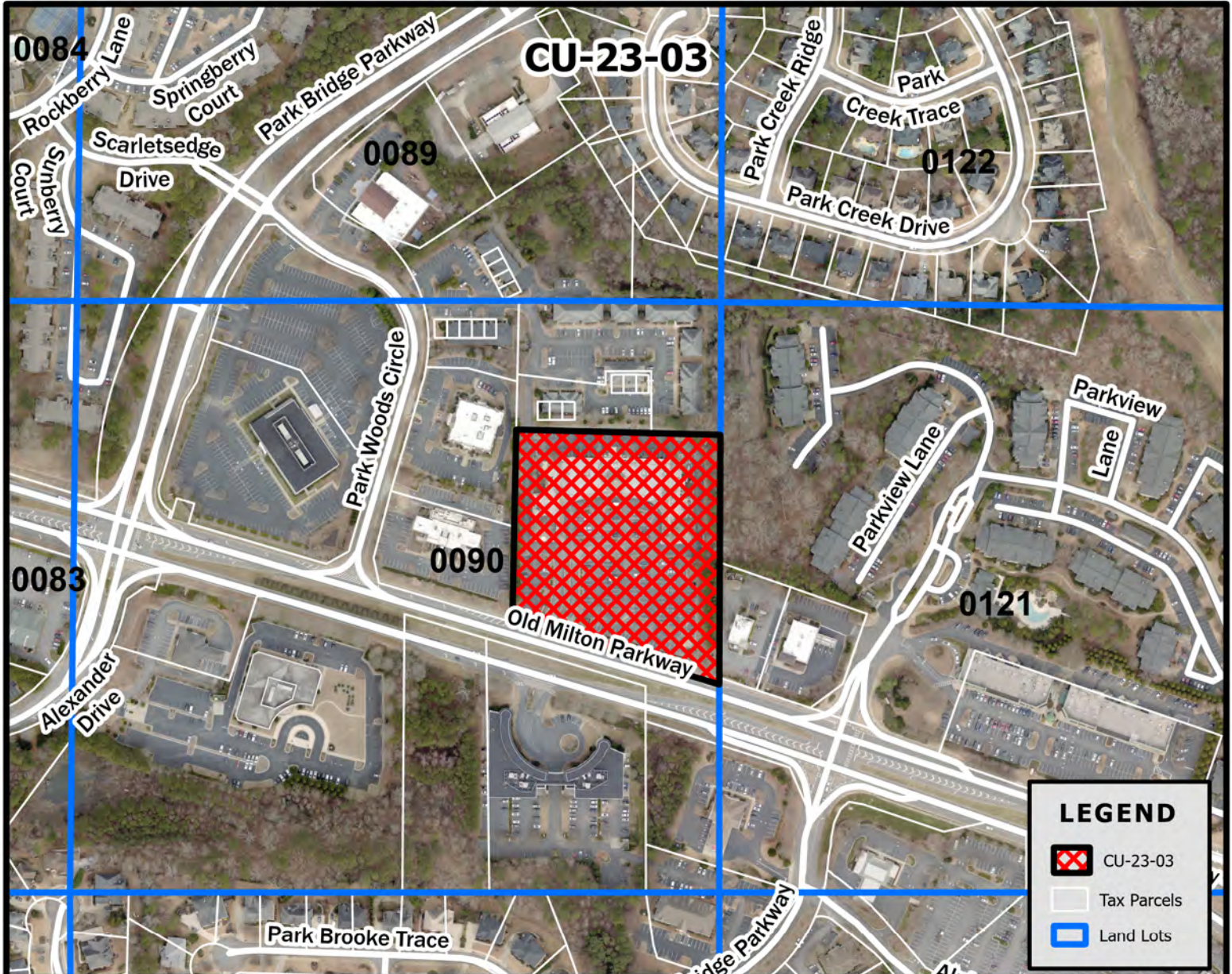
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

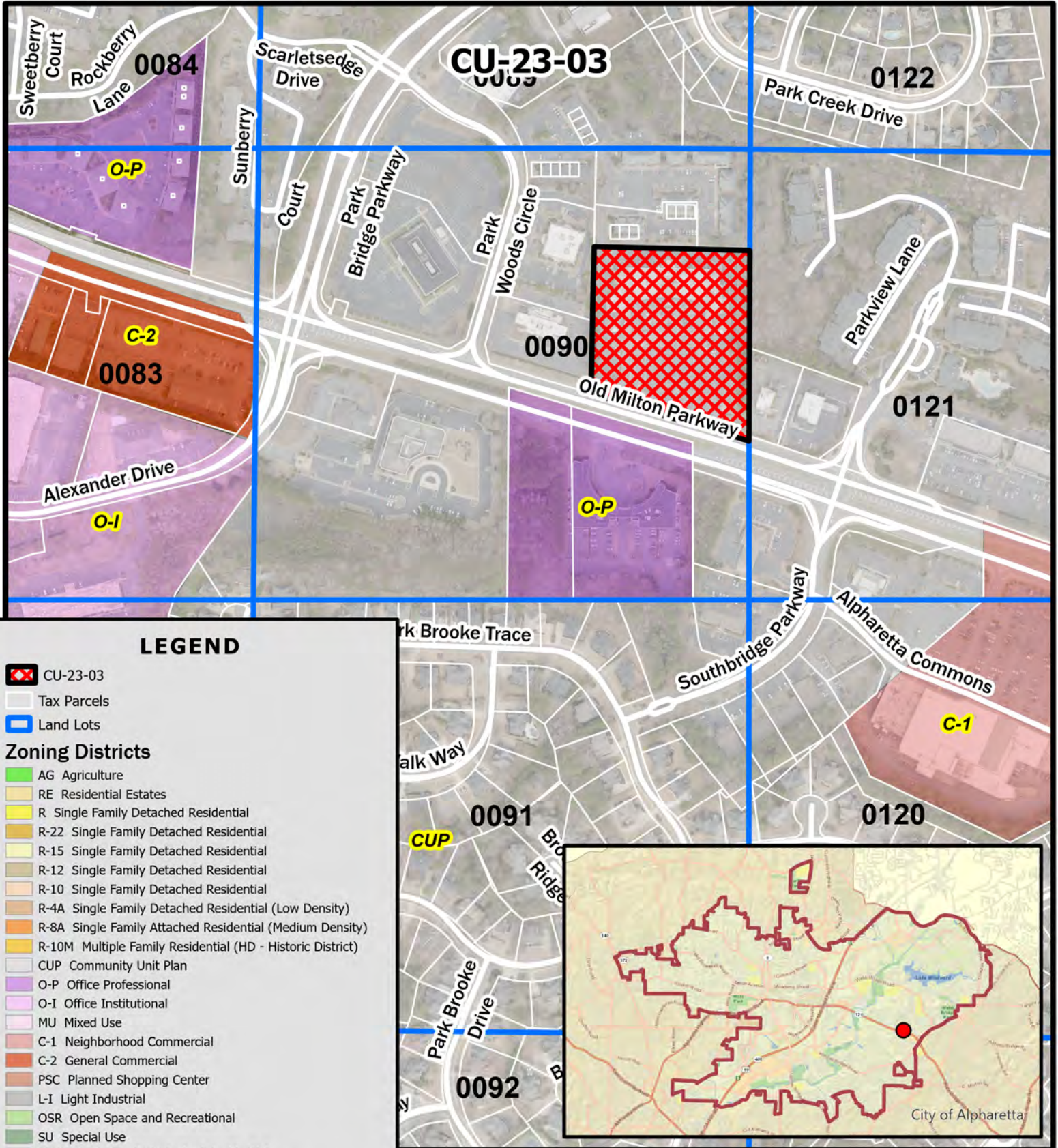
The CZIM was held on June 14, 2023. There was one (1) public comment in support of the applicant's request.

ATTACHMENTS:

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

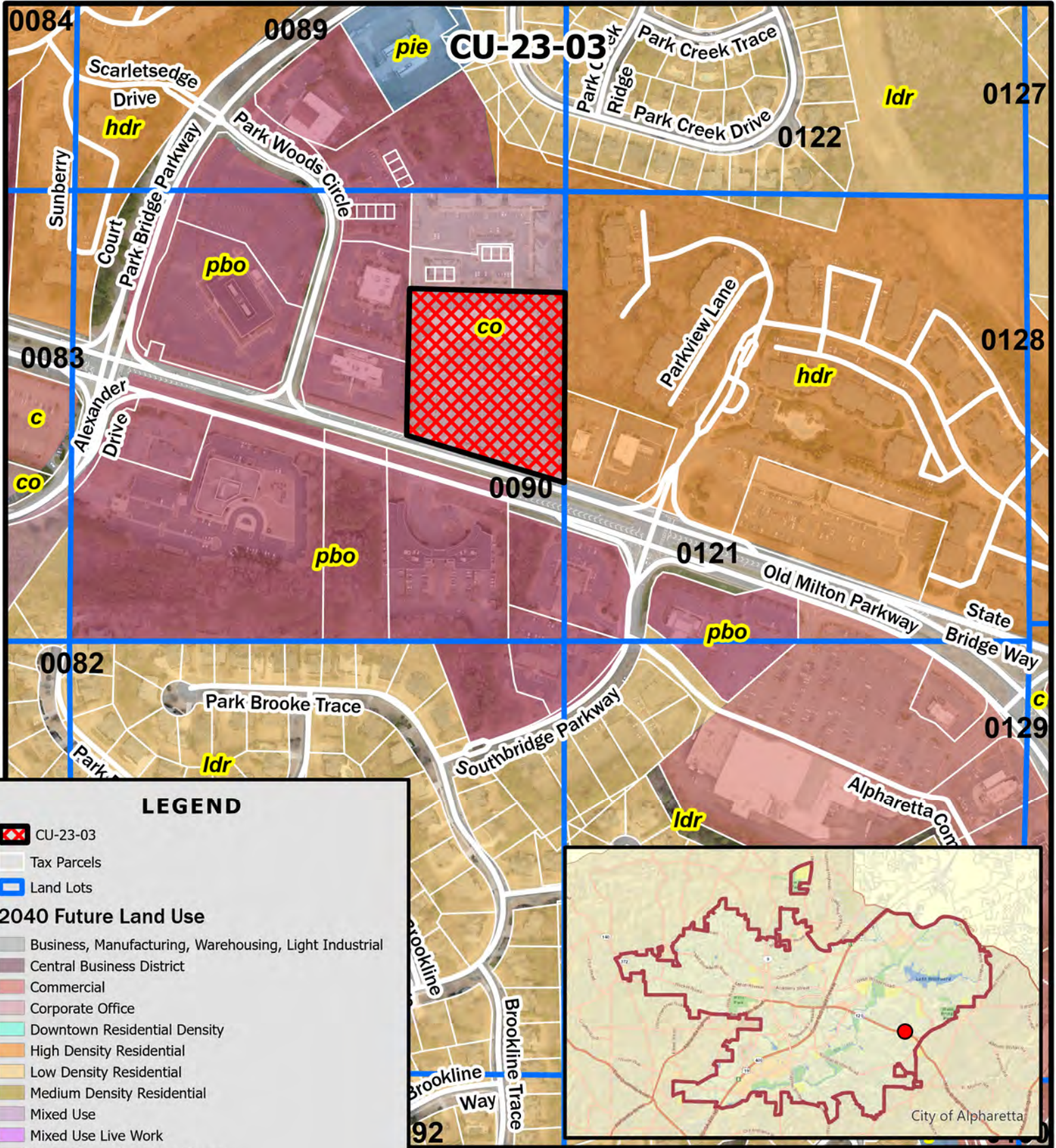


CU-23-03
D/LL: 1/1/1124
PC: 7/13/23
CC: 7/24/23



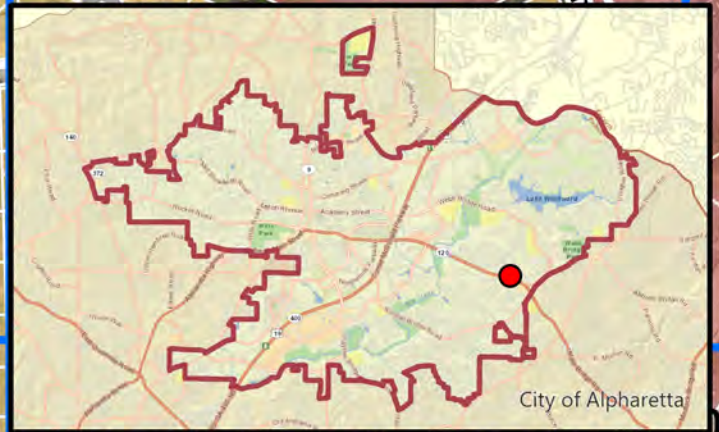
CU-23-03
D/LL: 1/1/1124
PC: 7/13/23
CC: 7/24/23

Zoning Map
Brandedmed Rx
4150 Old Milton Parkway

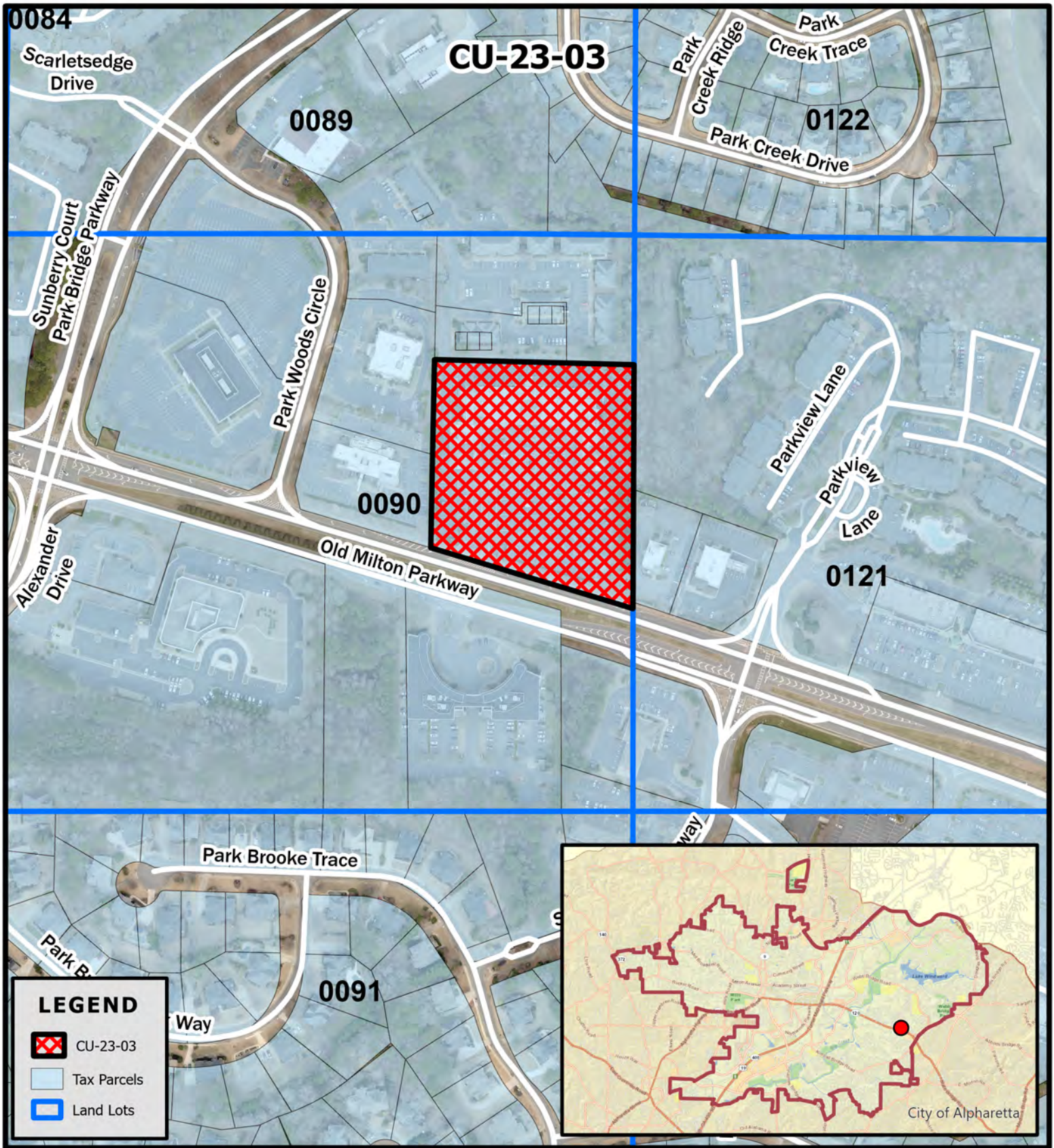


LEGEND

- CU-23-03
- Tax Parcels
- Land Lots
- 2040 Future Land Use**
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



CU-23-03
D/LL: 1/1/1124
PC: 7/13/23
CC: 7/24/23



CU-23-03
D/LL: 1/1/1124
PC: 7/13/23
CC: 7/24/23



Location Map
Brandedmed Rx
4150 Old Milton Parkway

Location Map Provided by:
Community Development - GIS
 Page 118 of 209

Community Zoning Information Meeting (CZIM)

June 14, 2023

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

CU-23-03 / Brandedmed RX / 4150 Old Milton Parkway

NAME	ADDRESS	COMMENTS
Warren Jolly	11340 Laketield Dr	We like this

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Brandedmed RX

Contact Name: Javier Vaca-Luna Telephone: 801-400-8773

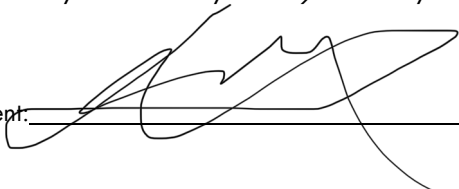
Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.
I have not received any phone calls, emails, or correspondences of any kind.

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

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

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

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

Signature of Authorized Agent: 

Date: 06-22-2023

Print Form

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PHA23014

PH #:

☐ Property Taxes & Code Violations Verified

☒ Fee Paid

Initial: ERC

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: JAVIER VACA LUNA

Telephone: 801-400-8773

Address: 200 Postwood Dr.

Suite: _____

City: Fayetteville

State: GA

Zip: 30215

Fax: _____

Mobile Tel: _____

Email: brandedmedrx@gmail.com

Subject Property Information:

Address: 4150
1450 Old Milton Pkwy Suite 113/114 Current Zoning: CUP
Retail

District: 1 Section: 1 Land Lot: 90 Parcel ID: _____

Proposed Zoning: Conditional Use Current Use: Retail

This Application For (Check All That Apply):

☒ Conditional Use

☐ Rezoning

☐ Variance

☐ Exception

☐ Master Plan Amendment

☐ Master Plan Review

☒ Public Hearing

☐ Other (Specify): _____

☐ Comprehensive Plan Amendment

APPLICANT REQUEST AND INTENT

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

- ~ Conditional Use
- ~ Open a retail pharmacy
- ~ Hours of Operation from 9-5 Monday - ~~Friday~~ ^{Saturday}
- ~ 2 Employees

Applicant's Request (Please itemize the proposal):

Brandedmed RX to have additional Conditional Use Zoning along with the additional CUP Zoning

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

Allow Brandedmed RX to operate within the City of Alpharetta guidelines, safety, & rules & regulations to protect the well being of all Alpharetta residents, businesses, & patrons as a retail pharmacy. No CBDs, narcotics, marijuana or services of the kind will take place at Brandedmed RX

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: SJA Properties LLC
Julia Lee Telephone: 334 - 350 - 2100

Address: 402 9th Ave SW Suite: _____

City: Lafayette State: AL Zip: 36862

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Javier Vaca-Luna Telephone: 801 - 400 - 8773

Address: 200 Postwood Dr. Suite: _____

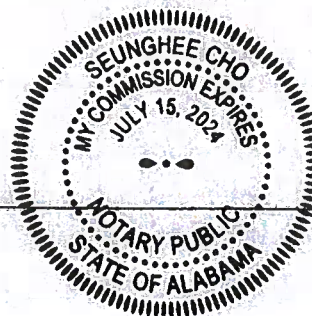
City: Fayetteville State: GA Zip: 30215

So Sworn and Attested:

Owner Signature: [Signature] Date: 4/27/2023

Notary:

Notary Signature: [Signature] Date: 4/27/2023



DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Javier Vaca Luna

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: 0

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: [Signature]

Date: 5/1/2023

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Currently there are multiple medical practices in the area; Brandedmed RX will support both the surrounding businesses & residents

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

Brandedmed RX will increase traffic flow leading to increased property values

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

Yes, pharmacies are zoned retail, as this shopping center is currently zoned

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

We will accommodate approximately an additional 50-100 people per day

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

Increased property values lead to increased funding for the educational system

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

Our request fits into the Alpharetta Plan. Alpharetta strives for live, work, play, promoting the max benefits of corporate, residential, & retail, along with education bringing the best to the community. Locations such as Innovation Academy & Alpharetta Square continue to bring people to Alpharetta

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

NO

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name:

Brandedmed RX

Contact Name:

Javier Vara Luna

Telephone:

801-400-8773

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

SJA Properties LLC → Julia LLC → 334-350-2100

See Attached List

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



Letter



Personal Visits



Telephone



Group Meeting



Email



Other (Please Specify)

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

JOSHI ROHIT VASANT & KHADILKAR MAN
ASI PRADEEP
2050 BROOKE FOREST CT
ALPHARETTA GA 30022

MA QIULIN & JIN MINGSHUN
5065 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

LI FAMING & GAO TIAN
4665 PARK BROOKE TRC
ALPHARETTA GA 30022

MAZER COREY J
4165 OLD MILTON PKWY STE 270
ALPHARETTA GA 30005-4479

JACOBSON KENNETH E & DONNA E
4740 PARK BROOKE TRCE
ALPHARETTA GA 30022

MOTEN SHEZAD A & MOTEN MARIA ARLEN
906 STREAM VALLEY TRL
ALPHARETTA GA 30022

POHL HANA R
5020 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

MARKUS ANDREW NEIL & NEIL BARBARA J
5035 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

BAREL TAL
819 FOREST PATH LANE
ALPHARETTA GA 30022

ROSER CINDY & LASSETTER SCOTT A.
5090 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

DHANESHWAR GIRISH N & GOKHALE MEGH
ANA
809 FOREST PATH LN
ALPHARETTA GA 30022

BENDECK BRADLEY BENDECK LINDSAY
833 FOREST PATH LANE
ALPHARETTA GA 30022

WEBB MURRAY & CAMPBELL PEGGY
5120 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

SHI MINGFEI
4695 PARK BROOKE TRCE
ALPHARETTA GA 30022

CHICK FIL A INC
5200 BUFFINGTON RD
ATLANTA GA 30349

ABRAM WILLIAM P & MARTHA B
4670 PARK BROOKE TRCE
ALPHARETTA GA 30022

KER CAR LLC
5430 NEW NORTHSIDE DR STE 200
ATLANTA GA 30339

DITMORE VINCENT G & PEGGY S
824 FOREST PATH LN
ALPHARETTA GA 30022-6468

FRENCH MICHAEL A & FRENCH ERIN ELI
ZABETH
5130 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

SIGG CHRISTOPHER K & ANNE M
1001 STREAM VALLEY CT
ALPHARETTA GA 30022

BAISHYA PANKAJ & RADHIKA
808 FOREST PATH LANE
ALPHARETTA GA 30022

SOUTHTRUST BANK
P.O. BOX 2609
CARLSBAD CA 92018-2609

11373 SOUTHBRIDGE LLC
10737 BELL RD
DULUTH GA 30097

KATES RANDY L & RHONDA K
826 FOREST PATH LN
ALPHARETTA GA 30022-6468

RUSSELL KURT LAMOINE & RUSSELL BET
TINA TAMMETTA
5140 PARK BROOKE WALK WAY
ALPHARETTA GA 30022-3404

CLARK BRIAN & LYNDA J
4685 PARK BROOKE TRCE
ALPHARETTA GA 30022

CAREY STEPHEN P & KRISTI M
625 BROOKLINE RIDGE
ALPHARETTA GA 30022

AROS SABRINE
5055 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

ZHAO HUI
811 FOREST PATH LN
ALPHARETTA GA 30022

CHUGH VIVEK & SONIA
1003 STREAM VALLEY CT
ALPHARETTA GA 30022

ARORA SARGAM & SURESH DAVE
817 FOREST PATH LN
ALPHARETTA GA 30022

GLENN ERNEST H & HASKETT GLENN AND
REA L
816 FOREST PATH LN
ALPHARETTA GA 30022

POWERMIND SOLUTIONS INC
1845 MANOR VW
CUMMING GA 30041

SANUTTI MICHAEL & CAROLYN
812 FOREST PATH LANE
ALPHARETTA GA 30022

PARK BROOKE COMMUNITY ASSOC INC
P.O. BOX 670177
MARIETTA GA 30066-2458

VAJRA HOLDINGS LLC
11539 PARK WOODS CIR STE 303
ALPHARETTA GA 30022

KNOLL MICHAEL C & CYNTHIA A
828 FOREST PATH LN
ALPHARETTA GA 30022-6468

MICHAEL LAST REVOCABLE TRUST THE
210 AUTUMN SAGE DR
ALPHARETTA GA 30005

ZHU KAI & CHEN HONG
380 PARK CREEK DR
ALPHARETTA GA 30005

BHIKHA SUNIL
834 FOREST PATH LN
ALPHARETTA GA 30022

CLOCK TOWER INVESTMENTS LLC
2830 CAHABA RD
BIRMINGHAM AL 35223

GT HOSPITALITY LLC
5100 PEACHTREE IND BLVD STE 100
NORCROSS GA 30071

YOUNG SHEVAWN B
700 FOREST PATH CIR
ALPHARETTA GA 30022

SILGUERO CARLOS FLORES & VAZQUEZ G
ABRIELA PRADO
270 PARK CREEK DR
ALPHARETTA GA 30005

ZHANG PING & CHEN YUANSHENG
11545 PARK WOOD CIR STE A
ALPHARETTA GA 30005

TUCCI KYLE T & JOY S
832 FOREST PATH LN
ALPHARETTA GA 30022-6468

KUMAR RAJ & PATIDAR KIRAN
460 PARK CREEK DR
ALPHARETTA GA 30005

TMT PARK BRIDGE INC
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305-1512

SPOHRER DANIEL T & CALI
829 FOREST PATH LN
ALPHARETTA GA 30022

IDENTITY REALITY LLC
9754 TALISMAN DR
ALPHARETTA GA 30022

REID LISA ALVA BYNES
395 PARK CREEK DR
ALPHARETTA GA 30005

KAUFMAN RICHARD D & KELLY NICOLE
802 FOREST PATH LANE
ALPHARETTA GA 30022

ANOMACH INC
11539 PARK WOODS CIR STE 701
ALPHARETTA GA 30005-2413

LARA HOLDINGS INC
11539 PARK WOODS CIR UNIT 401 & 402
ALPHARETTA GA 30005

FRIESELL FAMILY REVOCABLE TR
20655 PLACER HILLS RD
COLFAX CA 95713

CITY OF ALPHARETTA
2 SOUTH MAIN ST # STE-C
ALPHARETTA GA 30004

WEBERS JEANNETTE A & WAYNE W
220 PARK CREEK DR
ALPHARETTA GA 30005-3771

HARVEY ANGELA B & HUBERT D
1009 STREAM VALLEY CT
ALPHARETTA GA 30022-6472

CONTRERAS LAURA TERESA & CONTRERAS
NELSON EDUARDO
280 PARK CREEK DR
ALPHARETTA GA 30005-3771

LAND SELLUTIONS INC
P O BOX 2458
ALPHARETTA GA 30023-2458

VARMA PARUL & VARMA VIKAS
390 PARK CREEK DR
ALPHARETTA GA 30005

BOUGET LAUREN AGNIESKA MERCEDES JA
CQUELI NE & ROBL
560 PARK CREEK RDG
ALPHARETTA GA 30005

TAVASSOLI VAHID
6040 TAMARACK CT
ALPHARETTA GA 30005

VURUPATUR PANCHAJANYAM
410 PARK CREEK DR
ALPHARETTA GA 30005

KREPISTMAN ADAM E & SHELLY R
605 PARK CREEK TRCE
ALPHARETTA GA 30005

CELMER KENNETH L
5060 TAHOE PINES WAY
ALPHARETTA GA 30005

DHA & ASSOCIATES LLC
11535 PARK WOODS CIR #A3
ALPHARETTA GA 30005

MANTCHEV NIKOLAY P
335 PARK CREEK DR
ALPHARETTA GA 30005

VIVIO ANTHONY MICHAEL & ANDREA R
6020 TAMARACK CT
ALPHARETTA GA 30005

LAND SELLUTIONS INC
5675 MILLWICK DR
ALPHARETTA GA 30005

OGLESBY PATRICK S & DEBORAH E
615 PARK CREEK TRCE
ALPHARETTA GA 30005

WELLS WILLIAM B & WELLS CHRISTEN M
5075 TAHOE PINES WAY
ALPHARETTA GA 30005

BNH LLC
230 BOXGROVE RD
ALPHARETTA GA 30022

DESTEFANO GERALD J & ELLEN L
6025 TAMARACK CT
ALPHARETTA GA 30005

EABY JOEL A & EABY JENNIFER R
5045 TAHOE PINES WAY
ALPHARETTA GA 30005

SWINSKY DAVID P & NHUNG TRAN
105 PARK CREEK DR
ALPHARETTA GA 30005

BESSONNY STEVE L & APRIL M
5070 TAHOE PINES WAY
ALPHARETTA GA 30005

FURMAN LYUDMILA & VLADIMIR
6035 TAMARACK CT
ALPHARETTA GA 30005

BELMONT AT PARK BRIDGE PROPERTY LLC
615 PALISADES AVE
SANTA MONICA CA 90402

SALMANSOHN CHAD & SALMANSOHN LISA R
6090 TAMARACK CT
ALPHARETTA GA 30005

DOHERTY KEVIN & DA COSTA FERNADA
5055 TAHOE PINES WAY
ALPHARETTA GA 30005

SPARKS LAW LLC
11877 DOUGLAS RD STE 102-210
ALPHARETTA GA 30005

CONTINENTAL SOUTHERN INC
XX
ALPHARETTA GA 30009-1876

BRINSON MICHAEL L & ANITA C
6070 TAMARACK CT
ALPHARETTA GA 30005

WEINBAUM MEREDITH D
320 PARK CREEK DR
ALPHARETTA GA 30005

FETZEK MICHAEL T & JUDITH A
6015 TAMARACK CT
ALPHARETTA GA 30005

PIEDMONT CAPITAL HOLDINGS LLC
3715 NORTHSIDE PKWY #2-185
ATLANTA GA 30327

DAVENPORT KANDY
115 PARK CREEK DR
ALPHARETTA GA 30005

BENNETT SCOTT D & ANGELA P
5040 TAHOE PINE WAY
ALPHARETTA GA 30005

HARRISON WILLIAM J
1420 TAMARACK WAY
ALPHARETTA GA 30005

STATE AND STATE LLC
3366 CAVERTON LN
ALPHARETTA GA 30022

CHA HYUN AH & HWANG WEN HAI
2040 BROOKE FOREST CT
ALPHARETTA GA 30022

MILLS KISHA
4720 PARK BROOKE TRC
ALPHARETTA GA 30022

PIOTROWSKI VICTOR J & ELZBIETA
1170 TIMBERLINE PL
ALPHARETTA GA 30005-3713

SUNDARESWARAN SUMESH & NAIR DEEPA
2060 BROOKE FOREST CT
ALPHARETTA GA 30022

YAN MARY FU & TIAN GUANGSEN
5045 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

SOTNIKOV STANLEY
1400 TAMARACK WAY
ALPHARETTA GA 30005

SACKO HAMIDOU & CHANTELL
5075 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

DINNERSTEIN ELLYN W
803 FOREST PATH LN
ALPHARETTA GA 30022

GRIFFIN TY & MELANIE
1350 TAHOE PINES CIR
ALPHARETTA GA 30005

Z M CORPORATION INC
2810 LONG GROVE RD
MARIETTA GA 30062

RAMALEKSHMANAN RAMESH KUMAR & VIJ
YAKUMARI BINITHA
822 FOREST PATH LANE
ALPHARETTA GA 30022

GEORGIA TRANSMISSION CORP
2100 EAST EXCHANGE PL
TUCKER GA 30085

HAUGAARD JUAN ANDRES & DORYS AURORA
5015 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

DAVIS STACEY A
820 FOREST PATH LANE
ALPHARETTA GA 30022

SUNTRUST BANK
PO BOX 26665 VA-RIC-8614
RICHMOND VA 23261-6665

CHILL HOLDINGS LLC
11371 SOUTHBRIDGE PKWY
ALPHARETTA GA 30022

KIMBALL ALPHARETTA ESTATE LLC
8538 SPRING BREEZE TER
SUWANEE GA 30024

RP ALPHARETTA LLC
P.O. BOX 450233
ATLANTA GA 31145

H&M ALPHARETTA LLC
2858 WALKING HORSE RANCH DR
NORCO CA 92860

LEMOND GEORGE F JR & LEMOND AMY M
4645 PARK BROOKE TRCE
ALPHARETTA GA 30022

RIVERGREEN PROPERTIES LLC
4010 OLD MILTON PKWY
ALPHARETTA GA 30005-3422

WARNER CHRISTOPHER J & ANNE J
4745 PARK BROOKE TRCE
ALPHARETTA GA 30022-3485

GOLDEN CITY 11375 REALTY LLC
757 60TH ST
BROOKLYN NY 11220

ISHAK GEORGE & MAGGIE
2070 BROOKE FOREST CT
ALPHARETTA GA 30022

COLE KENT S & MELISSA R
807 FOREST PATH LN
ALPHARETTA GA 30022

SHIFRIN VALERA & MARINA
4590 PARK BROOKE TRCE
ALPHARETTA GA 30022

BLANDINO ANNE MARIE BLANDINO ANTHO
NY S
2030 BROOKE FOREST CT
ALPHARETTA GA 30022

PARK BROOKE COM ASSN INC
P.O. BOX 670177 SUITE F10
MARIETTA GA 30066-2458

SHARMA SANJAY
818 FOREST PATH LANE
ALPHARETTA GA 30022

BROWN RUEL A & DEBORAH W
701 FOREST PATH CIR
ALPHARETTA GA 30022

CEDAR SIDE PROP LLC
4550 WEATHERVANE DR
ALPHARETTA GA 30022

VAIDYA MILIND M & MANJARI M
415 PARK CREEK DR
ALPHARETTA GA 30005

WOOD BARRY & FRAN
4655 PARK BROOKE TRCE
ALPHARETTA GA 30022

SPECTRUM BUILDERS DSI LLC
P O BOX 4830
ALPHARETTA GA 30023-4830

ALVARO AGUDELO AGENCY LLC
11539 PARK WOODS CIR STE 601
ALPHARETTA GA 30005

SHARMA MAYANK R K & VAIDYA DIPTI S
635 BROOKLINE RDG
ALPHARETTA GA 30022-3729

ALLOUL MAYSAA W. ABOU
1290 REDBUD DR
ALPHARETTA GA 30005

YANG YAO C & CHANG WU
420 PARK CREEK DR
ALPHARETTA GA 30005

DICIOCCIO PAULA A & SMITH STEPHEN G
1007 STREAM VALLEY CT
ALPHARETTA GA 30022

ALLA VENKATA V
300 PARK CREEK DR
ALPHARETTA GA 30005

GABU SRAVANTHI
865 WESCOTT AVE
SUWANEE GA 30024

FARSHID MOSTOUFI & SHOLEH MORAKABA
TI
4630 PARK BROOKE TRCE
ALPHARETTA GA 30022

KING DANIEL G & BRENDA B
435 PARK CREEK DR
ALPHARETTA GA 30005-3777

TICE JEFFREY SCOTT & TICE JESSICA
TILL
240 PARK CREEK DR
ALPHARETTA GA 30005

WOLF ELEANOR
600 ATHLONE CT
ALPHARETTA GA 30004-2649

ANGEL ASSOCIATES LLC
11539 PARK WOODS CIR STE 602
ALPHARETTA GA 30005

VIDHATHRI LLC
6815 BROOKLEIGH OVERLOOK
CUMMING GA 30040-6897

DOMBECK DAVID S & ELISE N
814 FOREST PATH LANE
ALPHARETTA GA 30022

BRONNER SUSAN A
210 PARK CREEK DR
ALPHARETTA GA 30005

SERGEYEV VLADIMIR & NATALYA
5312 188TH PL NE
SAMMAMISH WA 98074

SUTHERLAND KIMBERLY
4725 PARK BROOKE TRC
ALPHARETTA GA 30022

ATLANTA HOSPITALITY LLC
11539 PARK WOODS CIR # 201
ALPHARETTA GA 30005

HAIT HOLDINGS LLC
185 STOCKWOOD DR STE 100
WOODSTOCK GA 30188

XIAO YU ET AL
11545 PARK WOODS CIR STE A
ALPHARETTA GA 30005

BNH LLC
230 BOXGROVE RD
ALPHARETTA GA 30022

HAMELBERG DONALD HAMELBERG ELIZAB
TH
250 PARK CREEK DR
ALPHARETTA GA 30005

HANC INVESTMENTS LLC
11539 PARK WOODS CIR STE 303
ALPHARETTA GA 30005

JHA RAMA NATH
455 PARK CREEK DR
ALPHARETTA GA 30005

M & M BUSINESS CONSULTING INC
11964 THORNBURY VIEW
ALPHARETTA GA 30005-9016

JPMORGAN CHASE BANK
131 S DEARBORN ST FLOOR 3
CHICAGO IL 60603

LEWIS JOHN S & SYLVIA S
510 PARK CREEK RIDGE
ALPHARETTA GA 30005-3781

KLAR SATGUR S & INDERJIT K
5080 TAHOE PINES WAY
ALPHARETTA GA 30005

BNH LLC
230 BOXGROVE RD
ALPHARETTA GA 30022

CLEAR BRYAN & LAURA
635 PARK CREEK TRCE
ALPHARETTA GA 30005

DYE DENNIS W JR
6010 TAMARACK CT
ALPHARETTA GA 30005

NEEL LLC
2056 SHAUDI LANE
ATLANTA GA 30345

DE LA CROIX ANDRE & ANITA
535 PARK CREEK RIDGE
ALPHARETTA GA 30005

KHANAPURKAR AMOL & SAMPADA
5065 TAHOE PINES WAY
ALPHARETTA GA 30005

TRAN VENTURES LLC THE
3450 OLD MILTON PKWY #100
ALPHARETTA GA 30005

YORK CARLA H
625 PARK CREEK TRCE
ALPHARETTA GA 30005

HIGHLANDS HOMEOWNERS ASSOCIATION
NC
P O BOX 2458
ALPHARETTA GA 30023

AJY GEORGE S & KIMBERLY A B
340 PARK CREEK DR
ALPHARETTA GA 30005

CHOPRA AJAY & ANSHU
205 PARK CREEK DR
ALPHARETTA GA 30005

SIRIGIRI CHANDANA & KODALI JEEVAN
6045 TAMARACK CT
ALPHARETTA GA 30005

CROWE PAUL J & LYNN A
600 PARK CREEK TRCE
ALPHARETTA GA 30005

NGUYEN LANIE & KEVIN VU
310 PARK CREEK DR
ALPHARETTA GA 30005

BRAVO INGRID
1430 TAMARACK WAY
ALPHARETTA GA 30005

WASHINGTON JESSICA & WASHINGTON MA
RCUS
345 PARK CREEK DR
ALPHARETTA GA 30005

SKOBAREV VLADIMIR & KATSARKA DESIS
LAVA
125 PARK CREEK DR
ALPHARETTA GA 30005

JONES JILL B
1150 TIMBERLINE PL
ALPHARETTA GA 30005

SYED SHAUKAT A
795 HAMMOND DR UNIT 513
ATLANTA GA 30328

GOLDBERG BRIAN E & MELISSA S
325 PARK CREEK DR
ALPHARETTA GA 30005

HMB FOOD INC
4239 BLUEHOUSE LN
ALPHARETTA GA 30022

OLSON STEVEN H & JOYCE M
315 PARK CREEK DR
ALPHARETTA GA 30005-3776

KARRI BALAJI & KARRI USHA RANI
515 PARK CREEK RIDGE
ALPHARETTA GA 30005

MEMPHIS INTERIORS L L C
4465 STATE BRIDGE WAY
ALPHARETTA GA 30005

JENEI R JONATHAN & SUSAN E
360 PARK CREEK DR
ALPHARETTA GA 30005-3772

MARKS ALLAN R
5025 TAHOE PINES WAY
ALPHARETTA GA 30005

ANUNDA PAUL & MYOSIA KAHENDE
1410 TAMARACK WAY
ALPHARETTA GA 30005

STATE AND STATE LLC
3366 CAVERTON LN
ALPHARETTA GA 30022

B M T INVESTMENTS LLC
115 VILLAGE CENTRE W
WOODSTOCK GA 30188

CHENG ZHESHENG & GONG XIAOHONG
4675 PARK BROOKE TRCE
ALPHARETTA GA 30022

U STORE L L C
4400 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

CHEEKATI SUDHA M & CHEEKATI PRATAP
B
5100 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

SCHROEDER SCOTT A & CHRISTINE M
815 FOREST PATH LN
ALPHARETTA GA 30022

PARIKH & PARIKH LLC
9210 PRESTWICK CLUB DR
DULUTH GA 30097

WEALTH MIGRATE MEDICAL 3 HOLDINGS
LLC
1760 PEACHTREE ST NW STE 100
ATLANTA GA 30309

BATES MATTHEW J & KELLY H
903 STREAM VALLEY TRL
ALPHARETTA GA 30022

NIKULINA TATYANA
3875 MANSELL RD # 270
ALPHARETTA GA 30022

PENG YANWEN
5085 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

DURHAM BILL J & PATRICIA A
5025 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

OLD MILTON PROPERTIES LLC
4125 OLD MILTON PKWY
ALPHARETTA GA 30005-4443

DEVRAJ SANJIV & SUDHA
4680 PARK BROOKE TRCE
ALPHARETTA GA 30022

SINGHAL ANAND & SONALI
4730 PRAK BROOKE TRC
ALPHARETTA GA 30022

RP ALPHARETTA LLC
P.O. BOX 450233
ATLANTA GA 31145

SMITH ALEX & SMITH JULIE
5010 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

URREA NICOLAS & MICHELLE E
805 FOREST PATH LANE
ALPHARETTA GA 30022

YE JEFF HUAQING & FENG XINXIN
4020 OLD MILTON PKWY
ALPHARETTA GA 30005

AMALFARD MOSTAFA S
P.O. BOX 1422
ALPHARETTA GA 30004

CHEN PHILLIP & CHEN ZENIA SANG
4705 PARK BROOKE TRC
ALPHARETTA GA 30022

BANDZAR MORADALI & SONIA
5150 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

ARTHAM KIRAN
5130 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

ZHU YIFEI & LIU CHANGYAN
4735 PARK BROOKE TRC
ALPHARETTA GA 30022

CHEEKATI PURNACHANDRA
5110 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

ALZONA MORTIMER T & ALZONA LIZABET
H S
4690 PARK BROOKE TRCE
ALPHARETTA GA 30022

HOEY REVOCABLE TRUST THE
4710 PARK BROOKE TRCE
ALPHARETTA GA 30022

CRUMPLER FRANK & GLENDA R
4660 PARK BROOKE TRC
ALPHARETTA GA 30022-3731

MEDLOCK JONATHAN BROOKE II & MEDLO
CK LAURABETH
4715 PARK BROOKE TRC
ALPHARETTA GA 30022

MC DONNELL JAMES P & MIA E
5005 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

SINGH AMIT K & DAS LAHARI B
813 FOREST PATH LANE
ALPHARETTA GA 30022

FABER LUKAS & WANG PING
830 FOREST PATH LN
ALPHARETTA GA 30022

KURUP KAILAS & VENUGOPAL GEETHU
370 PARK CREEK DR
ALPHARETTA GA 30005

CORBIN JENNIFER B TRE
4625 PARK BROOKE TRCE
ALPHARETTA GA 30022

D & T REALTY ASSOCIATIES LLLP
4030 JOHNS CREEK PKWY
SUWANEE GA 30024

LARA HOLDINGS INC.
11539 PARK WOODS CIR UNIT 401 & 402
ALPHARETTA GA 30005

COBB DAVID R COBB ANGELA T
4650 PARK BROOKE TRCE
ALPHARETTA GA 30022

SHARMA RAJ
615 BROOKLINE RDG
ALPHARETTA GA 30022

RAIMONDO REVOCABLE LIVING TRUST THI
440 PARK CREEK DR
ALPHARETTA GA 30005

SAMPLES ROBERTA H & ADRIAN L
703 FOREST PATH CIR
ALPHARETTA GA 30022

JEAN ROSE LYS D
1005 STREAM VALLEY CT
ALPHARETTA GA 30022

D & C REAL ESTATE LLC
11525 PARK WOODS CIR
ALPHARETTA GA 30005

PATIL DHARMARAJ H
11379 SOUTHBRIDGE PKWY
ALPHARETTA GA 30022

AL MAMUN SHAH M A & RAHMAN ZAHRIN
800 FOREST PATH LANE
ALPHARETTA GA 30022

SINGH PRANAV & CHAUHAN ARTI
445 PARK CREEK DR
ALPHARETTA GA 30005

HAWKINS WILLIAM
702 FOREST PATH CIR
ALPHARETTA GA 30022

SCRUGGS DANIEL & SCRUGGS MEGAN
4640 PARK BROOKE TRCE
ALPHARETTA GA 30022

FORMOSA ATLANTA GROUP LLC
11539 PARK WOODS CIR # 101
ALPHARETTA GA 30005

THEODOSI BARRY & LA TASHA B
810 FOREST PATH LN
ALPHARETTA GA 30022

PETER MACGREGOR REVOCABLE TRUST THE
904 STREAM VALLEY TRL
ALPHARETTA GA 30022

PEACHTREE PREP EDUCATION FACILITY
LLC & BLUE LAKE
2200 N RODNEY PARHAM RD STE 206
LITTLE ROCK AR 72212

NEUSE INC
P. O. BOX 27131
RALEIGH NC 27611-7131

SWARANG PROPERTIES LLC
515 STONEBURY DR
ALPHARETTA GA 30005

MSYS TECHNOLOGIES LLC
11539 PARKWOODS CIR STE 702
ALPHARETTA GA 30005-2413

HENDRIX ROSS E & ALLISON
902 STREAM VALLEY TRL
ALPHARETTA GA 30022

BNH LLC
230 BOXGROVE RD
ALPHARETTA GA 30022

HARRIS OSCAR & DOROTHY A
230 PARK CREEK DR
ALPHARETTA GA 30005-3771

DRP COMPANY
4308 CAYUGA ST
TAMPA FL 33614

XYZ GROUP LLC
11539 PARK WOODS CIR UNIT 103
ALPHARETTA GA 30005

SIMPLY BY THE SEA PROPERTIES LLC
11539 PARK WOODS CIR STE 102
ALPHARETTA GA 30005

HPA BORROWER 2020 2 ML LLC
180 N STETSON STE 3650
CHICAGO IL 60601

LAM MAN WAI & KWOK WAI MAN
235 PARK CREEK DR
ALPHARETTA GA 30005

BARRETT ROBERT & BARRETT VALERIE
6055 TAMARACK CT
ALPHARETTA GA 30005

PARK BRIDGE PKWY APARTMENTS INVEST
ORS LLC
P O BOX 1368
CARLSBAD CA 92018-1368

HALIM ALI H & CANDACE THOMAS
620 PARK CREEK TRC
ALPHARETTA GA 30005

JOSHI RAJESH V
5050 TAHOE PINE WAY
ALPHARETTA GA 30005

TIAN BEIBEI
430 PARK CREEK DR
ALPHARETTA GA 30005

SHAFIR LORA & SHAFIR PAVEL
330 PARK CREEK DR
ALPHARETTA GA 30005

CHEUNG HAU SANG HOWARD
6065 TAMARACK CT
ALPHARETTA GA 30005

PARK BRIDGE OWNERS ASSOC INC
260 AUTUMN SAGE DR
ALPHARETTA GA 30023

BOAZ ZOLOTOV
545 PARK CREEK RDG
ALPHARETTA GA 30005

MATA JOSE & GLENDA GARCIA DE
6060 TAMARACK CT
ALPHARETTA GA 30005

VAJRA HOLDINGS LLC
11539 PARK WOODS CIR STE 303
ALPHARETTA GA 30022

NIEVES RICARDO & LESLIE
565 PARK CREEK RIDGE
ALPHARETTA GA 30005

WOTIZ TODD
6050 TAMARACK CT
ALPHARETTA GA 30005-3402

MYGENOMICS LLC
11535 PARK WOODS CIR STE E
ALPHARETTA GA 30005

WHITE FRED & TERESA
185 PARK CREEK DR
ALPHARETTA GA 30005

SHARPE KEENAN L & COLGAN MARIKA
5035 TAHOE PINES WAY
ALPHARETTA GA 30005

GOKARE HOLDINGS LLC
11545 PARK WOODS CIR STE D
ALPHARETTA GA 30005

WU LETING & YING XIAOWEI
350 PARK CREEK DR
ALPHARETTA GA 30022

KHOURY JACK & WENDY A
6075 TAMARACK CT
ALPHARETTA GA 30005

MC CRAW MICHAEL A
260 PARK CREEK DR
ALPHARETTA GA 30005

TRAVOSS SHON M & TRAVOSS SUSAN M
245 PARK CREEK DR
ALPHARETTA GA 30005

ACKERMAN NATHANIEL A & SHERRI T
6030 TAMARACK CT
ALPHARETTA GA 30005

KIM JIHYE K
450 PARK CREEK DR
ALPHARETTA GA 30005

AZIM MUHAMMAD A
525 PARK CREEK RDG
ALPHARETTA GA 30005

KELLA RAJESH & GAUTAMI R
6080 TAMARACK CT
ALPHARETTA GA 30005

XYZ GROUP LLC
11539 PARK WOODS CIR UNIT 103
ALPHARETTA GA 30005

ZAHARIADES MICHAEL J & DEBORAH
4240 BRECKENRIDGE CT
ALPHARETTA GA 30005

BUCKINGHAM MARK R & EVA K
6085 TAMARACK CT
ALPHARETTA GA 30005

H&N KIMBALL LLC
4400 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

BROTHERS PROPERTIES JOHNS CREEK LLC
8920 EVES RD NE BOX 767172
ROSWELL GA 30076

U STORE L L C
4400 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

BELMONT AT PARK BRIDGE PROPERTY LLC
615 PALISADES AVE
SANTA MONICA CA 90402

MERCADO JUAN GABRIEL & CIFUENTES M
ARIA CLARA ANGEL
1335 TAHOE PINES CIR
ALPHARETTA GA 30005

DAMES CINQUE & JAMISE L
1345 TAHOE PINES CIR
ALPHARETTA GA 30005

SCF RC FUNDING IV LLC
106 NW 33 RD COURT STE A
GAINESVILLE FL 32607

OHORA JAMES M & JULIE R
1340 TAHOE PINES CIR
ALPHARETTA GA 30005

ALBANY ROAD BROOKSIDE CONCOURSE LLC
155 FEDERAL ST STE 1202
BOSTON MA 02110

HHK PROPERTIES LLC
5450 MCGINNIS FERRY VILLAGE PL UNI
T 103
ALPHARETTA GA 30005

PLC BROOKSIDE LLC
P.O. BOX 450233
ATLANTA GA 31145

NORTHERN CARL
11390 BROOKHOLLOW TRL
ALPHARETTA GA 30022

DOGBERRY PROPERTIES LLC
2140 CLAY DR
SANDY SPRINGS GA 30350-3604

NAPIER DAVID L & JULIE A
11380 BROOKHOLLOW TRL
ALPHARETTA GA 30022

BERGDOLL MARILYN J
11410 BROOKHOLLOW TRL
ALPHARETTA GA 30022

BYKHOVSKY NATALIA & BYKHOVSKY MARK
115 BROOKHOLLOW TRCE
ALPHARETTA GA 30022

BERGDOLL MARILYN J
11410 BROOKHOLLOW TRL
ALPHARETTA GA 30022

JENSEN DAVID & SAWISCH KYLIE
11400 BROOKHOLLOW TRL
ALPHARETTA GA 30022

BIG CREEK PRIMITIVE BAPT CH
4490 STATE BRIDGE WAY
ALPHARETTA GA 30005-4409

EXHIBIT "E"

LEGAL DESCRIPTION

EXHIBIT B

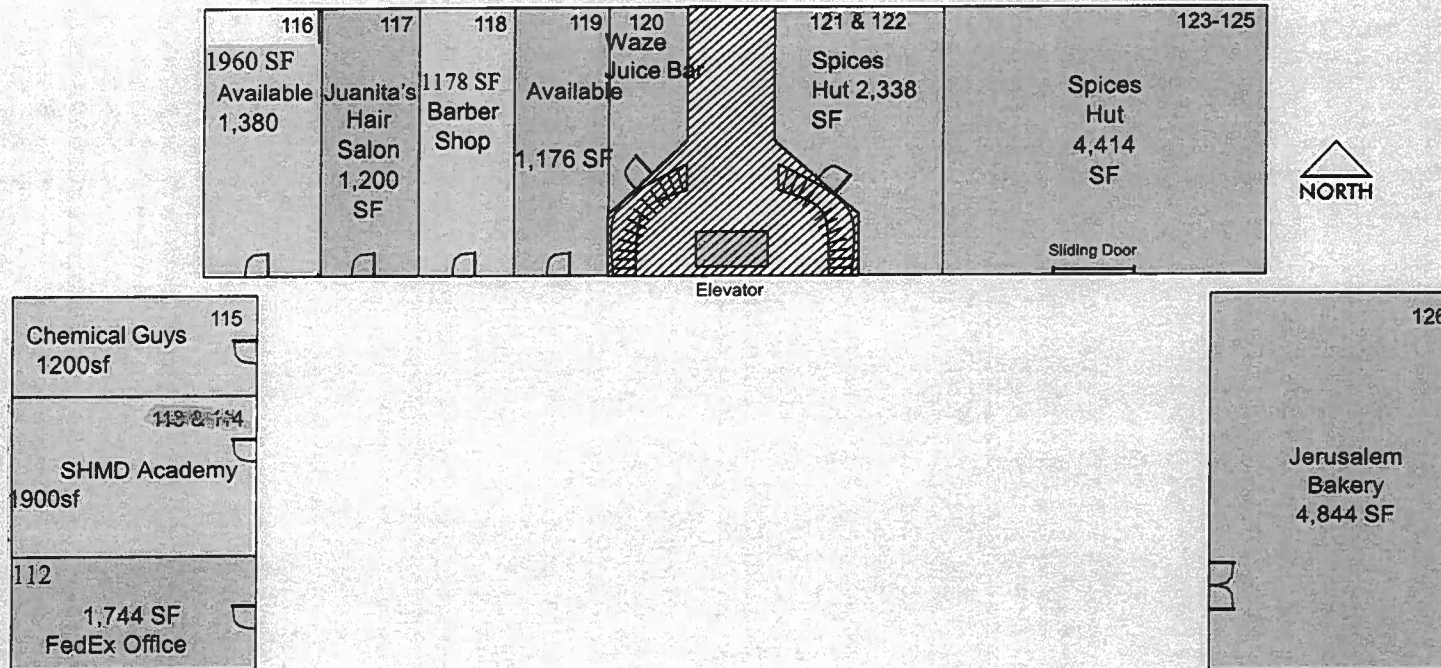
LEGAL DESCRIPTION OF SHOPPING CENTER

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 90 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a Right of Way monument found at the intersection of the northerly right of way of State Bridge Road (variable right of way) and the common line between Land Lots 90 and 121; thence along the northerly right of way of State Bridge Road North 71 degrees 02 minutes 50 seconds West for a distance of 75.09 feet to a concrete right of way monument found; thence continuing along said right of way North 70 degrees 20 minutes 54 seconds West a distance of 371.83 feet to an 1/2" rebar found; thence leaving said right of way North 03 degrees 43 minutes 27 seconds East a distance of 149.55 feet to a 5/8" rebar found bent; thence North 04 degrees 10 minutes 41 seconds West a distance of 564.40 feet to a 1/2" rebar found; thence South 88 degrees 17 minutes 47 seconds East a distance of 280.70 feet to a 5/8" rebar set; thence South 04 degrees 03 minutes 58 seconds West a distance of 838.97 feet to a concrete right of way monument found on the northerly right of way of State Bridge Road; said 1/2" rebar found being the POINT OF BEGINNING; as shown on that certain plat of survey entitled "Boundary Survey for Premier Bank, LN Old Milton Parkway, LLC, Lawyer's Title Insurance Company and Lee Najjar", prepared by Armstrong Land Surveying, Inc., bearing the seal and certification of Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901, dated July 27, 1998, last

The Shops at Old Milton - 4150 Old Milton Pkwy

Floor Plans / Main Level





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Ruby Flynn

Meeting Date: July 24, 2023

AGENDA ITEM:

Request for Proposal 23-115: Cumberland Landscape Group, LLC

Consideration of approval of the award of RFP 23-115 to Cumberland Landscape Group, LLC, and to authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 23-115 to Cumberland Landscape Group, LLC, and to authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$83,122.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Maintenance Contracts / 10061950-523860	\$83,122.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

The award of this RFP will be for the emptying and cleaning of the downtown trash receptacles.

The current agreement was based on an annual Purchase Order where quotes were obtained from different vendors. The current vendor, Cumberland Landscaping, empties the trash cans in downtown Alpharetta five days a week for a total contracted price of \$36,186.63. The staff of the Recreation, Parks and Cultural Services Department is responsible for the other two days. The City was also responsible for supplying the vendor with trash bags as needed.

RFP 23-115 requested a price for pick up seven days a week, cleaning the receptacles quarterly and for trash bags to be supplied by the vendor.

The Department prepared a scope of work and advertised for proposals in February, 2023. The intent was to recommend an award of a multi-year contract. The City received two proposals. scored both and the outcome resulted in Cumberland Landscape Group having 69.23 points and Ward Companies having 63.49 points.

The total contract cost is \$71,722. This is a combination of \$67,922 for collection and \$3,800 for quarterly cleaning. Cumberland Landscaping was the lowest cost responsive and qualified bidder and we are seeking to award this contract to them for the services listed.

ALTERNATIVES:

Hire additional staff to perform the task.

ATTACHMENTS:

1. RFP 23-115 Solicitation Documents
2. Vendor Response
3. 2023-06-26 23-115 Cumberland Landscape Contract from Legal
4. RFP 23-115 Committee Evaluation Tab

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-115

RFP Title: Downtown Trash Receptacle Service

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP May 4, 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

Abby Shipp 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. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: June 1, 2023 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this RFP.
4. 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. 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 depend on information requested. Some questionnaire responses will be information only, while others may be pass fail such as addendum acknowledgement.

Evaluation Criteria	Maximum Points
Method of Providing Service, Project Approach	27
Qualifications, Experience, References, Available Resources	35
Local Vendor Preference	3
Cost Proposal	35
Total Maximum point score	100

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta (City) is requesting proposals from contractors to maintain the trash receptacles throughout the downtown area, including emptying the containers, providing replacement bags, and quarterly cleaning of the receptacles and the liners. At this time, there are (81) receptacles. Once the State Route 9 construction project and various other projects are completed, additional receptacles will be added. The City reserves the right to add additional receptacles in the future.

The goal is to issue a 5-year contract as necessary to meet the needs of the City.

2. Scope of Work

Contractor Responsibilities include:

- Emptying (81) trash receptacles throughout downtown and including the (2) downtown parking decks between 7 AM – noon
 - o Refer to map on page 9 for the locations
 - o There are (67) trash receptacles on the ground
 - o There are (7) trash receptacles in each of the (2) parking decks
 - o The parking decks are located at:
 - 9 Park Plaza, Alpharetta, GA
 - 92 Milton Avenue, Alpharetta, GA
- On Special Event days, collections may begin at 6 AM
- No excessive noise/vehicles that would disturb the neighborhood
- Supplying and replacing the trash bag in each trash receptacle
- Bags must be black, 55-gallon, 2-mil, low density
- Vehicle(s) may not be driven or parked on the sidewalk
- Disposing of filled bags at the Wills Park Equestrian Center at 11915 Wills Road, Alpharetta, GA 30009 at no cost to the contractor
- Quarterly washing of all receptacles and plastic liners

The City reserves the right to add additional receptacles in the future.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

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

2. Required Proposal Document Formats

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

- ☐ formatted to single space lines,
- ☐ 10 to 12-point font size,
- ☐ black font color (excludes photos, charts, section separators or headings), and
- ☐ upload proposal in PDF format.

3. Proposal Submittal Instructions

- Your RFP response must be submitted in accordance with the instructions provided and must be in the order presented below.
- Proposal section titles (in **BLUE**) are to be as listed below and numbered / lettered as outlined below.
- Each response must be responsive to all requested information.
- Each section must begin on a new page. Note and follow any direction concerning page number limits. This will enable the City ease in proposal review and to ensure compliance with the page limitations.
- Technical Proposal required section:
 - **Cover Page**
 - **Company Information**
 - **Method of Providing Service, Project Approach**
 - **Qualifications, Experience, References, Available Resources**

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 Downtown Trash Receptacle Service, 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:
 - 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.

C. Method of Providing Service, Project Approach**27 Review Points**

Limited to three (3) page maximum.

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

D. Qualifications, Experience, References, Available Resources 35 Review 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 trash receptacle 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 at least a one paragraph resume for each key personnel identified.
 - iv. Discuss how the location of the respondent and project staff will impact the project schedule and the coordination with the City's staff.
 - v. Provide three examples of similar contracts that your firm has held within the past three years. For each example:
 1. Discuss the scope in comparison to our request.
 2. Discuss the relationship with your client and provide a reference name, telephone number, and email address.

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.

- vi. **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 Work".
- vii. Discuss available resources of the contractor that may be used in the completion of the work.

4. Cost Proposal**35 Points**

Cost proposal form is provided separately in Excel format and must be completed with each proposal. Do not include cost proposal with other proposal documents.

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 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.
- Acknowledgement of Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.

City of Alpharetta Downtown Trash Receptacles



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-115

RFP Title: Downtown Trash Receptacle Service

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 or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

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

3. Substitutions and Change Orders

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

Where specific employees are proposed by the 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, and ending June 30, 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 [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) 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, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. 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

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

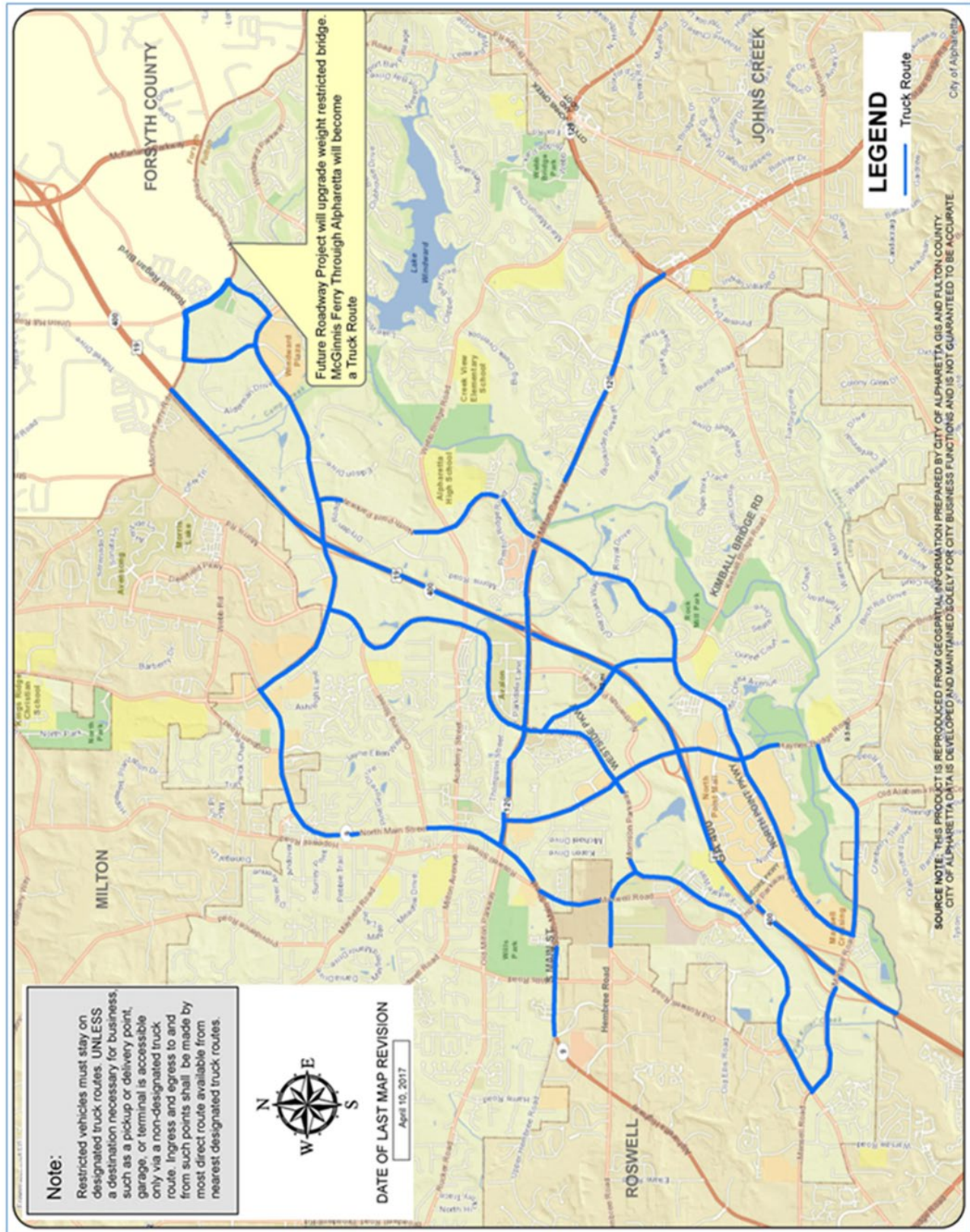
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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

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

CITY OF ALPHARETTA LOCAL VENDOR PREFERENCE (LVP)



It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta LVP, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

For preference, Alpharetta Vendors must complete and return the Local Vendor Certification Form located at the end of this document. Every Vendor seeking qualification for local preference must include this form with vendor's response to this eligible procurement. The completed form must be accompanied with all required documentation noted on the form.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award for their responsive and responsible bid (ITB)/proposal (RFP) if:

For an ITB: If the lowest responsive and responsible Bidder is a non-Alpharetta vendor:

- Alpharetta vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3%) of the lowest responsive and responsible bid.
- If multiple Alpharetta vendors are within three percent (3%) of the lowest responsive and responsible bid, then contract award will go to the Alpharetta vendor with the lowest responsive and responsible bid.

For an RFP: Alpharetta Vendor preference of three percent (3%), or equivalent unit of measure, shall be provided as an evaluation criterion.

Exceptions:

- a. Formal solicitations with a contract value of \$500,000.01 or greater;
- b. Public Works Construction Projects totaling \$100,000.00 and greater (O.C.G.A. Chapter 91 of Title 36);
- c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;
- d. Federal or State law prohibits the use of local preference;
- e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;
- f. The Alpharetta vendor is either non-responsive or non-responsible;
- g. All bids submitted exceed the budget amount and supplemental funding is not available;
- h. Emergency purchases; and
- i. The procurement Official, City Administrator, and/or City Council may exempt any formal solicitation from the Alpharetta Vendor Preference.

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.

☐ Has a valid business license from the City.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

City of Alpr
RFP 23-115: Downtown Tra
Cost Prop

Directions: Offeror should complete the highlighted items.

Service/Item Description
Annual cost for service for seven (7) day morning pull (holidays included). Contractor to provide bags for receptacles.
Annual cost for service for five (5) day morning pull: Thursday, Friday, Saturday, Sunday, and Monday (holidays included). Contractor to provide bags for receptacles.
Quarterly washing of all containers and plastic liners
Per hour fee for an on-call porter with truck
Price per trash container for future additions
Offeror's Name:
Address:
Print/Type Name(s) and Title(s) of Authorized Signer(s):
Contact Info - Phone Number:
Contact Info - Email Address:

1. Aretha
 2. Sh Receptacle Service
 3. Proposal

Cost
\$
\$
\$
\$
\$

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-115

RFP Title: Downtown Trash Receptacle Service

RFP Q&A Posting Date: May 25, 2023

QUESTIONS & ANSWERS, CLARIFICATIONS

TO ALL OFFERORS:

1. We have included in this document the questions that we received from interested Offerors, along with our answers to these questions.
2. This is NOT an Addendum. This document does not make any changes to the RFP. It is simply for clarification purposes.
3. We will add this to the RFP documents as record of our Q&A.

Q1. How many days per week and how many times each day does the City require the contractor to pull the trashcans?

A1. Trash pulls will occur once per day in the morning. RFP includes (2) different scenarios: one for (7) days a week and one for (5) days per week. Refer to the cost proposal for more information.

Q2. Is the Contractor responsible for assuming the trash can liners in its bid, or will these materials be a pass through item?

A2. Each trash receptacle has a plastic liner. The trash bags fit into the plastic liner. The Offeror is to provide trash bags.

Q3. GA Rule 391-3-4-.02 states a "Solid Waste Handling Permit shall be required for, but not limited to, persons engaged in the collection, transportation, ... or disposal of solid wastes, or any combination thereof...". Since the requested Scope of Work for RFP 23-115 falls under the established Rule 391-3-4-.02, will the awarded contractor be required to hold a Solid Waste Handling Permit? If yes, will a bidding firm be deemed non-responsible if they fail to provide a Solid Waste Handling Permit?

A3. No, the awarded contractor is not required to hold a Solid Waste Handling Permit. The trash must be delivered to the designated location at the Wills Park Equestrian Center at 11915 Wills Road, Alpharetta, GA 30009.

Q4. In the Cost Proposal document, it asks for the contractor to provide an annual cost for a 7-day work week and a 5-day work week. Is the City wanting all 81 receptacles pulled each day? Or is the awarded contractor given 5/7 days to service the receptacle sites?

A4. On the proposal for a 7-day week, all (81) receptacles would be serviced each of the (7) days. On the proposal for a 5-day week, all (81) receptacles would be serviced each of the (5) days.

- Q5. Since a vehicle is not allowed to be driven or parked on the sidewalk, would it be acceptable to have a properly strobed, marked vehicle temporarily block one (1) lane of traffic to allow for receptacles to be serviced?

A5. Yes.

END



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: _____

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:

No known relationship exists ☐

Yes, Relationship does exist ☐

If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.

City Elected Official and/or Employee Name and position

Contribution Amount/Value (if any)

Contribution Date and Description

List other Relationship if not contribution

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Company Name

Subscribed and sworn before me on this the

Signature of Authorized Officer or Agent

_____ day of _____, 20_____

Date

Notary Public

Printed Name & Title of Authorized Officer or Agent

My Commission Expires
(Notary Stamp)

Company Address



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed date _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Notary Stamp)

**Bill To**

RECREATION ADMINISTRATION
2 PARK PLAZA
ALPHARETTA, GA 30009

Purchase Order

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

23000216

Unless otherwise specified herein, prices are F.O.B.
destination (inside delivery as applicable), with freight
prepaid and included.

Vendor

CUMBERLAND LANDSCAPE GROUP LLC
2854 MECHANICSVILLE RD
NORCROSS, GA 30071

Ship To

RECREATION EQUESTRIAN CENTER
11915 WILLS RD
ALPHARETTA, GA 30009
Email: RFLYNN@ALPHARETTA.GA.US

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
6783001391				230242		DOWNTOWN TRASH REMOVAL...			
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
08/15/2022		3703						RECREATION AND PARKS	
NOTES									

GARBAGE/TRASH REMOVAL, DISPOSAL AND/OR TREATMENT

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	TRASH REMOVAL FOR THE DOWNTOWN CONTAINERS AS: ONE PULL ON FRIDAY, TWO PULLS ON SATURDAY, ONE PULL ON SUNDAY AND ONE PULL ON MONDAY.	1.0		\$38,186.63	\$38,186.63

Chono J. Harris
Director of Finance

Vendor Copy

Total Ext. Price	\$38,186.63
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$38,186.63

CITY OF ALPHARETTA, GA

- IMPORTANT INFORMATION FOR VENDORS -

1. Purchase order # shall appear on all invoices, shipping notices, and packages.
2. Name and address of the ordering department shall appear on all invoices and shipping notices.
3. Include detailed packing list with each shipment.
4. Send separate invoice for each shipment.
5. No cash-on-delivery (C.O.D.) shipments accepted.

- TERMS AND CONDITIONS -

1. DEFINITIONS: The term "Purchaser" means City of Alpharetta and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. GENERAL INFORMATION: The Seller, without the written consent of the Procurement Officer (or his/her designee), shall not make any changes, alterations, or variations in the terms of the purchase order ("order"). No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent.
3. TIME IS OF THE ESSENCE: If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller.
4. ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction.
5. FREIGHT: Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.
6. INSPECTIONS: All merchandise is subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise fails to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.
7. DISCOUNT PERIOD: It shall be understood that the cash discount period to purchaser will date from receipt by Purchaser of acceptable goods and invoice and not from date of invoice.
8. SUBSTITUTIONS: No substitutions or changes in this order (includes unit prices) will be accepted unless approved in writing by the Procurement Officer (or his/her designee).
9. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 301-682441/ Federal Tax Identification 58-6011454).
10. WARRANTIES: Seller warrants that all materials, equipment and services provided under this order are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold.
11. PATENTS, TRADEMARKS AND COPYRIGHTS: The Seller warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold City of Alpharetta as Purchaser, harmless, in the event of any infringement or claim thereof.
12. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
13. COMPLIANCE WITH LAWS AND REGULATIONS: The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
14. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property -- including reasonable attorneys' fees -- or judgments against them which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this order.
15. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason.
16. COMPLIANCE: Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
17. MSDS: Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
18. If the above conditions are not acceptable, please advise the Purchaser on receipt of the order and prior to making delivery.
19. Sellers that have not received payment in accordance with the terms and conditions of this order should contact Purchaser in writing at City of Alpharetta Finance Department, 2 Park Plaza, Alpharetta GA, 30009. Notice shall include purchase order #, City department receiving delivery, and copy of the invoice.



July 01, 2022

2022 CONTRACT PROPOSAL

Contract No. - 5219

CITY OF ALPHARETTA RECREATION PARKS AND CULTURAL SERVICES

This is an agreement between Cumberland Landscape Group, 2854 Mechanicsville Rd, Norcross, GA 30071, and City of Alpharetta Recreation Parks and Cultural Services ("Client"), Attn: Eric Miley, 1790 Hembree Road, Alpharetta, GA 30009.

This agreement shall commence 7/1/2022, and shall renew on a yearly basis unless terminated by either party by providing thirty (30) days or more written notice prior to the end of the then-current contract term or as provided in section 11 herein.

PORTER SERVICE

A one man/woman porter will be on site four days a week, Friday, Saturday, two pulls on Saturday (1 morning pull, 1 afternoon pull), Sunday, and Monday to empty the trash receptacles that are the responsibility of the City of Alpharetta. The City of Alpharetta will provide replacement can liners as well as a designated space for all trash to be disposed at no cost to Cumberland Landscape Group.

2022 CONTRACT SUMMARY

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
PORTER SERVICE	44	\$946.78	\$41,658.32	\$41,658.32
TOTAL:			\$41,658.32	\$41,658.32

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
JULY 2022	\$3,471.53	\$3,471.53
AUGUST 2022	\$3,471.53	\$3,471.53
SEPTEMBER 2022	\$3,471.53	\$3,471.53
OCTOBER 2022	\$3,471.53	\$3,471.53
NOVEMBER 2022	\$3,471.53	\$3,471.53
DECEMBER 2022	\$3,471.53	\$3,471.53
JANUARY 2023	\$3,471.53	\$3,471.53
FEBRUARY 2023	\$3,471.53	\$3,471.53
MARCH 2023	\$3,471.53	\$3,471.53
APRIL 2023	\$3,471.53	\$3,471.53
MAY 2023	\$3,471.53	\$3,471.53
JUNE 2023	\$3,471.53	\$3,471.53
TOTAL:	\$41,658.36	\$41,658.36

1. **Additional Services.** Services performed and/or materials delivered, which are not specifically mentioned herein, or changes in the size or physical condition of the property will be deemed "additional services." Additional services will be invoiced separately and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all the terms and conditions of the agreement.
2. **Materials, Supplies and Equipment.** The contractor will furnish all materials, labor, supplies, and equipment necessary to perform the specified services.
3. **Law.** This agreement shall be governed by the laws of the state of Georgia with venue in the same county where the contractor's address is based.
4. **Attorney's Fees.** In the event of suit or action commenced to enforce the terms of the agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
5. **Liability.** The contractor is an independent contractor and the owner assumes no liability for injury to the contractor or the contractor's agents or employees, unless such injury is caused by the owner, the owner's agents, servants or employees. It is further understood that the contractor is not liable for any damage of any kind whatsoever that is not caused by the contractor, its agents or employees and the contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.
6. **Notification of Deficient Work.** If the owner believes the contractor is providing deficient work, the owner agrees to notify the contractor of such deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by the contractor within 10 days of the owner knowing about the deficiencies, the owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this agreement.
7. **Termination.** It is agreed that either party may terminate this agreement in the event of breach of this agreement by giving thirty (30) days written notice of breach and at least fourteen (14) days to cure such breach. It is further agreed that the contractor may immediately cease performance without termination notice if the owner refuses or fails to pay the contractor according to the terms of this agreement. In the event that this agreement is canceled by the owner for any reason prior to its expiration, the owner shall pay all outstanding invoices plus 10% of the annual cost of services as liquidated damages and not as a penalty. With respect to the contract, the equal monthly payments are not representative of the actual work performed on site. In the event of a cancellation, the owner agrees to pay the contractor any amount above and beyond the monthly payments for actual work performed.

See below for the percent of the contract's value performed in each month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
	NOV	DEC							
6%	6%	7%	10%	10%	10%	10%	10%	8%	8%
	8%	7%							

If the contractor does not receive a payment for any reason not deemed by the contractor to be the fault of the contractor, the contractor shall have the right, upon 24 hours notice to the owner to, (1) cease all work (2) terminate the contract or both. The owner shall pay for all work completed, losses sustained, including lost profits and consequential damages, as well as reasonable attorney's fees and cost of collection incurred as a result of the owner's failure to pay.

8. **Assignment.** Neither party may assign this agreement without the other's written consent and then only after thirty (30) days prior written notice. Should the owner assign this agreement to a new owner or entity, the contractor may require (1) approval of the credit worthiness of the new owner and (2) written assumption by the new owner of all terms in this agreement. The contractor may subcontract any portion of this agreement to a qualified third party.
9. **Agreements Concerning Employees of a Party.**
 - A. **Agreements.** During the term of this agreement and for a period of one year thereafter, neither party will call upon any employee of the other party or persons who were employees of the other within the then- previous 12 months, to employ, hire or otherwise interfere with the employment relationships of such employees without the prior written approval of the other party; nor will either party directly or indirectly, for itself or on behalf of or in connection with, any other persons, firm, partnership, corporation, association or facility, solicit, hire, employ or take away any such employee from the other party. The parties agree that this provision is for the protection of their respective legitimate business interests and is not intended to restrict the employment rights of individuals.
 - B. **Remedies for Breach.** If either party breaches the above covenant, the offended party shall have the right, in addition to any other rights set forth herein, to apply to a court of competent jurisdiction for an injunction to restrain the offending party from employing such employees and for an order to enforce the terms of this section so breached, and the offending party shall be liable to the offended party for all reasonable attorney's fees. Costs and expenses incurred by it to enforce the covenant.
10. **Complete Agreement.** This agreement constitutes the entire agreement of the parties. Both parties have read this agreement and fully understand its contents.

By _____
Pernell Roberts

Date _____
July 01, 2022

CUMBERLAND LANDSCAPE GROUP

By _____

Date _____

**CITY OF ALPHARETTA
RECREATION PARKS AND
CULTURAL SERVICES**

COVER LETTER

Subject: RFP _23-115 Downtown Trash Receptacle Service

Dear City of Alpharetta,

Thanks for taking your time to consider our proposal. As landscape professionals we specialize in design, installation, and maintenance of various landscapes. We manage everything from plant installations to routine maintenance. As a firm we are fully insured, bonded, and licensed. We stand behind our work and will always do the right thing for our customers.

We are extremely excited about the opportunity to continue to build upon the relationship that we have with the City of Alpharetta. We firmly believe that our service and maintenance will improve the overall aesthetics of the landscape. Our expertise and industry knowledge allows us to make the proper adjustments to achieve the desired result.

Our firm has a proven track record and has built a reputation of quality, creativity, and honesty. We believe in collaboration, so we discuss the client's preferred ideas and develop action plans to materialize the vision. At your convenience, please take a moment to review our company's website. www.CumberlandLandscapeGroup.com

In this proposal you will find our approach to maintaining the Trash Receptacles in Downtown Alpharetta

I look forward to your review and response.

Sincerely,
Pernell Roberts
Cumberland Landscape Group

PROJECT UNDERSTANDING

Cumberland Landscape Group has a thorough understanding of the proposed scope of work. Over the past several years we've partnered with the City of Alpharetta to improve the aesthetics of the amenity areas throughout the downtown area. Forward-thinking of solutions to enhance the experience for both re-occurring as well as future patrons has always been our approach.

ALTERNATIVE SOLUTIONS

Cumberland Landscape Group employs landscape management practices such as reducing the use of power equipment and carbon emitting vehicles, improving storm water control, using fertilizers only as needed, composting landscape waste, applying integrated pest management principles, creating wildlife habitat, removing, or not installing invasive plants, protecting natural areas, and using plants to reduce heating/ cooling needs. Using mulching mowers to significantly reduce yard waste generation, fertilizer requirements, and water consumption through retention of organic matter.

CREW SIZE

There will be one truck on site with capacity to transport up to 6 crew members. The chart below reflect the number of crew members scheduled to service by month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	1	1	1	1	1	1	1	1	1	1

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

President – Kim Jenkins

Kim grew up in Georgia and studied at Chattahoochee Technical College. Kim has an extensive background in the landscape industry with one of the largest companies in the country. She has 20+ years of experience in the industry with managing finances, growing businesses, system implementations, and process improvements. Kim is a long-time resident of Powder Springs, GA where she currently lives with her husband and daughter.

Vice President – Pernell Roberts

Pernell grew up in Augusta, Georgia and attended the University of North Ga where he studied Business Management. Pernell has an extensive work history in the commercial landscape industry spanning over 30 years, with his most notable position including his work at the Augusta National Golf Course where he spent countless hours perfecting the art of turf and landscape management. Pernell, lives in Buford, Georgia with his wife and their three

Account Manager – Chris Botteron

Chris was born and raised in Snellville, Georgia. He graduated from Gainesville State College and began his career with a small marketing company. Chris has a long history of working with customers in the commercial landscaping industry, having spent the early stages of his career with a large, national landscape company. Chris and his wife live in Marietta, GA

Production Manager – Scott Ryman

Scott was born in Canada and raised in the United States and has worked in all aspects of landscape operations spanning over 25 years. His extensive knowledge and experience of production has made him a key member of the team. Scott lives in Buford, GA.

Landscape Designer – Jim Lancaster

Jim is a native of New York and graduated from the University of New York at Cobleskill with a degree in Landscape Architect and Landscape Development. Jim has an extensive work history in the landscape industry, with his most notable positions including his work at (LandCare) as Senior Designer for the Atlanta, Tennessee, and Alabama markets. Jim, lives in Gainesville Georgia with his wife and their two kids.

PROJECT UNDERSTANDING

Cumberland Landscape Group has a thorough understanding of the proposed scope of work. Over the past several years we've partnered with the City of Alpharetta to improve the aesthetics of the amenity areas throughout the downtown area. Forward-thinking of solutions to enhance the experience for both re-occurring as well as future patrons has always been our approach.

REFERENCES

1. Caroline Whaley
Executive Director, Gateway Marietta CID ROW Maintenance Gateway Marietta CID 404-849-1096
caroline@strat-city.com
2. Avona Lee Bridges
Property Manager, Invest Atlanta Southside Industrial POA
404-614-8286
albridges@investatlanta.com
3. Rochelle Lankford
Property Manager, Colliers International Alpharetta City Center
470-210-0983
rochelle.lankford@colliers.com

Company Name: Cumberland Landscape Group

Address: 2854 Mechanicsville Rd Norcross, GA

30071

Authorized Representative: *Pernell Roberts*

Authorized Representative Name: Pernell Roberts

Telephone: (470) 423-0823

E-Mail: Pernell@cumberlandlg.com

PAYMENT TERMS

Contract services are invoiced monthly on the first of the month for the current month's service with terms of 30 days. Non-contract services, i.e., pine straw, mulch, installation, etc. will be invoiced upon completion of service with terms of 30-days.

ALTERNATIVE SOLUTIONS

Cumberland Landscape Group employs landscape management practices such as reducing the use of power equipment and carbon emitting vehicles, improving storm water control, using fertilizers only as needed, composting landscape waste, applying integrated pest management principles, creating wildlife habitat, removing, or not installing invasive plants, protecting natural areas, and using plants to reduce heating/ cooling needs. Using mulching mowers to significantly reduce yard waste generation, fertilizer requirements, and water consumption through retention of organic matter.

CREW SIZE

There will be one truck on site with capacity to transport up to 6 crew members. The chart below reflects the number of crew members scheduled to service by month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	1	1	1	1	1	1	1	1	1	1

City of Alpr
RFP 23-115: Downtown Tra
Cost Prop

Directions: Offeror should complete the highlighted items.

Service/Item Description
Annual cost for service for seven (7) day morning pull (holidays included). Contractor to provide bags for receptacles.
Annual cost for service for five (5) day morning pull: Thursday, Friday, Saturday, Sunday, and Monday (holidays included). Contractor to provide bags for receptacles.
Quarterly washing of all containers and plastic liners
Per hour fee for an on-call porter with truck
Price per trash container for future additions
Offeror's Name:
Address:
Print/Type Name(s) and Title(s) of Authorized Signer(s):
Contact Info - Phone Number:
Contact Info - Email Address:

aretta
 sh Receptacle Service
 osal

Cost
\$67,922.00
\$50,470
\$3,800
\$70
\$16.70
Pernell Roberts
2854 Mechanicsville Rd Norcross, GA 30071
Pernell Roberts -Vice President
470-423-0823
Pernell@cumberlandlg.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cumberland Landscape Group LLC

2 Business name/disregarded entity name, if different from above
Cumberland Landscape Group LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2854 Mechanicsville Rd

6 City, state, and ZIP code
Norcross, GA 30071

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

4	5	-	2	9	3	3	3	1	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Debbie Mackey*

Date ► *12.28.2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: RFP 23-115 Downtown Trash Receptacle Service

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)	Contribution Date and Description
------------------------------------	-----------------------------------

List other Relationship if not contribution

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

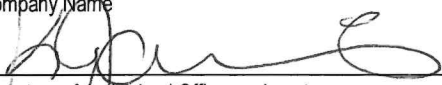
- are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: 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;
- 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;
- have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Cumberland Landscape Group, LLC

Company Name



Signature of Authorized Officer or Agent

05/18/2023

Date

Kim Jenkins, President

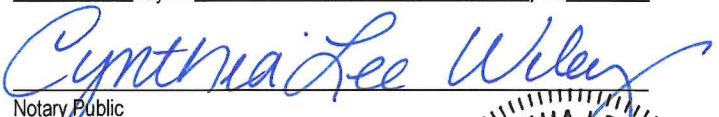
Printed Name & Title of Authorized Officer or Agent

2854 Mechanicsville Road, Norcross, GA 30071

Company Address

Subscribed and sworn before me on this the

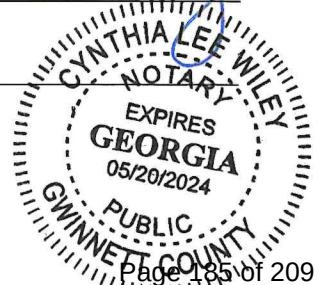
18 day of May, 2023



Notary Public

05/20/2024

My Commission Expires
(Notary Stamp)





AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

863767

Federal Work Authorization User Identification Number

Cumberland Landscape Group, LLC

Name of Contractor

3/23/2015

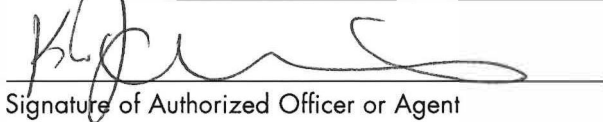
Date of Authorization

RFP 23_115 Downtown Trash Receptacle Service

Name of Project

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

Executed date 05/18/2023 in Norcross (city), GA (state).


Signature of Authorized Officer or Agent

Kim Jenkins, President

Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 18 DAY OF May, 2023.00


NOTARY PUBLIC

My Commission Expires: 05/20/2024

(Notary Stamp)

From: [Pernell Roberts](#)
To: [Shipp, Abigail](#)
Subject: RE: RFP Cost Verification Request
Date: Monday, June 19, 2023 9:16:23 AM
Attachments: [image001.png](#)

Good Morning

Yes, this price includes changing out the receptacles 7 days a week including holidays. Cumberland will also supply the trash bags. However the quarterly pressure washing is not included in this number as outlined in the cost proposal spreadsheet.

Sincerely,

Pernell Roberts
Vice President Of Operations

Office: 404-352-9393
Cell: 470-423-0823
pernell@cumberlandlg.com



www.CumberlandLandscapeGroup.com

From: Shipp, Abigail <ashipp@alpharetta.ga.us>
Sent: Monday, June 19, 2023 8:55 AM
To: Pernell Roberts <Pernell@cumberlandlg.com>
Subject: FW: RFP Cost Verification Request
Importance: High

Pernell,

Good morning!

To follow-up, please confirm the annual cost of the trash receptacle service for (7) days a week, including holidays, is \$67,922. It includes your firm providing the bags and necessary items to accomplish the scope of work as described in the Request for Proposal (RFP) documents.

Thank you in advance!

Abby Shipp, CPPB

Budget & Procurement Coordinator

City of Alpharetta

Finance Department

2 Park Plaza, 2nd Floor

Alpharetta, GA 30009

Office: 678-297-6056

Fax: 678-297-6093

From: Shipp, Abigail <ashipp@alpharetta.ga.us>

Sent: Thursday, June 15, 2023 2:53 PM

To: Pernell@cumberlandlg.com

Subject: RFP Cost Verification Request

Pernell,

Good afternoon!

Please confirm that the annual cost for trash receptacle service for (7) days a week, including holidays, is \$67,922.00. It includes your firm providing the bags and necessary items to accomplish the scope of work as described in the Request for Proposal (RFP) documents. The RFP's scope of work is attached for reference. Please reply in writing for documentation purposes.

Thank you in advance!

Abby Shipp, CPPB

Budget & Procurement Coordinator

City of Alpharetta

Finance Department

2 Park Plaza, 2nd Floor

Alpharetta, GA 30009

Office: 678-297-6056

Fax: 678-297-6093

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services ("Contract") 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, located at 2 Park Plaza, Alpharetta, Georgia 30009 (the "City"), and **CUMBERLAND LANDSCAPE GROUP, LLC**, a domestic limited liability company with its principal office located at 2854 Mechanicsville, Road, Norcross, GA 30071 (the "Contractor"). The City and the Contractor are sometimes referred to in this agreement collectively as the "Parties."

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-115 dated May 3, 2023 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated May 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 shall govern; provided, however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal and are further defined and governed by this Contract (the "Work") and, in general, include the following:

The supply and provision of downtown trash receptacle service for seven days a week, including holidays. Service includes emptying the containers, providing replacement bags, and quarterly cleaning of the receptacles and liners. The trash must be delivered to the designated location at the Wills Park Equestrian Center at 11915 Wills Road, Alpharetta, GA 30009. It will be a violation of the Contract to take the trash to any other facility other than the one listed above. The Contractor shall supply and provide to the City the services set forth in the Contract Documents at the firm, fixed prices stated in **Exhibit "A."** The Contractor warrants that all goods and products furnished under this Contract will be new, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor will supply all goods/products and furnish all labor, materials, and other incidentals to fully perform the Work, as requested from time to time by the City.
3. Contract Prices. The City shall pay Contractor, in accordance with the firm, fixed prices established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A."**

The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Recreation, Parks & Cultural Services Department
11915 Wills Road
Alpharetta, Georgia 30009
Attn: Ruby Flynn
rflynn@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.

- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the Parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing September 1, 2023, and terminating August 31, 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 September 1, 2023, and ending at 11:59 p.m. (Eastern Time) August 31, 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 September 1, 2023, through 11:59 p.m. (Eastern Time) on August 31, 2024, and will automatically renew for additional one (1) year terms, each beginning on September 1 following the existing term year and ending at 11:59 (Eastern Time) August 31 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.
- (c) The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.
- (d) Any Contract term will not exceed the End Date. The Contract's End Date may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
- (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the 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) All prices in the Contractor's proposal shall be firm for the initial 12 months of the Term of the Contract. All price changes for the renewal term(s) shall be presented

to the City for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer.

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 cannot be 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. Covenants. Contractor covenants that:
 - (a) 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;
 - (b) Contractor shall comply with all applicable statutes, rules, regulations, and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations, and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Contractor shall perform its obligations hereunder in a good, professional, and workman-like manner and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Contractor, in the performance of its duties under this Contract, including but not limited to its dealings with property owners, developers, contractors, consultants, architects, and any local, state, or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

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 insurance policy shall provide that the City will receive notice no less than thirty (30) calendar days before 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, and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor, or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, or other documents (the "Work Product"), the City shall be deemed the owner of the original

of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

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:

Cumberland Landscape Group, LLC
2854 Mechanicsville Road
Norcross, Georgia 30071
Attn: Pernell Roberts
pernell@cumberlandlg.com

(b) If to the City, at the following address:

City of Alpharetta
Recreation, Parks & Cultural Services Dept
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Morgan Rodgers
mrodgers@alpharetta.ga.us

(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 shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. 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.

18. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will

become part of the Contract Documents.

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

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- 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 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, driver's 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-subcontractors 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.

19. 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 September 1, 2023, and terminating at midnight on August 31, 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. All price changes for the renewal term(s) shall be presented to the City of Alpharetta for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer. 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

CUMBERLAND LANDSCAPE GROUP, LLC

By: _____
Pernell Roberts,
Vice President
Authorized Signer

By: _____
Pernell Roberts,
Corporate Secretary

EXHIBIT "A"

City of Alpharetta RFP 23-115: Downtown Trash Receptacle Service Cost Proposal	
Directions: Offeror should complete the highlighted items.	
Service/Item Description	Cost
Annual cost for service for seven (7) day morning pull (holidays included). Contractor to provide bags for receptacles.	\$67,922.00
Annual cost for service for five (5) day morning pull: Thursday, Friday, Saturday, Sunday, and Monday (holidays included). Contractor to provide bags for receptacles.	\$50,470
Quarterly washing of all containers and plastic liners	\$3,800
Per hour fee for an on-call porter with truck	\$70
Price per trash container for future additions	\$16.70
Offeror's Name:	Pemell Roberts
Address:	2854 Mechanicsville Rd Norcross, GA 30071
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Pemell Roberts -Vice President
Contact Info - Phone Number:	470-423-0823
Contact Info - Email Address:	Pemell@cumberlandlg.com



RFP 23-115: Downtown Trash Receptacle Service

Project Details	
Department	Recreation, Parks and Cultural Services
Project Description	The City of Alpharetta (City) is requesting proposals from contractors to maintain the trash receptacles throughout the downtown area, including emptying the containers, providing replacement bags, and quarterly cleaning of the receptacles and the liners. The goal of this procurement is to issue a five year contract to the awarded contractor. The RFP will be available online Thursday, May 4, 2023, at our bid posting website, https://cityofalpharetta.bonfirehub.com/. Interested parties are required to log in to review the RFP documents. This procurement is issued under the authority of the City's Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. Proposals will be due on Thursday, June 1, 2023, at 10:00 AM. All responses must be received before closing at https://cityofalpharetta.bonfirehub.com/, webpage for this project. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the closing time will not be considered.
Open Date	May 04, 2023 8:30 AM EDT
Close Date	Jun 01, 2023 10:00 AM EDT



Highest Scoring Supplier	Score
Cumberland Landscape Group	69.23 pts

Scoring Summary

Active Submissions

	Total	A - Group 1 Administrative Review	A-1 - E-verify	A-2 - Disclosure form	A-3 - W-9
Supplier	/ 100 pts	/ 3 pts	Pass/Fail	Pass/Fail	Pass/Fail
Cumberland Landscape Group	69.23 pts	0 pts	Pass	Pass	Pass
Ward Companies, LLC	63.49 pts	0 pts	Pass	Pass	Pass

	A-4 - Addenda Acknowledgement	A-5 - Insurance Acknowledgement	A-6 - Unique Sam.gov Identifier	A-7 - State & Federal SAM/Debar Check	A-8 - Local Vendor Preference
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 3 pts
Cumberland Landscape Group	Pass	Pass	Pass	Pass	0 pts
Ward Companies, LLC	Pass	Pass	Pass	Pass	0 pts

	B - Group 2 Technical Review	B-1 - Method of Providing Service, Project Approach	B-2 - Qualifications, Experience, References, Available Resources	C - Group 3 Cost Review	C-1 - Cost Proposal
Supplier	/ 62 pts	/ 27 pts	/ 35 pts	/ 35 pts	/ 35 pts
Cumberland Landscape Group	34.23 pts	14.4 pts	19.83 pts	35 pts	35 pts (\$67,922.00)
Ward Companies, LLC	51.67 pts	22.5 pts	29.17 pts	11.82 pts	11.82 pts (\$201,117.00)



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Ruby Flynn

Meeting Date: July 24, 2023

AGENDA ITEM:

Purchase Approval: Two Pickup Trucks from Allan Vigil Ford

Consideration of approval of the purchase of two (2) 2024 Ford F-150's from Allan Vigil Ford (under the State of Georgia Government Sales SWC #99999-SPD-ES40199373-002) in the amount of \$100,792.00 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of two (2) 2024 Ford F-150's from Allan Vigil Ford (under the State of Georgia Government Sales SWC #99999-SPD-ES40199373-002) in the amount of \$100,792.00 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: \$100,792.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
CP Fleet / 30161150-542200 C-1232	\$100,792.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

Equipment

As set forth in the adopted Capital Budget, staff recommends the replacement of two vehicles that have reached replacement criteria due to age and mileage. Staff proposes the purchase of two (2) Ford F-150's as replacement vehicles. These two vehicles will replace a 2009 F-250 and a 2008 F-150.

Procurement

This project shall be awarded to Allan Vigil Ford under a State of Georgia Government Sales contract # SWC #99999-SPD-ES40199373-002. Numerous previously purchased vehicles have been acquired through this program which offers a competitive purchase price.

ALTERNATIVES:

Keep existing units and keep repairing.

ATTACHMENTS:

1. Quotes

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)

Regular Cab, 6 Cyl, 4x2, SWB

Base Price

\$35,538.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

3.3L V6 Flex Fuel engine
10 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
Power Windows, Locks & Mirrors
Cruise control
P245/70R17 Tires
Ford SYNC (Bluetooth)
Reverse sensing

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	"

School Bus Yellow is available at
\$925.00 per vehicle

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

* 5.0L V8 or 3.5L EcoBoost
engine required

** Not available with regular
cab short wheel base

*** Super cab & Crew cab only

Options

Options	Price	Code
5.0L V8 Flex Fuel engine	2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00	99G
2.7L V6 EcoBoost	1,260.00	99P
Long Bed (8 ft)	295.00	145
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	6,435.00	6435 X1C
Super Cab (8 ft. bed) *	7,766.00	X1C/Long
4x4 Option- Regular cab	4,996.00	F1E
4X4 Option- Super&Crew Cabs	4,454.00	4454 X1E
Skid plates (4X4s only)	155.00	413
Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
3.5L Hybrid engine- Crew Cab	12,442.00	99D
Limited Slip Axle	525.00	XL9
Daytime Running Lights	42.00	42 942
Power Driver Seat	345.00	91P
Blind spot alert, lane keeping, SYNC 4,cloth 40/console/40 seat, 8" touch screen	675.00	102A
LT265/70R17C A/T tires	295.00	T7C
Class IV Hitch (w/o tow pkg)	295.00	295 53B
Trailer Tow Pkg(includes Electric Brake Controller)	1,220.00	53A
Tow Mirrors w/ spotlights***	495.00	54Y/59S
Running boards (black)	262.00	262 18B
Electric Brake Control for 53B	255.00	67T
40-20-40 Cloth Split Bench	N/C	CS
Cloth Buckets w/console***	275.00	WS
Rear window defroster	305.00	57Q/924
Fog Lights	135.00	595
Carpet w/ Mats	140.00	168
Aluminum Wheels & Bumpers	740.00	740 86A
SYNC 4 w/ SiriusXM	305.00	524/582
Bed Utility pkg/ tailgate step	765.00	68L
Spray-in Bedliner	420.00	420 ATK
400 Watt outlet***	315.00	471
XLT Package	6,650.00	300A
XLT Power Driver Seat	330.00	91P

2 additional keys

390

Options total

13038

Other vendor added equipment

75

Delivery

Total

\$48,651.00

Contact person

Ruby Flynn

Agency

City of Alpharetta

Phone Number

678-297-6123

6/26/2023

OK
RB

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

Base Price **\$35,538.00**

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

3.3L V6 Flex Fuel engine
 10 Speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear view back up camera
 Vinyl 40/20/40 Bench Seat
 Rubber Floor Covering
 Full Size Spare/ Step bumper
 Autolamp headlights
 Short Bed (6.5 ft)
 Power Windows, Locks & Mirrors
 Cruise control
 P245/70R17 Tires
 Ford SYNC (Bluetooth)
 Reverse sensing

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	"

School Bus Yellow is available at
 \$925.00 per vehicle

FOB Allan Vigil Ford
 Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

* **5.0L V8 or 3.5L EcoBoost engine required**
 ** **Not available with regular cab short wheel base**
 *** **Super cab & Crew cab only**

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4x4 Option- Regular cab	4,996.00		F1E
4X4 Option- Super&Crew Cabs	4,454.00	4454	X1E
Skid plates (4X4s only)	155.00		413
Crew Cab SWB (5.5 ft bed)	8,765.00	8765	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00		W1C/Long
3.5L Hybrid engine- Crew Cab)	12,442.00		99D
Limited Slip Axle	525.00		XL9
Daytime Running Lights	42.00	42	942
Power Driver Seat	345.00	345	91P
Blind spot alert, lane keeping,			
SYNC 4, cloth 40/console/40			
seat, 8" touch screen	675.00	675	102A
LT265/70R17C A/T tires	295.00		T7C
Class IV Hitch (w/o tow pkg)	295.00	295	53B
Trailer Tow Pkg(includes			
Electric Brake Controller)	1,220.00		53A
Tow Mirrors w/ spotlights***	495.00		54Y/59S
Running boards (black)	262.00	262	18B
Electric Brake Control for 53B	255.00		67T
40-20-40 Cloth Split Bench	N/C		CS
Cloth Buckets w/console***	275.00		WS
Rear window defroster	305.00		57Q/924
Fog Lights	135.00		595
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Bed Utility pkg/ tailgate step	765.00		68L
Spray-in Bedliner	420.00	420	ATK
400 Watt outlet***	315.00		471
XLT Package	6,650.00		300A
XLT Power Driver Seat	330.00		91P

2 additional keys

Options total

Other vendor added equipment
 Delivery

Total

390

16528

75

\$52,141.00

Contact person

Agency

Phone Number

Ruby Flynn

City of Alpharetta

678-297-6123

6/26/2023

