



CITY COUNCIL MEETING & PUBLIC HEARING NOVEMBER 13, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. Proclamation: 2023 Alpharetta High School Girls Volleyball Team
5. **BOARDS & COMMISSIONS**
 - A. Swearing-In of Board and Commission Members
6. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 11/6/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of November 6, 2023.
 - B. **Alcoholic Beverage License Applications**
Consideration of approval of the following Alcoholic Beverage License Applications:

PH-23-AB-26 LRP Hotels of Alpharetta, LLC d/b/a Hilton Garden Inn Atlanta Northpoint
10975 Georgia Lane, Alpharetta, GA 30022
Change in Ownership
Hotel
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: LRP Hotels of Alpharetta, LLC
Registered Agent: Ankil Bhakta

PH-23-AB-27 Walking Astro, LLC d/b/a Standard at Alpharetta
4 South Main Street, Alpharetta, GA 30022
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Walking Astro, LLC
Registered Agent: Michael Sard
7. **PUBLIC HEARING**
 - A. **Z-23-11 Ocee Place**
Consideration of a rezoning to allow for 2 'For-Sale' single-family detached lots on 2.5 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale', Residential). The property is located at 4050 Kimball Bridge Road and is legally described as being located in Land Lots 79, 80 and 93, 1st District, 1st Section, Fulton County, Georgia.
 - B. **MP-23-04/V-23-24 / Pickle and Social**
Consideration of a master plan amendment and variance to allow for the construction of an indoor and outdoor pickle ball facility and 8,100 square foot freestanding restaurant on 6.25 acres in the North Point Overlay. The pickle ball facility includes 7 outdoor courts, 8 indoor courts, 14,000 square foot restaurant with rooftop, and 5,000 square foot professional office. A variance is requested to allow parking between the freestanding restaurant building and Rock Mill Road. The property is

located at 0 North Fulton Expressway and 2025 Rock Mill Road and is legally described as being located in Land Lots 753, 754, 797 and 798, 1st District, 2nd Section, Fulton County, Georgia.

C. V-23-22 Chick-fil-A/4285 State Bridge Road

Consideration of variances to allow for a scrape and rebuild of an existing Chick-fil-A with drive-through. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the spacing for parking lot tree islands, and remove the required tree in certain parking lot tree islands. The property is located at 4285 State Bridge Road and is legally described as being located in Land Lots 120 & 129, 1st District, 1st Section, Fulton County, Georgia.

D. E-23-02 Pet Smart Sign Exception

Consideration of a sign exception to allow one (1) additional wall sign for Pet Smart. The property is located at 6370 North Point Parkway and is legally described as being located in Land Lot 741, 1st District, 2nd Section, Fulton County, Georgia.

E. PH-23-20 Unified Development Code Text Amendments – Temporary Uses

Consideration of text amendments to the Unified Development Code (UDC). Amend Subsection 2.3.2 Temporary Uses to remove carnival, circus and fair as temporary uses.

8. NEW BUSINESS

A. Contract Award: Garland/DBS Inc. for Facility Roof Replacements for Fiscal Year 2024

Consideration of approval of a contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$465,075.00 and authorization for the Mayor to execute all necessary documents.

B. iCan Shine & City of Alpharetta 2024 iCan Bike Host Agreement

Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 24-28, 2024, iCan Bike Program, and with authorization for the Mayor to execute all necessary documents.

9. WORK SESSION CONTINUATION (IF NEEDED)

10. PUBLIC COMMENT

11. REPORTS

12. EXECUTIVE SESSION (IF NECESSARY)

13. ADJOURNMENT



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
"2023 Alpharetta High School Girls Volleyball Team"**

WHEREAS: The 2023 Alpharetta High School Girls Volleyball Team received several accolades this season; this year's team not only had a 38-3 overall season, but also won their second State Championship by defeating Pope High School with a score of 3-0, and earned the title of the 2023 6A Girls Volleyball State Champions; and

WHEREAS: The Girls Volleyball Raiders had 1,456 kills this year and their hitting average (that is, was .294, which was over twice the national average of .145; and

WHEREAS: The following students and coaches are a part of the 2023 Women's Volleyball Raiders:

PLAYERS

Madison Boland #5	Brooke Boyles #1	Jala Drayton #2
Cait Kilkelly #7	Kailey Leonard #12	Abigail Lo #15
Madison McLin #8	Stephanie Payne #4	Emerson Petitt #3
Audrey Simpson #16	Nyla Smith #10	Kennedi White #6
Logan Wiley #9	Trey Hicks	
	Team Manager	

COACHES AND ADMINISTRATION

Marshall King	Grace Fossier	Mercedes Pressley
Michael Scheifflee	Scarlett Grantham	
Principal	Athletic Director; and	

WHEREAS: The Senior members of the team have achieved several accomplishments; Logan Wiley, Jayla Drayton, and Maddie Boland have played in three State Championships; they earned the title of runner-up and received two State Championship titles; and

NOW THEREFORE: We, the Mayor and City Council of the City of Alpharetta, Georgia, do hereby recognize the 2023 Alpharetta High School Girls Volleyball team for their dedication and determination this season, and give thanks to the coaches and parents for guiding them through this season.

SO PROCLAIMED: This 13th day of November 2023, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: November 13, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 11/6/2023)

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

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Meeting and Public Hearing minutes from the meeting of November 6, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting & Public Hearing on November 6, 2023.

ALTERNATIVES:

Do not approve as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 11.6.2023



City Council Meeting & Public Hearing
NOVEMBER 6, 2023
UNOFFICIAL MINUTES
Office of the City Clerk

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

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

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

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

• Council Members Absent

- John Hipes

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Ryan Thomas, Municipal Project Manager
- Adam Montgomery, Director of Information Technology
- Cris Randall, Director of Human Resources
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works

- Tom Harris, Director of Finance

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: National Native American Heritage Month

- Mayor Gilvin presented a proclamation to the local Daughters of the American Revolution Chapter to celebrate National Native American Heritage Month.

B. Proclamation: Veterans Day

- Mayor Gilvin presented a proclamation to the local American Legion Post 201 to acknowledge Veterans Day.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 10/16/2023)

Consideration of approval of the City Council Meeting Minutes from the meeting of October 16, 2023.

B. City Council Meeting Minutes (Meeting of 10/23/2023)

Consideration of approval of the City Council Meeting Minutes from October 23, 2023.

C. Alcoholic Beverage License Application

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-24 C.V.R. Creations LLC

d/b/a Painting with a Twist

11770 Haynes Bridge Road #801 Alpharetta, GA 30009

Art Studio

Change in Business Ownership

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: C.V.R. Creations LLC

Registered Agent: Vinay Balamourougan

2. PH-23-AB-25 The Metropolitan Club, Inc.

5895 Windward Parkway, Alpharetta, GA 30005

Event Venue

Change in Business Ownership

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: The Metropolitan Club, Inc.

Registered Agent: Payam Pourreza

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

Consideration of approval of the Financial Management Report for the month ending August 31, 2023.

PUBLIC COMMENTS:

- There were no public comments.
- Mayor Pro Tem Merkel asked for the City Council Meeting Minutes (Meeting of 10/16/2023) be removed from the Consent Agenda.
- Council Member Mitchell asked for the City Council Meeting Minutes (Meeting of 10/23/2023) be removed from the Consent Agenda.
- ❖ Council Member DeRito offered a motion to approve the Consent Agenda, with only items C and D.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (6-0).
- ❖ Council Member Will offered a motion to approve the City Council Meeting Minutes (Meeting of 10/16/2023).
 - Council Member Mitchell seconded the motion.
 - The motion passed (5-01, with Mayor Pro Tem Merkel in abstention).
- ❖ Mayor Pro Tem Merkel offered a motion to approve the City Council Meeting Minutes (Meeting of 10/23/2023).
 - Council Member DeRito seconded the motion.
 - The motion passed (5-0-1, with Council Member Mitchell in abstention).

6. NEW BUSINESS

A. Resolution: Retiree Health Plan and Retiree Health Reimbursement Plan

Consideration of adoption of a Resolution amending and restating the Retiree Health Plan and the Retiree Health Reimbursement Plan.

- City Attorney, Molly Esswein, read the resolution aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The City has offered a Retiree Health Plan since 1999. This plan allowed eligible employees (age 55; 10 years of service) to elect immediately upon termination to continue on the City's medical plan by agreeing to pay 100% of the cost of the premiums. Only a limited number of retirees have elected this option and with new plans available in the open market, better choices are often available.
- By adoption of the resolution, the Retiree Health Plan will cease as a benefit as of July 1, 2023, with the exception of the 6 retirees who elected prior to the said date.
- An operating initiative was approved in the 2024 budget to enhance the retiree health benefit by making structural amendments and increasing the annual funding from 2% to 2.5%. By decreasing the term of the benefit accrual to a 10 year period

(120 monthly benefits accruals that start upon application), re-allocating any surplus assets of the Retiree Health Plan, and utilizing the additional .5% funding (approximately \$175,000) specifically for this Tier 2 benefit, the monthly amount is expected to grow to approximately \$750 (\$9,000/yr). The actual amount will be calculated by an actuary and approved by the Retiree Health Board after adoption of the amended and restated plan by the City Council. This Tier 2 benefit will be available to eligible employees who terminate on or after July 1, 2023.

- No changes are being made to the Tier 1 benefit available for eligible retirees who terminated prior to July 1.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve the adoption of a Resolution amending and restating the Retiree Health Plan and the Retiree Health Reimbursement Plan.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

B. Resolution: Combined Defined Benefit Pension Plan

Consideration of adoption of a Resolution amending and restating the City of Alpharetta Combined Defined Benefit Pension Plan to incorporate previous City Council approved amendments, update the plan for applicable law changes, and to clarify disability and pre-retirement death benefits, as well as other definitions and other changes.

- City Attorney, Molly Esswein, read the resolution aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The City of Alpharetta Combined Defined Benefit Pension Plan (the "Plan") was closed to new participants as of June 30, 2009. The Plan was amended and restated in 2016.
- Staff recommends amending and restating the Plan to incorporate such previous council-approved amendments and to update the plan for applicable law changes, and to clarify disability benefits and pre-retirement death benefits, as well as other definitions and other changes.
- The following changes are suggested:
 - Incorporation of Prior Plan Amendments, Law Changes, and Conforming Changes. The Plan Restatement incorporates the prior approved amendments to the Plan. The Plan Restatement also makes the other conforming changes to the Plan for consistency with Plan operations, including removing outdated or inoperative Plan provisions and updating applicable IRS dollar limitations to 2023 adjustments.

- Disability Benefit Clarifications. The following clarifications have been made by the Plan Restatement:
 - Revised definition of "Disability Date" to clarify that it only applies for purposes of determining the disability retirement benefit prior to February 29, 2008, as provided in the last paragraph of Article IV, Section 5.
 - Revised definition of "Termination" to clarify that an absence due to a disability does not constitute a Termination of Employment if the participant is entitled to disability retirement benefits under Article IV, Section 5, as if the participant has remained an active employee.
 - Revised disability benefit provisions in Article IV, Section 5, to clarify that a Disabled Participant will continue to accrue Credited Service and eligibility for vesting, retirement, and death benefits.
- Definition of Earnings. The Plan Restatement clarifies the definition of "Earnings" to (A) exclude retention bonuses paid to certain employees pursuant to employment contracts approved by the Mayor and City Council, which provide such bonuses are excluded, and (B) exclude earnings paid while an employee is not eligible to accrue benefits under the Plan.
- Clarification for Eligible Employees. The Plan Restatement clarifies the definitions of "Employee" and "Eligible Employee."
- Pre-Retirement Death Benefit. The Plan Restatement amends provisions in Article VI for the pre-retirement death benefit for a participant who dies during active employment to provide for reductions on an actuarial equivalent basis.
- Minimum Required Distribution Age Increase. The Plan Restatement updates provisions in Article VIII for the SECURE Act and SECURE Act 2.0 law changes, which increased the minimum required distribution age from age 70½ to age 72 and age 73, as applicable.
- Limitation on Benefits. Article IX has been updated to remove outdated Code Section 415 language.
- Savings Clause. The Plan Restatement adds a savings clause for federal and state law applicable to the Plan Article XVIII, Section 1(b).
- Errors in Benefits. Article XVIII, Section 8, has been updated, in light of SECURE Act 2.0, for flexibility for the Pension Committee to make corrections for administrative errors in accordance with current IRS guidance and to correct and recoup overpayments made to participants or beneficiaries.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Binder offered a motion to approve the adoption of a Resolution amending and restating the City of Alpharetta Combined Defined Benefit Pension Plan.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).

C. Task Order: Fiscal Year 2024 Stormwater Pipe Lining Services

Consideration of approval of a task order to Utility Asset Management, Inc. in the amount of \$305,707.50 for pipe lining services, under the City's On-Call Stormwater Pipe Lining Services contract and authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to the present this item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve a task order to Utility Asset Management, Inc. in the amount of \$305,707.50 for pipe lining services, under the City's On-Call Stormwater Pipe Lining Services contract and authorization for the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

D. Community Project Funding/Congressionally Directed Spending FY2022 Grant for Downtown Bus Shelters

REMOVED: This item has been removed from this agenda by city staff. This item will not be discussed or considered during this meeting.

Consideration of approval to accept the \$150,000 award of the FY22 Congressionally Directed Spending Grant for downtown bus shelters, as well as, appropriate City funding requirements of \$123,600 (constituting the required match, design, and GDOT PE oversight services) and with authorization for the Mayor to execute all necessary documents.

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- Council Member Will shared that the city recently approved a blood cancer screening test. 85 firefighters took advantage of that test (82 came back as a low risk, but 3 were referred to receive baseline metric testing; 3 came back as mild and have been referred to a doctor). This is a great investment in our employees and thank you to the City for doing this.
- Mayor Gilvin shared that he recently spoke to the North Fulton Rotary Club and was questioned about the future development of North Point Mall. Mayor Gilvin said the question came as a result of a video interview Senator Brandon Beach did with Atlanta

Community Profiles. The Mayor shared that Senator Beach is also the Executive Director of True North 400, formerly the North Fulton CID. Mayor Gilvin also shared that Senator Beach is a part of the Fulton County Development Authority. Mayor Gilvin questioned Senator Beach's advocacy for a development project in Forsyth County noting his role with True North 400 and the Fulton County Development Authority. Mayor Gilvin shared that he sent an email to several members of the board of True North 400 with the City Council, and he wanted to report that he has not received a response.

- Council Member Binder shared that he would like to have a work session to evaluate a special services district for the area. It was concluded that a work session would be scheduled at a later date.

9. EXECUTIVE SESSION (IF NEEDED)

- There was not an executive session.

10. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously.
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:10 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Administration

Submitted By:

Meeting Date: November 13, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following Alcoholic Beverage License Applications:

PH-23-AB-26 LRP Hotels of Alpharetta, LLC d/b/a Hilton Garden Inn Atlanta Northpoint

10975 Georgia Lane, Alpharetta, GA 30022

Change in Ownership

Hotel

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: LRP Hotels of Alpharetta, LLC

Registered Agent: Ankil Bhakta

PH-23-AB-27 Walking Astro, LLC d/b/a Standard at Alpharetta

4 South Main Street, Alpharetta, GA 30022

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Walking Astro, LLC

Registered Agent: Michael Sard

STAFF RECOMMENDATION:

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

1. PH-23-AB-26 LRP Hotels of Alpharetta, LLC d/b/a Hilton Garden Inn Atlanta Northpoint 10975 Georgia Lane, Alpharetta, GA 30022
2. PH-23-AB-27 Walking Astro, LLC d/b/a Standard at Alpharetta 4 South Main Street Lower, Alpharetta, GA 30009

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Monday, November 6, 2023. There were no public comments during the hearing. At the conclusion of the hearing City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:

Do not approve the license application.

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 11-6-2023



ALCOHOL LICENSE PUBLIC HEARING NOVEMBER 6, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 844 2083 9690

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:03 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Officer
- Murod Marupov, Operations Manager LRP Hotels of Alpharetta LLC
- Geoffrey Davson, On-Site Manager Hilton Garden Inn
- Michael Sard, Attorney for Walking Astro, LLC
- Chris Anderson, Member of Walking Astro, LLC

IV. PUBLIC HEARING

- A. PH-23-AB-26 LRP Hotels of Alpharetta, LLC
d/b/a Hilton Garden Inn Atlanta Northpoint
10975 Georgia Lane
Alpharetta, GA 30022

Change in Business Ownership
Hotel

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

Owner: LRP Hotels of Alpharetta, LLC
Registered Agent: Ankil Bhakta

- Mr. Murod Marupov, Operations Manager for LRP Hotels of Alpharetta, LLC and residing at 7 Majestic Pine Court, Pooler, GA 31322, was on the call. Mr. Geoffrey Davson, On-Site

Manager for Hilton Garden Inn located at 10975 Georgia Lane, Alpharetta, GA 30022 was also on the call.

- Mr. Marupov stated this is a change in full ownership of the hotel. New ownership began in May 2023. They have no other establishments in Alpharetta with an alcohol beverage license.
- Mr. Marupov stated they have reviewed the City's alcohol ordinances and have no questions.
- Ms. Shapiro reminded the applicant all employees on site taking orders and serving alcohol are required to have a pouring permit.
- Mr. Marupov stated most of the employees have remained on staff at the hotel.
- Mr. Davson stated that employees go through the Hilton brand on site training. There are approximately 12 employees on site who will be handling alcohol sales and service at the hotel pantry and bar.
- City staff has reviewed the application and it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, November 13, 2023, at 6:30 pm in case Mayor or Council have any questions.

B. PH-23-AB-27 Walking Astro, LLC
d/b/a Standard at Alpharetta
4 South Main Street
Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Walking Astro, LLC
Registered Agent: Michael Sard

- Mr. Michael Sard of Sard and Leff, LLC representing the applicant and located at 3789 Rowell Road, Atlanta, GA 30342, was on the call. Mr. Chris Anderson, member of Walking Astro, LLC and residing at 8652 Birch Hollow Drive, Roswell, GA 30076, was also on the call.
- Mr. Sard stated Standard at Alpharetta is going in the space Carson Kitchen Restaurant previously occupied.
- Mr. Sard stated this is the second Standard restaurant. There is a location located in the City of Roswell for 7 years now with no incidents.
- Mr. Sard has reviewed the City's alcohol ordinance with the applicant. They hope to open in November 2023 as soon as they receive their local and state licenses.
- Mr. Sard stated there is in-house training provided to employees who serve alcohol.
- Mr. Anderson stated there will be approximately 6-8 employees on site.
- Ms. Shapiro reminded the applicant that they will need to submit payment for prorated 2023 fees as well as 2024 fees.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, November 13, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:15 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

GEORGIA LAND

PARKING

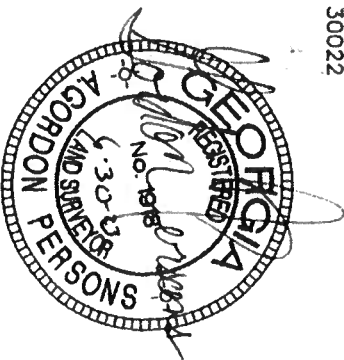
MAIN ENTRANCE

SITE
10975

MAGNETIC

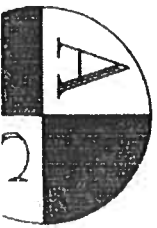


1. PRIVATE RESIDENCE: 655 FEET TO ENCLAVE AT MILTON PARK
2600 WANDER TRAIL ALPHARETTA, GA 30022
 2. BUS STOP: 873 FEET TO WANDER TRAIL AND MILL CREEK AVE ALPHARETTA, GA 30022
 3. CHURCH: 5,254 FEET TO CEDAR SPRINGS CHURCH
2725 KIMBALL BRIDGE RD ALPHARETTA, GA 30004
 4. LIBRARY: 9,768 FEET TO ALPHARETTA BRANCH LIBRARY
10 PARK PLAZA ALPHARETTA, GA 30009
 5. SCHOOL: 2,237 FEET TO HAYNES BRIDGE ELEMENTARY SCHOOL
10665 HAYNES BRIDGE RD ALPHARETTA, GA 30022
 6. PARK: 1,379 FEET TO BIG CREEK GREENWAY
10803 HAYNES BRIDGE RD ALPHARETTA, GA 30022
- ALL DISTANCES MEASURED IN A STRAGHT LINE



Advance Survey, Inc.

634 N. CLAYTON STREET
LAWRENCEVILLE, GA. 30046
OFFICE: (770) 995-0938
FAX: (770) 554-7539



ALCOHOLIC BEVERAGE SURVEY FOR:

HILTON GARDEN INN ATLANTA NORTH POINT

LAND LOT:	287	SCALE:	1"=80'
DISTRICT:	1ST	DATE:	6/30/2023

6/30/2023

APPLICANT:

Hilton Garden Inn Atlanta North Point

TRADE NAME:

ADDRESS:

10975 Georgia Ave

CITY: Alpharetta

STATE: Ga



ZIP: 30022

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1. 655 feet to the Enclave at Milton Park
(private) residence located at 2600 Under trail Alpharetta Ga 30022
2. 873 feet to the Bus Stop
(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at Under trail and Mill Creek Ave Alpharetta Ga 30022

** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 470-254-2978. list type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.

Distance requirements are defined in Section 4-17 and Section 4-398 of the Code of the City of Alpharetta.

3. 5254 feet to the Cedar Springs Church
(church or other place used primarily for religious service) located at 2725 Kimball Bridge Rd Alpharetta Ga 30004
4. 9768 feet to the Alpharetta Branch Library
(public library or branch thereof) located at 10 Park Plaza Alpharetta Ga 30009
5. 2237 feet to the Haynes bridge elementary School
(school ground or college campus) located at 10605 Haynes bridge rd Alpharetta Ga 30022
6. 1379 feet to the Big Creek Greenway
(portion of public park habitually used for recreational purposes) located at 10203 Haynes bridge rd Alpharetta Ga 30022

Distance requirements are defined in Section 4-17 and Section 4-398 of the Code of the City of Alpharetta. Please review these sections of the City Code prior to executing this document below. Any distance requirements required by State of Georgia law, such as the minimum distance between package stores, must also be shown on the survey.

In my opinion, the ~~phenomena~~ phenomena indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia.



CITY OF ALPHARETTA

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Public Safety

DATE: 8-12-2019

APPLICANT: Bleven Hospitality Group

TRADE NAME: Carson Kitchen

ADDRESS: 4 South Main Street

CITY: Alpharetta STATE: GA ☒ ZIP: 30009

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1. 430 feet to the Property line of nearest private residence
(private) residence located at 70 Academy Street

2. 880 feet to the Academy Street & Cricket Lane
(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at the northeast corner of said intersection

** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 470-254-2978. List type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.

Distances from the subject location must be a minimum of three hundred (300) feet from any of the following:

3. 100 feet to the First Baptist Church of Alpharetta
(church or other place used primarily for religious services) located at 44 Academy Street

4. 440 feet to the Alpharetta City Library
(public library or branch thereof) located at 10 Park Plaza

5. 700 feet to the Old Milton HS & Independence HS Campus
(school ground or college campus) located at 86 School Drive

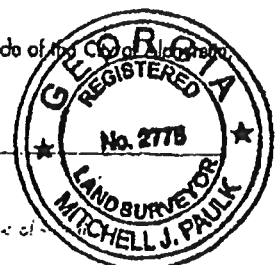
6. 2,050 feet to the Alpharetta City Parks & Rec.
(portion of public park habitually used for recreational purposes) located at 175 Roswell Street

Distance shall be measured from such residence, library, property line of church or other place used primarily for religious services, property line of school ground or college campus, park or library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop.

In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia, with exception of First Baptist Church of Alpharetta.

Mitchell J. Paulk
Signature of Georgia Registered Land Surveyor

GA RLS 2775
Surveyor Number



NOTE: A survey showing the distance to the nearest school campus must be attached to this form at the time of





CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 13, 2023

AGENDA ITEM: Z-23-11 OCEE PLACE/4050 KIMBALL BRIDGE ROAD

The applicant, Castle View Homes, LLC, is requesting a rezoning to allow for the construction of two (2) 'For-Sale' single-family detached lots on 2.49 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential). The subject property is located at 4050 Kimball Bridge Road near the southwest corner of Kimball Bridge Road and Buice Road.

This item was considered by the Planning Commission at the October 5, 2023 meeting. There was one (1) public comment in opposition with concerns over stormwater, tree removal, site plan lacks home footprints, want to see a landscape plan, property should be sold to Johns Creek for overflow parking for Ocee Park, and renderings are insufficient. After discussion, Planning Commission deferred the applicant's request to the next meeting with the request that the applicant provide shell home renderings that can be customized and address concerns with neighbors. Vote 6-0

This item was reconsidered at the November 2, 2023 Planning Commission meeting. There was one (1) public comment in opposition with concerns over stormwater and tree removal. After discussion, Planning Commission recommended approval of the request subject to staff's recommended conditions. Vote 6-0

PLANNING COMMISSION RECOMMENDATION:

Approve Z-23-11 Ocee Place/4050 Kimball Bridge Road, subject to the following conditions:

1. The site, consisting of approximately 2.49 acres, shall be zoned R-15 and developed substantially similar to site plan prepared by Earth Design Engineering, LLC, dated 10/23/2023, except for modifications required to comply with the conditions below. Homes shall be oriented to Kimball Bridge Road. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Home elevations shall have traditional architecture and exterior materials shall be at least 75% brick and/or stone similar to the submitted elevations, labeled Exhibit A – Home Renderings, with final approval by Staff. Homes shall have 3-sided architecture and materials, and garage doors shall not be visible from Kimball Bridge Road, as approved by Staff.
3. Minimum 20' decorative landscape strip shall be provided along Kimball Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.
4. Developer shall improve Kimball Bridge Road frontage with a minimum 6' sidewalk, 6' planter planted with street trees, and decorative pedestrian lighting matching the City's recent improvements, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
5. Developer shall plant trees along each side of the new shared driveway.
6. Developer shall include the driveway portion on each lot in the total impervious area calculation as it relates to stormwater.
7. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
8. Developer shall remove exotic and invasive trees and shrubs within tree save areas, as approved

- by Staff.
9. Unfinished wood fences and decks shall not be visible from Kimball Bridge Road or Ocee Park.
 10. Trees shall be preserved as depicted on the site plan prepared by Earth Design Engineering, LLC, dated 8/21/2023.
 11. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
 12. Utility structures, headwalls, etc. shall be finished with decorative stone, where visible from Ocee Park or Kimball Bridge Crossing.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for the construction of two (2) 'For-Sale' single-family detached lots on 2.49 acres. The proposed density is 0.80 dwelling units per acre. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential). The subject property is located at 4050 Kimball Bridge Road near the southwest corner of Kimball Bridge Road and Buice Road.

The subject property is wooded and developed with a single-family detached home. Surrounding properties are zoned R-12 (Dwelling, 'For-Sale', Residential) to the north, R-15 (Dwelling, 'For-Sale' Residential) to the west and south and AG and City of Johns Creek to the east. Kimball Oaks subdivision is located to the north, Kimball Bridge Crossing subdivision is located to the west and south, and an unplatted single-family detached lot and Ocee Park are located to the east. The comprehensive land use plan designation of the property is 'Low Density Residential', which allows the proposed zoning district and use.

SITE PLAN

The submitted site plan depicts two (2) single-family detached lots on 2.49 acres. Lot 1 is 1.03 acres and Lot 2 is 1.46 acres. Lot 2 has the appearance of a flag lot, which is prohibited in the City's Unified Development Code (UDC). However, Lot 2 meets the minimum lot width of 100' as measured at the front minimum setback line. Based on how the lots are being subdivided, the home on Lot 2 will be setback behind the home on Lot 1, which limits the visibility of the home on Lot 2 from Kimball Bridge Road. Access to the property is proposed by way of a new shared driveway off Kimball Bridge Road which straddles the property line between the two (2) lots. A 65' front setback and twenty-foot (20') landscape strip are depicted along Kimball Bridge Road.

The property is wooded and consists of a mix of pines and hardwoods. Tree saves are depicted along the west, south and east property lines. Tree groupings and/or trees of quality should be identified and saved on the property. Stormwater will be addressed on each property individually. Full stormwater requirements will apply if the new or replaced impervious area of each lot is 5,000 square feet or more.

RENDERINGS

The applicant submitted renderings of the homes depicting brick and stone as the primary exterior material. Garages will not face the street. According to the applicant, the homes will be two (2) stories over basement and between 4,000 to 6,000 square feet. Price points will range between \$1.6 million to \$2 million.

TRAFFIC

The proposed project, consisting of two (2) single-family detached homes, would generate approximately two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. However, Fulton County Schools does

not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools would be negligible with the proposed development.

STANDARDS FOR ZONING CHANGES

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

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

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Approval of the applicant's request would result in lots that are larger than lots in surrounding and nearby subdivisions.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties. Approval of the applicant's request would result in lots that are larger than lots in surrounding and nearby subdivisions.

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

Response: The applicant's proposal should not have significant impacts on the natural environment. Tree saves are identified throughout the site.

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

Response: The future land use designation of the property would allow the R-12 or R-15 zoning districts. Given the surrounding development pattern, R-15 would have the least impact to surrounding properties.

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 applicant's proposal limits the demand on public facilities and services by proposing a density (0.80 dwelling units/acre) that is less than the maximum (3 dwelling units/acre) allowed under the future land use designation of the property.

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

Response: Not applicable.

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 future land use of the property would allow the R-12 or R-15 zoning districts. Given the surrounding development pattern, R-15 zoning would have the least impact to surrounding properties. Approval of the applicant's request would result in lots that are larger than lots in surrounding and nearby subdivisions.

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

Response: The future land use designation of the property would allow the R-12 or R-15 zoning districts. Given the surrounding development pattern, R-15 would have the least impact to surrounding properties.

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

Response: The comprehensive land use plan designation of the property is 'Low Density Residential', which allows the proposed zoning.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a rezoning. The proposed rezoning is consistent with the future land use designation of the property, as well as the existing use of adjacent and nearby properties. The R-15 district would have the least impact to surrounding properties and would result in lots that are larger than lots in surrounding and nearby subdivisions.

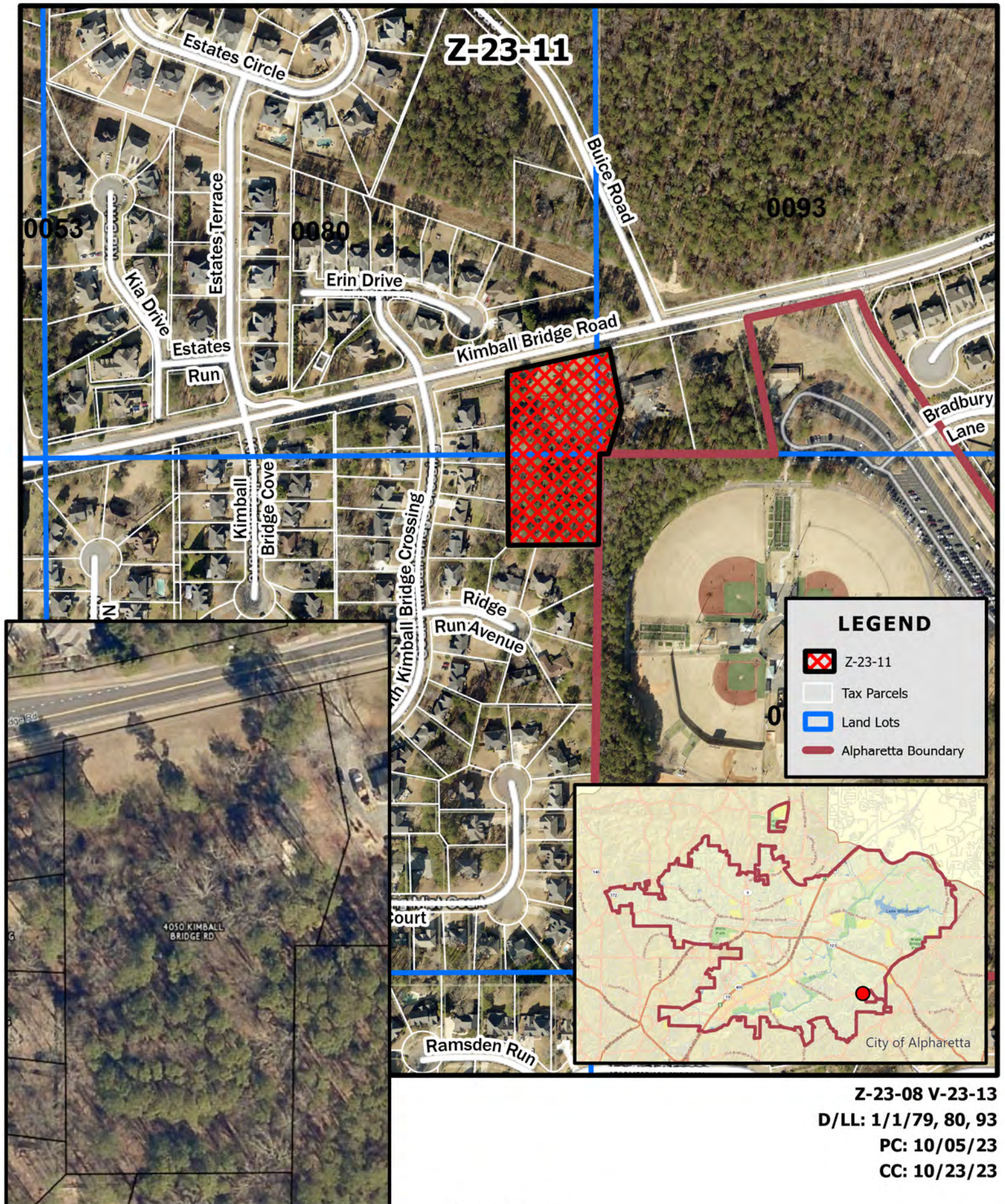
CITIZEN PARTICIPATION PLAN

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, except for comments received at the CZIM.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on September 13, 2023. Several people signed in but did not leave comments. According to the applicant, there were three (3) main comments related to landscaping between the driveway and homes to the west, stormwater management, and length of construction. The applicant committed to planting landscaping along the new driveway, complying with the City's stormwater standards, and minimizing the length of construction.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Latest Site Plan • Exhibit A – Home Renderings • Tree Save Plan • CZIM • Citizen Part B • Additional Public Notice • Application

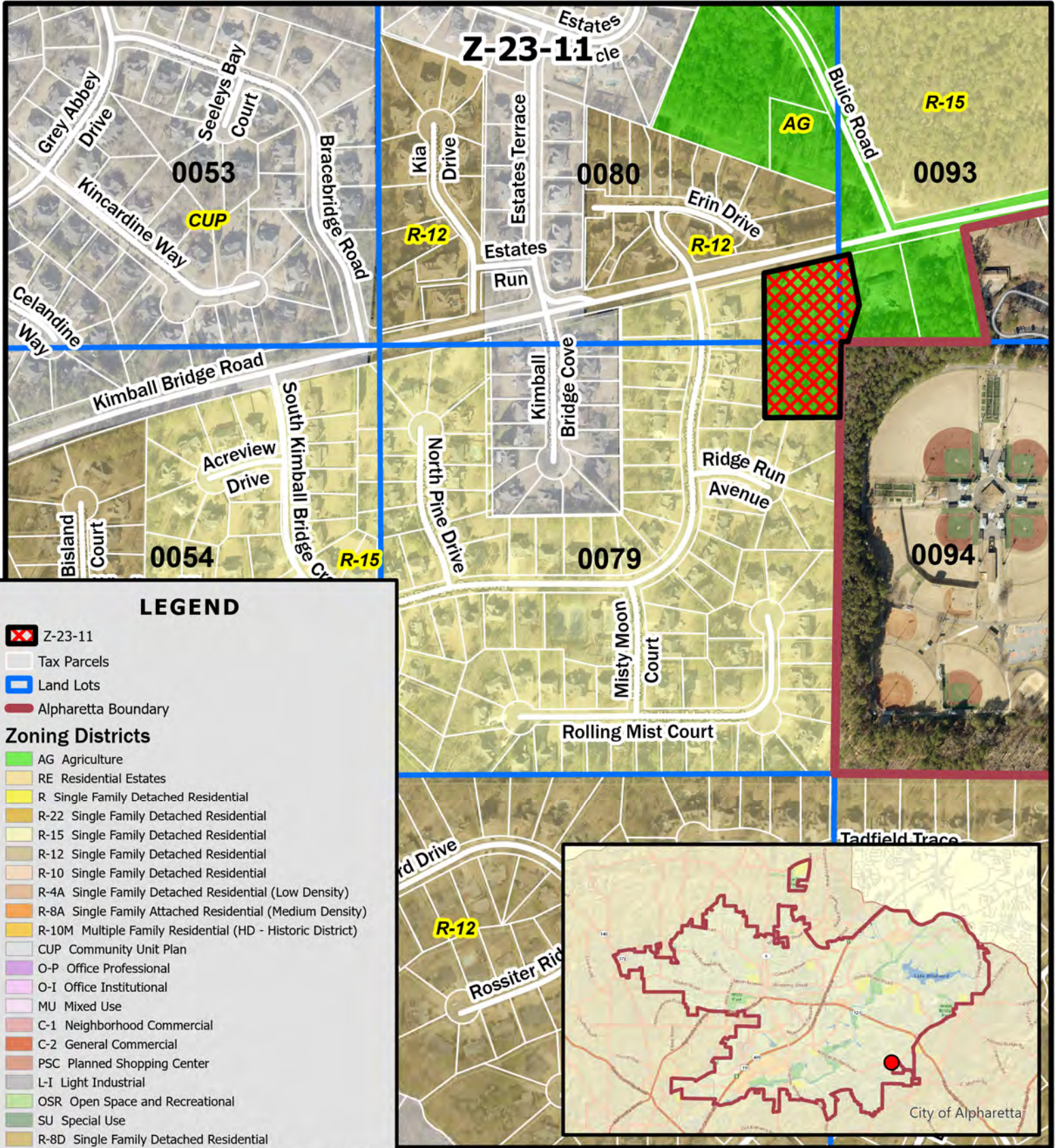


Z-23-08 V-23-13

D/LL: 1/1/79, 80, 93

PC: 10/05/23

CC: 10/23/23

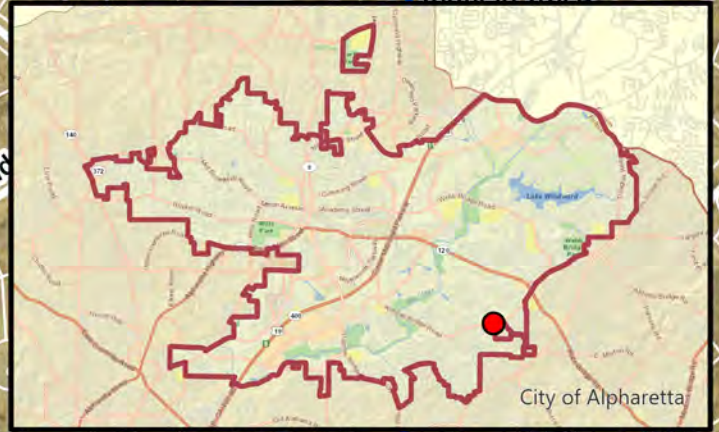


LEGEND

- Z-23-11
- Tax Parcels
- Land Lots
- Alpharetta Boundary

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

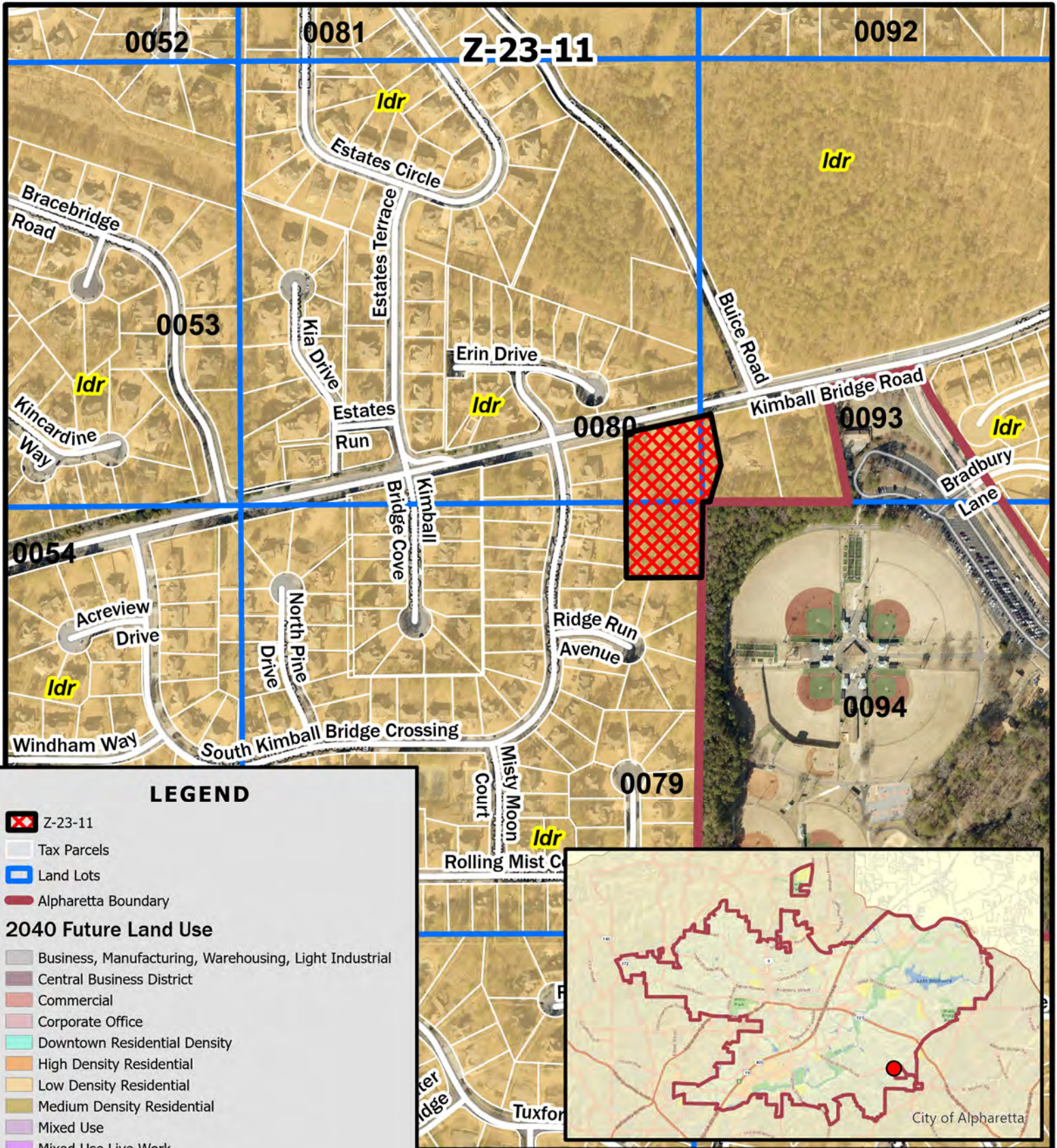


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D/LL: 1/1/79, 80, 93

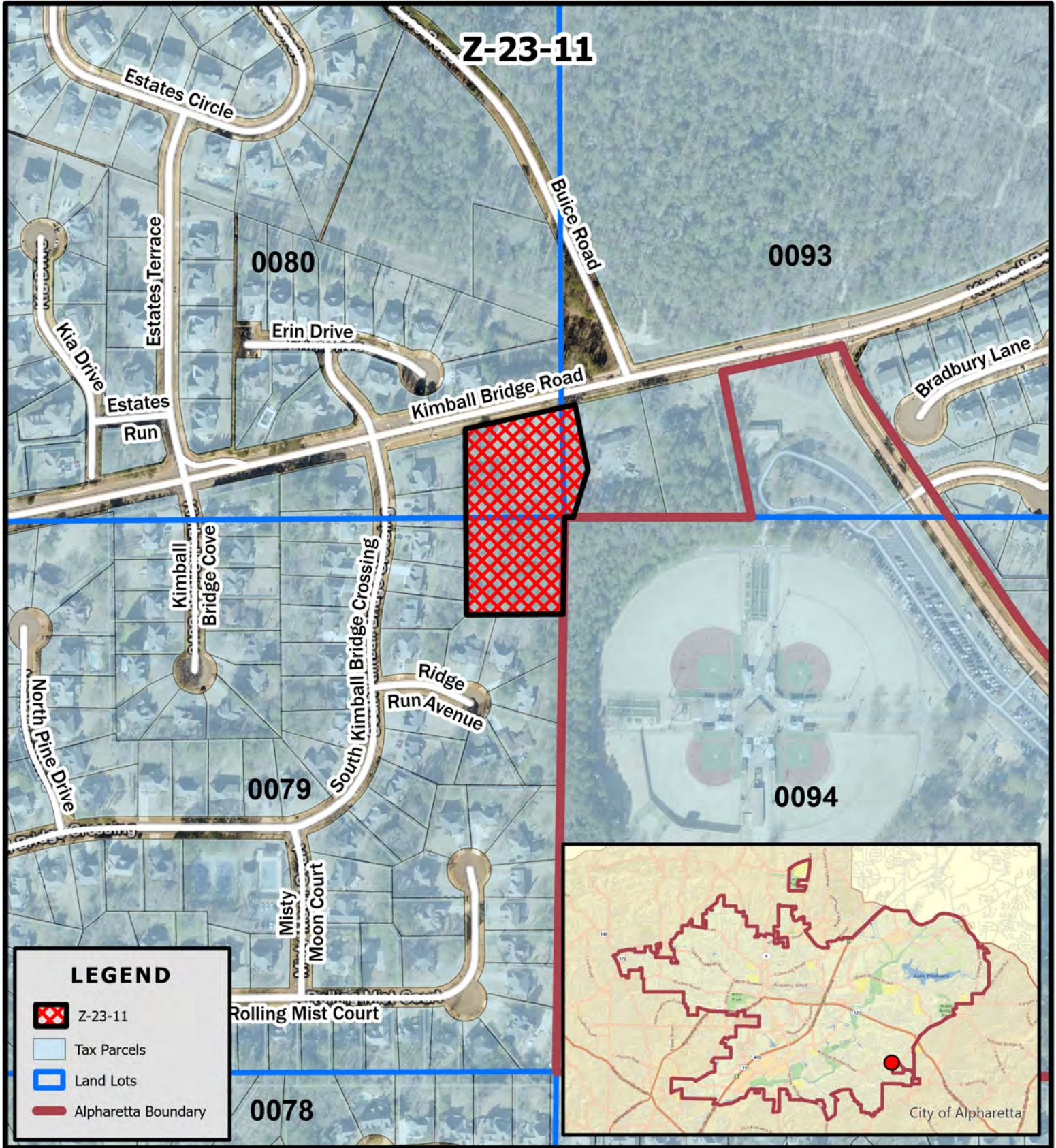
PC: 10/05/23

CC: 10/23/23

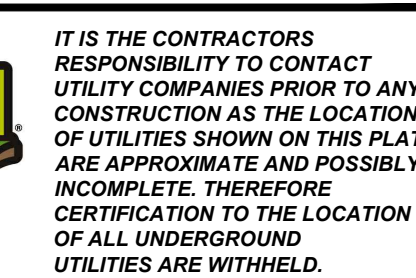


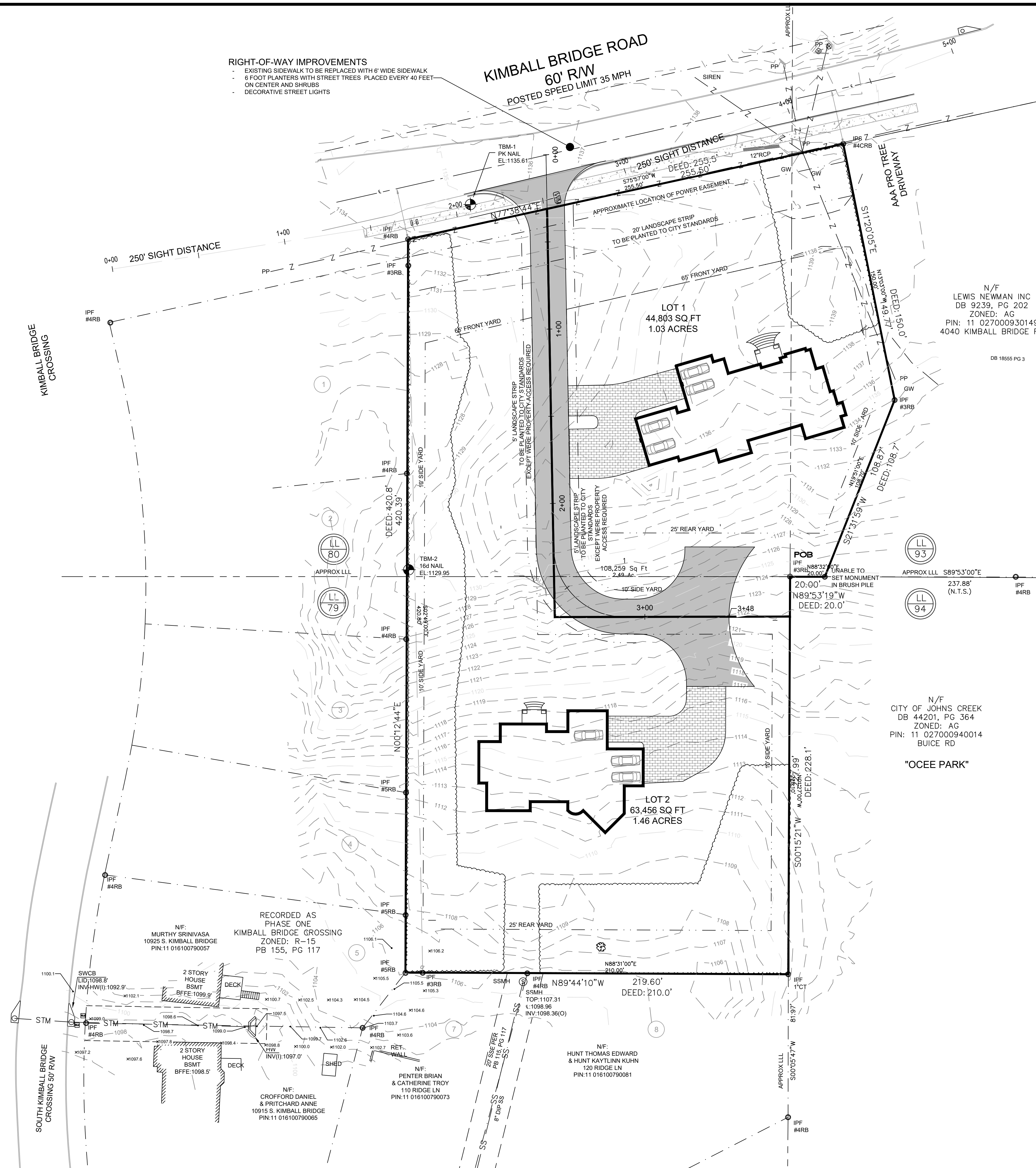
Future Land Use Map
Ocece Place
4050 Kimball Bridge Road

Z-23-08 V-23-13
D/LL: 1/1/79, 80, 93
PC: 10/05/23
CC: 10/23/23



Z-23-08 V-23-13
D/LL: 1/1/79, 80, 93
PC: 10/05/23
CC: 10/23/23





- RIGHT-OF-WAY IMPROVEMENTS
- EXISTING SIDEWALK TO BE REPLACED WITH 6' WIDE SIDEWALK
 - 6 FOOT PLANTERS WITH STREET TREES PLACED EVERY 40 FEET ON CENTER AND SHRUBS
 - DECORATIVE STREET LIGHTS

KIMBALL BRIDGE ROAD
60' R/W
POSTED SPEED LIMIT 35 MPH

N/F
LEWIS NEWMAN INC
DB 9239, PG 202
ZONED: AG
PIN: 11 027000930149
4040 KIMBALL BRIDGE RD

DB 18555 PG 3

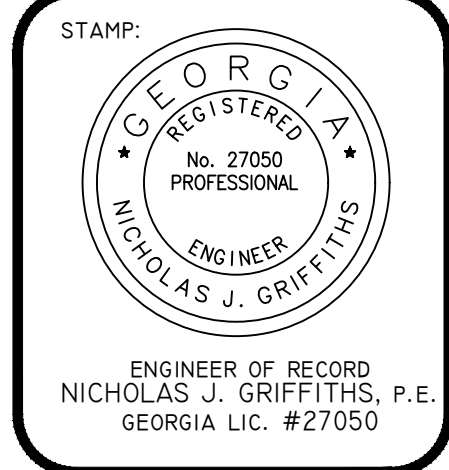
N/F
CITY OF JOHNS CREEK
DB 44201, PG 364
ZONED: AG
PIN: 11 027000940014
BUICE RD

"OCEE PARK"

GRAPHIC SCALE



(IN FEET)
1 inch = 30' ft.



	House footprints added	10/23/23
No.	Revision/Issue	Date
Project Number:	2022-087	Issue Date: 07-18-2023
Drawn By:	NJG	Checked By: NJG

EARTH DESIGN ENGINEERING, LLC

844 180th AVE EAST
REDINGTON SHORES, FL 33708
PHONE: (772) 435-5871
EMAIL: EARTHDESIGNENGINEERING@GMAIL.COM

Project Name and Address
OCEE PLACE
KIMBALL BRIDGE ROAD, ALPHARETTA GA
PROPERTY REPRESENTATIVE:
CASTLE VIEW HOMES, LLC
ATTN: KOUROSH BAGHAEI
5165 PEACHTREE PARKWAY #220
NORCROSS, GA 30092
PHONE: (404) 293-5555
EMAIL: kb@castleviewhomes.net

Sheet Name
POTENTIAL HOUSE LOCATION PLAN

Sheet Number **2-2**

CONTRACTOR PLEASE NOTE THERE ARE NUMEROUS UNDERGROUND UTILITIES. ALL SHALL BE FIELD LOCATED PRIOR TO CONSTRUCTION OF DRIVEWAY AND PROPOSED UTILITY AND STORM DRAIN CROSSINGS. IMMEDIATELY BRING TO THE ATTENTION OF THE OWNER / ENGINEER AND / OR UTILITY PROVIDER OF EXPOSED CONFLICTS

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT.



IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.

Exhibit A



SAMPLE CUSTOM HOME, NEW
SINGLE HOUSE
KOUROSH BAGHAEI, OWNER
(NEW DESIGN HOUSE & SITE PLAN)
AN ADAPTIVE NEW DESIGN BY LDP DESIGN GROUP, INC

10/16/2023 2:30:45 AM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 1

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT
COVER

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-010-23

DRAWN ::

Majid G. Moghadam

CHECKED

M.G.M

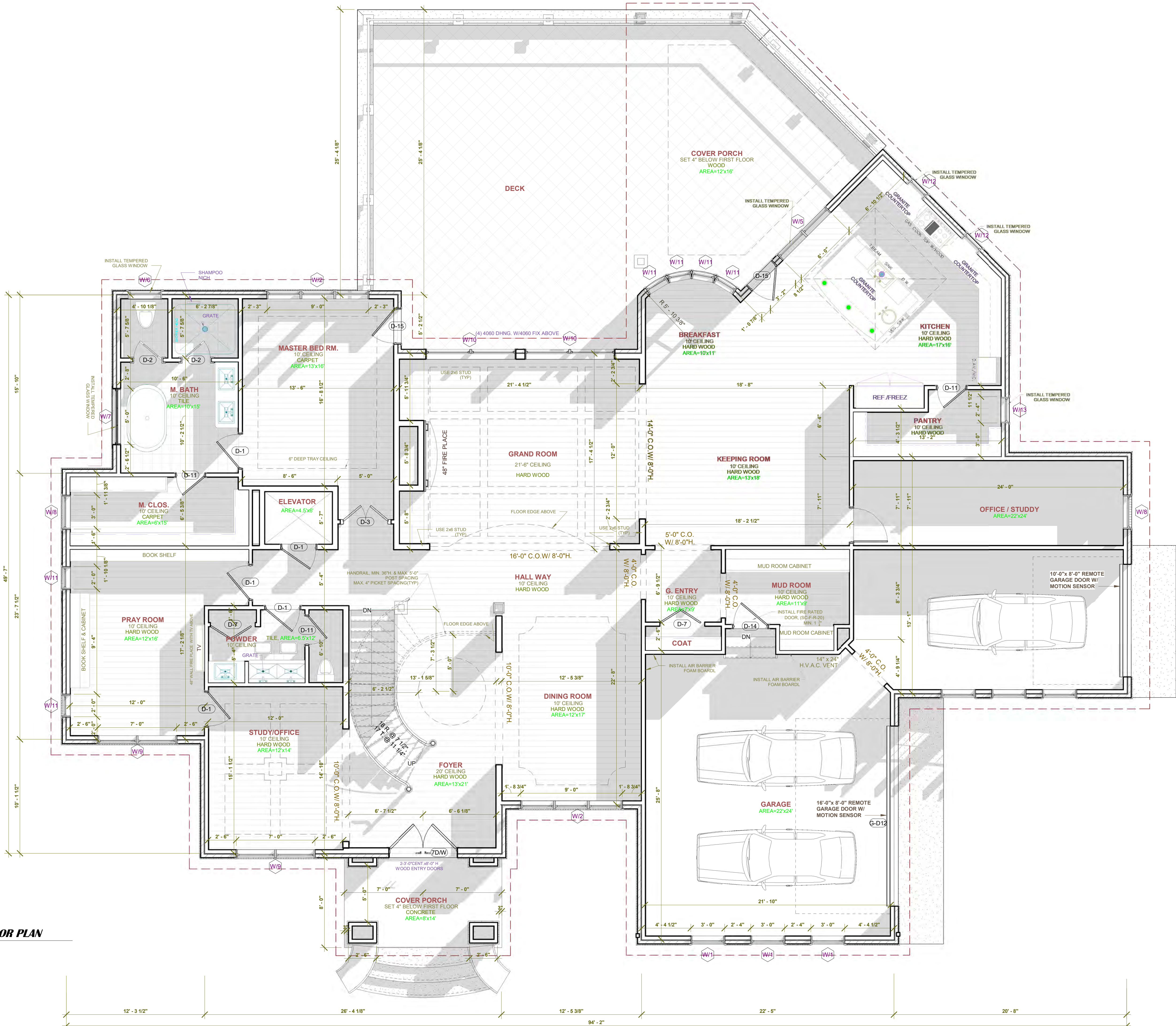
ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A000

1 FIRST FLOOR PLAN
1/4" = 1'-0"



DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 1

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FIRST FLOOR
PLAN

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-010-23

1/4" = 1'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

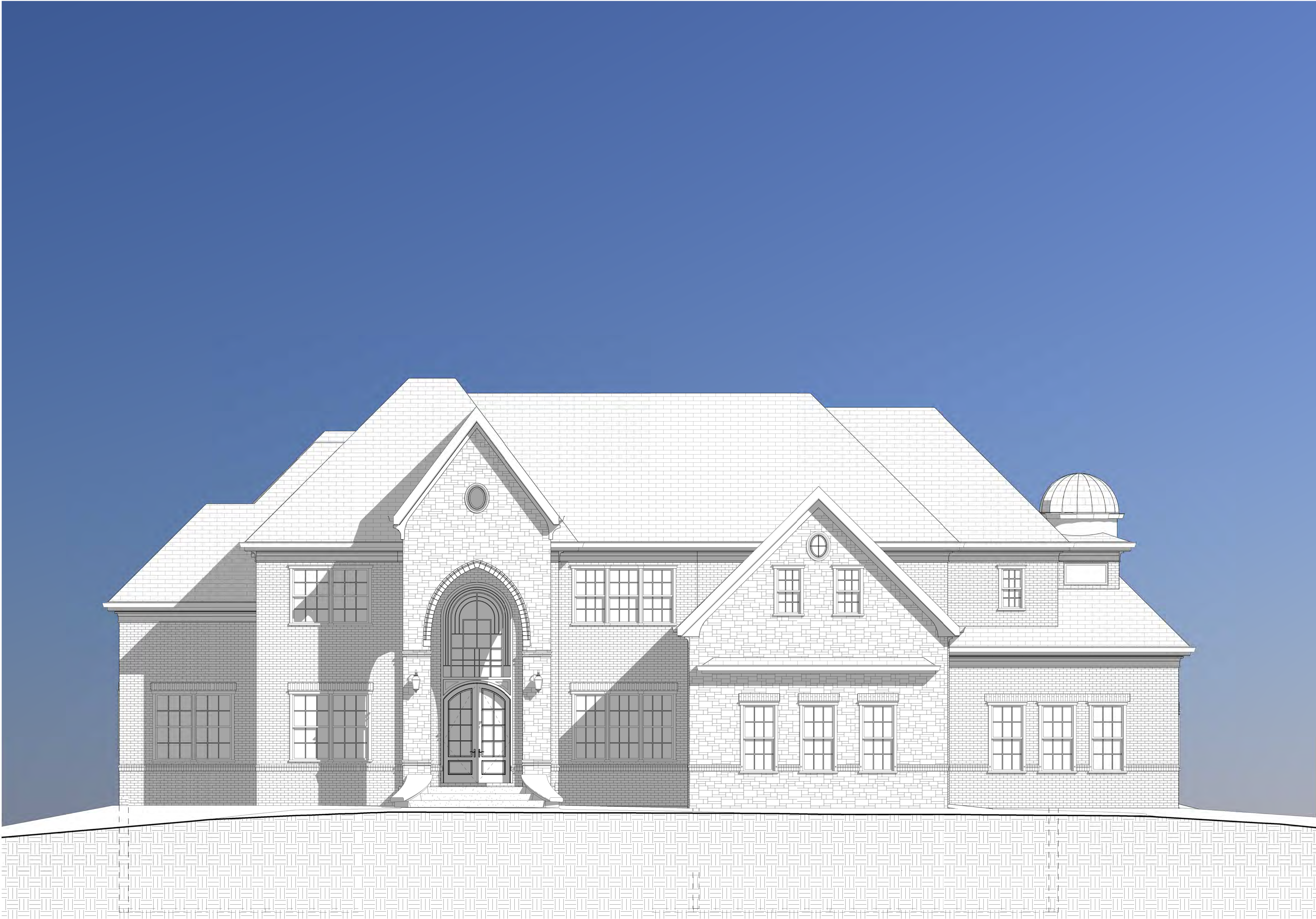
ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A102

10/18/2023 2:30:55 AM



1 FRONT SIDE ELEVATION
1/4" = 1'-0"

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 1

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT SIDE ELEVATION

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

HG-010-23

Scale:

1/4" = 1'-0"

DRAWN ::

Author

CHECKED

Checker

ISSUED:

SHEET NUMBER:

A201

ORIGINAL DRAWINGS SIZES 24"x36"

Page 33 of 334



10/18/2023 2:30:55 AM

DRAWING ISSUE RECORD	
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PROJECT NAME	
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4050 Kimball Bridge Road Alpharetta, GA 30022	
SHEET TITLE:	
3D VIEW -3 Copy 1	
LDP Design Group	
LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC. ARCHITECTS, PLANNERS, ENGINEERS	
1150 LEA DRIVE ROSWELL, GEORGIA 30076 PHONE: (404) 993-2829 EMAIL: ldpdesign2000@gmail.com	
SEAL	
Architect of record:	
Date: 10/10/2023	
PROJECT LOCATION:	
PROJECT NUMBER: Scale:	
HG-010-23	
DRAWN :: Author	
CHECKED Checker	
ISSUED:	
SHEET NUMBER: ORIGINAL DRAWINGS SIZES 24"x36"	
A208	



DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 1

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -3

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-010-23

DRAWN ::

Author

CHECKED

Checker

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A207



10/16/2023 2:31:16 AM

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4050 Kimball Bridge Road Alpharetta, GA 30022	
SHEET TITLE: FROMT ELEVATION VIEW -1	
LDP Design Group	
LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC. ARCHITECTS, PLANNERS, ENGINEERS	
1150 LEA DRIVE ROSWELL, GEORGIA 30076 PHONE: (404) 993-2829 EMAIL: ldpdesign2000@gmail.com	
SEAL	
Architect of record:	
Date:	10/10/2023
PROJECT LOCATION:	
PROJECT NUMBER:	Scale:
HG-010-23	
DRAWN ::	Author
CHECKED	Checker
ISSUED:	
SHEET NUMBER: ORIGINAL DRAWINGS SIZES 24"x36"	
A205	



SAMPLE CUSTOM HOME, NEW SINGLE HOUSE_LOT 2

KOUROSH BAGHAEI, OWNER

(NEW DESIGN HOUSE & SITE PLAN)

AN ADAPTIVE NEW DESIGN BY LDP DESIGN GROUP, INC

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT COVER

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

DRAWN ::

Majid G. Moghadam

CHECKED

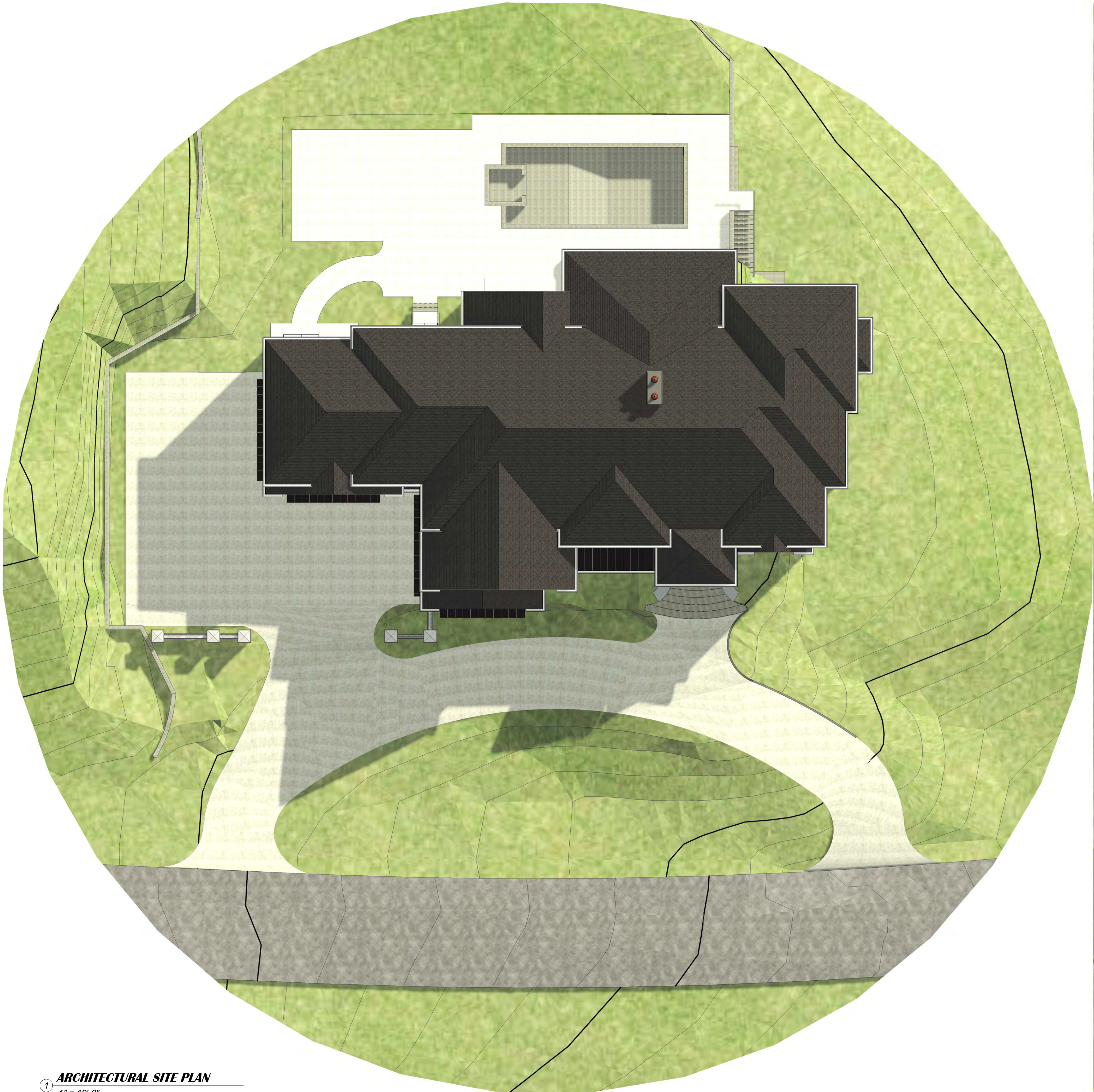
Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.00



1 **ARCHITECTURAL SITE PLAN**
1" = 10'-0"

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2
4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

**ARCHITEC
TURAL
SITE_PLAN**

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

1" = 10'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.02

[illegible]

PROJECT NAME:

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

OVERALL FIRST FLOOR PLAN



LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: kdpdesign2000@gmail.com

SEAL

Architect of record:

Date: 10/10/2023

PROJECT LOCATION

PROJECT NUMBER: _____ Scale: _____

HG-012-23 3/16" = 1'-0"

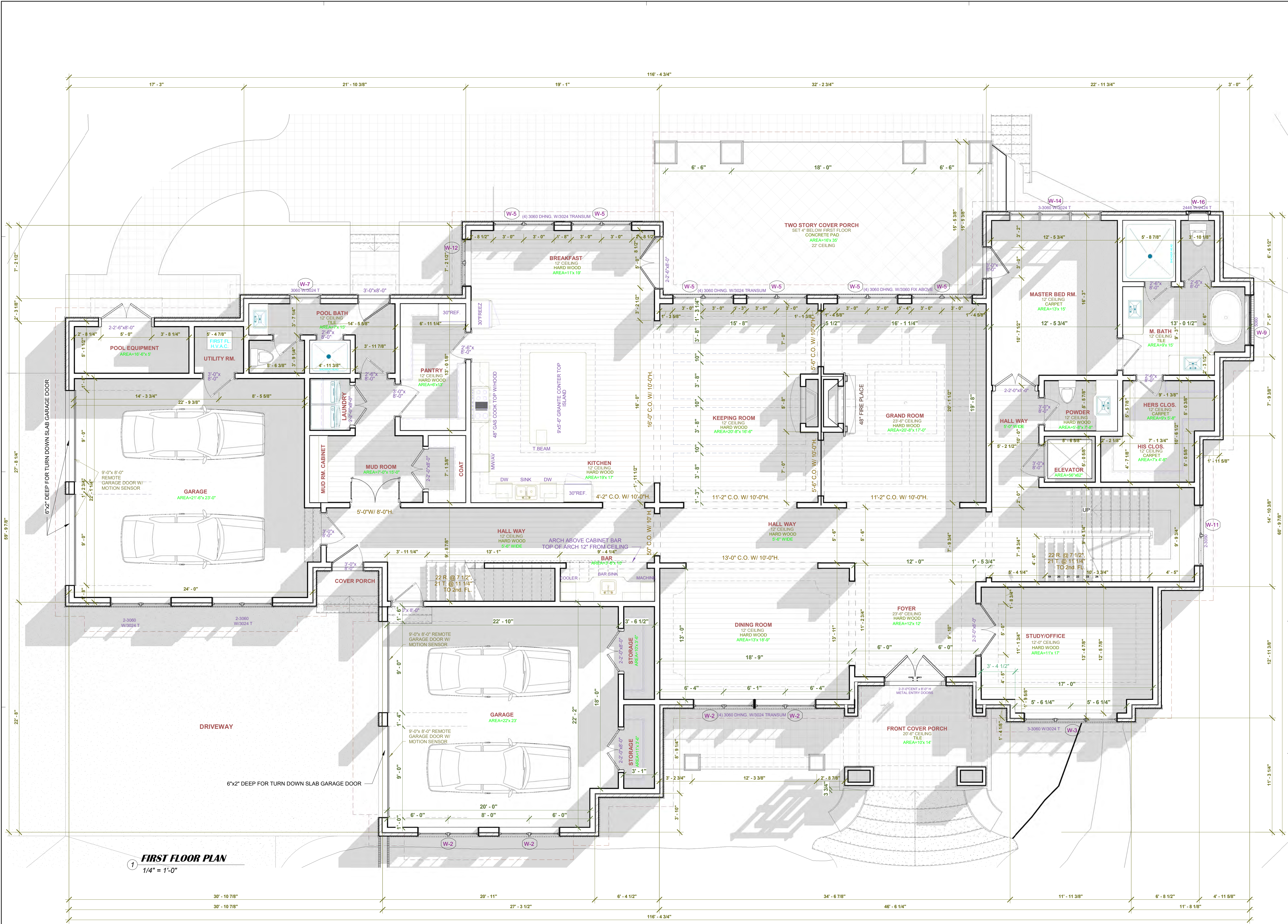
DRAWN :: **Majid G. Moghadam**

CHECKED Hamid G

ISSUED:

SHEET NUMBER:
ORIGINAL DRAWINGS SIZES 24"x36"

A-0.03



1 FIRST FLOOR PLAN
1/4" = 1'-0"

DRAWING ISSUE RECORD

DATE	DESCRIPTION

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

PROJECT NAME

FIRST FLOOR PLAN

LDP Design Group
LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC.
ARCHITECTS, PLANNERS, ENGINEERS
1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date: 10/10/2023

PROJECT LOCATION:

PROJECT NUMBER: Scale:

HG-012-23 1/4" = 1'-0"

DRAWN :: Majid G. Moghadam

CHECKED Hamid G.

ISSUED:

SHEET NUMBER:
ORIGINAL DRAWINGS SIZES 24"x36"

A-0.04



1 FRONT SIDE ELEVATION
3/16" = 1'-0"

10/15/2023 8:07:45 PM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT SIDE ELEVATION

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

3/16" = 1'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.05



10/15/2023 8:07:46 PM

DRAWING ISSUE RECORD	
DATE	DESCRIPTION
PROJECT NAME: SAMPLE DRAWINGS_ LOT 2	
4050 Kimball Bridge Road Alpharetta, GA 30022	
SHEET TITLE: 3D VIEW - RENDERING -1	
LDP Design Group	
LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC. ARCHITECTS, PLANNERS, ENGINEERS	
1150 LEA DRIVE ROSWELL, GEORGIA 30076 PHONE: (404) 993-2829 EMAIL: ldpdesign2000@gmail.com	
SEAL	
Architect of record:	
Date: 10/10/2023	
PROJECT LOCATION:	
PROJECT NUMBER: Scale:	
HG-012-23	
DRAWN :: Majid G. Moghadam	
CHECKED Hamid G.	
ISSUED:	
SHEET NUMBER: ORIGINAL DRAWINGS SIZES 24"x36"	
A-0.06	



DRAWING ISSUE RECORD	
DATE	DESCRIPTION
PROJECT NAME	
SAMPLE DRAWINGS_ LOT 2	
4050 Kimball Bridge Road Alpharetta, GA 30022	
SHEET TITLE:	
3D VIEW - RENDERING -2	
LDP Design Group	
LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC. ARCHITECTS, PLANNERS, ENGINEERS	
1150 LEA DRIVE ROSWELL, GEORGIA 30076 PHONE: (404) 993-2829 EMAIL: lpd@lpsdesign2000@gmail.com	
SEAL	
Architect of record:	
Date: 10/10/2023	
PROJECT LOCATION:	
PROJECT NUMBER:	Scale:
HG-012-23	
DRAWN :: Majid G. Moghadam	
CHECKED	Hamid G.
ISSUED:	
SHEET NUMBER: ORIGINAL DRAWINGS SIZES 24"x36"	
A-0.07	



10/15/2023 8:07:46 PM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -
RENDERING
-3

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.08



10/15/2023 8:07:47 PM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -
RENDERING
-4

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

HG-012-23

Scale:

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.09



SAMPLE CUSTOM HOME, NEW
SINGLE HOUSE_LOT 2 (Option 2)

KOUROSH BAGHAEI, OWNER

(NEW DESIGN HOUSE & SITE PLAN)

AN ADAPTIVE NEW DESIGN BY LDP DESIGN GROUP, INC

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT
COVER

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

DRAWN ::

Majid G. Moghadam

CHECKED

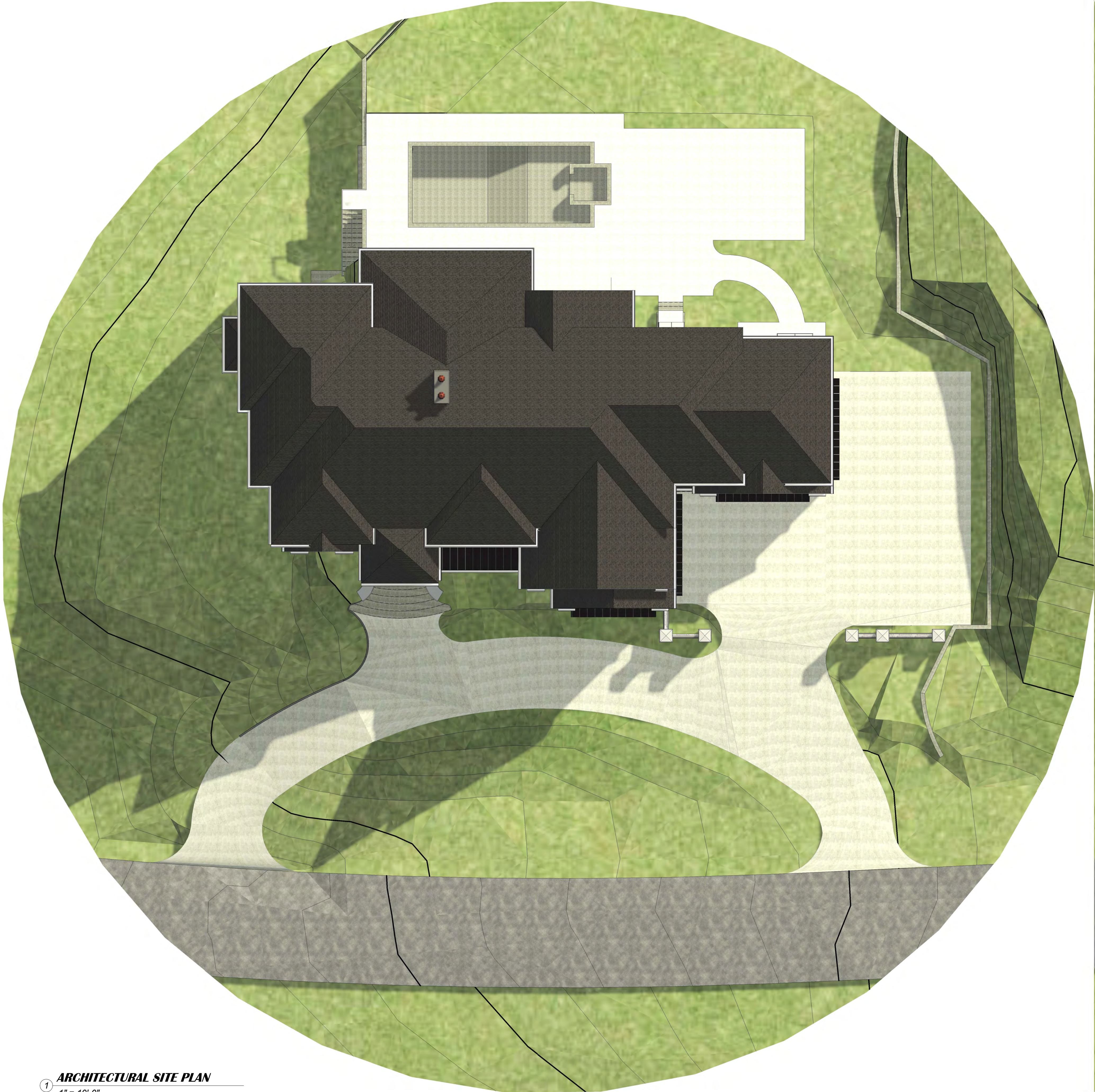
Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.00



1 **ARCHITECTURAL SITE PLAN**
1" = 10'-0"

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

ARCHITEC
TURAL
SITE_PLAN

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

1" = 10'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.02

[illegible]

PROJECT NAME: **SAMPLE DRAWINGS_ LOT 2**

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

**OVERALL
FIRST FLOOR
PLAN**

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date: 10/10/2023

PROJECT LOCATION

PROJECT NUMBER: _____ Scale: _____

HG-012-23 3/16" = 1'-0"

DRAWN :: **Majid G. Moghadam**

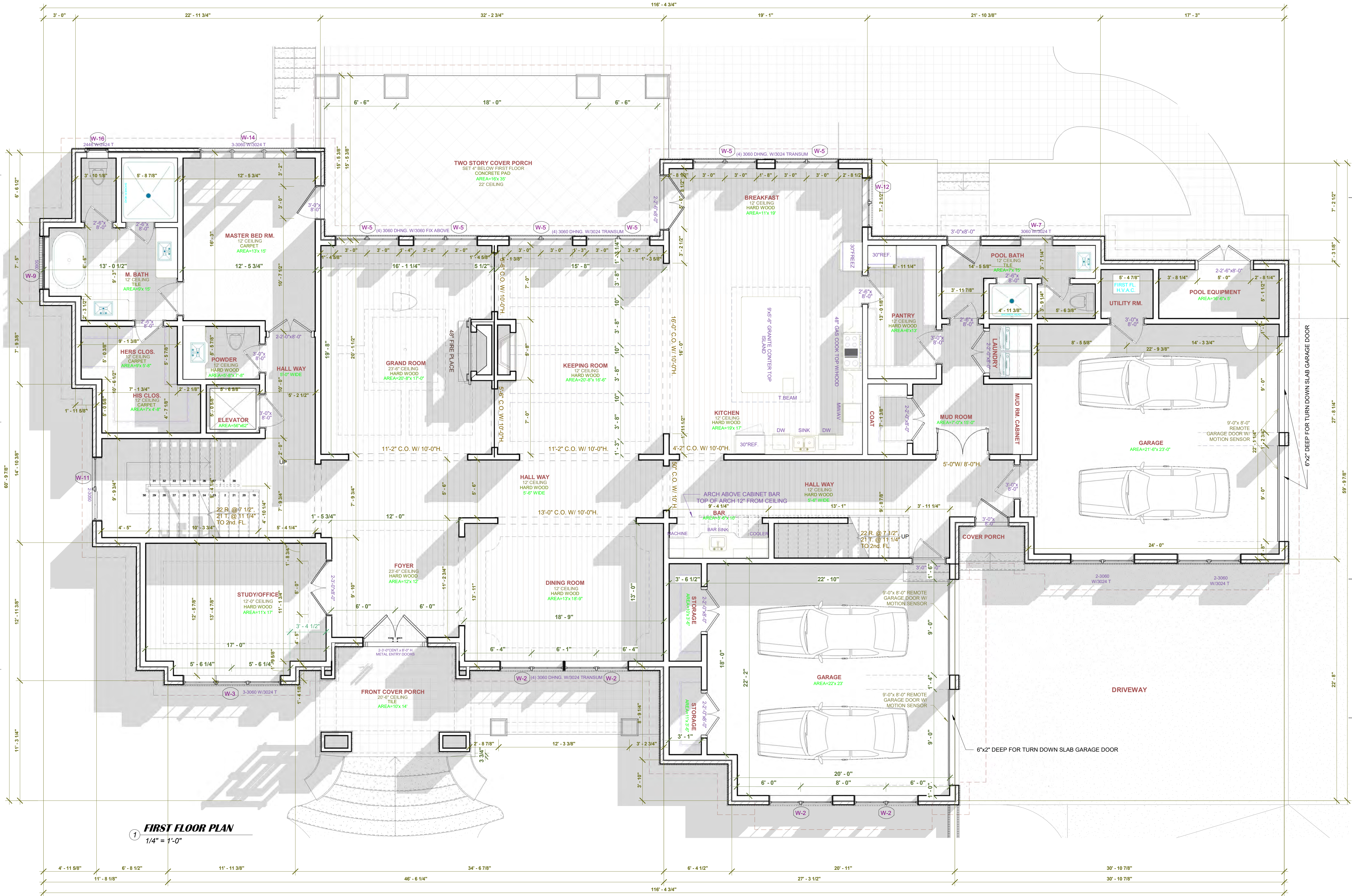
CHECKED Hamid G.

ISSUED

SHEET NUMBER:
ORIGINAL DRAWINGS SIZES 24"x36"

A-0.03





1 FIRST FLOOR PLAN
1/4" = 1'-0"

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

SHEET TITLE

FIRST FLOOR PLAN

LDP Design Group

LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC.
ARCHITECTS, PLANNERS, ENGINEERS
1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

1/4" = 1'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.04

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

FRONT SIDE ELEVATION

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

3/16" = 1'-0"

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.05



1 FRONT SIDE ELEVATION
3/16" = 1'-0"



DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -
RENDERING
-1

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

Scale:

HG-012-23

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.06



10/15/2023 9:07:36 PM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -
RENDERING
-2

LDP

Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: lpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

HG-012-23

Scale:

DRAWN ::

Majid G. Moghadam

CHECKED

Hamid G.

ISSUED:

SHEET NUMBER:

ORIGINAL DRAWINGS SIZES 24"x36"

A-0.07



10/15/2023 9:07:36 PM

DRAWING ISSUE RECORD	
DATE	DESCRIPTION
PROJECT NAME: SAMPLE DRAWINGS_ LOT 2	
4050 Kimball Bridge Road Alpharetta, GA 30022	
SHEET TITLE: 3D VIEW - RENDERING -3	
LDP Design Group LAND DEVELOPMENT & PLANNING ENGINEERS DESIGN GROUP INC. ARCHITECTS, PLANNERS, ENGINEERS 1150 LEA DRIVE ROSWELL, GEORGIA 30076 PHONE: (404) 993-2829 EMAIL: ldpdesign2000@gmail.com	
SEAL Architect of record:	
Date: 10/10/2023	
PROJECT LOCATION:	
PROJECT NUMBER:	Scale:
HG-012-23	
DRAWN :: Majid G. Moghadam	
CHECKED Hamid G.	
ISSUED:	
SHEET NUMBER: ORIGINAL DRAWINGS SIZES 24"x36"	
A-0.08	



10/15/2023 9:07:36 PM

DRAWING ISSUE RECORD

DATE	DESCRIPTION

PROJECT NAME

SAMPLE DRAWINGS_ LOT 2

4050 Kimball Bridge Road
Alpharetta, GA 30022

SHEET TITLE:

3D VIEW -
RENDERING
-4

LDP Design Group

LAND DEVELOPMENT &
PLANNING ENGINEERS DESIGN
GROUP INC.
ARCHITECTS, PLANNERS,
ENGINEERS

1150 LEA DRIVE
ROSWELL, GEORGIA 30076
PHONE: (404) 993-2829
EMAIL: ldpdesign2000@gmail.com

SEAL

Architect of record:

Date:

10/10/2023

PROJECT LOCATION:

PROJECT NUMBER:

HG-012-23

Scale:

DRAWN ::

Majid G. Moghadam

CHECKED

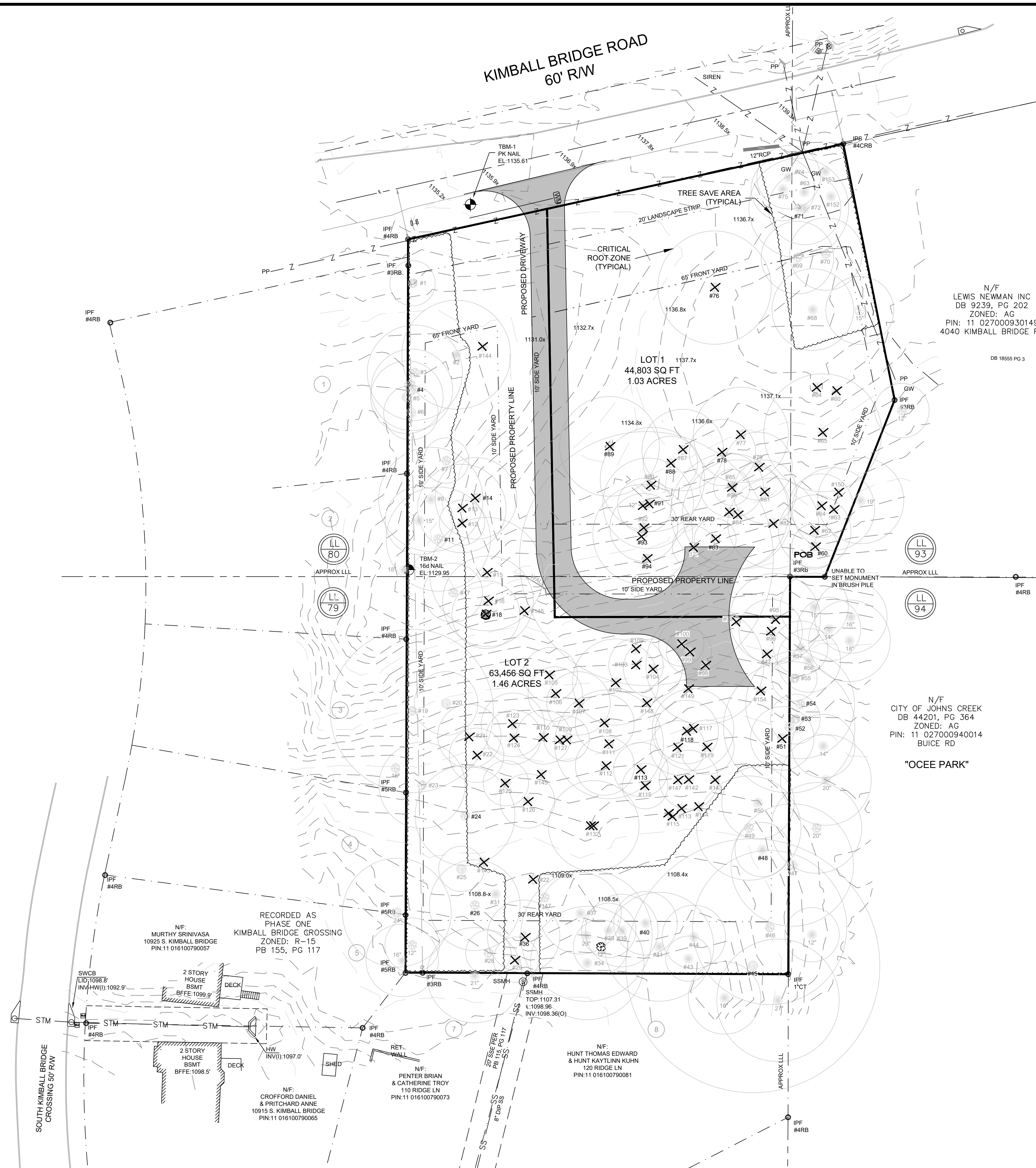
Hamid G.

ISSUED:

SHEET NUMBER:

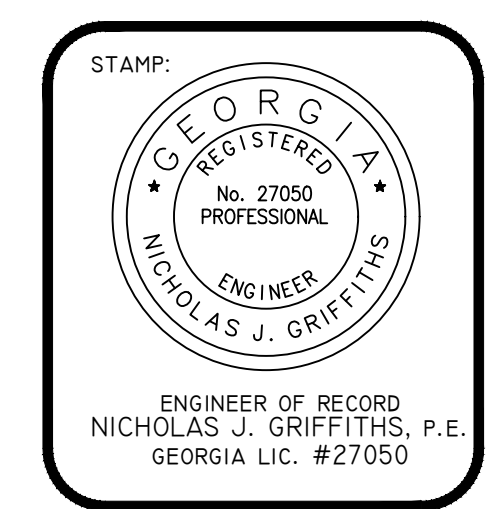
ORIGINAL DRAWINGS SIZES 24"x36"

A-0.09



LEGEND:		BSL		BUILDING SETBACK LINE	
IPF	IRON PIN SET	HC	HAND-CAP	HC	HAND-CAP
OT	OPEN TOP PIN	CMF	CONCRETE MONUMENT FOUND	CMF	CONCRETE MONUMENT FOUND
CT	CRIMP TOP PIN	SSMH	OVERHEAD UTILITY LINE(S)	SSMH	OVERHEAD UTILITY LINE(S)
RB	RE-BAR	MHT	MAN-HOLE TELEPHONE	MHT	MAN-HOLE TELEPHONE
CRB	CAPPED RE-BAR	DWCR	CATCH BASIN	DWCR	CATCH BASIN
CL	CENTERLINE	JB	JUNCTION BOX	JB	JUNCTION BOX
RW	RIGHT-OF-WAY	DI	DROP INLET	DI	DROP INLET
LLL	LAND LOT LINE	HW	HEAD WALL	HW	HEAD WALL
L	LINE	CMP	CORRUGATED METAL PIPE	CMP	CORRUGATED METAL PIPE
R	RADIUS	CPP	CORRUGATED PLASTIC PIPE	CPP	CORRUGATED PLASTIC PIPE
CONC	CONCRETE	RCP	REINFORCED CONCRETE PIPE	RCP	REINFORCED CONCRETE PIPE
C	CURVE	SSE	SANITARY SEWER EASEMENT	SSE	SANITARY SEWER EASEMENT
PP	POWER POLE	FH	FIRE HYDRANT	FH	FIRE HYDRANT
GV	GAS VALVE	DE	DRAINAGE EASEMENT	DE	DRAINAGE EASEMENT
GM	GAS METER	WV	WATER VALVE	WV	WATER VALVE
LP	LAMP POLE	PV	POST INDICATOR VALVE	PV	POST INDICATOR VALVE
SS	SANITARY SEWER	WM	WATER METER	WM	WATER METER
FC	FENCE CORNER	CO C/O	SANITARY SEWER CLEANOUT	CO C/O	SANITARY SEWER CLEANOUT
AE	ACCESS EASEMENT	POB	POINT OF BEGINNING	POB	POINT OF BEGINNING
PROP	PROPOSED	POC	POINT OF COMMENCEMENT	POC	POINT OF COMMENCEMENT
AC	AIR-CONDITIONER	NTS	NOT TO SCALE	NTS	NOT TO SCALE
PB	POWER BOX	SWCB	SINGLE WING CATCH BASIN	SWCB	SINGLE WING CATCH BASIN
CATV	CABLE TELEVISION JUNCTION BOX	UE	UTILITY EASEMENT	UE	UTILITY EASEMENT
TB	TELEPHONE JUNCTION BOX	PM	POWER METER	PM	POWER METER
APP	ABANDONED POWER POLE	CLF	CHAIN-LINK FENCE	CLF	CHAIN-LINK FENCE
		CTW	CROSS-TIE WALL	CTW	CROSS-TIE WALL
		HCS	HAND-CAP SIGN	HCS	HAND-CAP SIGN

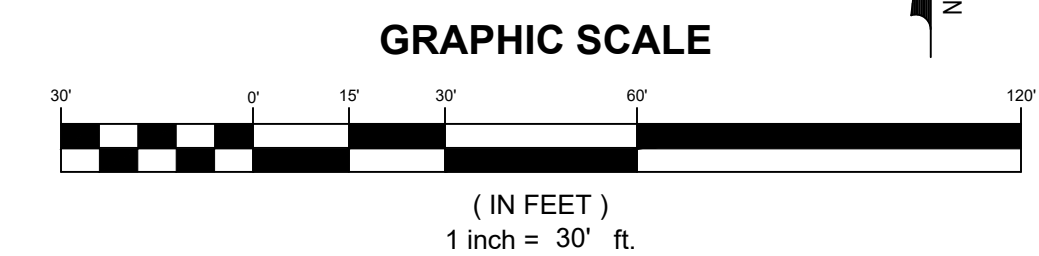
SITE DATA:	
SITE ADDRESS:	KIMBALL BRIDGE ROAD, ALPHARETTA GEORGIA
SITE AREA:	2.49 ACRES (108,289 SQ.FT.)
ZONING:	
CURRENT ZONING:	AG
PROPOSED ZONING:	R-15
ZONING JURISDICTION:	CITY OF ALPHARETTA
R-15	
MINIMUM ALLOWABLE LOT SIZE:	15,000 SQ. FT.
PROPOSED MINIMUM LOT SIZE:	44,803 SQ. FT. (1.03 ACRES)
MINIMUM LOT WIDTH:	80 FT
MINIMUM LOT DEPTH:	80 FT
FRONT YARD:	65 FEET
SIDE YARD:	10 FEET
REAR YARD:	25 FEET
MAXIMUM GROUND COVERAGE BY PRINCIPAL BUILDINGS:	25%
MAXIMUM BUILDING HEIGHT:	35 FEET
MINIMUM FLOOR AREA OF A DWELLING UNIT	1,500 SQUARE FEET.



No.	Revision/Issue	Date
Project Number:	2022-087	Issue Date: 08-21-2023
Drawn By:	NJG	Checked By: NJG

EARTH DESIGN ENGINEERING, LLC
844 180th AVE EAST
REDINGTON SHORES, FL 33708
PHONE: (772) 435-5871
EMAIL: EARTHDESIGNENGINEERING@GMAIL.COM

Project Name and Address
OCEE PLACE
KIMBALL BRIDGE ROAD, ALPHARETTA GA
PROPERTY REPRESENTATIVE:
CASTLE VIEW HOMES, LLC
ATTN: KOUROSH BAGHAEI
5165 PEACHTREE PARKWAY #220
NORCROSS, GA 30092
PHONE: (404) 293-5555
EMAIL: kb@castleviewhomes.net

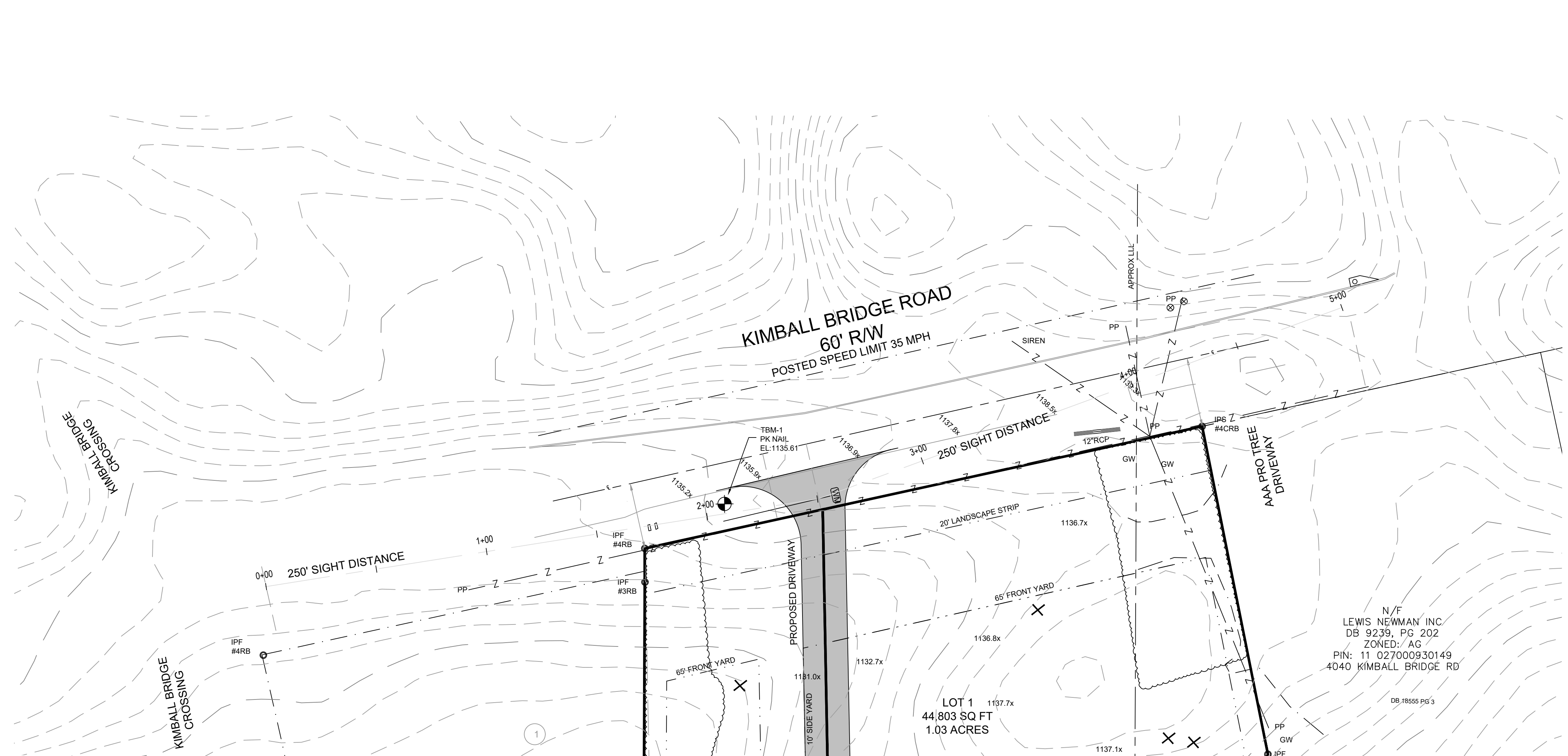


CONTRACTOR PLEASE NOTE THERE ARE NUMEROUS UNDERGROUND UTILITIES. ALL SHALL BE FIELD LOCATED PRIOR TO CONSTRUCTION OF DRIVEWAY AND PROPOSED UTILITY AND STORM DRAIN CROSSINGS. IMMEDIATELY BRING TO THE ATTENTION OF THE OWNER / ENGINEER AND / OR UTILITY PROVIDER OF EXPOSED CONFLICTS



IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.

Sheet Name	SITE PLAN
Sheet Number	1-1



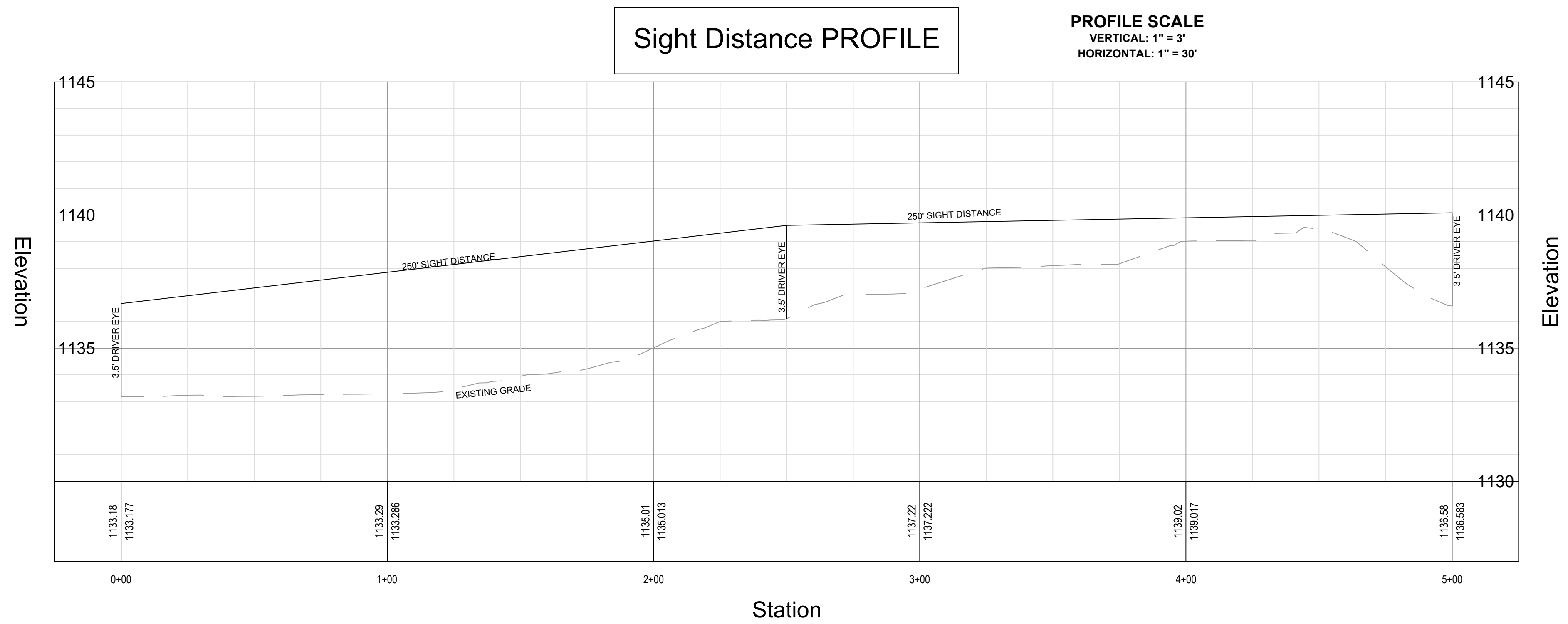
LEGEND:

IPS	IRON PIN SET	BSL	BUILDING SETBACK LINE
IPF	IRON PIN FOUND	HC	HAND-CAP
OT	OPEN TOP PIN	CMF	CONCRETE MONUMENT FOUND
CT	CRIMP TOP PIN	Z	OVERHEAD UTILITY LINE(S)
RB	RE-REBAR	SSMH	SANITARY SEWER MAN HOLE
CRB	CAPPED RE-REBAR	MHT	MAN-HOLE TELEPHONE
CL	CENTERLINE	DWCR	CATCH BASIN
RW	RIGHT-OF-WAY	JB	JUNCTION BOX
LLL	LAND LOT LINE	DI	DROP INLET
L	LINE	HW	HEAD WALL
R	RADIUS	CMP	CORRUGATED METAL PIPE
CONC	CONCRETE	CPP	CORRUGATED PLASTIC PIPE
C	CURVE	RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE	SSE	SANITARY SEWER EASEMENT
GV	GAS VALVE	FH	FIRE HYDRANT
GM	GAS METER	DE	DRAINAGE EASEMENT
LP	LAMP POLE	WV	WATER VALVE
SS	SANITARY SEWER	PV	POST INDICATOR VALVE
FC	FENCE CORNER	WM	WATER METER
AE	ACCESS EASEMENT	CO C/O	SANITARY SEWER CLEANOUT
PROP	PROPOSED	POB	POINT OF BEGINNING
AC	AIR-CONDITIONER	POC	POINT OF COMMENCEMENT
PB	POWER BOX	NTS	NOT TO SCALE
CATV	CABLE TELEVISION JUNCTION BOX	SWCB	SINGLE WING CATCH BASIN
TB	TELEPHONE JUNCTION BOX	UE	UTILITY EASEMENT
APP	ABANDONED POWER POLE	PM	POWER METER
		CLF	CHAIN-LINK FENCE
		CTW	CROSS-TIE WALL
		HCS	HAND-CAP SIGN

GRAPHIC SCALE

(IN FEET)

1 inch = 30' ft.



CONTRACTOR PLEASE NOTE THERE ARE NUMEROUS UNDERGROUND UTILITIES. ALL SHALL BE FIELD LOCATED PRIOR TO CONSTRUCTION OF DRIVEWAY AND PROPOSED UTILITY AND STORM DRAIN CROSSINGS. IMMEDIATELY BRING TO THE ATTENTION OF THE OWNER / ENGINEER AND / OR UTILITY PROVIDER OF EXPOSED CONFLICTS

GEORGIA811

www.Georgia811.com

Know what's below.
Call before you dig.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAT ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.

STAMP:

GEORGIA REGISTERED PROFESSIONAL ENGINEER

NICHOLAS J. GRIFFITHS, P.E.

GEORGIA LIC. #27050

No.	Revision/Issue	Date

Project Number: 2022-087 Issue Date: 08-21-2023

Drawn By: NJG Checked By: NJG

EARTH DESIGN ENGINEERING, LLC

844 180th AVE EAST
REDINGTON SHORES, FL 33708

PHONE: (678) 435-5871
EMAIL: EARTHDESIGNENGINEERING@GMAIL.COM

Project Name and Address

OCEE PLACE
KIMBALL BRIDGE ROAD, ALPHARETTA GA

PROPERTY REPRESENTATIVE:
CASTLE VIEW HOMES, LLC
ATTN: KOUROSH BAGHAEI
5165 PEACHTREE PARKWAY #220
NORCROSS, GA 30092
PHONE: (404) 293-5555
EMAIL: kb@castleviewhomes.net

Sheet Name

SIGHT DISTANCE

Sheet Number

1-2

Community Zoning Information Meeting (CZIM)

September 13, 2023

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

Z-23-11 / Ocee Place/4050 Kimball Bridge Road

NAME	ADDRESS	COMMENTS
CEDRIC DUNKERLY	10900 S. KIMBALL BR. CROSSING ALPHARETTA GA	
PATRICK FENN	125 RIDGE RUN AVE ALPHARETTA, GA 30022	
John Lavretta	10935 S. Kimball Bridge Xing Alpharetts, GA 30022	
Thomas Hunt	120 Ridge Run Ave Alpharette, GA 30022	
Tonya Ceniza	10955 S. Kimball br. Xing	

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: Ocee Place Subdivision

Contact Name: Nick Griffiths

Telephone: 678-435-5871

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

No emails or phones calls were received concerning this project. The attached letters was mailed to the previously submitted mailing list the week of August 21, 2023.

The three main comments expressed during the CZIM were landscaping between the proposed driveway and the homes to the west of the property, stormwater management, and length of construction time. The client stated they are will to plant landscaping along the driveway, that the stormwater management will be required to meet the City's standards, and they will minimize the length of construction by waiting until the first home is going to be built before they begin lot clearing or driveway construction.

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.

Nicholas J. Griffiths, P.E.

Digitally signed by Nicholas J. Griffiths, P.E.
Date: 2023.09.15 15:43:49 -04'00'

Signature of Authorized Agent: _____

Date: 9-15-2023

Print Form



Earth Design Engineering, LLC

Cedric Dunkerly
10900 South Kimball Bridge
Alpharetta Ga 30201

Dear Mr. Cedric Dunkerly,

Thank you for attending the Community Zoning Information Meeting (CZIM) on September 13, 2023. This meeting was arranged to discuss the proposed rezoning of the property located at 4050 Kimball Bridge Road, Rezoning Case Z-23-11.

During this meeting the three main concerns expressed were landscaping between the proposed driveway and the homes to the west of the property, stormwater management, and length of construction time. The property owners, Castle View Homes, LLC, stated they are willing to plant landscaping along the driveway, the stormwater management will be required to meet the City's standards, and that they will minimize the length of construction by waiting until the first home is going to be built before they begin lot clearing or driveway construction.

Again, thank you for attending the CZIM and thank you for your input concerning the proposed rezoning. Please feel free to contact Kourosh Baghaei at 404-293-5555 or me at 678-435-5871.

Thank you,

Nick Griffiths, P.E.
Earth Design Engineering, LLC
President

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: Kourosh Baghaei - Castle View Homes, LLC

Telephone: (404) 293-5555

Address: 5165 Peachtree Parkway #220

Suite: _____

City Nocross

State: GA

Zip: 30092

Fax: _____

Mobile Tel: (404) 293-5555

Email: kb@castleviewhomes.net

Subject Property Information:

Address: Ocee Place 4050 Kimball Bridge Road, Alpharetta, GA

Current Zoning: AG

District: 1

Section: 1

Land Lot: 79, 80, 93

Parcel ID: 11 016000790157

Proposed Zoning: R-12

Current Use: Residential

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?

The proposed use of the property is Low Density Single Family Residential with 2 detached homes.

Applicant's Request (Please itemize the proposal):

The applicant requests a rezoning from AG to R-12.

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

The applicant's intent is to construct a shared driveway, create 2 residential lots and construct 2 new single family detached homes. Please see attached Letter of Intent.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Kourosh Baghaei - Castle View Homes, LLC

Telephone: (404) 293-5555

Address: 5165 Peachtree Parkway #220

Suite:

City: Norcross

State: GA

Zip: 30092

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: Castle View Homes, LLC
Kourosh Baghaei

Telephone: 404-293-5555

Address: 5165 Peachtree Pkwy

Suite: 220

City: Norcross

State: GA

Zip: 30092

So Sworn and Attested:

Owner Signature:

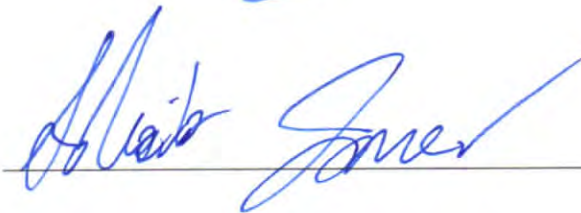


Date:

7/24/2023

Notary:

Notary Signature:



Date:

7/24/2023

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: Kourosh Baghaei - Castle View Homes, LLC

Subject Public Hearing Case: Ocee Place

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:		Position:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	

Campaign Contribution Information:

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

Signature:



Date:

7/24/2023

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed use of single family detached residential matches the properties west, south and north. Ocee Park is located to the southeast. Existing AG property lies to the east. The lots will be a minimum of 1 acre.

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

The proposed use will increase the value of the surrounding properties due to the size of the proposed lots, and will not affect the use of the surrounding properties.

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

The property cannot be developed for reasonable economic use, as the existing AG designation causes it to be "existing, non-conforming". AG zoning requires a minimum 5-acre lot area and the property is 2.49 acres.

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

One existing home was removed and two new homes would be constructed. With 2.76 persons per household (census.gov), there would be an increase in population of 3 people. ITE trip generation tools indicate an increase in total daily vehicle trips from 10 to 15.

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

There would not be significant impacts to schools or utilities.

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

Alpharetta's Future Land Use Map designates the parcel as Low Density Residential. This application is consistent with that designation.

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

From a market standpoint, the demand for single family detached housing is on the rise, along with a decrease in available supply. From a site size & shape standpoint, the geometry of the parcel is unusual, and the proposed development allows for a viable use of the property.

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

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: Ocee Place

Contact Name: Kourosh Baghaei - Castle View Homes, LLC Telephone: (404) 293-5555

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.

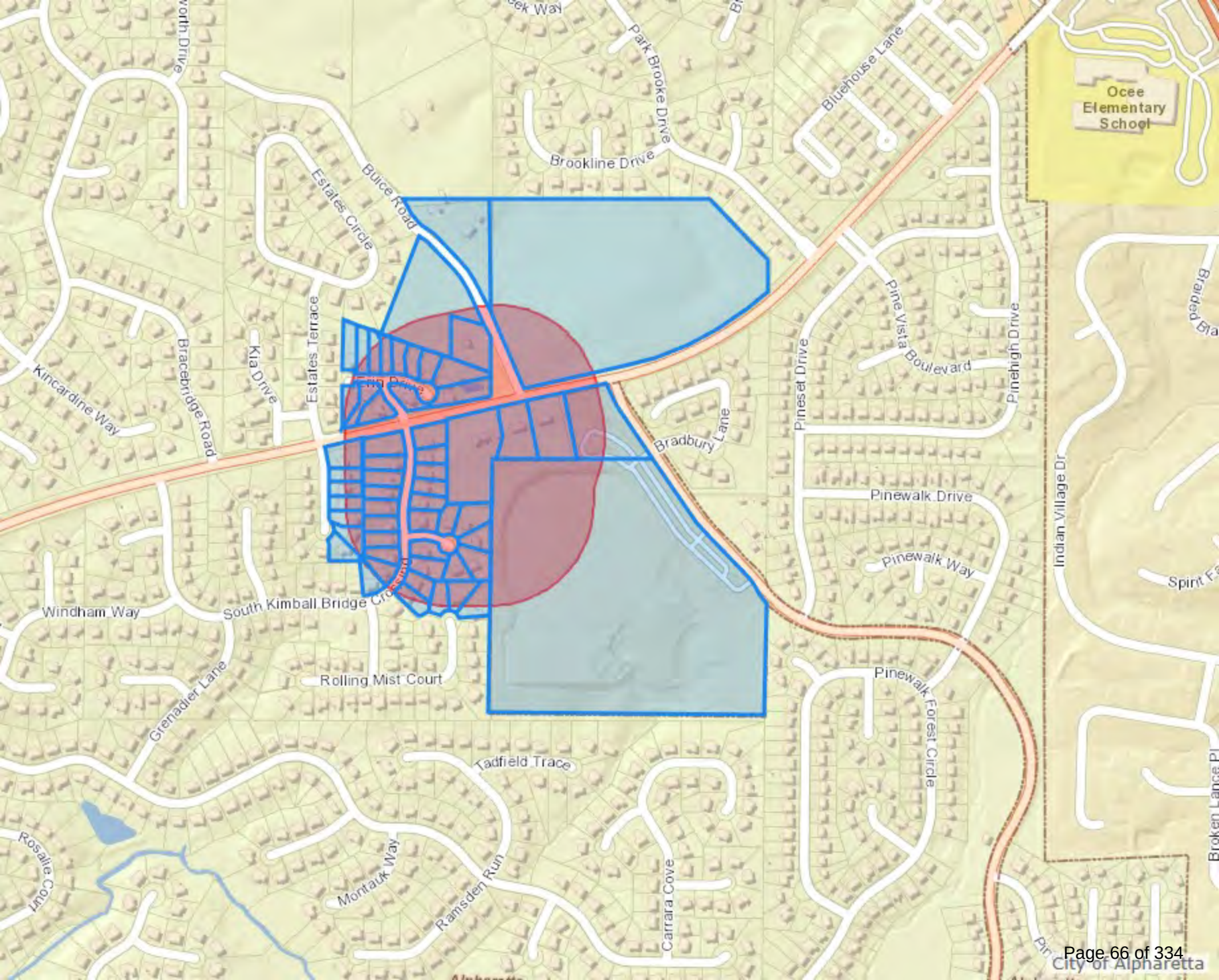
See attached mailing list.	

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.

A letter will be mailed, including a description of the proposal and the Site Plan. Telephone numbers and email addresses will be provided for recipients to contact the applicant with questions or concerns. Feedback will be collected and reported back to the City in Part B of the Citizen Participation Plan.



LYSAK ROBERT R & LYSAK ALICIA G
130 KIMBALL BRIDGE COVE
ALPHARETTA GA 30022

MURPHY JAMES D & CHRISTION T
10865 S KIMBALL BRIDGE
ALPHARETTA GA 30022

TRIVEDI ABHAY V & SHILPA S
3992 ERIN DR
ALPHARETTA GA 30022

WEBB PAUL DAVID
11125 BUICE RD
ALPHARETTA GA 30022-4926

MURTHY SRINIVASA
10925 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

DICKERSON RONNIE & YOUNG H
3967 ERIN DR
ALPHARETTA GA 30022

BAHRI RAMESH C& JYOTI
3982 ERIN DR
ALPHARETTA GA 30022

PENTER BRIAN & CATHERINE TROY
110 RIDGE RUN AVE
ALPHARETTA GA 30022

JOHNSON JAMES DOUG & JOHNSON CYNTH
IA M
4032 ERIN DR
ALPHARETTA GA 30022

DALTON TYLER
160 KIMBALL BRIDGE CV
ALPHARETTA GA 30022

SIEDNER CINDY & RON
10950 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

KILKELLY THOMAS JR & KILKELLY SUSA
N MARIE
3962 ERIN DR
ALPHARETTA GA 30022

SHIRLEY STEPHEN P & ANNE MARIE
150 KIMBALL BRIDGE COVE
ALPHARETTA GA 30022

MC DONALD SCOTT C & OUELLETTE ANTO
INETTE Y
10910 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

HODGE LAURENCE PAUL & AMY LYNN
3987 ERIN DR
ALPHARETTA GA 30022

WILLIAMS CASEY PATRICIA
100 KIMBALL BRIDGE CV
ALPHARETTA GA 30022

DEBELY AARON & DEBELY MICHIKO
10890 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

CITY OF REFUGE INC
1300 JOSEPH E BOONE BLVD NW
ATLANTA GA 30314

HUNT THOMAS EDWARD & HUNT KAYTLINN
KUHN
120 RIDGE RUN AVE
ALPHARETTA GA 30022

CITY OF JOHNS CREEK
12000 A FINDLEY RD STE 400
DULUTH GA 30097

DENNIS JAMES P & SMITH LINDA B
4022 ERIN DR
ALPHARETTA GA 30022

KACHO JAY D & ROSALIND D
10895 SOUTH KIMBALL BRIDGE
ALPHARETTA GA 30201

NELSON IDRISSE ATO & SIMMONDS MICH
ELLE
4002 ERIN DR
ALPHARETTA GA 30022

HANSEN THEODORE J & JENNIFER W
385 ROLLING MIST CT
ALPHARETTA GA 30022

THORNTON CONSTANZA & TOMMY G
130 RIDGE RUN AVE
ALPHARETTA GA 30022-5777

KREITNER LEE & ELISE G
120 KIMBALL BRIDGE COVE
ALPHARETTA GA 30022

JONES HANNAH D & ZACHARY L
10885 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

GANNON STEPHANIE ANN
10875 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022-5775

LAZO RONALD JOSEPH & TRICIA H
4042 ERIN DR
ALPHARETTA GA 30022

JACKSON BRIAN KENNETH & JACKSON JE
NNIFER MARIE
320 ROLLING MIST CT
ALPHARETTA GA 30022

LAVRETTA JOHN L & EMILY M
10935 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

DASARI SUNETRI PRIYANKA & TIRUPATI
SRIDHAR
10992 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

BRINKS JAMES T & DORIS A TR
10870 KIMBALL BRIDGE XING
ALPHARETTA GA 30022

CENIZA GLEN & TONYA
10955 SOUTH KIMBALL BRIDGE XING
ALPHARETTA GA 30022

WEBB PAUL DAVID
11125 BUICE RD
ALPHARETTA GA 30022-4926

RIPLEY JENNIFER & RIPLEY WILLIAM S
PENCER II
10880 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

CASELLI THOMAS J & JEAN A
375 ROLLING MIST CT
ALPHARETTA GA 30022-4405

PATEL NIRAV & PATEL FALGUNI
1115 SPRINGWOOD CONNECTOR UNIT 620
ATLANTA GA 30328

CITY OF JOHNS CREEK
12000 A FINDLEY RD STE 400
DULUTH GA 30097

DUTTA PRIYABRATA & ADITY
10965 SOUTH KIMBALL BRIDGE XING
ALPHARETTA GA 30022

ANANTHASANE JOHN
134 DEVORE RD
ALPHARETTA GA 30009

LEWIS NEWMAN INC
3032 BAKERS MEADOW
ATLANTA GA 30339

KEENAN SHELLEY Z & MICHAEL J
10930 S KIMBALL BRIDGE CRS
ALPHARETTA GA 30022

JACOBS MICHAEL E & JACOBS CAROLYN
EGAN
3972 ERIN DR
ALPHARETTA GA 30022

SHERMAN URI & SHERMAN ELA
9391 KINGSTON CROSSING CIR
ALPHARETTA GA 30022

DUNKERLY CEDRIC A II & PEGGY
10900 SOUTH KIMBALL BRIDGE
ALPHARETTA GA 30201

CROFFORD DANIEL & PRITCHARD ANNE
10915 SOUTH KIMBALL BRIDGE
ALPHARETTA GA 30202

RED RIVER LP
13315 BETHANY RD
ALPHARETTA GA 30009

SZPINDOR KRISTIN B
10920 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

HOFFMANN MICHAEL IAN & HOFFMANN MI
RIAM
115 RIDGE RUN AVE
ALPHARETTA GA 30022

KRAUSE CARRIE A
10960 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

FENN LAWRENCE P
125 RIDGE RUN AVE
ALPHARETTA GA 30022

MILTEER QIYANAH
140 KIMBALL BRIDGE CV
ALPHARETTA GA 30022

WEBB COLLIN JAMES & BLAND GEORGIA
MAY
10945 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022

LIST ADAM & JULIA E
110 KIMBALL BRIDGE CV
ALPHARETTA GA 30022

DOMZAL BROOKE E
10940 S KIMBALL BRIDGE XING
ALPHARETTA GA 30022



Earth Design Engineering, LLC

June 27, 2023

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

Letter of intent

RE: Application for Rezoning
Castle View Homes, LLC
Rezoning from AG to R-12
4050 Kimball Bridge Road (the "Property")

Dear Mayor and Councilmembers:

Please be advised that Castle View Homes, LLC, the owner of the Property, is asking for a rezoning of the Property. The Property consists of approximately 2.49± acres and is currently developed as a single-family residential property. The Property is currently zoned AG.

Rezoning Request

Castle View Homes, LLC is seeking a rezoning for the Property from the AG to R-12. The purpose of the rezoning request is to create 2 residential lots with each lot being greater than 1 acre and meeting the requirements of the R-12 zoning classification. The proposed development will have a positive impact on the surrounding area. The majority of the residential developments in the area have a smaller lot area and similar setback requirements.

The applicant believes that the approval of this rezoning request will not have a negative impact of the surrounding properties. The proposed lot size is larger than most of the single-family residential lots in the area and will increase the property value of the surrounding area. The development will not unduly tax any City of Alpharetta services, including, but not limited to, fire and police protection, and garbage collection. Water and sewer will be provided through Fulton County. The proposed rezoning will have minimal impact on the surrounding school systems.

Conclusion

The proposed rezoning is consistent with the City of Alpharetta's Future Land Use Plan. Constitutional Objections are attached hereto and made part hereof by reference.



Earth Design Engineering, LLC

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'N. Griffiths'.

Earth Design Engineering, LCC
Nicholas J. Griffiths, PE
Principal Engineer



Earth Design Engineering, LLC

CONSTITUTIONAL OBJECTIONS

Georgia Law and the procedures of the City of Alpharetta require us to raise Federal and State Constitutional objections during the rezoning application process. While the Owner and Applicant anticipate a smooth application process, failure to raise constitutional objections at this stage may mean that the Owner will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

A denial of the Application would be unconstitutional in that it would destroy the Owner's property rights without first paying fair, adequate and just compensations for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States of America.

Any application of the Code of the City of Alpharetta, or the Unified Development Code of the City of Alpharetta, to the Subject Property that prohibits the Owner from developing the Subject Property as proposed is unconstitutional, illegal, null and void because such an application constitutes a taking of the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment of the Constitution of the United States; Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and a violation of the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America because such an application denies the Owner and economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would also constitute an arbitrary and capricious act by the City of Alpharetta without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States of America.

A refusal by the City of Alpharetta to grant the Application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and Owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America. Any approval



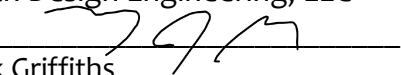
Earth Design Engineering, LLC

of the Application that subjects the Subject Property to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the effect of further restricting the Owner's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

In addition, this constitutes formal written notice to the City of Alpharetta, pursuant to O.C.G.A. § 36-33-5, that the Owner plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Subject Property by the City of Alpharetta. Such damages may include, but are not necessarily limited to, damages related to diminution in value of the Subject Property, attorney's fees and expenses of litigation.

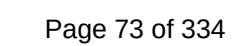
Accordingly, the Owner respectfully requests that the City of Alpharetta grant the Application as requested.

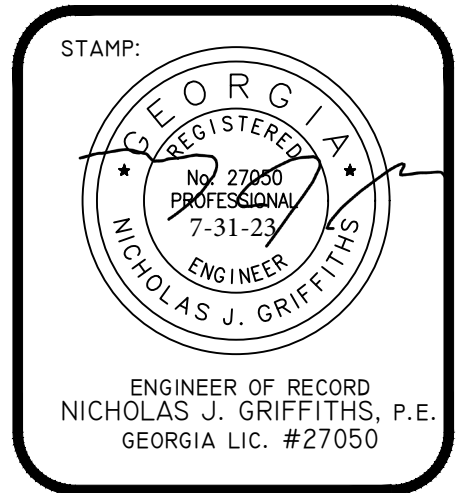
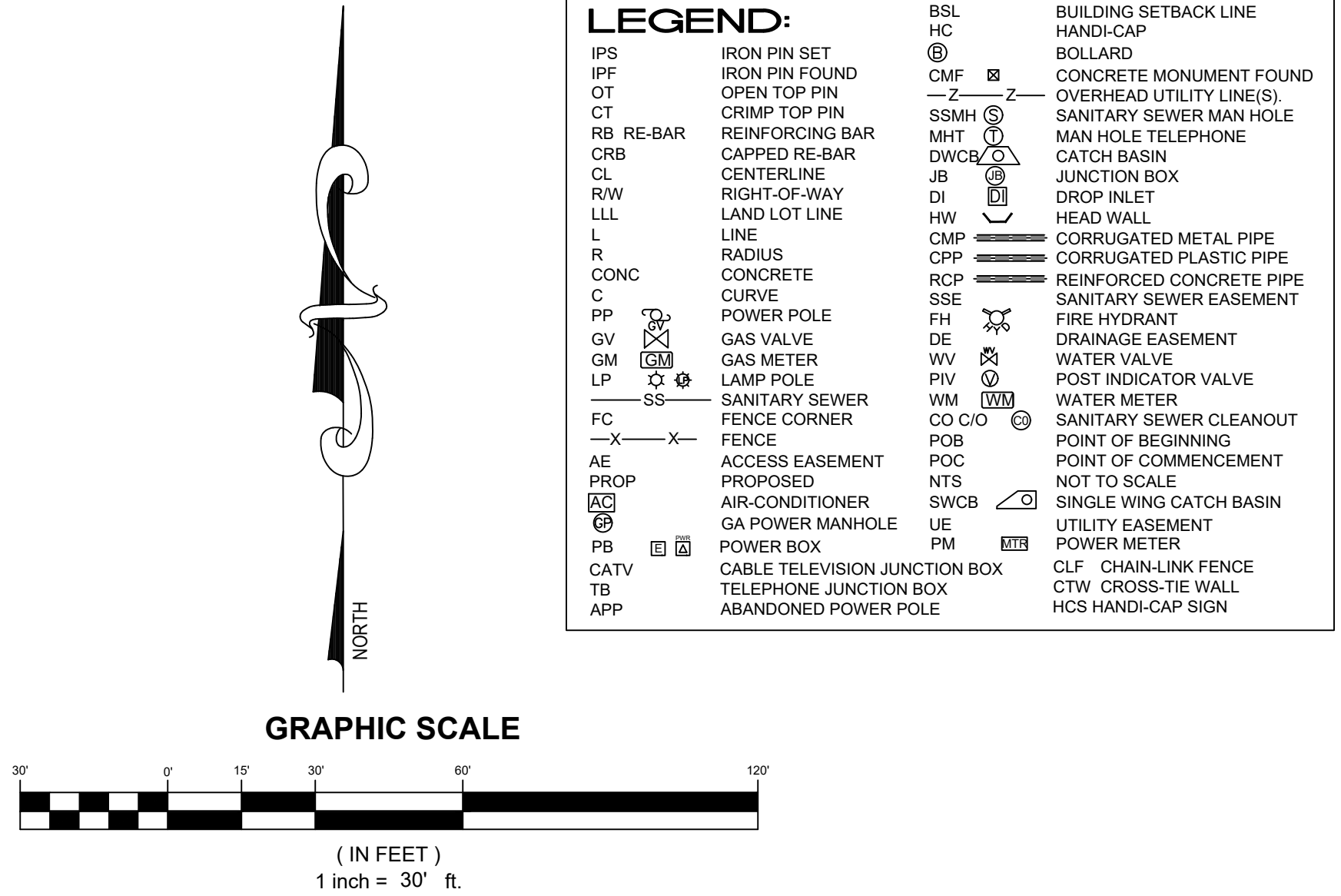
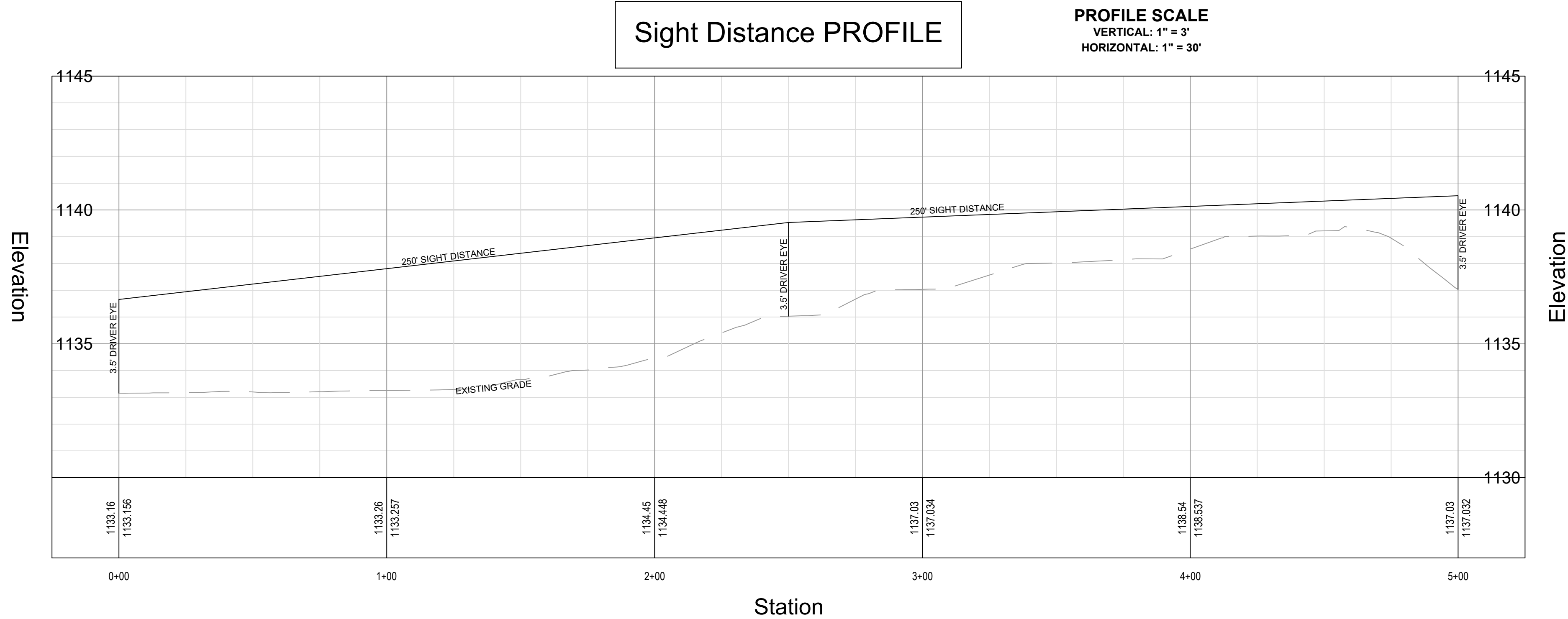
Earth Design Engineering, LLC

By: 

Nick Griffiths

Applicant's Authorized Representative





No.	Revision/Issue	Date
Project Number:	2022-087	Issue Date: 07-18-2023
Drawn By:	NJG	Checked By: NJG

EARTH DESIGN ENGINEERING, LLC
844 180th AVE EAST
REDINGTON SHORES, FL 33708
PHONE: (678) 435-5871
EMAIL: EARTHDESIGNENGINEERING@GMAIL.COM

Project Name and Address
OCEE PLACE
KIMBALL BRIDGE ROAD, ALPHARETTA GA
PROPERTY REPRESENTATIVE:
CASTLE VIEW HOMES, LLC
ATTN: KOUROSH BAGHAEI
5165 PEACHTREE PARKWAY #220
NORCROSS, GA 30092
PHONE: (404) 293-5555
EMAIL: kb@castleviewhomes.net

CONTRACTOR PLEASE NOTE THERE ARE NUMEROUS UNDERGROUND UTILITIES. ALL SHALL BE FIELD LOCATED PRIOR TO CONSTRUCTION OF DRIVEWAY AND PROPOSED UTILITY AND STORM DRAIN CROSSINGS. IMMEDIATELY BRING TO THE ATTENTION OF THE OWNER / ENGINEER AND / OR UTILITY PROVIDER OF EXPOSED CONFLICTS



IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAT ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.

Sheet Name
SIGHT DISTANCE

Sheet Number **1-2**

BOUNDARY RETRACEMENT SURVEY FOR:
CASTLE VIEW HOMES

4050 KIMBALL BRIDGE ROAD
LAND LOTS 79, 80, & 93
1st DISTRICT - 1st SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA
EXISTING ZONING: AG
PIN: 11 016000790157
108,259 SQ. FT.
2.49 ACRES

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT.

LEGEND:	
IPS	IRON PIN SET
IPF	IRON PIN FOUND
OT	OPEN TOP PIN
CT	CRIMP TOP PIN
RB	REINFORCING BAR
CRB	CAPPED RE-BAR
CL	CENTERLINE
R/W	RIGHT-OF-WAY
LLL	LAND LOT LINE
R	RADIUS
CONC	CONCRETE
C	CURVE
PP	POWER POLE
GV	GAS VALVE
GM	GAS METER
LP	LAMP POLE
SS	SANITARY SEWER
FC	FENCE CORNER
AE	ACCESS EASEMENT
PROP	PROPOSED
AC	AIR-CONDITIONER
PM	POWER MANHOLE
FB	POWER BOX
CATV	CABLE TELEVISION JUNCTION BOX
TB	TELEPHONE JUNCTION BOX
APP	ABANDONED POWER POLE
BSL	BUILDING SETBACK LINE
HC	HANDI-CAP
CMF	CONCRETE MONUMENT FOUND
SSMH	SANITARY SEWER MAN HOLE
MHT	MAN HOLE TELEPHONE
DWBS	CATCH BASIN
JB	JUNCTION BOX
DI	DROP INLET
HW	HEAD WALL
CPP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
SSE	SANITARY SEWER EASEMENT
FH	FIRE HYDRANT
DE	DRAINAGE EASEMENT
WV	WATER VALVE
PVI	POST INDICATOR VALVE
WM	WATER METER
CO C/O	SANITARY SEWER CLEANOUT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
NTS	NOT TO SCALE
SWCB	SINGLE WING CATCH BASIN
UE	UTILITY EASEMENT
PM	POWER METER
CLF	CHAIN-LINK FENCE
CTW	CROSS-TIE WALL
HCS	HANDI-CAP SIGN

SURVEY NOTES:

- HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83)
- VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
- ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF FULTON COUNTY, GEORGIA. SUBJECT AND ADJACENT PROPERTY OWNERS' DEED REFERENCES ACCESSED VIA SUPERIOR COURT RECORD SOURCES AND APPLICABLE MUNICIPALITY GIS REFERENCES AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
- STRUCTURES VISIBLE WITHIN THE SUBJECT PROPERTY BOUNDARIES ON THE DATE OF SURVEY ARE SHOWN HEREON.
- LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
- DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES.
- THIS PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE SUBJECT TO PENALTY OF LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.
- THIS PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP No. 13121C0086F; EFFECTIVE DATE: 09-18-2013.
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- BOUNDARY FIELD WORK PERFORMED 03-29-2022 BY FRONTLINE SURVEYING & MAPPING, INC.
- EQUIPMENT USED: TOPCON ELECTRONIC TOTAL STATION & TRIMBLE 5800 GPS RECEIVER UTILIZING CHAMPION GPS/eGPS NETWORK.
- ANGULAR ERROR: 9 SECONDS PER ANGLE.
- RAW FIELD PRECISION: 1:23,519.
- ADJUSTED BY LEAST SQUARES.
- PLAT CLOSURE: 1:318,664.

RECORDED AS
PHASE ONE
KIMBALL BRIDGE CROSSING
ZONED: R-15
PB 155, PG 117

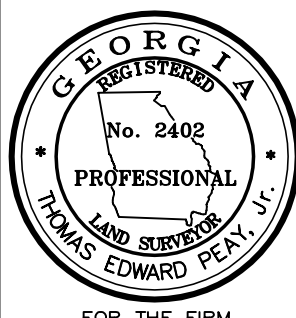
N/F
LEWIS NEWMAN INC
DB 9239, PG 202
ZONED: AG
PIN: 11 027000930149
4040 KIMBALL BRIDGE RD

N/F
CITY OF JOHNS CREEK
DB 44201, PG 364
ZONED: AG
PIN: 11 027000940014
BUICE RD

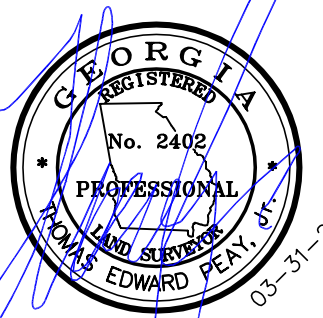
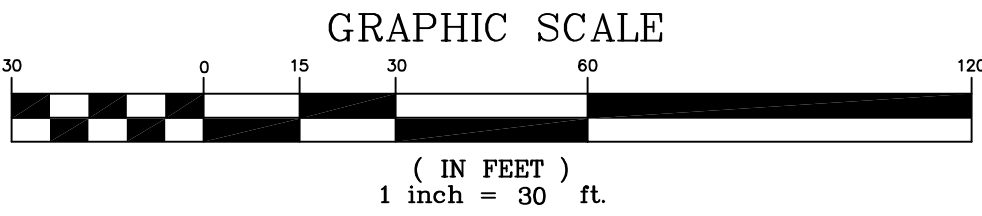
"OCEE PARK"

SURVEYOR'S CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.
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By: Thomas E. Peay, Jr., Registered Ge. Land Surveyor #2402 Date 03-31-22
Frontline Surveying & Mapping, Inc.
3595 Canton Rd.
Suite 312, PMB-272
Marietta, Ga. 30066



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Ph. (678) 355-9905
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BOUNDARY RETRACEMENT SURVEY FOR

CASTLE VIEW HOMES

DATE 03/29/2022

SCALE 1" = 30'

LAND LOT 79, 80, 93 1st DISTRICT 1st SECTION FULTON COUNTY, GEORGIA

LOT BLOCK UNIT REVISION BY: DATE:

SUBDIVISION PHASE

PB PG I HAVE THIS DATE EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (IS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

DB 47894 PG 481 MAP ID 13121C0086F EFFECTIVE DATE: 9/18/13

BOUNDARY RETRACEMENT & TOPOGRAPHIC SURVEY FOR:

CASTLE VIEW HOMES

4050 KIMBALL BRIDGE ROAD
LAND LOTS 79, 80, & 93
1st DISTRICT - 1st SECTION
FULTON COUNTY, GEORGIA
CITY OF ALPHARETTA
EXISTING ZONING: AG
PIN: 11 016000790157
108,259 SQ. FT.
2.49 ACRES

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT.

LEGEND:

IPS	IRON PIN SET	BSL	BUILDING SETBACK LINE
IPF	IRON PIN FOUND	HC	HAND-UP
OT	OPEN TOP PIN	CMF	CONCRETE MONUMENT FOUND
CT	CRIMP TOP PIN	SSMH	SANITARY SEWER MAN HOLE
RB	REINFORCING BAR	MHT	MAN HOLE TELEPHONE
CRB	CAPPED REINFORCING BAR	DWBS	DRAINAGE BASIN
CL	CENTERLINE	JB	JUNCTION BOX
R/W	RIGHT-OF-WAY	DI	DROP INLET
LLL	LAND LOT LINE	HW	HEAD WALL
R	RADIUS	CMP	CORRUGATED METAL PIPE
CONC	CONCRETE	RCP	REINFORCED CONCRETE PIPE
C	CORNER	SSE	SANITARY SEWER EASEMENT
PP	POWER POLE	FH	FIRE HYDRANT
GV	GAS VALVE	DE	DRAINAGE EASEMENT
GM	GAS METER	WM	WATER METER
LP	LAMP POLE	WV	WATER VALVE
SS	SANITARY SEWER	PIV	POST INDICATOR VALVE
FC	FENCE CORNER	WM	WATER METER
X	FENCE	CO C/O	SANITARY SEWER CLEANOUT
AE	ACCESS EASEMENT	POB	POINT OF BEGINNING
PROP	PROPOSED	POC	POINT OF COMMENCEMENT
AC	AIR-CONDITIONER	NTS	NOT TO SCALE
CA	CABLE TELEVISION	SWCB	SINGLE WING CATCH BASIN
FB	FENCE BOX	UE	UTILITY EASEMENT
CATV	CABLE TELEVISION JUNCTION BOX	PM	POWER METER
TB	TELEPHONE JUNCTION BOX	CLF	CHAIN-LINK FENCE
APP	ABANDONED POWER POLE	CTW	CROSS-TIE WALL
		HCS	HAND-UP SIGN

SURVEY NOTES:

- HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83)
- VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
- ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF FULTON COUNTY, GEORGIA. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES ACCESSED VIA SUPERIOR COURT RECORD SOURCES AND APPLICABLE MUNICIPALITY GIS REFERENCES AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
- STRUCTURES VISIBLE WITHIN THE SUBJECT PROPERTY BOUNDARIES ON THE DATE OF SURVEY ARE SHOWN HEREON.
- LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
- DISTANCES SHOWN ON THE PLAN ARE HORIZONTAL GROUND DISTANCES.
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- BOUNDARY FIELD WORK PERFORMED 03-29-2022 BY FRONTLINE SURVEYING & MAPPING, INC.
- TOPOGRAPHIC INFORMATION IS GROUND RUN, DATA GATHERED BY FRONTLINE SURVEYING & MAPPING, INC. ON 03-29-2022. EQUIPMENT USED: TOPCON ELECTRONIC TOTAL STATION & TRIMBLE 5800 GPS RECEIVER UTILIZING CHAMPION GPS/GPS NETWORK.
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- PLAT CLOSURE: 1:318,664.

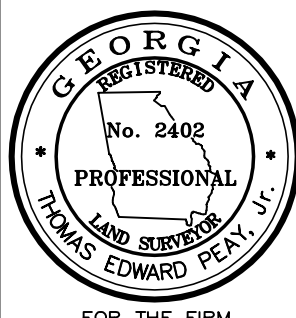
TOPOGRAPHIC NOTE:

TOPOGRAPHIC CONTOURS SHOWN WERE FIELD RUN 03-29-2022 BY FRONTLINE SURVEYING & MAPPING, INC.
OFF-SITE CONTOURS RETRIEVED FROM FULTON COUNTY TOPOGRAPHIC CONTOURS DOWNLOAD TOOL 03-31-2022.

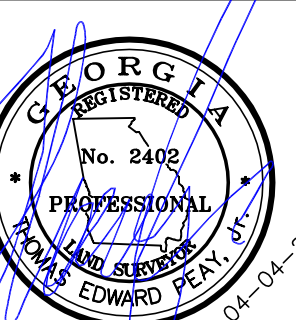
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By: Thomas E. Peay, Jr., Registered Ge. Land Surveyor #2402 Date 04-04-22
Frontline Surveying & Mapping, Inc.
3595 Canton Rd.
Suite 312, PMB-272
Marietta, Ga. 30066



FOR THE FIRM
FRONTLINE SURVEYING &
MAPPING, INC. LSF#000631



FOR THE FIRM
FRONTLINE SURVEYING &
MAPPING, INC. LSF#000631

JOB # 77605

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3595 Canton Road
SUITE 312 - 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805

BOUNDARY RETRACEMENT & TOPOGRAPHIC SURVEY FOR

CASTLE VIEW HOMES

DATE 03/29/2022

SCALE 1" = 30'

LAND LOT 79, 80, 93 1st DISTRICT 1st SECTION FULTON COUNTY, GEORGIA

LOT BLOCK UNIT REVISION BY: DATE:

SUBDIVISION PHASE

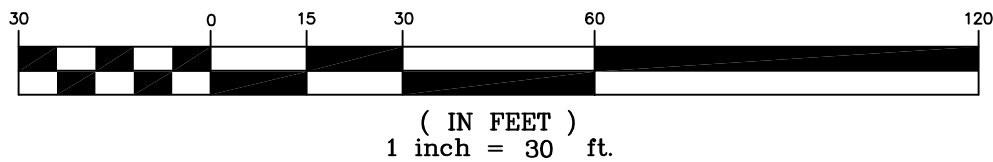
PB PG DB 47894 PG 481

I HAVE THIS DATE EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (IS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
MAP ID 13121C0086F EFFECTIVE DATE: 9/18/13

TREE LEGEND:

OAK	CHERRY
POPLAR	ASH
PINE	HORNBEAM
HICKORY	SWEETGUM

GRAPHIC SCALE



SHEET 2 OF 2



3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
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LEGAL DESCRIPTION – 2.49 ACRES

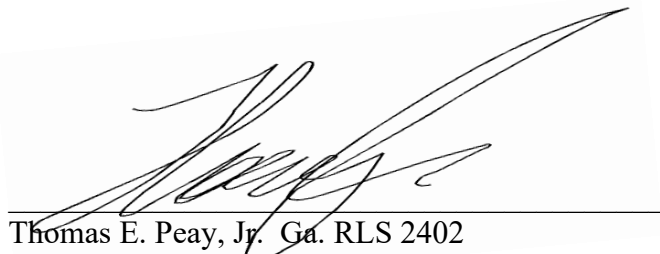
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 79, 80, & 93 of the 1st District, 1st Section, of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point (Iron Pin Found, #3 Re-Bar) located at the point of common intersection of Land Lots 79, 80, 93, and 94, said District and Section, said point being the TRUE POINT OF BEGINNING;

THENCE, from said Point of Beginning thus established, following the eastern line of Land Lot 79 (also being the western line of Land Lot 94), proceed South $00^{\circ}15'21''$ West a distance of 227.99 feet to a point (Iron Pin Found, 1 inch Crimped Top); Thence leaving said Land Lot Line proceed North $89^{\circ}44'10''$ West a distance of 219.60 feet to a point (Iron Pin Found, #5 Re-Bar); Thence proceed North $00^{\circ}12'44''$ East a distance of 420.39 feet to a point (Iron Pin Found, #4 Re-Bar) located on the southeastern right-of-way of Kimball Bridge Road (60' R/W); Thence proceed along said southeastern right-of-way of Kimball Bridge Road North $77^{\circ}38'44''$ East a distance of 255.50 feet to a point (Iron Pin Set, #4 Capped Re-Bar); Thence leaving said right-of-way proceed South $11^{\circ}20'05''$ East a distance of 149.77 feet to a point (Iron Pin Found, #3 Re-Bar); Thence proceed South $21^{\circ}31'59''$ West a distance of 108.87 feet to a point (Iron Pin Set, #4 Capped Re-Bar) on southern line of Land Lot 93 (also being the northern line of Land Lot 94); Thence continuing along said southern line of Land Lot 93 proceed North $89^{\circ}53'19''$ West a distance of 20.00 feet to a point, said point being the POINT OF BEGINNING.

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing 2.49 acres of land (108,259 Square feet), more or less, shown on a survey titled Boundary Retracement Survey for Castle View Homes by Frontline Surveying & Mapping, Inc., job number 77605, dated 03/31/2022, also being known as 4050 Kimball Bridge Road according to the current system of numbering in Fulton County, Georgia.



Thomas E. Peay, Jr. Ga. RLS 2402
For the Firm of Frontline Surveying & Mapping, Inc.



3/8/2022

Chris Owens
Plum Creek Consulting
7425 Mid Broadwell Trace
Alpharetta, GA. 30004

RE: Tree Risk Assessment-4050 Kimball Bridge Road

On March 3rd, 2022, I inspected the health and condition of your trees located at 4050 Kimball Bridge Road, Alpharetta, Georgia, 30009.

Ultimately, the governing body's (City of Alpharetta) arborist or representative shall determine whether a tree is classified as dead, dying, hazardous, and/or specimen status. No warranties express or implied are made with respect to the report. It shall be understood the OWNER makes use of this report by the ARBORTST at OWNER's sole risk and that the report is provided as best expert opinion. In no manner does this report guarantee the life or imply any length of life span of the trees. Attached is an excel spreadsheet with my observations. See attached photos.

1. Tree #4-18"/18"/12" Pine presents in poor condition.
 - a) I observed a trifurcated base.
 - b) Recommend removal.
 2. Tree #8-12"/8" Black Cherry presents in poor condition.
 - a) I observed a cavity in the bifurcation.
 - b) Recommend removal.
 3. Tree #11-23" Hickory presents in poor condition.
 - a) I observed a 2-foot area of decay at base of tree.
 - b) Recommend removal.
 4. Tree #14-18" Red Oak presents in poor condition.
 - a) I observed bifurcation with included bark.
 - b) Recommend removal.
 5. Tree #18-15" Ash presents in poor condition.
 - a) I observed phytophthora present in cavity at base.
 - b) Recommend removal.
 6. Tree #24-22" Black Cherry presents in poor condition.
 - a) I observed significant insect damage in parent stem.
 - b) Recommend removal.
- Tree #26-20" Black Cherry presents in poor condition.
- a) I observed decay in root flare.

- b) Recommend removal.
- 7. Tree #33-10" Pine presents in poor condition.
 - a) Tree is dead.
 - b) Recommend removal.
- 8. Tree #36-16" Pine presents in poor condition.
 - a) I observed 10-foot fusiform canker in parent stem.
 - b) Recommend removal.
- 9. Tree #40-14" Pine presents in poor condition.
 - a) I observed a large split with decay at base.
 - b) Recommend removal.
- 10. Tree #45-56" Tulip Poplar presents in poor condition.
 - a) I observed a nesting cavity in bifurcation.
 - b) Recommend removal.
- 11. Tree #48-12" Pine presents in poor condition.
 - a) I observed a large split at base.
 - b) Recommend removal.
- 12. Tree #51-14" Tulip Poplar presents in poor condition.
 - a) I observed it being fused to neighboring Red Oak.
 - b) Recommend removal.
- 13. Tree #52-28" Red Oak presents in poor condition.
 - a) I observed area of decay at base and fused to neighboring Tulip Poplar.
 - b) Recommend removal.
- 14. Tree #53-11" Black Cherry presents in poor condition.
 - a) I observed phototropic growth with associated lean.
 - b) Recommend removal.
- 15. Tree #54-22"/24" Red Oak presents in poor condition.
 - a) I observed area of decay in bifurcation.
 - b) Recommend removal.
- 16. Tree #60-10" Black Cherry presents in poor condition.
 - a) I observed a large area of decay in parent stem.
 - b) Recommend removal.
- 17. Tree #71-22" Pine presents in poor condition.
 - a) I observed a fusiform canker in parent stem.
 - b) Recommend removal.
- 18. Tree #76-25" Swamp Oak presents in poor condition.
 - a) I observed a large area of decay at base.
 - b) Recommend removal.
- 19. Tree #78-19" Red Oak presents in poor condition.
 - a) I observed 20-foot area of decay throughout entire tree.

- b) Recommend removal.
- 20. Tree #83-12" White Oak presents in poor condition.
 - a) I observed a large nesting cavity in root flare.
 - b) Recommend removal.
- 21. Tree #88-12" Red Oak presents in poor condition.
 - a) I observed a co-dominant stem with included bark.
 - b) Recommend removal.
- 22. Tree #89-22" Red Oak presents in poor condition.
 - a) I observed missing leaders as result of storm damage.
 - b) Recommend removal.
- 23. Tree #91-20"/11" Hickory presents in poor condition.
 - a) I observed bifurcation at base with included bark.
 - b) Recommend removal.
- 24. Tree #93-22" Red Oak presents in poor condition.
 - a) I observed a torsion split from phototropic growth.
 - b) Recommend removal.
- 25. . Tree #94-56" Hornbeam presents in poor condition.
 - a) I observed multiple bifurcations with included bark.
 - b) Recommend removal.
- 26. Tree #113-12"/6" Pine presents in poor condition.
 - a) I observed bifurcation with included bark.
 - b) Recommend removal.
- 27. Tree #118-14" Pine presents in poor condition.
 - a) I observed a lean over 20-degrees. +
 - b) Recommend removal.

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. Likewise, remedial treatments cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice.

Kind regards,

A handwritten signature in black ink, appearing to read "Tim McDowell".

Tim McDowell
ISA Certified Arborist SO-10780A
Jarvis Tree Experts

North East Elevation

☉ 258°SW (T) ☉ 34.048312, -84.242406 ±8 m ▲ 327 m



#4 18/18/12 Tulip Poplar trifurcated at
base with included bark
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 09:45:23

North West Elevation

☀ 129°SE (T) • 34.048242, -84.242393 ±13 m ▲ 301 m



#8 12"/8" Black Cherry nesting cavity in
bifurcation

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 09:53:43

West Elevation

☀ 101°E (T) • 34.04802, -84.242286 ±11 m ▲ 283 m



#11 23" Hickory 2' area of decay at base
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 10:03:28

North West Elevation

☀ 133°SE (T) ● 34.048125, -84.242341 ±5 m ▲ 312 m



#14 18" Red Oak bifurcated with include
bark

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 10:11:13

South West Elevation

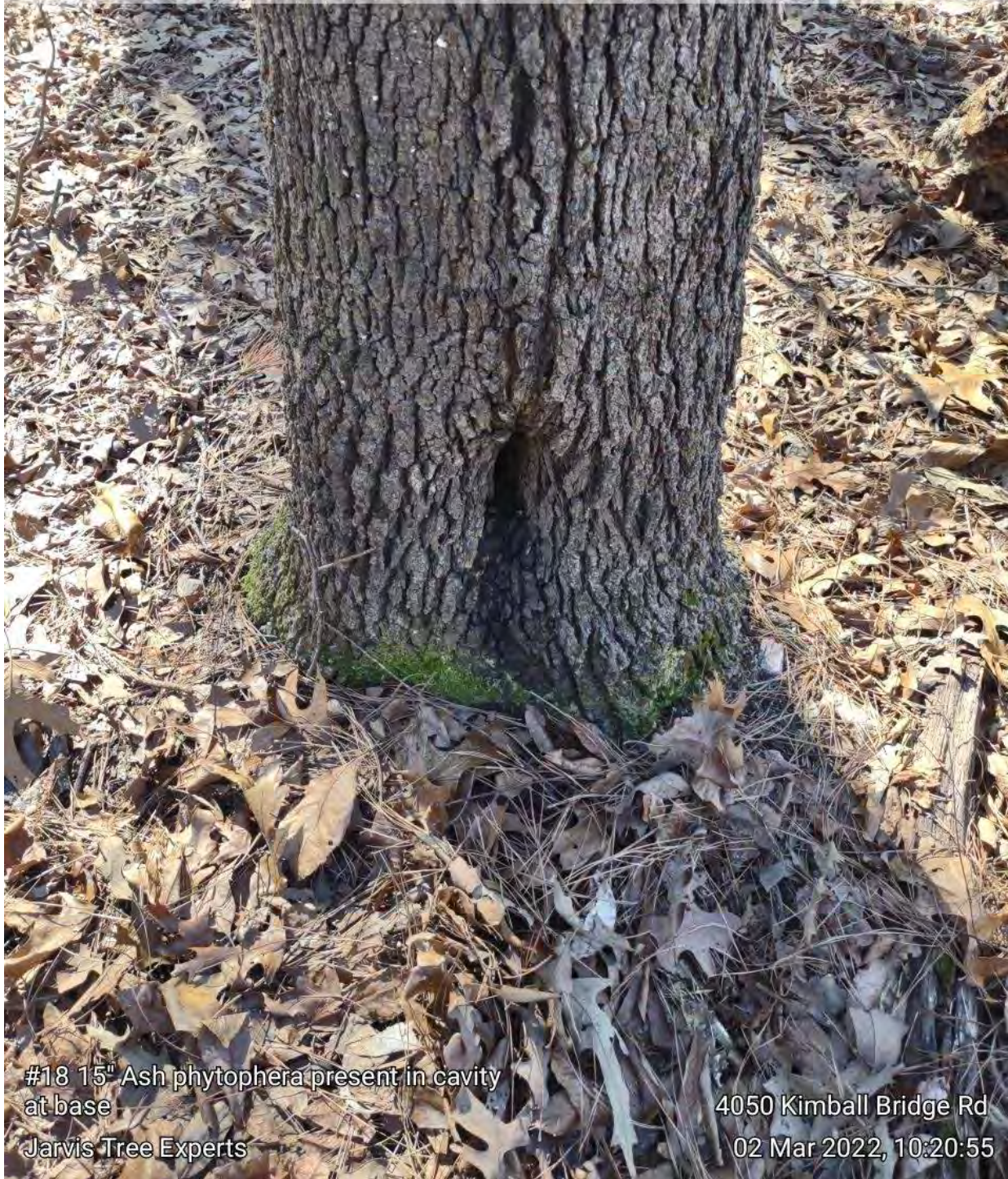
☉ 61°NE (T) • 34.048007, -84.242562 ±8 m ▲ 319 m

#17 13" Dogwood dead
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 10:20:32

South West Elevation

☉ 72°NE (T) ☉ 34.047984, -84.24238 ±6 m ▲ 319 m



#18 15" Ash phytophera present in cavity
at base

Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 10:20:55

North East Elevation

☀ 214°SW (T) • 34.047611, -84.242389 ±12 m ▲ 329 m



#24 22" Black Cherry significant insect damage

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 10:30:56

South East Elevation

☀ 324°NW (T) • 34.047453, -84.242228 ±17 m ▲ 309 m



#26 20" Black Cherry decay in root flare
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 10:36:19

North Elevation

☀ 174°S (T) ● 34.04745, -84.24211 ±7 m ▲ 320 m



#36 16" Pine 10ft fuciform canker in
parent stem
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 10:52:56

South West Elevation

☉ 78°NE (T) ☉ 34.047422, -84.242081 ±8 m ▲ 321 m



#40 14" Pine large split with decay at base

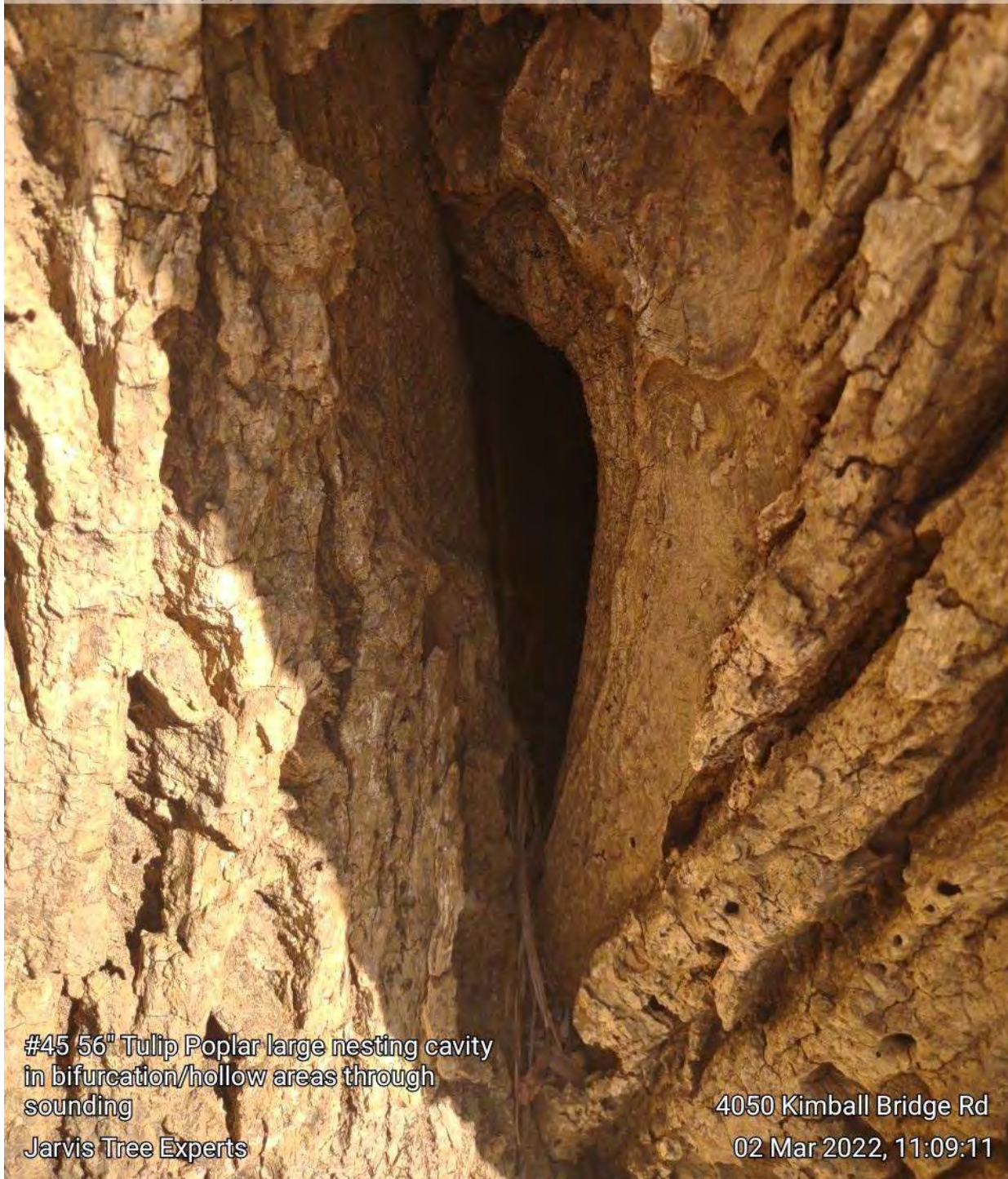
Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 10:58:12

South West Elevation

☀ 56°NE (T) • 34.047268, -84.241726 ±9 m ▲ 332 m



#45 56" Tulip Poplar large nesting cavity
in bifurcation/hollow areas through
sounding

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 11:09:11

East Elevation

☉ 295°W (T) ● 34.04747, -84.241737 ±10 m ▲ 293 m



#45 56" Tulip Poplar large nesting cavity
in bifurcation/hollow areas through
sounding

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 11:16:48

East Elevation

☀ 285°W (T) • 34.047591, -84.241762 ±18 m ▲ 314 m



#48 12" Pine large split at base
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 11:17:08

North East Elevation

☀ 250°SW (T) • 34.047803, -84.241625 ±15 m ▲ 275 m



#51 14" Tulip Poplar fused to Red Oak
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 11:27:48

North East Elevation

☼ 246°SW (T) ● 34.047785, -84.2417 ±7 m ▲ 309 m



#52 28" Red Oak decay at base with
associated split I/fused to Tulip Poplar
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 11:28:22

North East Elevation

☉ 235°SW (T) • 34.047772, -84.241689 ±6 m ▲ 311 m



#53 10" Black Cherry phototropic growth
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 11:30:35

North East Elevation

☉ 243°SW (T) ☉ 34.047872, -84.241822 ±11 m ▲ 345 m



#54 24"/12" Red Oak decay in bifurcation
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 11:33:20

North East Elevation

☉ 245°SW (T) ☉ 34.047984, -84.241519 ±8 m ▲ 351 m



#60 10" Black Cherry large area of decay
in parent stem

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 11:40:05

South West Elevation

☀ 67°NE (T) ● 34.048471, -84.241722 ±8 m ▲ 327 m



#71 22" Pine large fuciform canker in
parent stem

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:08:46

East Elevation

☉ 298°W (T) ● 34.048412, -84.241826 ±5 m ▲ 326 m



#76 25" Swamp Oak decay at base and
throughout tree

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:15:23

West Elevation

☉ 98°E (T) • 34.04822, -84.24192 ±5 m ▲ 294 m



#78 19" Red Oak decay throughout entire tree

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:24:19

North Elevation

☉ 187°S (T) ☉ 34.048096, -84.241949 ±9 m ▲ 304 m



#83 12" White Oak large nesting cavity in
root flare

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:33:53

North Elevation

☀ 171°S (T) ● 34.048162, -84.241866 ±9 m ▲ 254 m



#88 12" Red Oak bifurcated/phototropic
growth

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:39:30

North East Elevation

☼ 251°SW (T) • 34.048369, -84.242022 ±6 m ▲ 333 m



#89 22" Red Oak missing leaders/storm
damage

Jarvis Tree Experts

4050 Kimball Bridge Rd

02 Mar 2022, 12:42:36

North West Elevation

☀ 145°SE (T) ● 34.048098, -84.241941 ±7 m ▲ 283 m



#91 20"/11" Hickory bifurcated at base
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 12:45:31

North Elevation

☀ 187°S (T) ● 34.048135, -84.242024 ±5 m ▲ 306 m



#93 22" Red Oak torsion split from
phototropic growth
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 12:49:18

South West Elevation

☀ 75°NE (T) • 34.04804, -84.241901 ±10 m ▲ 325 m



#113 12"/6" Pine bifurcated
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 13:16:33

South West Elevation

☉ 68°NE (T) ☉ 34.047567, -84.241956 ±12 m ▲ 335 m



#118 14" Pine lean over 20-degrees
Jarvis Tree Experts

4050 Kimball Bridge Rd
02 Mar 2022, 13:23:48

ID	DBH	SPECIES	CONDITION	COMMENTS
1	10	BLACK CHERRY	FAIR	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
2	24	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
3	21	WATER OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
4	18x18x12	TULIP POPLAR	POOR	TRIFURCATION AT BASE
5	16	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
6	12	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
7	10	PERSIMMON	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
8	12x8	BLACK CHERRY	POOR	CAVITY IN BIFURCATION
9	23	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
10	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
11	23	HICKORY	POOR	2' AREA OF DECAY AT BASE
12	13	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
13	15	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
14	18	RED OAK	POOR	BIFURCATED WITH INCLUDED BARK
15	25	WHITE OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
16	20	HICKORY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
17	13	DOGWOOD	DEAD	DEAD
18	15	ASH	POOR	PHYTOPHTHORA PRESENT IN CAVITY AT BASE
19	36	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
20	14	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
21	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
22	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
23	19	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
24	22	BLACK CHERRY	POOR	SIGNIFICANT INSECT DAMAGE
25	10	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
26	20	BLACK CHERRY	POOR	DECAY IN ROOT FLARE
27	10	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
28	10	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
29	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
30	14	BLACK CHERRY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
31	21	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
32	14	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
33	10	PINE	DEAD	DEAD
34	25	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
35	10	BLACK CHERRY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
36	16	PINE	POOR	10' FUCIFORM CANKER IN PARENT STEM
37	18	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
38	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
39	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
40	14	PINE	POOR	LARGE SPLIT WITH DECAY AT BASE
41	24	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
42	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
43	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
44	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
45	56	TULIP POPLAR	POOR	NESTING CAVITY IN BIFURCATION
46	34	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
47	27	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
48	12	PINE	POOR	LARGE SPLIT AT BASE
49	23	WATER OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
50	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
51	14	TULIP POPLAR	POOR	FUSED TO RED OAK
52	29	RED OAK	POOR	DECAY AT BASE/FUSED TO POPLAR
53	11	BLACK CHERRY	POOR	PHOTOTROPIC GROWTH
54	22x24	RED OAK	POOR	DECAY IN BIFURCATION
55	10x10	BLACK CHERRY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
56	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
57	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
58	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
59	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
60	10	BLACK CHERRY	POOR	LARGE AREA OF DECAY IN PARENT STEM
61	12	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
62	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
63	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
64	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
65	26	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
66	10	HICKORY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
67	15	WHITE OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
68	18	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
69	16	OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
70	16	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
71	22	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
72	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
73	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING

74	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
75	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
76	25	SWAMP OAK	POOR	DECAY AT BASE AND THROUGHOUT TREE
77	21	HICKORY	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
78	19	RED OAK	POOR	20' AREA OF DECAY IN PARENT STEM
79	15	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
80	18	WHITE OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
81	14	WHITE OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
82	20	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
83	12	WHITE OAK	POOR	LARGE NESTING CAVITY IN ROOT FLARE
84	26x24	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
85	14x8	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
86	12	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
87	18	RED OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
88	12	RED OAK	POOR	BIFURCATED /PHOTOTROPIC GROWTH
89	22	RED OAK	POOR	MISSING LEADERS/STORM DAMAGE
90	23	WHITE OAK	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
91	20x11	HICKORY	POOR	BIFURCATED AT BASE
92	15	HORNBEAM	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
93	22	RED OAK	POOR	TORSION SPLIT FROM PHOTOTROPIC GROWTH
94	56	HORNBEAM	POOR	MULTIPLE BIFURCATIONS
95	20	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
96	14	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
97	22	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
98	26	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
99	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
100	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
101	20	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
102	19	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
103	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
104	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
105	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
106	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
107	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
108	13	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
109	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
110	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
111	24	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
112	13	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
113	12x6	PINE	POOR	BIFURCATED
114	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
115	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
116	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
117	18	TULIP POPLAR	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
118	14	PINE	POOR	LEAN OVER 20-DEGREES
119	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
120	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
121	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
122	13	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
123	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
124	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
125	10	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
126	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
127	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
128	20	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
129	28	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
130	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
131	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
132	20	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
133	18	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
134	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
135	16	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
136	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
137	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
138	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
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140	14	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
141	12	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING
142	13	PINE	GOOD	SHOWS NO SIGNS OF INSECTS, DISEASE, PITCHING, OR HEAVING



JARVIS TREE EXPERTS

Chris Owens
Plum Creek Consulting
7425 Mid Broadwell Trace
Alpharetta, GA. 30004

Boundary Trees 4050 Kimball Bridge Road

1. B1-30" Water Oak presents in poor condition. I observed a cavity of decay in trunk.
2. B2-20" Pine presents in good condition.
3. B3-12" Tulip Poplar presents in good condition.
4. B4-24"/14" Tulip Poplar presents in good condition.
5. B5-24" Tulip Poplar presents in good condition.
6. B6-14" Pine presents in fair condition.
7. B7-24" Pine presents in good condition.
8. B8-22" Pine presents in good condition.
9. B9-10" Bald Cypress presents in good condition.
10. B10-12" Bald Cypress presents in good condition.
11. B11-14" Tulip Poplar presents in condition.
12. B12-14" Pine presents in good condition.
13. B13-12" Pine presents in fair condition.
14. B14-10" Pine presents in fair condition.
15. B15-14" Pine presents in good condition.
16. B16-16" Pine presents in good condition.
17. B17-12" Hickory presents in good condition.
18. B18-14" Hickory presents poor condition.
19. B19-10" Red Oak presents in good condition.
20. B20-10" Pine presents in good condition.
21. B21-14" Pine presents in poor condition.
22. B22-6"/8" Cherry presents in good condition.

Trip Generation - 4050 Kimball Bridge Road

Land Use (210)	Intensity	Daily Total	A.M. Peak			P.M. Peak		
			In	Out	Total	In	Out	Total
Single Family Detached Housing	2	28	2	7	9	2	1	3
Total		28	2	7	9	2	1	3

Real Estate

View Bill

As of	7/21/2023
Bill Year	2022
Bill	2202211
Owner	CASTLE VIEW HOMES LLC
Parcel ID	11 -0160-0079-015-7

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2022	\$1,118.95	\$1,118.95	\$0.00	\$0.00	\$0.00
TOTAL		\$1,118.95	\$1,118.95	\$0.00	\$0.00	\$0.00



Filters

Code Enforcement

Filters Styling

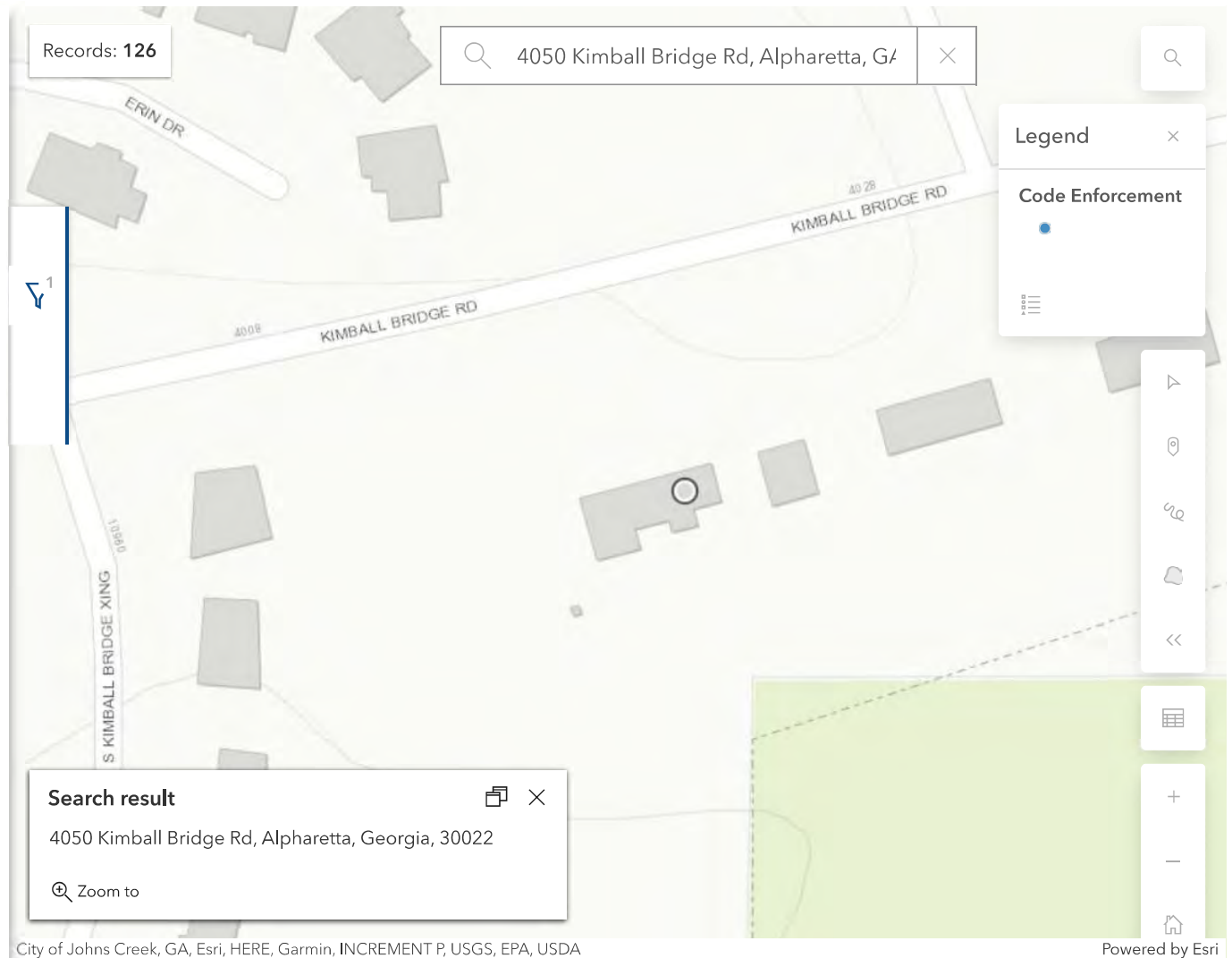
Filter as map moves 

Type Description

- | | | |
|-------------------------------------|-----------------------------------|--------|
| ☒ | Code Enforcement-Complaints | 68.25% |
| ☒ | Code Enforcement-Trees | 24.60% |
| ☒ | Code Enforcement-Business License | 4.76% |
| ☒ | Code Enforcement-Signs | 2.38% |

Select attribute filters (9)

- | | | |
|-------------------------------------|---|---|
| ☒ | Type Description
4 values | ↑ |
| ☐ | Number
126 values | ↑ |
| ☐ | Tag
90 values | ↑ |
| ☐ | Status Code
1 values | ↑ |
| ☐ | Assigned To
2 values | ↑ |
| ☐ | Initiated Date
2/7/2022 to 7/20/2023 | ↑ |



Deed Book 65305 Pg 376
 Filed and Recorded Feb-22-2022 07:04am
 2022-0038880
 Real Estate Transfer Tax \$540.00
CATHELENE ROBINSON
 Clerk of Superior Court
 Fulton County, Georgia

After recording
 Return to:
 Donaghue & Chandler, LLC
 931 Lower Fayetteville Rd Suite E
 Newnan, GA 30263
 File #: 22-0010
 Parcel ID # 11 -0160-0079-015-7

LIMITED WARRANTY DEED

STATE OF GEORGIA,
 COUNTY OF FULTON

This Indenture made this 18th day of February, 2022 between City of Refuge, Inc hereinafter called Grantor, of the first part, and Castle View Homes, LLC, a Georgia limited liability company, of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 79, 80, and 93, 1st District, 1st Section, Fulton County, Georgia and being more particularly described as follows;

To find the true point of beginning, being at the intersection of Land Lots 80, 93, 94 and 79; run thence North 88 degrees 32 minutes East along the South land line of Land Lot 93 (also being the North land lot line of Land Lot 94) a distance of 20.0 feet to an iron pin; run thence North 19 degrees 51 minutes East a distance of 108.7 feet to an iron pin; run thence North 13 degrees 03 minutes West a distance of 150.0 feet to an iron pin located in the Southeastery right-of-way of Kimball Bridge Road (having a 60-foot right-of-way) and the true point of beginning; running thence South 75 degrees 57 minutes West along the Southeastery right-of-way of Kimball Bridge Road a distance 255.5 feet to an iron pin; running thence South 2 degrees 49 minutes East a distance 420.8 feet to an iron pin; running thence North 88 degrees 31 minutes East a distance of 210.0 feet to an iron pin; running thence North 1 degree 27 minutes West a distance of 228.1 feet to an iron pin located at the intersection of Land Lots 80, 93, 94 and 79; running thence North 88 degrees 32 minutes East along the South land lot line of Land Lot 93 a distance of 20.0 feet to an iron pin; running thence North 19 degrees 51 minutes East a distance of 108.7 feet to an iron pin; running thence North 13 degrees 03 minutes West a distance of 150.0 feet to an iron pin located on the Southeastery right-of-way of Kimball Bridge Road and the true point of beginning; being improved property known as No. 4050 Kimball Bridge Road, according to the present system of numbering housed in Fulton County, Georgia and being more particularly shown on survey prepared by Carter Land Surveying Co., dated June 27, 1980.

Parcel ID: 11016000790157

This conveyance is made subject to all zoning, covenants, ordinances, easements, rights of way and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the Grantee, their heirs and assigns, against the claims of all persons owning, holding or claiming by through or under the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written. Signed, sealed and delivered in the presence of:

City of Refuge, Inc

BY:

Bruce Deel, CEO

Witness

Suzanne S. Gowen
 Notary Public

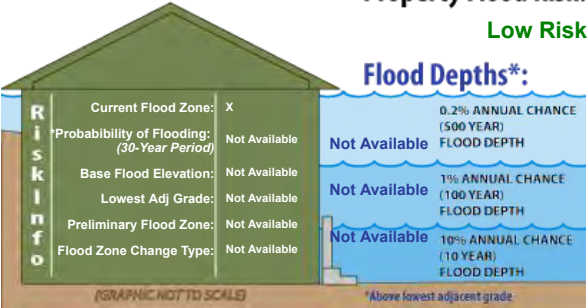


4050 Kimball Bridge Rd, Alpharetta, Georgia, 30022



GEORGIA FLOOD MAP PROGRAM

Property Flood Risk:
Low Risk



Location Information

Panel:	13121C0086F
Watershed:	Upper Chattahoochee
County:	FULTON
Community ID:	13121C
Map Status:	EFFECTIVE

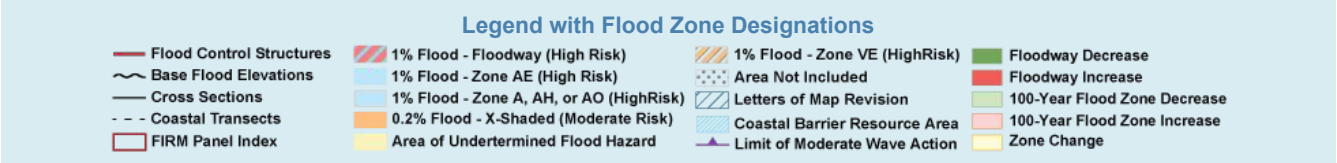
* Flood Depths shown on this report are derived from FEMA RiskMAP products and are rounded to the nearest tenth of a foot. These depths are calculated from HEC-RAS modeling and represent the best available data. Only areas within a RiskMAP studied watershed will have this data available. Please check back if your area is not currently available. For more information, please visit the FEMA Map Service Center at <https://msc.fema.gov/portal/resources/faq>

Nature Doesn't Read Flood Maps

Many people don't understand just how risky the floodplain can be. There is a greater than 26% chance that a non-elevated home in the SFHA will be flooded during a 30-year mortgage period.

The chance that a major fire will occur during the same period is less than 10%!

FOR MORE INFORMATION VISIT, PLEASE VISIT:



Disclaimer: This data is not to be used to determine any base flood elevations or flood zone designations for NFIP (National Flood Insurance Program) purposes. For NFIP flood insurance and regulation purposes, please refer to the published effective FIRM (Flood Rate Insurance Map) for your area of concern. Values displayed for Current Flood Zone, Preliminary Flood Zone, Flood Zone Change Type, and Probability of Flooding over a 30-year period based on center of dot location, not extent of structure(s).



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 13, 2023

AGENDA ITEM: MP-23-04/V-23-24 PICKLE AND SOCIAL/DELTA CREDIT UNION MASTER PLAN

The applicant, Neal Freeman, is requesting a master plan amendment and variance to allow for the construction of an indoor and outdoor pickle ball facility and 8,100 square foot freestanding restaurant on 6.25 acres in the North Point Overlay. The pickle ball facility includes seven (7) outdoor courts, eight (8) indoor courts, a 14,000 square foot restaurant with rooftop, and 5,000 square foot of professional office space. A master plan amendment is requested to the Delta Credit Union Master Plan to add 'Recreation Facility, Indoor and Outdoor' as a permitted use in order to allow the applicant's development proposal. A variance is requested to modify North Point Overlay site regulations to allow parking between the street and the freestanding restaurant building along Rock Mill Road. The subject property is located at 0 North Fulton Expressway at the northeast corner of Haynes Bridge Road and Rock Mill Road.

This item was considered at the November 2, 2023 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

PLANNING COMMISSION RECOMMENDATION:

Approve MP-23-04/V-23-24 Pickle and Social/Delta Credit Union Master Plan, subject to the following conditions:

1. The 6.2-acre property shall be developed substantially as depicted on the plan prepared by Paradigm, dated 11/6/23, except for modifications required to comply with these conditions.
2. 'Recreation Facility, Indoor and Outdoor', 'Professional Office', and 'Restaurant' with no drive-through shall be permitted uses in the Delta Community Credit Union Master Plan.
3. Architecture shall be developed substantially similar to the submitted renderings, labeled Exhibit A – Renderings, subject to final approval by DRB. Exterior building materials shall comply with the North Point Overlay Building Design regulations, with final approval by DRB.
4. Parking shall be permitted between Rock Mill Road and the freestanding restaurant building as depicted on the site plan prepared by Paradigm, dated 11/6/23. Parking lot shall be screened from Haynes Bridge Road and Rock Mill Road with native and/or drought-tolerant shrubs or grasses, with final approval by DRB.
5. Additional landscaping, consisting of a mix of native and/or drought-tolerant trees, shrubs, and grasses, shall be required around the outdoor courts in an effort to soften the look from the street, with final approval by DRB.
6. Minimum 1.2 acres of open space shall be reserved and improved substantially as depicted on the site plan prepared by Paradigm, dated 11/6/23. Property owner shall be responsible for the maintenance of all open space areas.
7. Minimum 0.37 acres of civic space shall be developed at the corner of Haynes Bridge Road and Rock Mill Road, which shall include decorative hardscape, landscape, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Hardscape, landscape, and monument/district threshold shall be maintained by the property owner.
8. EcoDistrict points shall be substantially similar to the description provided in the letter of intent, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
9. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
10. Developer shall improve the Haynes Bridge Road streetscape as follows: minimum 6' planter planted with street trees, 8' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
11. Developer shall improve the Rock Mill Road streetscape as follows: minimum 6' planter planted with street trees, 6' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees

and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.

12. Developer shall provide an enhanced pedestrian crossing across Rock Mill Road at Haynes Bridge Road and at the entrance to the Fulton County Schools maintenance facility, which shall include the North Point EcoDistrict leaf pattern pavement markings. Enhanced crossing shall be eligible for impact fee credits, as approved by Staff.
13. Trees shall be preserved as depicted on the site plan prepared by Paradigm, dated 11/6/23. Tree save areas shall be thinned out, cleaned up and replanted with native and/or drought-tolerant landscaping materials (not additional trees), as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the construction of an indoor and outdoor pickleball facility and 8,100 square foot freestanding restaurant on 6.25 acres in the North Point Overlay. The pickle ball facility includes seven (7) outdoor courts, eight (8) indoor courts, a 14,000 square foot restaurant with rooftop, and 5,000 square foot of professional office space. A master plan amendment is requested to the Delta Credit Union Master Plan to add 'Recreation Facility, Indoor and Outdoor' as a permitted use in order to allow the applicant's development proposal. A variance is requested to modify North Point Overlay site regulations to allow parking between the street and the building along Rock Mill Road. The subject property is located at 0 North Fulton Expressway at the northeast corner of Haynes Bridge Road and Rock Mill Road.

The undeveloped, wooded property is zoned O-I (Office-Institutional) and is subject to the Delta Credit Union Master Plan. Surrounding properties are zoned O-I to the east, PSC (Planned Shopping Center) to the south and CUP (Community Unit Plan) to the west. Georgia 400 is located to the north, Fulton County Schools North Maintenance Shop is located to the east, North Point Commons shopping center is located to the south and Atlanta Center for Dental Health is located to the west. The comprehensive land use plan designation of the property is 'Corporate Office', which allows the applicant's proposal.

The Delta Credit Union Master Plan was approved in 2006 with amendments to a reversion clause in 2009 and 2011. The master plan allows 20,480 square feet per acre of office, bank and 25% incidental service retail uses with a maximum building height of ten (10) stories or 150' on the subject property. A master plan amendment, comprehensive land use plan amendment, and rezoning was denied on the subject property in 2022 to allow a townhome development.

The applicant requests a variance to Unified Development Code (UDC) Subsection 2.10.3 Site Regulations, to allow parking between Rock Mill Road and the freestanding restaurant building.

SITE PLAN

The submitted site plan depicts a one (1) story, 8,100 square foot freestanding sit-down restaurant at the corner of Haynes Bridge Road and Rock Mill Road. A pickle ball facility is oriented to Rock Mill Road on the eastern half of the property, which includes seven (7) outdoor pickleball courts along Rock Mill Road and a two (2) story, 22,300 square foot indoor pickleball facility set behind the outdoor courts. The pickle ball building includes eight (8) indoor courts, a 14,000 square foot restaurant with rooftop, and 5,000 square feet of professional office space in the basement level. Two (2) of the outdoor courts are proposed to be covered. Access to the property is proposed from a new driveway off Rock Mill Road.

A six-foot (6') planter and six-foot (6') sidewalk are depicted along Rock Mill Road and a six-foot (6') planter and eight-foot (8') sidewalk are depicted along Haynes Bridge Road. Six-foot (6') sidewalks are depicted throughout the development. A ten-foot (10') landscape strip is depicted on Rock Mill Road and a twenty-foot (20') landscape strip is depicted on Haynes Bridge Road. The outdoor courts are setback a minimum ten feet (10') from Rock Mill Road and both buildings are setback approximately 75' from Rock Mill Road and Haynes Bridge Road.

The Unified Development Code (UDC) Parking regulations and North Point Overlay requirements would require 195 parking spaces for the proposed development. Parking in the North Point Overlay includes a required 20% reduction in parking, due to the abundance of parking and having the largest number of bus routes in the City. A total of 195 parking spaces are provided on the site plan.

The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 0.94 acres of open space for the 6.25-acre site. The site plan depicts 1.22 acres, or 19.6%, of the property as open space. Civic space, consisting of 0.78 acres, is depicted around the pickle ball facility and at the corner of Haynes Bridge Road and Rock Mill Road, which includes a tree save area, walking trail, and gathering area with benches. The outdoor pickle ball

courts represent 0.44 acres of amenity space.

The property is wooded, consisting of a mix of hardwoods and pines. A 16,300 square foot tree save area, including several tree saves, and civic space are depicted at the corner of Haynes Bridge Road and Rock Mill Road. The 60' Georgia 400 undisturbed tree buffer is depicted along the north property line adjacent to Georgia 400. A stormwater management facility is depicted in the northeast corner of the property closest to Georgia 400.

RENDERINGS

Renderings were provided by the applicant depicting the two (2) proposed buildings. The freestanding restaurant is depicted in a contemporary style with exterior materials consisting of architectural block, hard coat stucco and glass curtain wall. The two (2) story pickle ball facility also has a contemporary style with exterior materials consisting of architectural block, hard coat stucco, and natural/manufactured stone. Contemporary, modern, and industrial/mercantile styles are encouraged 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 for the proposed development. According to the applicant's letter of intent, the development proposes seven (7) EcoDistrict points. EcoDistrict points are requested for Enhanced Bicycle Amenities, Alternative Transportation, Additional Landscaped Civic Space. The applicant proposes to provide employee shower facilities, a bicycle repair center, additional bicycle parking, ride sharing spaces at both the restaurant and pickle ball facility, a van pool space, and additional landscaped civic space.

TRAFFIC

The applicant provided a trip generation report, which shows that the proposed development would generate approximately 121 AM Peak Hour trips and 176 PM Peak Hour trips.

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Racquet/Tennis Club	491	22,300 ft ² / 15 courts	16	17	33	30	27	57	416
Office	712	5,000 ft ²	7	1	8	4	7	11	72
Club Restaurant Raw Trips	932	14,000 ft ²	74	60	134	77	50	127	1,502
-pass-by trips		-43%	<u>-32</u>	<u>-26</u>	<u>-58</u>	<u>-33</u>	<u>-22</u>	<u>-55</u>	<u>-646</u>
Club Restaurant New Trips			<u>42</u>	<u>34</u>	<u>76</u>	<u>44</u>	<u>28</u>	<u>72</u>	<u>856</u>
Pickle & Social New Trips			65	52	117	78	62	140	1,344
Steakhouse Raw Trips	931	8,100 ft ²	3	3	6	42	21	63	680
-pass-by trips		-44%	<u>-1</u>	<u>-1</u>	<u>-2</u>	<u>-18</u>	<u>-9</u>	<u>-27</u>	<u>-300</u>
Steakhouse New Trips			2	2	4	24	12	36	380
Total Project New Trips			67	54	121	102	74	176	1,724

STANDARDS FOR MASTER PLAN AMENDMENT

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

- 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 Delta Credit Union Master Plan is designated for office use, which is consistent with the development pattern along Haynes Bridge Road just north of the subject property and the property remains a viable office parcel. However, the property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace, and connectivity. With the rising popularity of pickle ball, it is believed that the proposed uses will provide a draw to the North Point area. If approved, conditions are recommended that further the concepts of the EcoDistrict.

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

Response: The Delta Credit Union Master Plan is designated for office use, which is consistent with the development pattern along Haynes Bridge Road just north of the subject property and the property remains a viable office parcel. However, the property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace, and connectivity. With the rising popularity of pickle ball, it is believed that the proposed uses will provide a draw to the North Point area. If approved, conditions are recommended that further the concepts of the EcoDistrict.

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

Response: The proposed development should not adversely impact the natural environment. The applicant's site plan identifies several tree saves.

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

Response: The Delta Credit Union Master Plan is designated for office use, which is consistent with the development pattern along Haynes Bridge Road just north of the subject property and the property remains a viable office parcel. However, the property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace, and connectivity. With the rising popularity of pickle ball, it is believed that the proposed uses will provide a draw to the North Point area. If approved, conditions are recommended that further the concepts of the EcoDistrict.

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 proposal to allow 'Recreation Facility, Indoor and Outdoor' would add to the recreational opportunities in the City.

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 Delta Credit Union Master Plan is designated for office use, which is consistent with the development pattern along Haynes Bridge Road just north of the subject property and the property remains a viable office parcel. However, the property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace, and connectivity. With the rising popularity of pickle ball, it is believed that the proposed uses will provide a draw to the North Point area. If approved, conditions are recommended that further the concepts of the EcoDistrict.

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 request to change the development mix on the property reflects a reasonable balance if conditions are included that further the concepts of the EcoDistrict.

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

Response: The Delta Credit Union Master Plan is designated for office use, which is consistent with the development

pattern along Haynes Bridge Road just north of the subject property and the property remains a viable office parcel. However, the property is located within the North Point Overlay, which envisions a mixed-use, walkable environment with an emphasis on sustainability, greenspace, and connectivity. With the rising popularity of pickle ball, it is believed that the proposed uses will provide a draw to the North Point area. If approved, conditions are recommended that further the concepts of the EcoDistrict.

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

Response: The zoning proposal meets the comprehensive land use plan designation of the property, which is 'Corporate Office'.

VARIANCE REVIEW CRITERIA

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

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

Response: There are extraordinary and exceptional conditions pertaining to the property due to its unusual shape. In addition, the property has road frontage on three (3) sides, which includes a 60' tree buffer adjacent to Georgia 400.

- (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 (UDC) would create an unnecessary hardship. The property has an unusual shape and has road frontage on three (3) sides.

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

Response: There are peculiar conditions on the property which adversely affect its reasonable use due to its unusual shape, road frontage on three (3) sides, tree buffers and tree save areas.

- (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 property has several hardships that support the applicant's proposed variances.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment 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 pickle ball facility would add a recreational use that will synergize the area, adding a draw to the North Point area.

The variance request can be supported, given the unusual shape of the property, multiple road frontages, tree buffer and tree saves. If approved, conditions are recommended requiring a North Point EcoDistrict monument or district threshold at the corner of Haynes Bridge Road and Rock Mill Road.

CITIZEN PARTICIPATION PLAN

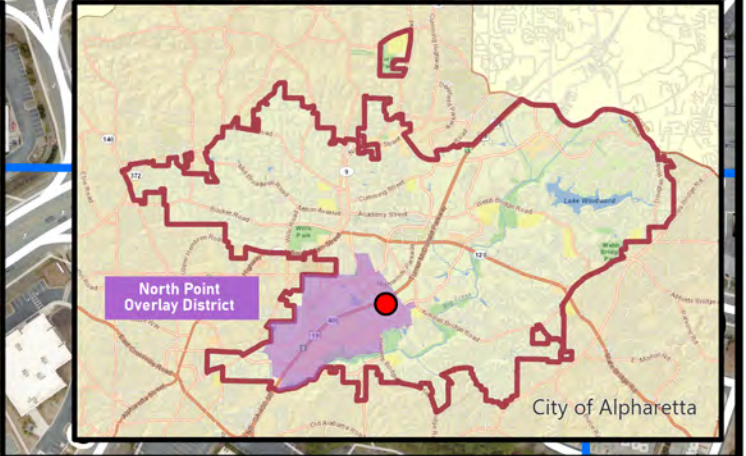
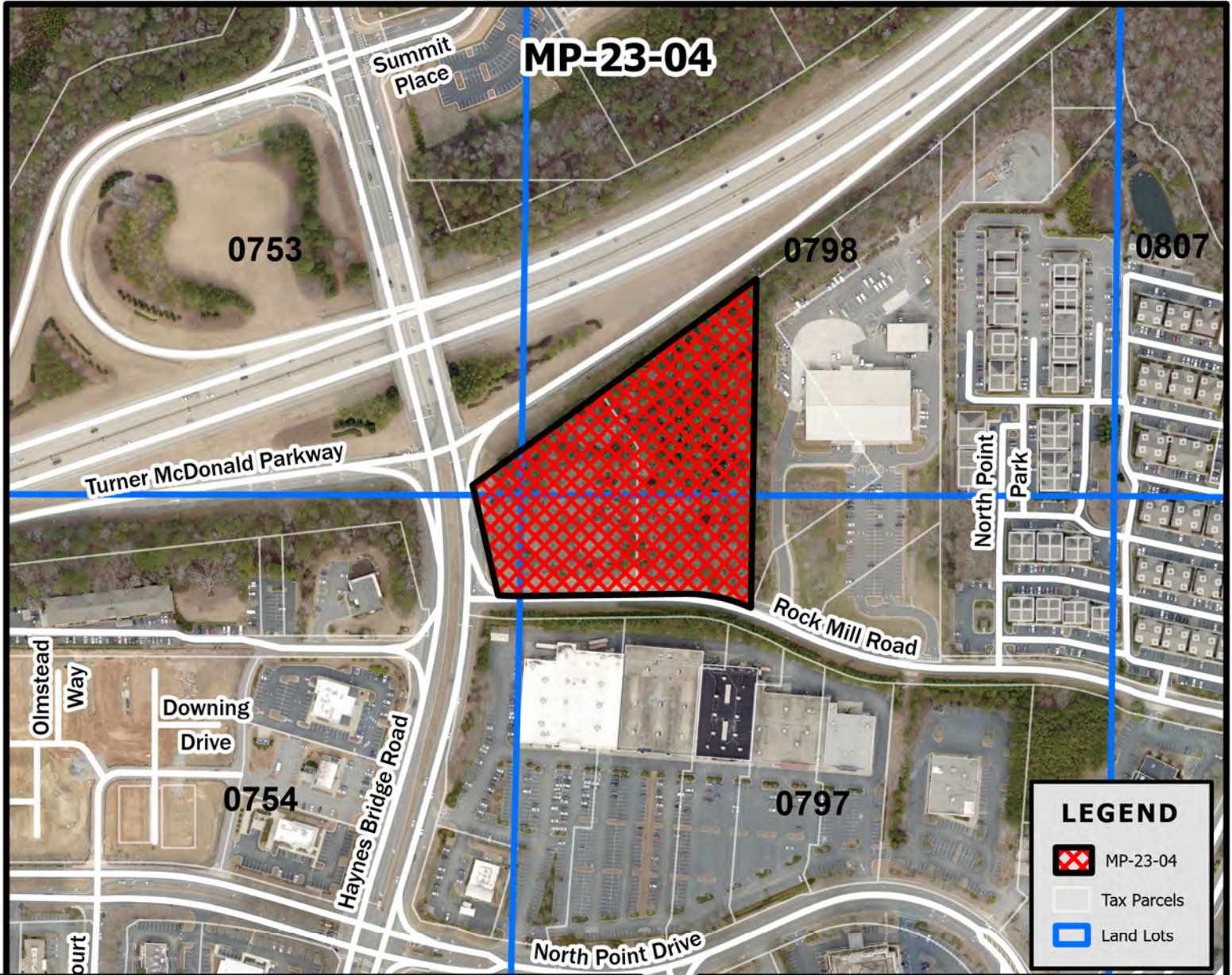
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no written correspondence was received. However, the applicant received a comment regarding traffic. After explaining the trip generation report, the applicant indicated that the

person who commented was okay.

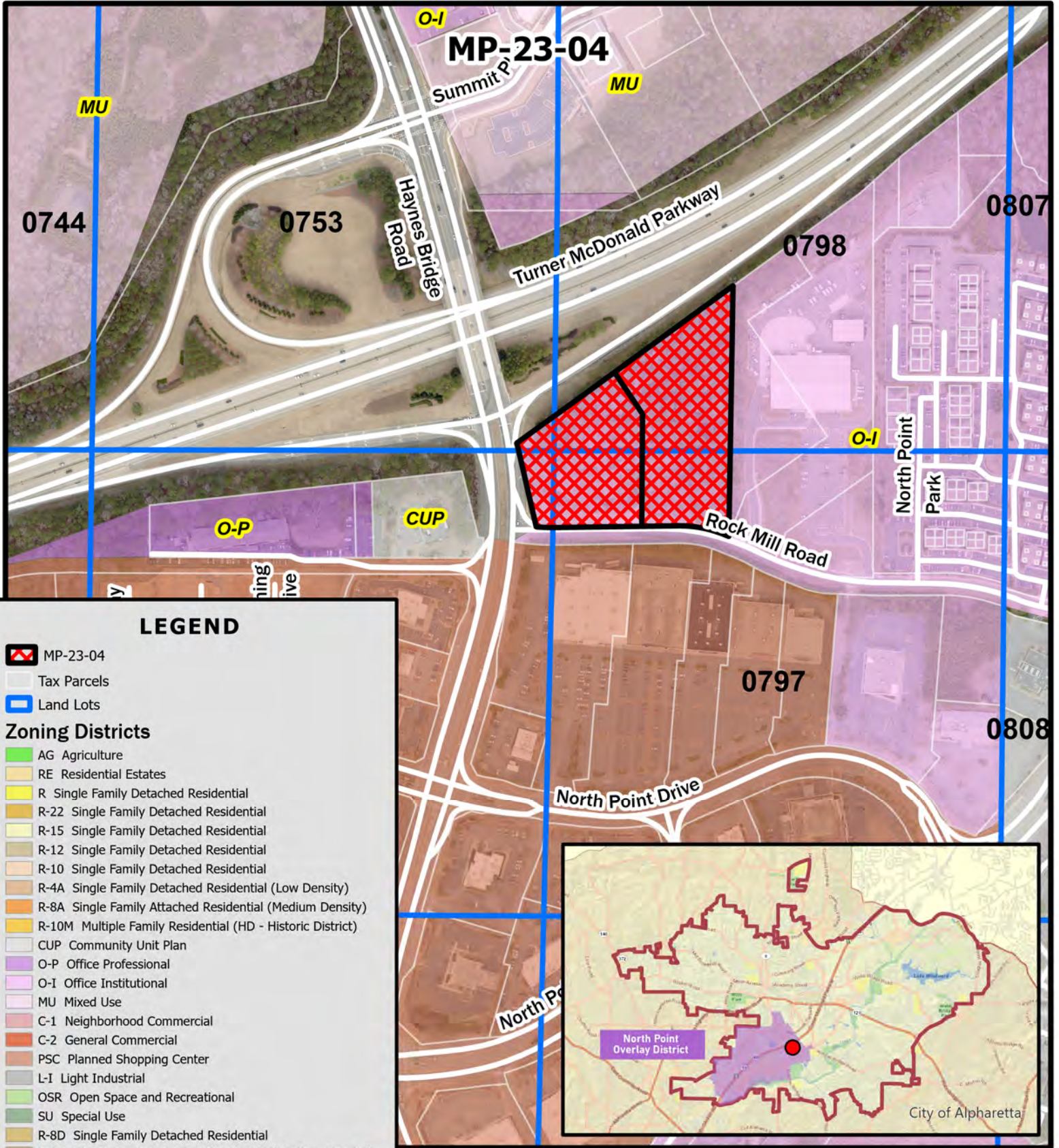
COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on October 11, 2023. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Latest Site Plan • Exhibit A – Renderings • Amended Letter of Intent • CZIM • Citizen Part B • Application



MP-23-04
D/LL: 1/2/753
754, 797, 798
PC: 10/05/23
CC: 10/23/23



LEGEND

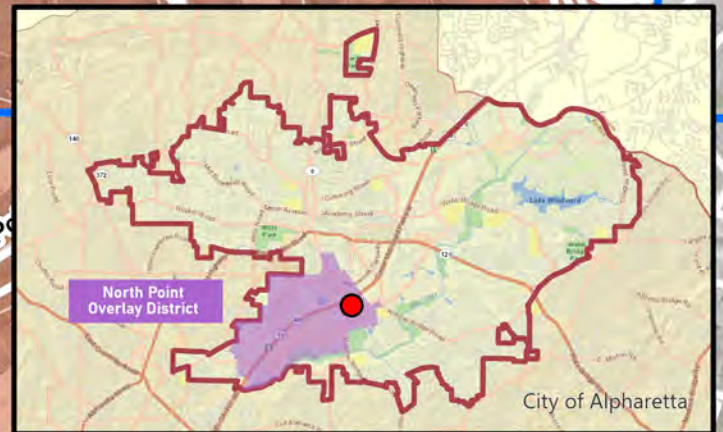
MP-23-04

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



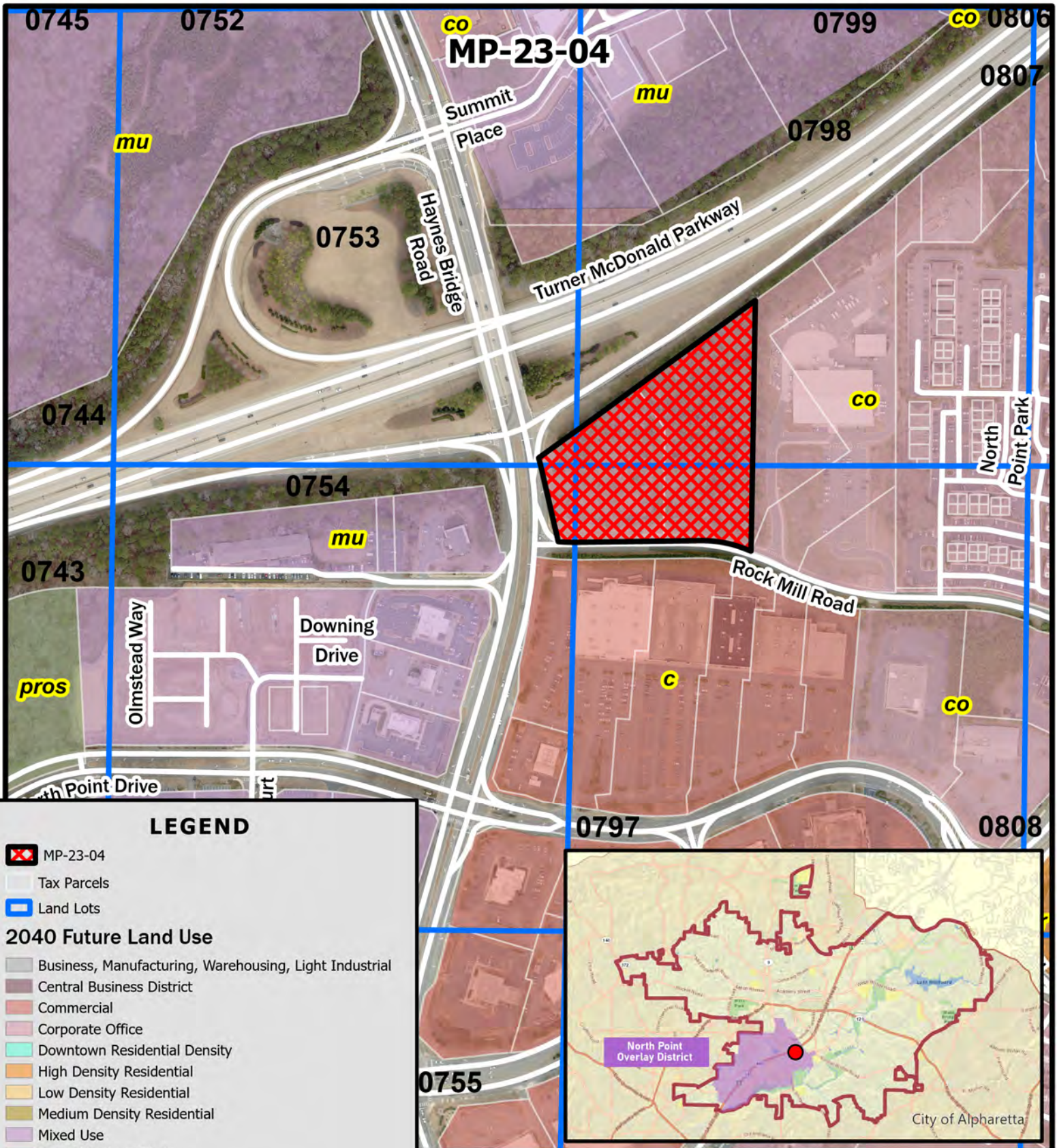
MP-23-04

D/LL: 1/2/753

754, 797, 798

PC: 10/05/23

CC: 10/23/23



LEGEND

- MP-23-04
- 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

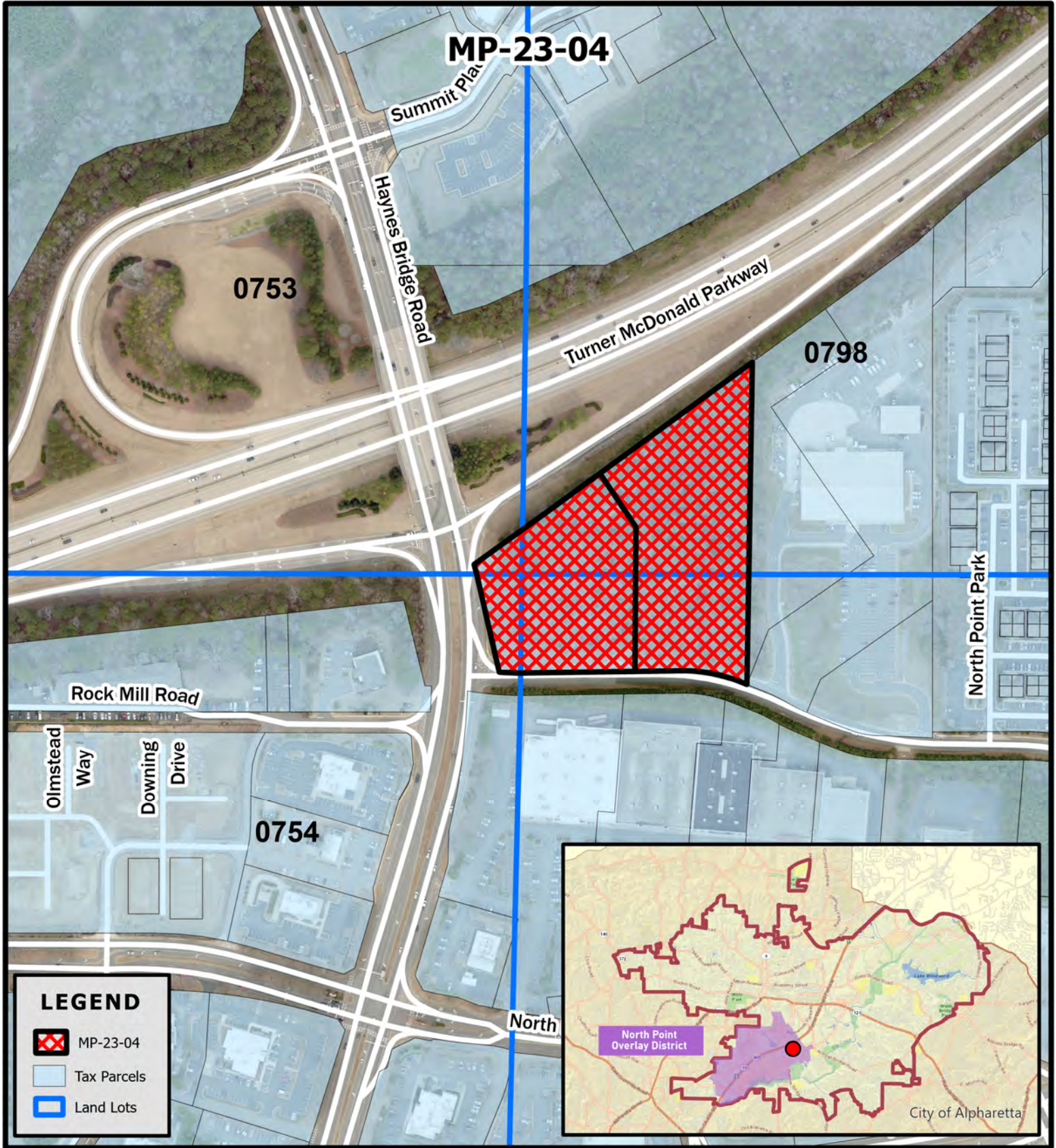
MP-23-04

D/LL: 1/2/753

754, 797, 798

PC: 10/05/23

CC: 10/23/23



MP-23-04

0753

0798

Rock Mill Road

**Olmstead
Way**

**Downing
Drive**

0754

North Point Park

North

LEGEND



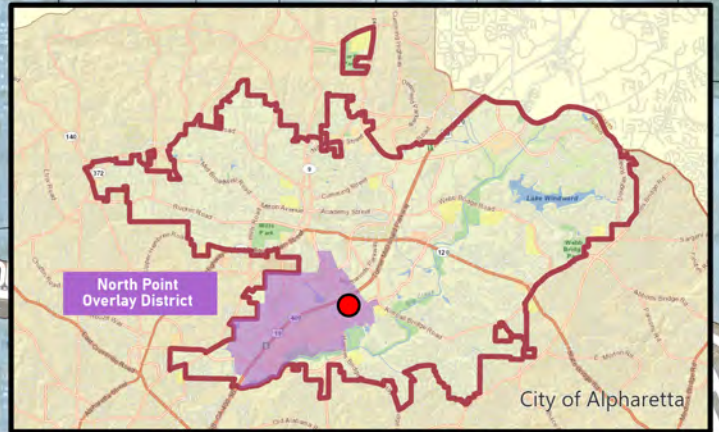
MP-23-04



Tax Parcels



Land Lots



MP-23-04

D/LL: 1/2/753

754, 797, 798

PC: 10/05/23

CC: 10/23/23

Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings

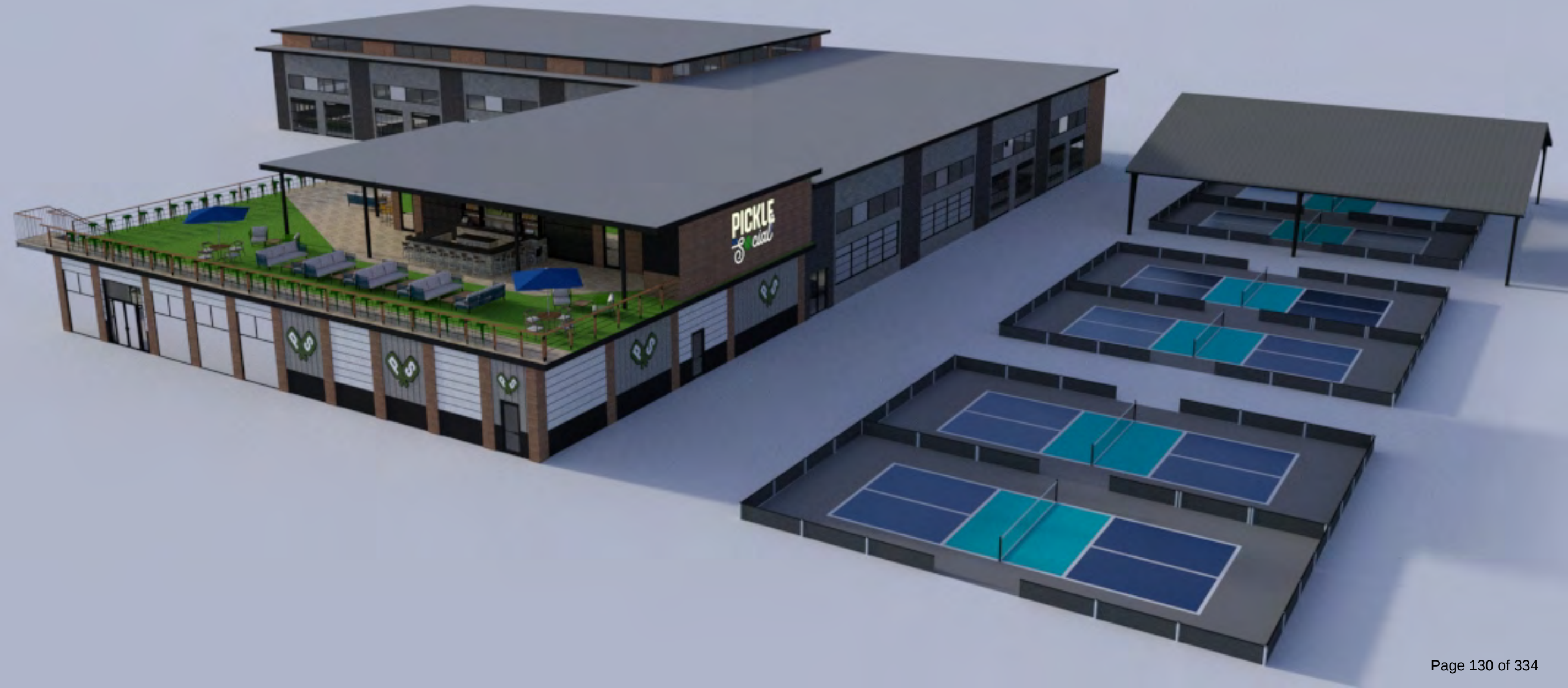


Exhibit A - Renderings

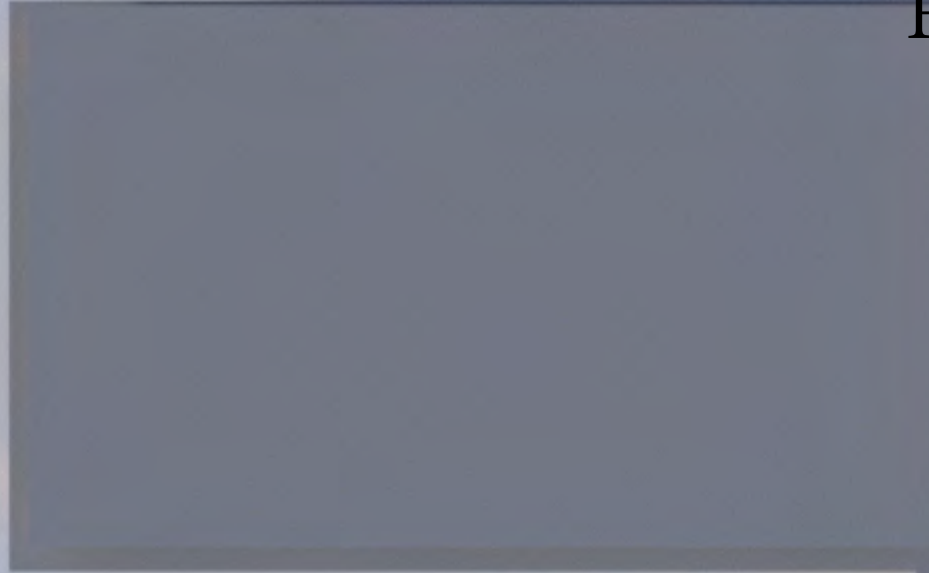


Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings





Letter of Intent

Attention: Michael Woodman

Project Description

The proposed development will consist of a pickleball facility with 22,300 S.F. of indoor space including eight (8) pickle ball courts and six (6) additional outdoor pickleball courts connected to a 14,000 S.F. restaurant which is comprised of lower dining and rooftop bar. A 5,000 S.F. office is also provided on a lower floor. Adjacent to the pickle ball facility shall be an upscale steakhouse restaurant by a separate operator.

Zoning Variance Request

Competitive Social Ventures is requesting a zoning variance to allow parking between the building and Rock Mill Road. Specific details of the site together with attempts to preserve significant specimen trees are driving factors for this request.

EcoDistrict Points

The proposed development fronting Rock Mill Road and Haynes Bridge Road on 6.25-acre C-4 Commercial zoned parcel Pursuant to the North Point Overlay district code, Section 2.20.22, the proposed development shall require compliance with 7 EcoDistrict Points. The following measures will be provided for a total of 7 EcoDistrict Points:

13. **Enhanced Bicycle Amenities Measure**

- a. *Minimum Requirements. Provision of two of the following shall be awarded one point and provision of three or more of the following shall be awarded two points:*
 - II. *For office or commercial space, employee shower facilities. Provide a minimum of one shower facility plus one additional shower per 150 employees.*
 - III. *Repair Center. Provide a designated bicycle repair center open to the public and consisting of an air pump, water, and tools at a minimum.*
 - IV. *Bicycle parking spaces. Provide at least 200% of the bicycle parking requirements of UDC Sec. 2.5.8.*

Provided Measures: Shower facilities will be provided at the Pickle & Social locker rooms and a bicycle repair center will be provided at the required bicycle racks.

Provided EcoDistrict Points: 2 Points

14. **Alternative Transportation Measure**

- a. *Minimum requirement. One point shall be available for the provision of each of the following, up to two total points for this measure:*



- I. *Ride-sharing. Provide at least one on- or off-street pick-up/drop-off zone per 100 new or added vehicular parking spaces for the exclusive use of passengers arriving by taxi, ride-sharing, or shuttle. No project using this measure shall have less than one such space.*
- II. *Van Pools. Provide at least one van pool space per 200 new or added vehicular parking spaces.*

Provided Measures: One pick-up/drop-off zone will be located at the Pickle & Social facility, and one will be provided at the Restaurant. One van pool space will be provided and marked at the Pickle & Social facility.

Provided EcoDistrict Points: 2 Points

15. Additional Landscaped Civic Space Measure (13% Civic Space = 3 points).

- a. *Minimum Requirement. Provision of additional landscaped civic space or a multi-use trail over the requirement over the amount required by this overlay or the underlying district, whichever is greater. Additional civic space must be landscaped with lawns, ground cover, shrubs, or woodlands and may not be paved or otherwise impervious except for paths and trails. One point shall be available for each one additional percent of gross acreage provided as civic space, up to five total points for this measure.*

Provided Measures: The minimum required site Civic Space is 10%. The proposed development will provide a Civil Space at the Pickle & Social facility and a Civic Space at the Restaurant that will total 13% of the parcel area. This is 3% greater than the minimum.

Provided EcoDistrict Points: 3 Points

W. Neal Freeman

CEO

Competitive Social Ventures

neal.freeman@cosoventures.com

Community Zoning Information Meeting (CZIM)

October 13, 2023

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

MP-23-04 / Pickle and Social

NAME	ADDRESS	COMMENTS
NEAL FREEMAN	959 MIDDLE FORK TRAIL SUWANEE, GA 30024	SUPPORTING MASTER PLAN AMENDMENT FOR PICKLE AND SOCIAL ALPHARETTA

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: NEC CORNER OF GA 400 AND HAYNES BRIDGE ROAD
MASTER PLAN AMENDMENT - PICKLE SOCIAL ALPHARETTA

Contact Name: NEAL FREEMAN Telephone: 404-626-1958

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

NO WRITTEN CORRESPONDENCE.

ONE LADY EXPRESSED CONCERN ABOUT ADDED TRAFFIC. WE DESCRIBED
THE RESULTS OF TRIP GENERATION REPORT AND SHE WAS FINE. REST OF
COMMENTS WERE ALL POSITIVE AND ENCOURAGING.

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.

ATTACHED LIST

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: W. Neal Freeman Date: 10/20/2023

Print Form

TO WHOM IT MAY CONCERN
0 NORTH FULTON EXPWY
ALPHARETTA GA 30022

HAYNES ROCK LLC
11190 HAYNES BRIDGE RD
ALPHARETTA GA 30022

AVENUE 26 HOLDINGS LLC ET AL
11911 SAN VICENTE BLVD STE 310
LOS ANGELES CA 90049

NORTHWINDS SUMMIT L P
3330 CUMBERLAND BLVD
ATLANTA GA 30339

P&L SUMMIT BCI L P
3330 CUMBERLAND BLVD STE 300
ATLANTA GA 30339

GREENE HOGG NP II LLC C/O BROGDON
CONSULTING
3425 DULUTH PARK
DULUTH GA 30096

NATIONAL RETAIL PROPERTIES LP
450 SOUTH ORANGE AVE STE 900
ORLANDO FL 32801

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

BFC PROPERTIES INC ET AL
515 LYELL DR STE 101
MODESTO CA 95356

COLE JO ALPHARETTA GA LLC
5555 DARROW RD
HUDSON OH 44236

VIRTUE REALTY GROUP LLC
5755 N POINT PKWY SUITE 85
ALPHARETTA GA 30022

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKY STE 85
ALPHARETTA GA 30022

DC KRS NORTHPOINT LLC
5755 NORTH POINT PKWY 261
ALPHARETTA GA 30022-1174

COORDINATING RESEARCH COUNCIL INC
5755 NORTH POINT PKWY STE 265
ALPHARETTA GA 30022

DDL NORTHPOINT LLC
5810 LAUREL OAK DR
SUWANEE GA 30024-3369

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD
ATLANTA GA 30339

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD NW
ATLANTA GA 30339

PALLADIAN NORTH POINT COMMONS LLC
860 JOHNSON FERRY RD STE 140-336
ATLANTA GA 30342

HAYNES BRIDGE PARTNERS LLC
976 W POINT CT
LITHIA SPRINGS GA 30122

METRO M3 INC
P O BOX 420253
ATLANTA GA 30342

BRE/ESA P PORTFOLIO LLC
P.O. BOX 49550 - PROP TAX
CHARLOTTE NC 28277-9550

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: PHA2300030
PH #: _____
☐ Property Taxes & Code Violations Verified
☒ Fee Paid Initial: JC

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: NEAL FREEMAN Telephone: 404-626-1958
Address: 959 MIDDLE FORK TRAIL Suite: —
City: SUWANEE State: GA Zip: 30024 Fax: —
Mobile Tel: 404-626-1958 Email: NEAL.FREEMAN@COSOVENTURES.COM

Subject Property Information:

Address: 0 NORTH FULTON EXPRESSWAY (a/k/a ^{NEC of} ROCK MILL ROAD AND HAYNES BRIDGE ROAD) Current Zoning: O-I
District: 1ST Section: 2ND Land Lot: 753, 754, 791, 798 Parcel ID: 12-286007981871, 12-286007981889
Proposed Zoning: MASTER PLAN ATTENDMENT TO ALLOW INTENDED USES DESCRIBED HEREIN Current Use: "O-I" OFFICE AND INSTITUTIONAL DISTRICT WITHIN THE REGENT PARTNERS MASTER PLAN, WITH PORTIONS

This Application For (Check All That Apply):

VACANT LAND

- | | | |
|--|---|---|
| ☐ 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?

The proposed development will consist of a pickleball recreational facility with 22,300 square feet of indoor space including eight (8) pickleball courts and six (6) additional outdoor pickleball courts, a 14,000 square foot (including main restaurant and rooftop bar) restaurant and 5,000 square feet of office. Additionally, a 24,000 square foot medical office building will be located on the site. Lastly, a 3-9 hole golf course utilizing a safety, restricted flight golf ball is planned around the stormwater pond to be located at the northwest part of the property.

Applicant's Request (Please itemize the proposal):

Applicant desires to receive a master plan amendment that will allow all of the above described proposed uses of the property. As part of the planned uses of the property, outdoor recreation is a planned use that would be approved by the city.

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

Applicants intent is to develop the property as described above with the commitment to meet all the rules and regulations set forth by the city of Alpharetta.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: HAYNES BRIDGE PARTNERS LLC
ASHISH PATEL, MANAGING MEMBER Telephone: 404-213-8388
Address: 976 WEST POINTE COURT Suite: —
City: LITHIA SPRINGS State: GA Zip: 30122

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.

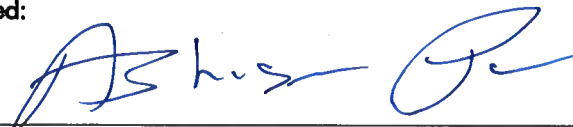
As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

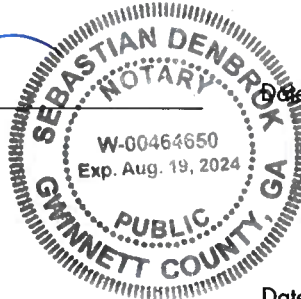
- | | |
|---|---|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☒ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: PICKLE & SOCIAL ALPHARETTA, LLC
NEAL FREEMAN, MANAGING MEMBER Telephone: 404-626-1958
Address: 959 MIDDLE FORK TRAIL Suite: —
City: SHWANE State: GA Zip: 30024

So Sworn and Attested:

Owner Signature:  Date: 7/30/2023
Notary: 
Notary Signature:  Date: 07/30/2023



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: NEAL FREEMAN

Subject Public Hearing Case: MASTER PLAN AMENDMENT - PICKLE & SOCIAL ALPHARETTA LLC

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: W. Neal Freeman

Date: 7/31/2023

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This proposal is in keeping with the land-use plan and will have no detrimental effect of the surrounding properties.

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

This proposal will have the impact of enhancing both the value and aesthetics of the surrounding properties as the development will be a marked improvement over the existing property. The effect of the improvements will be to shore up the economic revitalization of the north point district.

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

We need to amend the master plan to allow commercial uses to make this economically viable.

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

The impact is in line with previously determined traffic patterns in the North Point entertainment district and should not impact beyond what was previously planned.

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

The proposal will have no detrimental impact on schools and utilities.

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

The proposal is consistent with the ACP and the Future Land Use Map.

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

None

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: MASTER PLAN AMENDMENT - PICKLE & SOCIAL ALPHARETTA LLC

Contact Name: NEAL FREEMAN Telephone: 404-626-1958

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.

~~* NEED HELP ON THIS LIST!!~~

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.

CONTACT NEAL FREEMAN DIRECT AT 404-626-1958, IF NEEDED, PERSONAL VISIT.

TO WHOM IT MAY CONCERN
0 NORTH FULTON EXPWY
ALPHARETTA GA 30022

HAYNES ROCK LLC
11190 HAYNES BRIDGE RD
ALPHARETTA GA 30022

AVENUE 26 HOLDINGS LLC ET AL
11911 SAN VICENTE BLVD STE 310
LOS ANGELES CA 90049

NORTHWINDS SUMMIT L P
3330 CUMBERLAND BLVD
ATLANTA GA 30339

P&L SUMMIT BCI L P
3330 CUMBERLAND BLVD STE 300
ATLANTA GA 30339

GREENE HOGG NP II LLC C/O BROGDON
CONSULTING
3425 DULUTH PARK
DULUTH GA 30096

NATIONAL RETAIL PROPERTIES LP
450 SOUTH ORANGE AVE STE 900
ORLANDO FL 32801

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

BFC PROPERTIES INC ET AL
515 LYELL DR STE 101
MODESTO CA 95356

COLE JO ALPHARETTA GA LLC
5555 DARROW RD
HUDSON OH 44236

VIRTUE REALTY GROUP LLC
5755 N POINT PKWY SUITE 85
ALPHARETTA GA 30022

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKY STE 85
ALPHARETTA GA 30022

DC KRS NORTHPOINT LLC
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ALPHARETTA GA 30022-1174

COORDINATING RESEARCH COUNCIL INC
5755 NORTH POINT PKWY STE 265
ALPHARETTA GA 30022

DDL NORTHPOINT LLC
5810 LAUREL OAK DR
SUWANEE GA 30024-3369

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD
ATLANTA GA 30339

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD NW
ATLANTA GA 30339

PALLADIAN NORTH POINT COMMONS LLC
860 JOHNSON FERRY RD STE 140-336
ATLANTA GA 30342

HAYNES BRIDGE PARTNERS LLC
976 W POINT CT
LITHIA SPRINGS GA 30122

METRO M3 INC
P O BOX 420253
ATLANTA GA 30342

BRE/ESA P PORTFOLIO LLC
P.O. BOX 49550 - PROP TAX
CHARLOTTE NC 28277-9550

(CLERK OF COURT RECORDING INFORMATION)

NORTH (SEE GENERAL NOTES)

GeoSurvey

AERIAL IMAGE



IF YOU DIG



Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
154 GRANT ROAD
FAYETTEVILLE, GEORGIA 30215

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS) WERE LOCATED BY UTILISURVEY, LLC. UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

LEGEND

STANDARD ABBREVIATIONS

AC	AIR CONDITIONER	JB	JUNCTION BOX
BH	BORE HOLE	MH	MANHOLE
BSL	BUILDING SETBACK LINE	NF	NAIL FOUND
C	CURB INLET	CS	OUTLET CONTROL STRUCTURE
CMF	CORRUGATED METAL PIPE	OTF	OPEN TOP PIPE
CMF	CONCRETE MONUMENT FND	PM	POWER METER
CS	SANITARY CLEANOUT	POB	POINT OF BEGINNING
CPD	COMMUNICATION PEDESTAL	POC	POINT OF COMMENCEMENT
CTP	CRIMPED TOP PIPE	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	RFB	IRON REINFORCING BAR
DWCB	DOUBLE WING CATCH BASIN	RBS	5/8" RBR SET CAPPED LSF 621
FND	FOUND	SS	SANITARY SEWER
GM	GAS METER	SWCB	SINGLE WING CATCH BASIN
INV	INVERT	TRANS	ELECTRIC TRANSFORMER

STANDARD SYMBOLS

	POWER POLE		FIRE HYDRANT
	GUY WIRE		UNDERGROUND ELECTRIC LINE
	LIGHT POLE		UNDERGROUND GAS LINE
	ELECTRIC TRANSFORMER		UNDERGROUND COMMUNICATION LINE
	WATER VAULT		UNDERGROUND WATER LINE
	GAS VALVE		PHOTO POSITION INDICATOR
	WATER VALVE		REGULAR PARKING SPACE
	WATER METER		HANDICAP PARKING SPACE
			TREE POSITION INDICATOR

GRAPHIC SCALE

0 30 60 150 300

1" = 60'

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 24,861, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 335,141 FEET. DLH: INVIT.

SITE PHOTOGRAPHS



TITLE EXCEPTIONS

THE FOLLOWING EXCEPTIONS ARE LISTED IN EXHIBIT B, CERTIFICATE OF TITLE IS BASED ON CHICAGO TITLE INSURANCE COMPANY OWNER'S TITLE POLICY NO. 04-001-1069000677, DATED 10/16/06, AND IS LIMITED TO TITLE MATTERS OF RECORD SUBSEQUENT TO THAT DATE.

- Easement from J. H. Alexander to Georgia Power Company, dated July 14, 1936, filed for record July 28, 1936, and recorded in Deed Book 1589, Page 540A, Fulton County, Georgia records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easement from Mrs. Abi Alexander to Georgia Power Company, dated July 14, 1936, filed for record July 25, 1936, and recorded in Deed Book 1589, Page 540 (B), aforesaid records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easement from J. H. Alexander to Georgia Power Company, dated June 5, 1947, filed for record June 10, 1947, and recorded in Deed Book 2209, Page 38, aforesaid records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easement from J. H. Alexander to Georgia Power Company, dated March 27, 1952, filed for record April 7, 1952, and recorded in Deed Book 2734, Page 255, aforesaid records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easement from Guy V. Rice and Mrs. Guy V. Rice to Georgia Power Company, dated August 31, 1954, filed for record October 4, 1954, and recorded in Deed Book 2920, Page 608, aforesaid records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easements reserved to access the Alexander Family Cemetery as contained in that certain Warranty Deed between J. H. Alexander, S. H. Alexander and Mrs. Sophia Alexander Trammel to Georgia O. Irvin and Martha Ann Irvin, filed for record March 21, 1956, and recorded in Deed Book 3096, Page 533, aforesaid records.
- AFFECTS SITE, TOO VAGUE TO PLOT
- Conveyance of access rights as contained in that certain Right of Way Deed from Dr. Guy V. Rice, Jr. and Mrs. Ruth R. Rice to State Highway Department of Georgia, dated February 1, 1968, filed for record February 14, 1968, and recorded in Deed Book 4856, Page 457, aforesaid records; as re-filed February 23, 1968, and re-recorded in Deed Book 4859, Page 570, aforesaid records.
- REFERS TO THE LIMITED ACCESS RIGHT-OF-WAY OF US HIGHWAY 19 / GA 400
- Easement from Myrtle Alexander to Sawnee Electric Membership Corporation, a corporation Electric Membership Corporation dated June 4, 1969, filed for record July 10, 1969, and recorded in Deed Book 5087, Page 562, aforesaid records.
- MAY AFFECT SITE, BLANKET IN NATURE
- Easement from Elliott R. Berman to Georgia Power Company, dated November 19, 1976, filed for record April 26, 1977, and recorded in Deed Book 6690, Page 87, aforesaid records.
- AFFECTS SITE, BLANKET IN NATURE
- Sewer Easement from Delta Community Credit Union to Fulton County, dated 9/24/07, filed 11/9/07, recorded in Deed Book 45956, Page 500, Fulton County records.
- BENEFITS SITE AS PLOTTED
- Terms and provisions of that certain Stormwater and Drainage Easement Agreement, by and between Fulton County Board of Education and Delta Community Credit Union, a Georgia non-profit corporation, dated May 19, 2017, filed for record May 24, 2017, and recorded in Deed Book 57536, Page 155, aforesaid records.
- AFFECTS SITE, NOT PLOTTABLE
- Matters shown on Final Plat of Rock Mill Road, dated 4/26/09, last revised 8/3/09, filed 9/2/09, recorded in Plat Book 346, Page 139-143, Fulton County records.
- SETBACKS, BUFFER & STORMDRAIN EASEMENT AFFECTS SITE AS PLOTTED

SURVEYOR CERTIFICATION

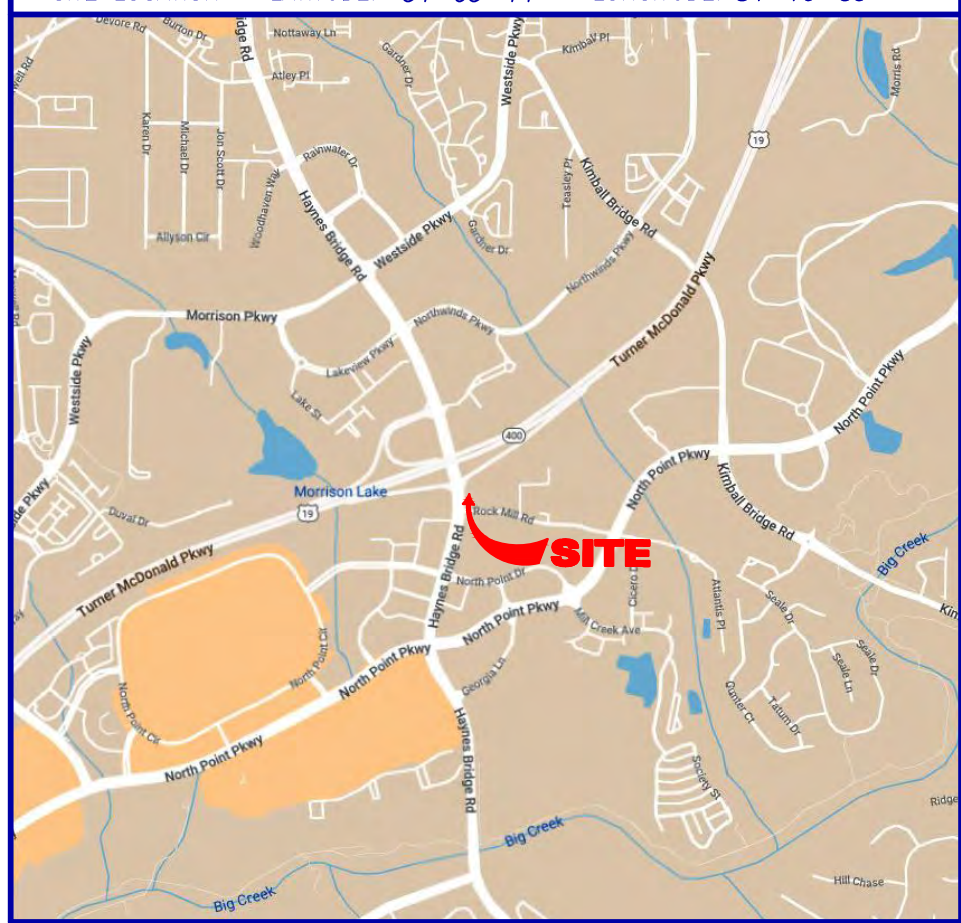
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herewith. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



David L. Hester
Georgia Registered
Land Surveyor # 3042

VICINITY MAP

SITE LOCATION - LATITUDE: 34° 03' 14" LONGITUDE: 84° 16' 59"



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.

THIS SURVEY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C 0066 F AND THE DATE OF SAID MAPS IS SEPTEMBER 18, 2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON SURVEY REFERENCE 1.

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD'88) FROM GPS OBSERVATIONS PERFORMED BY GEOSURVEY, LTD.

PLEASE NOTE: TREES 10-INCH DBH (DIAMETER AT BREAST HEIGHT) AND LARGER WERE LOCATED FOR THIS SURVEY.

THE SITE IS ZONED "O-1" (OFFICE-INSTITUTIONAL DISTRICT).

MINIMUM LOT AREA-THE DEVELOPMENT SHALL OCCUPY A TOTAL OF NOT LESS THAN 25 ACRES. NO MINIMUM LOT SIZE IS REQUIRED FOR EACH BUILDING WITHIN THE DEVELOPMENT.

MINIMUM LOT WIDTH-NONE.

MINIMUM SETBACKS.

FRONT YARD-FROM ALL STREET FRONTS:

FROM RIGHT-OF-WAY OF LOCAL STREET-50 FEET.

FROM RIGHT-OF-WAY OF ALL OTHER STREETS-65 FEET.

SIDE YARD-15 FEET.

REAR YARD-15 FEET.

MAXIMUM COVERAGE BY PRINCIPAL BUILDINGS-40%

MAXIMUM BUILDING HEIGHT-40 FEET.

PLEASE NOTE: ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

SURVEY REFERENCES

- ALTA/ACSM LAND TITLE SURVEY FOR WRL ASSOCIATES II, INC.; DELTA COMMUNITY CREDIT UNION PREPARED BY ARMSTRONG LAND SURVEYING, INC. DATED JULY 23, 2006, JOB NO. 06-164.
- BOUNDARY & TOPOGRAPHIC SURVEY FOR DELTA COMMUNITY CREDIT UNION PREPARED BY GEOSURVEY, LTD. DATED MAY 17, 2018. GS JOB NO. 20165396-05.
- COMBINATION PLAT FOR FULTON COUNTY BOARD OF EDUCATION OF NORTH FULTON MAINTENANCE FACILITY PREPARED BY GEOSURVEY, LTD. DATED DECEMBER 27, 2018.
- FINAL PLAT OF ROCK MILL ROAD, PREPARED BY ARMSTRONG LAND SURVEYING, INC., DATED 4/26/09, LAST REVISED 8/3/09, RECORDED IN PLAT BOOK 346, PAGE 139-143, FULTON COUNTY RECORDS.

BOUNDARY & TOPOGRAPHIC SURVEY

ROCK MILL ROAD @ HAYNES BRIDGE ROAD

FOR



CS|VENTURES

GeoSurvey

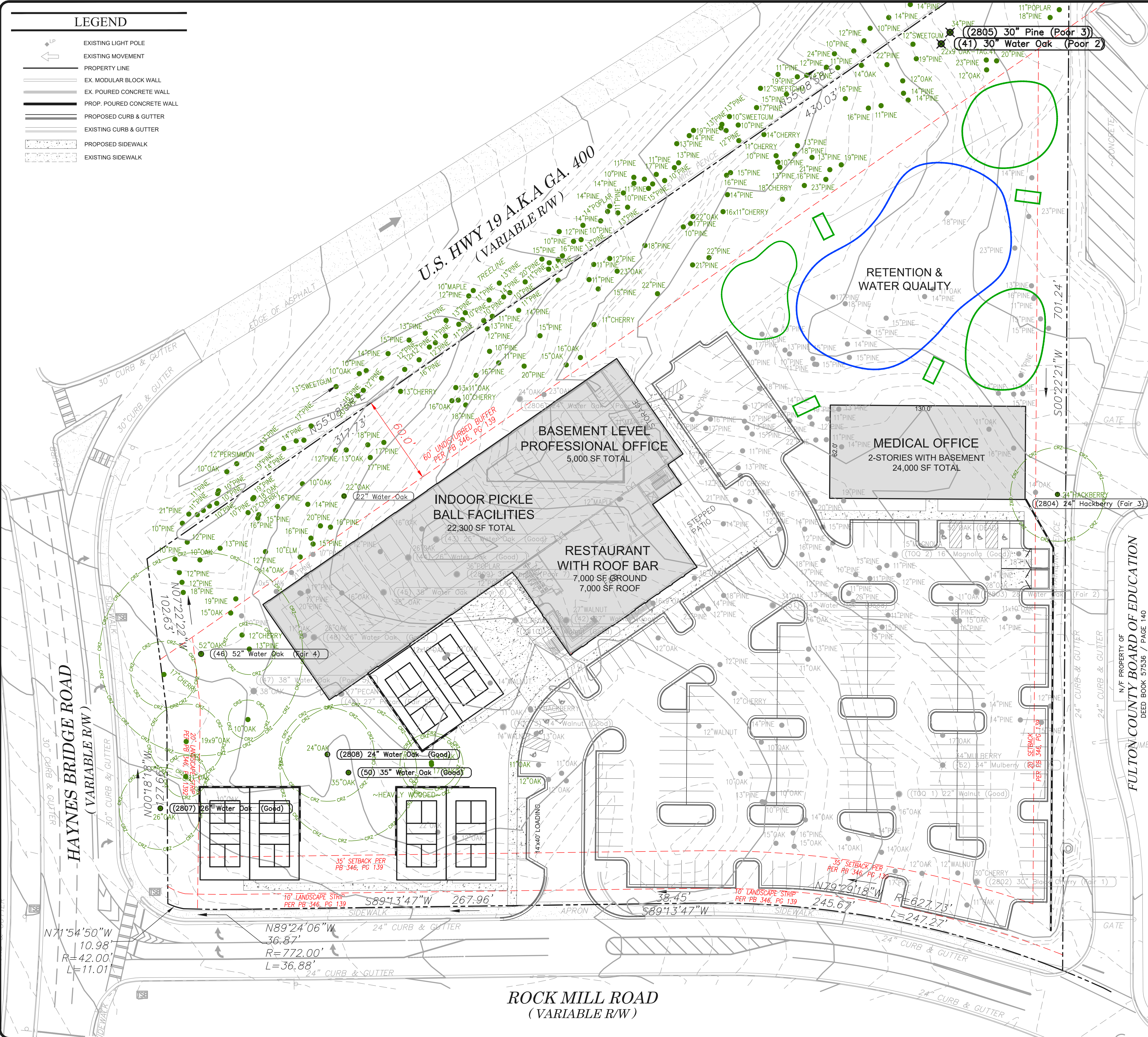
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Certificate of Authorization #LSF-000621

GS JOB NO:	20165396	DRAWING SCALE:	1" = 60'	SURVEY DATE:	05-23-2023
FIELD WORK:	SSA	CITY:	ALPHARETTA	STATE:	GA
PROJ MGR:	CAB	COUNTY:	FULTON	No.:	Date
REVIEWED:	DLH	LAND LOT:	753,754,797 & 798	Description	
DWG FILE:	20165396-08.dwg	DISTRICT:	1st	SECTION:	2nd



VICINITY MAP N.T.S.

SITE DATA

ADDRESS: 0 NORTH FULTON EXPRESSWAY
PARCEL NO. 12-2860-0798-1871 (2.45 AC)
PARCEL NO. 12-2860-0798-1889 (3.79 AC)

GROSS SITE AREA: 272,142 SF (6.25 ACRES)

ZONING:
CURRENT ZONING: C-4 COMMERCIAL SMALL TRACTS
ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA

PROPOSED USE:
22,300 SF INDOOR COURT FACILITY
8 INDOOR PICKLE BALL COURTS
6 OUTDOOR PICKLE BALL COURTS
14,000 SF RESTAURANT FACILITY (INDOOR & OUTDOOR SPACE)
5,000 SF PROFESSIONAL & BUSINESS OFFICE
24,000 SF MEDICAL OFFICE BUILDING

MAXIMUM COVERAGE BY PRINCIPAL BUILDINGS: 90%
MAXIMUM BUILDING HEIGHT: 40 FEET

SETBACKS:
HAYNES BRIDGE ROAD: 20' LANDSCAPE STRIP
ROCK MILL ROAD: 3' BUILDING SETBACK, 10' LANDSCAPE STRIP
U.S. HWY 19 (A.K.A. GA 400): 60' UNDISTURBED BUFFER
SITE YARD: 20' SETBACK

PARKING DATA

PARKING SPACE REQUIRED			
Primary Weekday Uses	Area Square Footage	Number of Spaces Per 1,000 sf	Required Parking
Professional & Business Offices	6,000	4	24
Medical Office Building	24,000	5	120
Weekday Use Subtotal			144
Sub-Total with North Point Overlay 20% Reduction			115

Primary Evening & Weekend Uses			
Primary Evening & Weekend Uses	Area Square Footage	Number of Spaces Per 1,000 sf	Required Parking
Ground Floor Restaurant	7,000	10	70
Roof Top Restaurant	7,000	10	70
Weekday Use Subtotal			140
Sub-Total with North Point Overlay 20% Reduction			112

Total Of Shared Parking Uses: 227
Sub-Total with Shared Parking 25% Reduction: 170

Pickle Ball Facilities	Area Square Footage	Number of Spaces Per 1,000 sf	Required Parking
Weekday & Weekend Use	3,500	2	7
Spectator Area			

	No. of Courts	Spaces per Court	
Interior Courts (2,000 sf/court)	8	2	16
Outdoor Courts (2,000 sf/court)	6	2	12
Sub-Total of Pickle Ball Facilities			35
Sub-Total with North Point Overlay 20% Reduction			28

Total Required Parking (Shared Subtotal + Pickle Ball Facilities): 198

PARKING SPACE PROVIDED	
Regular Parking Spaces	189
Handicap Parking Spaces	9
TOTAL PROVIDED PARKING	198

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GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

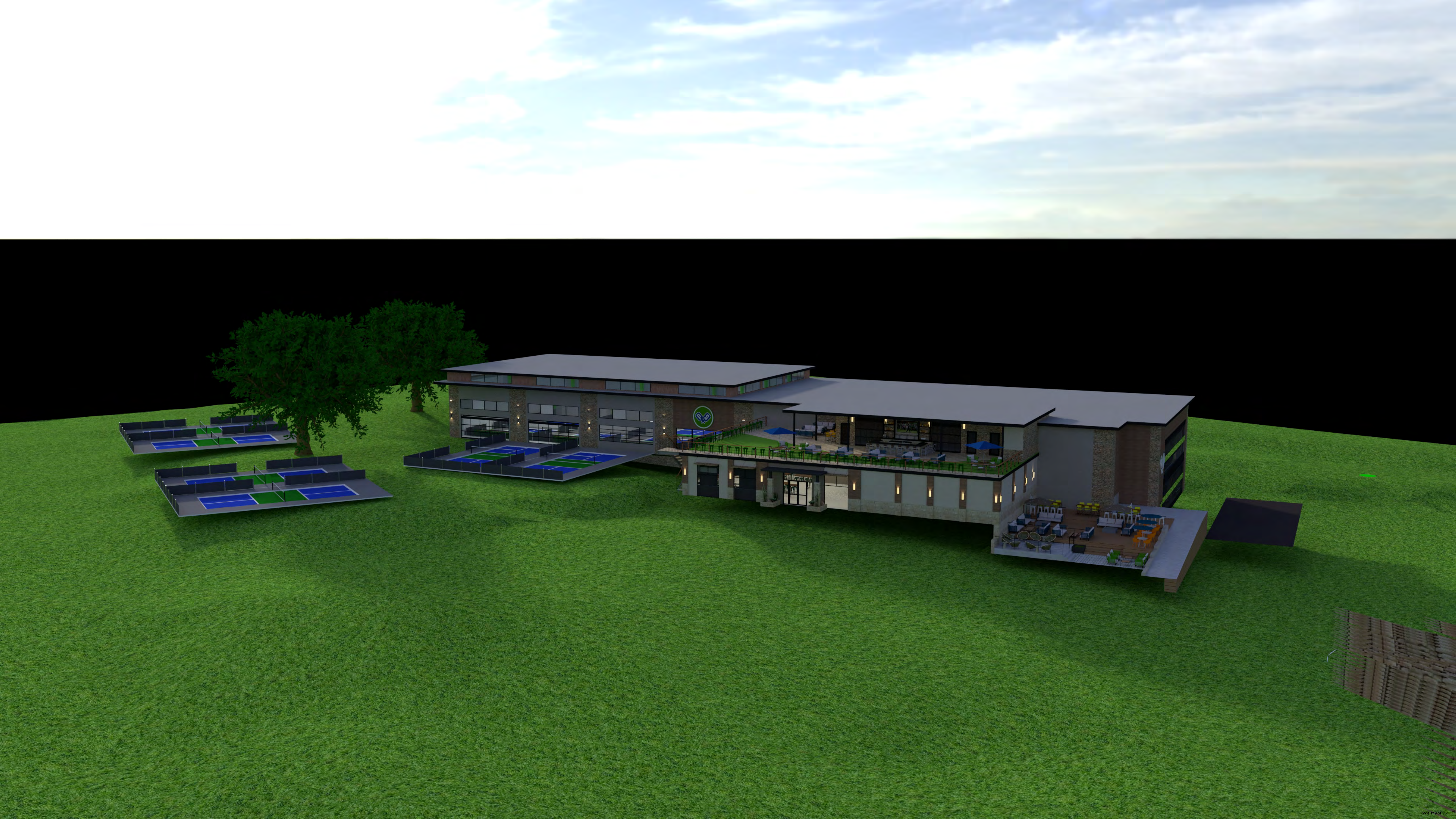
paradigm
Engineering Services, Inc.
Seven Dunwoody Park
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No. P-2314
Design By: WBD
Drawn By: LFB
Checked By: WBD
Date: 7/24/2023
Scale: 1" = 30'

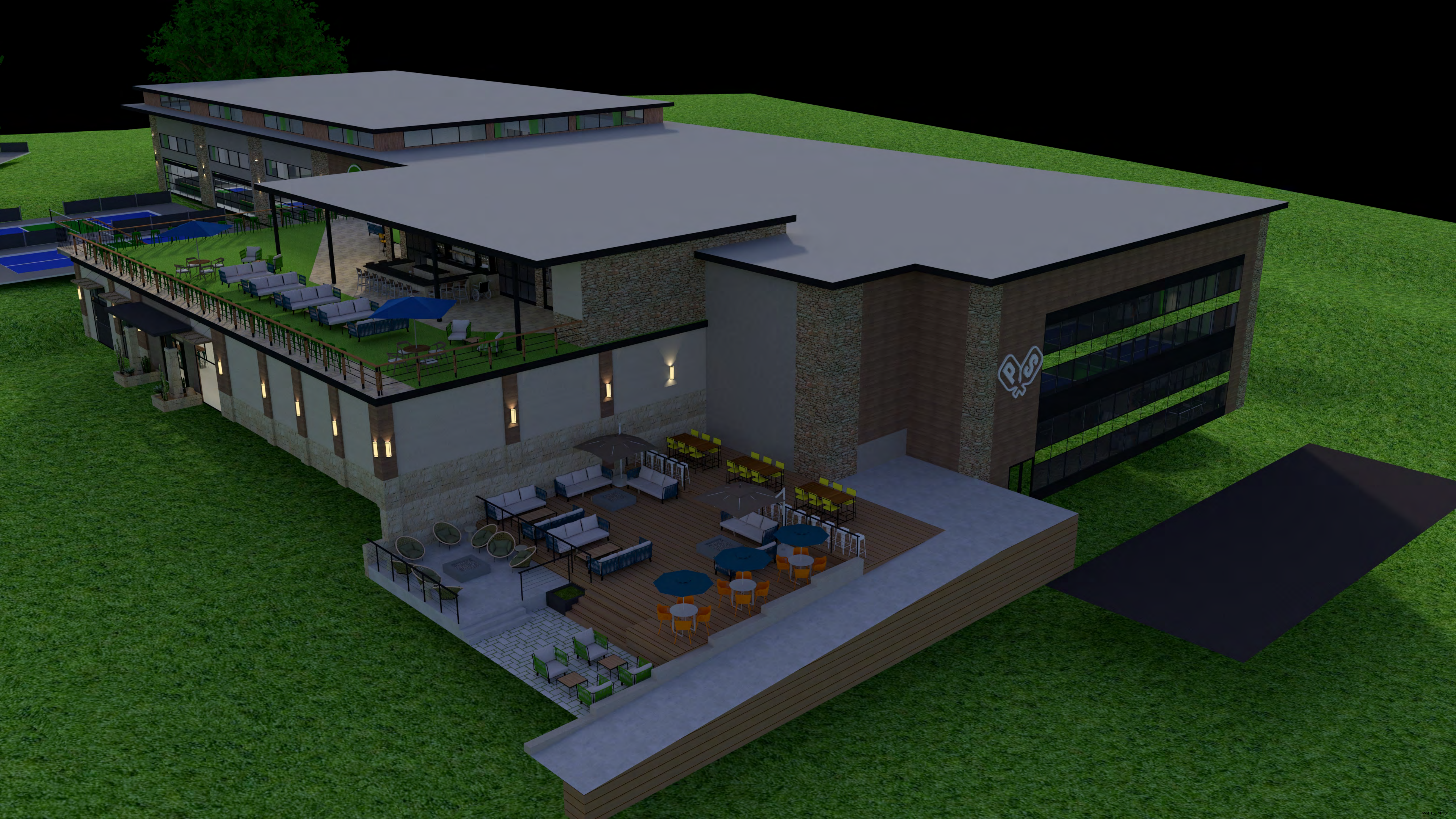
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Social Ventures
26 MILTON AVENUE
ALPHARETTA, GEORGIA 30009
OFFICE: (678) 802-4912

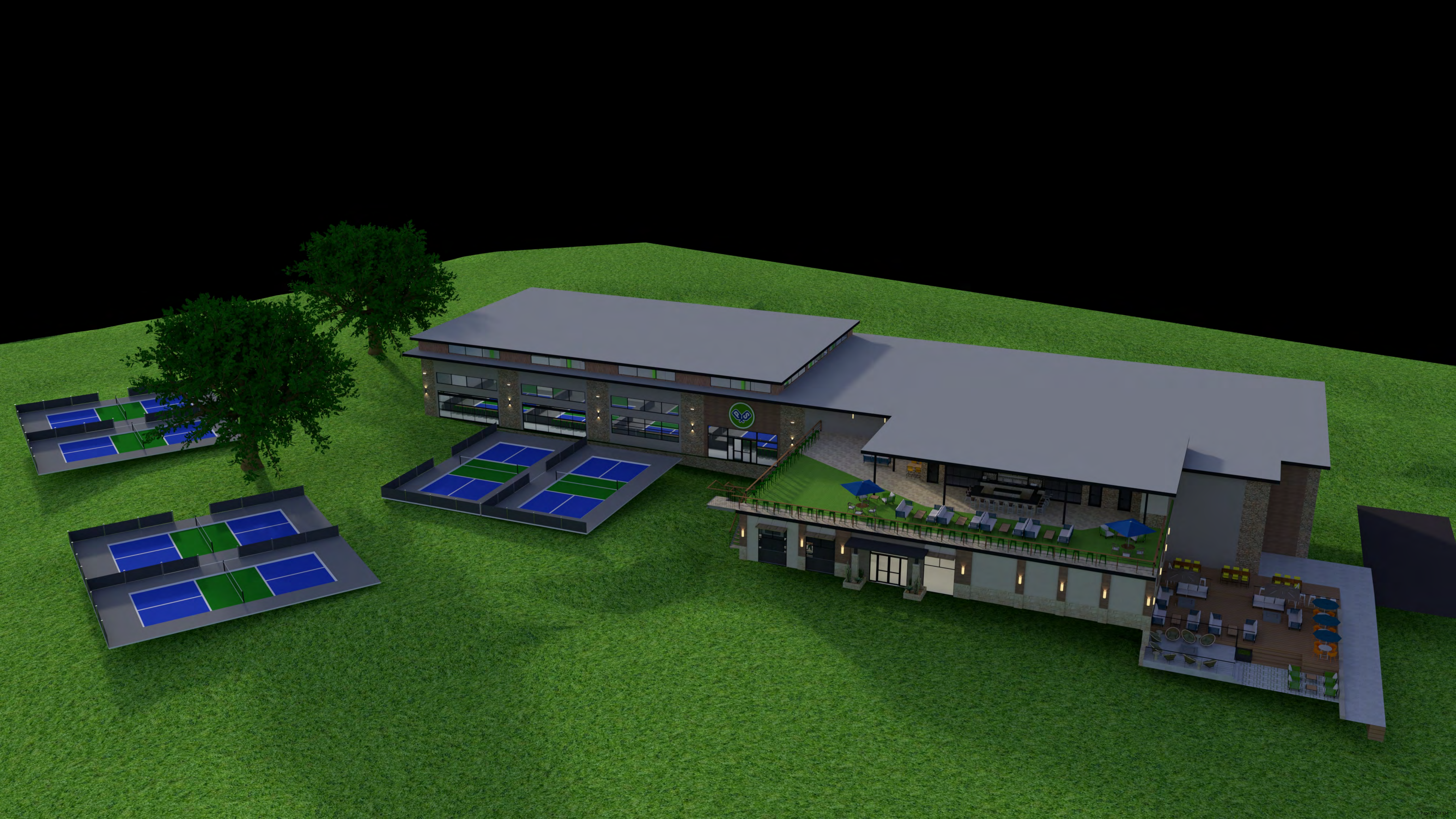
ZONING SITE PLAN
Alpharetta Pickle & Social
0 NORTH FULTON EXPRESSWAY
LAND LOT 753,754,797,798; 12TH DISTRICT
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1.0









SPECIMEN TREE REPORT

CITY OF ALPHARETTA

Client

Paradigm Engineering

Address

Rock Mill Road at
Haynes Bridge



Project

23041

Survey Date

6/8/2023

Alex Phillips
ISA Certified Arborist MA-4868A
Tree Risk Assessment Qualified
American Society of Landscape Architects



Canopy
Consultants
www.canopy-consultants.com
404.858.7471

Rock Mill Road

Specimen Tree Inventory

Some trees on a site warrant special consideration and encouragement for preservation. The intent of these specifications is to provide the necessary information to facilitate project design, plan review and enforcement processes. The City of Alpharetta Specimen tree specifications are organized by size:

- Flowering Understory trees over 8" DBH

- Sourwood trees over 10" DBH

- Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH

- Magnolia trees over 20" DBH

- Cedrus and Thuja trees over 20" DBH

- Overstory Hardwood over 24" DBH

- Poplars and Sweetgums trees over 30" DBH

- Pine trees over 30" DBH

Any tree that does not meet the following requirements as set forth by the International Society of Arboriculture shall be deemed poor in condition, a danger to human life and property and removed from the site.

- Life expectancy less than 15 years

- A trunk with visible decay

- More than one major and several minor dead limbs (hardwoods)

- Major insect or pathological problems

Landscape Tree Inventory

Landscape trees and trees of quality on a site may warrant consideration for preservation. Landscape trees include street trees, parking lot trees and boundary trees. Trees of quality include smaller non specimen trees that are in groupings or groves that have special interest and character.

Site Location

The site is located at the corner of Rock Mill Rd and Haynes Bridge. It is an assemblage of two vacant parcels with a storm water facility located at the center of the site. The North property line of the parcel borders Hwy 400 and the ROW is heavily wooded with mid sized Pines. The western side of the site has large specimen sized trees located throughout. Water Oaks, Walnuts and Pines are the dominant species. The Eastern



Rock Mill Road

Parcel is composed of smaller Pines and Water Oaks. A few smaller Walnuts meet Tree of Quality standards. The rest of the under story is mostly young Pines and Water Oaks. Wisteria Vine is a dominant ground cover and makes traversing the site challenging.

Definitions

Tree Number: Trees are tagged with an aluminum disk that shows a unique number to identify the tree.

Species: Trees are listed by a regional common name and botanical name.

Diameter at Breast Height (DBH): The diameter of a trunk at 4.5' above ground level. Measured in inches.

Condition:

Good: A specimen tree with healthy productive tip growth. A sound trunk with no visible damage or decay. No major limb loss and healthy branch unions. No visible insect or disease infestations. Life expectancy of more than 15 years.

Fair: A specimen tree with healthy but not vigorous tip growth. Less than 30% of crown is dead. No major dead limbs and no major trunk cavities or damage. Branch unions show some signs of stress. Tree is expected to live longer than 10 years.

Poor: More than 30% of the crown is dead or has significant tip die back. More than one major limb is dead and are large trunk cavities with visible decay. Severe insect or disease damage leading to immediate death. Roots are visible and show signs of decay and rot. Life expectancy is less than 5 years.

Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.

Invasive: Tree species whose native range is not within the Piedmont classification.

Hazardous: Severe or uncorrectable damage that will lead to a loss of property or life if there is tree failure.



Rock Mill Road

Specimen Tree Report

Tree #	Species	DBH	Condition	Comments
51	<i>Quercus nigra</i> Water Oak	34"	Good	Tree is in good health.
52	<i>Morus alba</i> Mulberry	34"	Poor	Poor 1: Split with included bark and trunk wound at split. Pic 1
2802	<i>Prunus serotina</i> Black Cherry	30"	Fair	Fair 1: Split with included bark. Pic 2
2803	<i>Quercus nigra</i> Water Oak	28"	Fair	Fair 2: Split at 10 Pic 3
2804	<i>Celtis occidentalis</i> Hackberry	24"	Fair	Fair 3: Minor trunk wounds at root flair. Pic 4
41	<i>Quercus nigra</i> Water Oak	30"	Poor	Poor 2: Split with included bark. Pic 5
2805	<i>Pinus spp</i> Pine	30"	Poor	Poor 3: Major trunk wound. Pic 6
2806	<i>Quercus nigra</i> Water Oak	24"	Poor	Poor 4: Major trunk wound. Pic 7
46	<i>Quercus nigra</i> Water Oak	52"	Fair	Fair 4: Multi-trunk with u split. Pic 8
47	<i>Quercus nigra</i> Water Oak	38"	Poor	Poor 5: Split with included bark. Pic 9
2807	<i>Quercus nigra</i> Water Oak	26"	Good	Tree is in good health.
2808	<i>Quercus nigra</i> Water Oak	24"	Good	Tree is in good health.
50	<i>Quercus nigra</i> Water Oak	35"	Good	Tree is in good health.
49	<i>Carya illinoensis</i> Pecan	27"	Fair	Fair 5: Split at 10 Pic 10



Rock Mill Road

Tree #	Species	DBH	Condition	Comments
48	<i>Quercus nigra</i> Water Oak	26"	Good	Tree is in good health.
45	<i>Quercus nigra</i> Water Oak	38"	Poor	Poor 6: Multi-trunk with included bark. Pic 11
44	<i>Quercus nigra</i> Water Oak	26"	Good	Tree is in good health.
43	<i>Quercus nigra</i> Water Oak	25"	Good	Tree is in good health.
2809	<i>Liriodendron tulipifera</i> Poplar	36"	Poor	Poor 7: Split with included bark and large trunk wound. Pic 12
2810	<i>Juglans nigra</i> Walnut	25"	Good	Tree is in good health.
42	<i>Juglans nigra</i> Walnut	27"	Good	Tree is in good health.

Total Specimen Sized Trees: 21

Good Condition: 9

Fair Condition: 5

Poor Condition: 7



Rock Mill Road



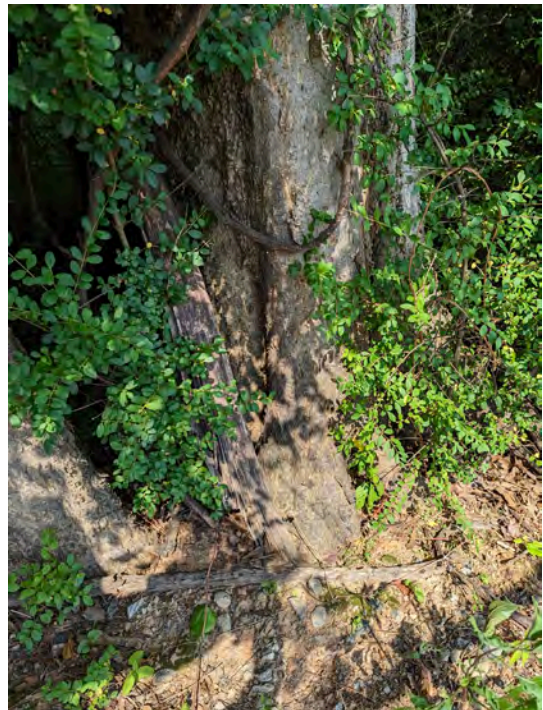
Pic 1: Split with included bark and trunk wound at split. Poor 1



Pic 2: Split with included bark. Fair 1



Pic 3: Split at 10'. Fair 2



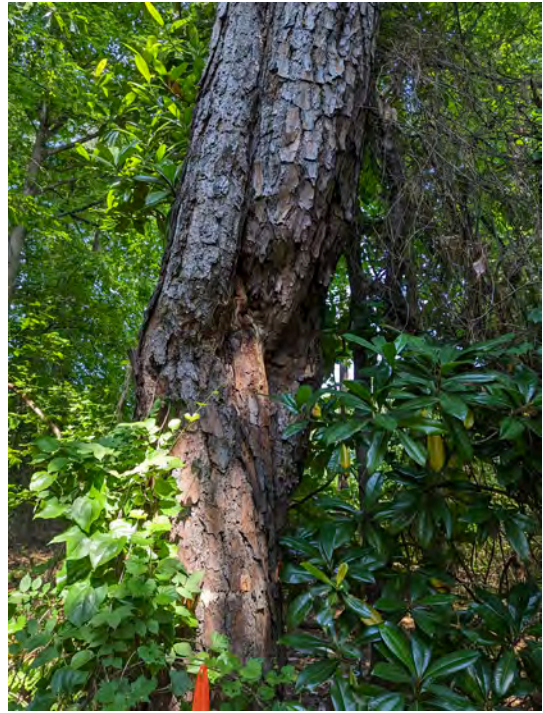
Pic 4: Minor trunk wounds at root flair. Fair 3



Rock Mill Road



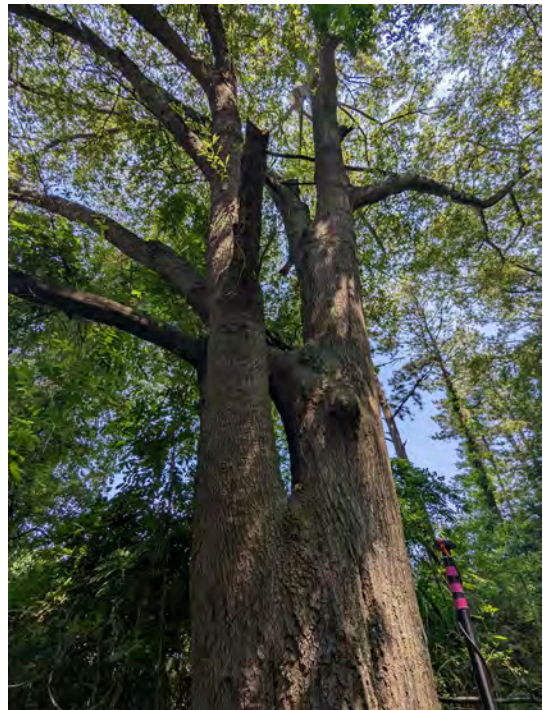
Pic 5: Split with included bark. Poor 2



Pic 6: Major trunk wound. Poor 3



Pic 7: Major trunk wound. Poor 4



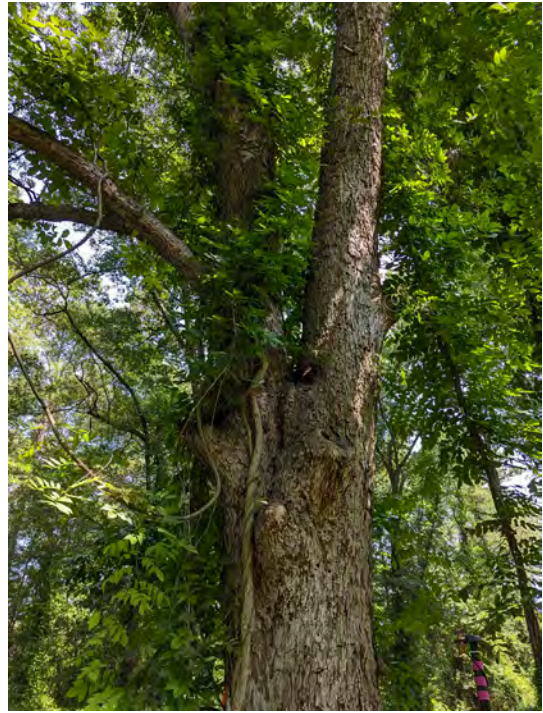
Pic 8: Multi-trunk with U split. Fair 4



Rock Mill Road



Pic 9: Split with included bark. Poor 5



Pic 10: Split at 10'. Fair 5



Pic 11: Multi-trunk with included bark. Poor 6



Pic 12: Split with included bark and large trunk wound. Poor 7



Rock Mill Road

Tree of Quality Report

Tree #	Species	DBH	Condition	Comments
1	<i>Juglans nigra</i> Walnut	22"	Good	Tree is in good health.
2	<i>Juglans nigra</i> Walnut	16"	Good	Tree is in good health.
3	<i>Juglans nigra</i> Walnut	14"	Good	Tree is in good health.

Tree of Quality Summary: There were three trees of Quality on site. The other small under story trees have defects or are a species that is not considered to be quality.

Landscape Tree Report

Landscape Tree Summary: There are no landscape trees on site.

Boundary Tree Report

Boundary Tree Summary: There are no boundary trees affected by the development of the project.





Memorandum

Date: July 25, 2023

From: Marc R. Acampora, PE

Subject: Trip Generation Study for Proposed Alpharetta Pickle and Social
Rock Mill Road at Haynes Bridge Road, City of Alpharetta, Georgia

The trip generation was calculated for a proposed multi-use development in the City of Alpharetta. The site is located on the north side of Rock Mill Road east of Haynes Bridge Road, as shown in Figure 1.



Figure 1 – Site Location Map

The proposed development will consist of a pickleball recreational facility with 22,300 square feet of indoor space including eight (8) pickleball courts and six (6) additional outdoor pickleball courts, a 14,000 square foot (including main restaurant and rooftop bar) high turnover restaurant, and 5,000 square feet of office. Additionally, a 24,000 square foot medical office building will also be located on the site. Vehicular access will be provided at one new full-movement driveway on Rock Mill Road. The site plan is presented in Figure 2.

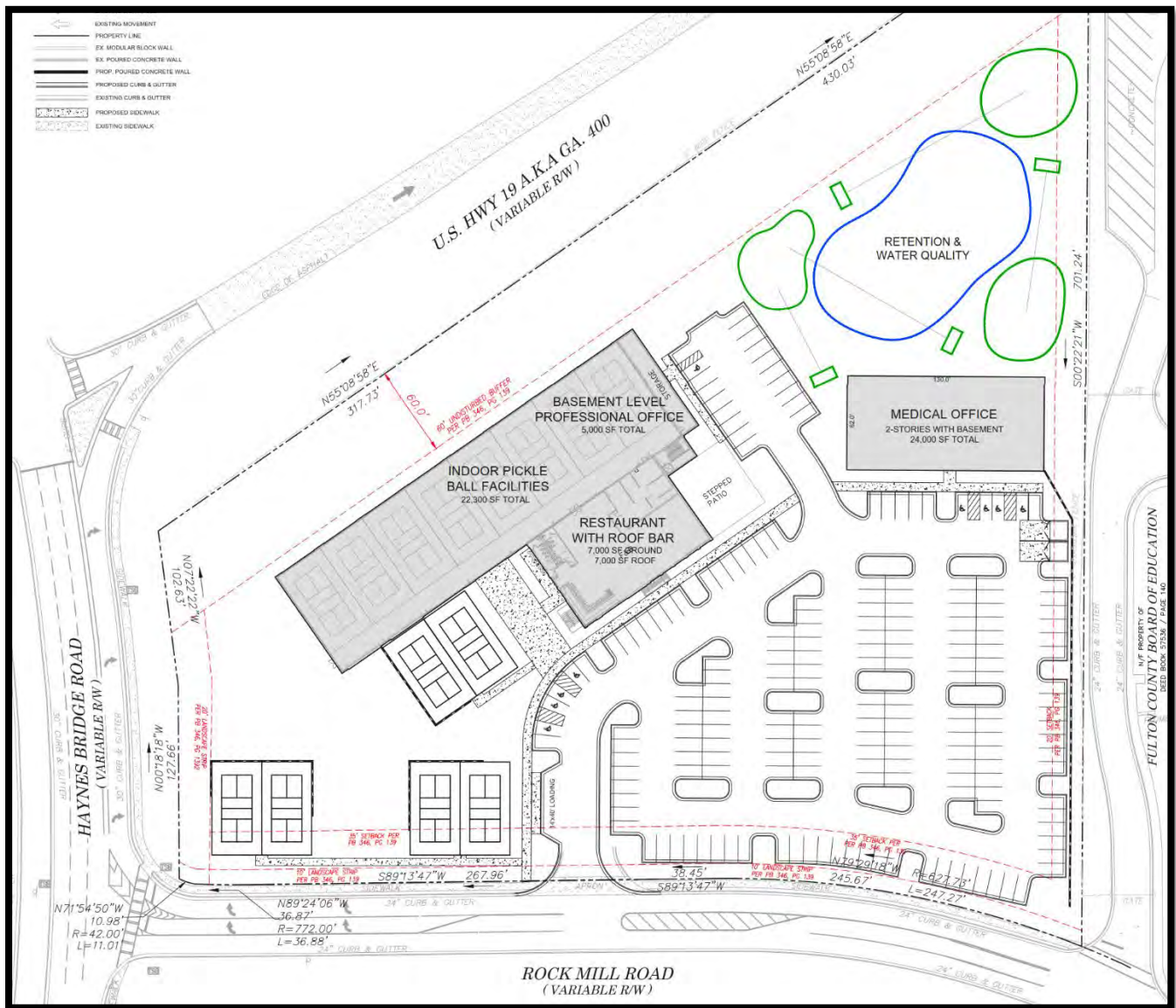


Figure 2 – Proposed Site Plan

The volume of traffic that will be generated by the proposed multi-use development was calculated using the equations and rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. ITE Land Use 491 – Racquet/Tennis Club was chosen as representative of the pickleball club. The ITE description for that use is as follows:

A racquet/tennis club is a privately-owned facility that primarily caters to racquet sports (tennis, racquetball, pickleball, handball, squash) both indoor and outdoor. This land use may also provide ancillary facilities, such as a whirlpool, sauna, spa, weight room, snack bar, or retail store. Some sites offer daycare. Some sites offer competitive team sports. These facilities are membership clubs that may allow access to the general public for a fee.

The independent variable for the racket/tennis club data could be courts or square footage. For the p.m. peak hour and daily trips, courts was chosen and the total number of indoor and outdoor courts (14 total) was used. There was no data available for the a.m. peak hour based on the number of courts. Using the club square footage (22,300 ft²) for the a.m. peak hour yielded data for the a.m. peak hour of the generator, which may be higher than the project's trips for the a.m. peak hour of adjacent street traffic. However, these volumes are modest and the building square footage is somewhat independent of the fact that there are six additional outdoor courts, which could potentially produce additional trips, so the peak hour of generator data was considered a reasonable representation of the a.m. peak hour for the adjacent street trips.

ITE Land Use 932 – High-Turnover (Sit-Down) Restaurant was chosen for the restaurant while ITE Land Use 712 – Small Office Building was selected for the office use. The restaurant trips were adjusted for pass-by trips. These are trips that are already passing the site now, and will chose to stop at the restaurant to dine then continue to their final destination. Based on pass-by data in the ITE *Trip Generation Handbook*, 3rd Edition, a pass-by percentage of 43% was applied to the restaurant raw trips for all time periods.

The trips for the Medical Office Building were developed using ITE Land Use 720 – Medical-Dental Office Building.

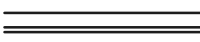
The trip generation for the project is summarized in Table 1.

Table 1 – Alpharetta Pickle and Social Rock Mill Road Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Racquet/Tennis Club	491	22,300 ft ² / 14 courts	16	17	33	27	26	53	388
Office	712	5,000 ft ²	7	15	22	16	12	28	354
Restaurant Raw Trips	932	14,000 ft ²	74	60	134	77	50	127	1,502
-pass-by trips		-43%	<u>-32</u>	<u>-26</u>	<u>-58</u>	<u>-33</u>	<u>-22</u>	<u>-55</u>	<u>-646</u>
Restaurant New Trips			<u>42</u>	<u>34</u>	<u>76</u>	<u>44</u>	<u>28</u>	<u>72</u>	<u>856</u>
<i>Pickle & Social New Trips</i>			65	66	131	87	66	153	1,598
Medical Office Building	720	24,000 ft ²	53	14	67	28	67	95	924
Total Project New Trips			118	80	198	115	133	248	2,522

The proposed multi-use development will generate 198 new trips in the morning peak hour, 248 new trips in the evening peak hour, and 2,522 daily trips.

LEGEND

	EXISTING LIGHT POLE
	EXISTING MOVEMENT
	PROPERTY LINE
	EX. MODULAR BLOCK WALL
	EX. POURED CONCRETE WALL
	PROP. POURED CONCRETE WALL
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
	PROPOSED SIDEWALK
	EXISTING SIDEWALK

[illegible]

ADDRESS: 0 NORTH FULTON EXPRESSWAY
PARCEL NO. 12-2860-0798-1871 (24.55 AC)
PARCEL NO. 12-2860-0798-1889 (3.79 AC)

GROSS SITE AREA: 272,142 SF (6.25 ACRES)

ZONING:
CURRENT ZONING: C-4 COMMERCIAL SMALL TRACTS
ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA

PROPOSED USE:
22,300 SF INDOOR COURT FACILITY
8 INDOOR PICKLE BALL COURTS
7 OUTDOOR PICKLE BALL COURTS
14,000 SF RESTAURANT FACILITY (INDOOR & OUTDOOR SPACE)
5,000 SF PROFESSIONAL & BUSINESS OFFICE
8,100 SF RESTAURANT

MAXIMUM COVERAGE BY PRINCIPAL BUILDINGS: 90% (245,468 SF)
PROPOSED BUILDING COVERAGE: 14% (37,800 SF)

MAXIMUM BUILDING HEIGHT: 40 FEET
PROPOSED BUILDING HEIGHT: 38 FEET

MINIMUM CIVIC AREA: 10% (27,214 sf)
CIVIC AREA AS POCKET PARK: 16,300 SF
CIVIC AREA AS PLAZA: 10,890 SF; 17,800 SF
TOTAL PROPOSED CIVIC AREA: 13% (36,200 SF)

MINIMUM AMENITY SPACE: 5% (13,607 sf)
TOTAL AMENITY AS OUTDOOR COURTS: 7% (19,200 SF)

SETBACKS:
HAYNES BRIDGE ROAD: 20' LANDSCAPE STRIP
ROCK HILL ROAD: 35' BUILDING SETBACK, 10' LANDSCAPE STRIP
U.S. HWY 19 (A.K.A. GA 400): 60' UNDISTURBED BUFFER
SITE YARD: 20' SETBACK

PARKING SPACE REQUIRED			
Stand Alone Restaurant	Area Square Footage	Number of Spaces Per 1000 sf	Required Parking
Restaurant	8,100	10	81
Subtotal for Restaurant Use			81
Pickle & Social Facilities	All	Area Square Footage	Number of Spaces Per 1000 sf
Patron Use Areas			Required Parking
Spectator Area	6,300	2	13
8 Interior Courts (2,000 sf/court)	16,000	2	32
7 Outdoor Courts (2,000 sf/court)	14,000	2	28
Restaurant & Roof Top Bar	14,000	5	70
Subtotal for Pickle & Social Facilities			143
Professional & Business Office	Area Square Footage	Number of Spaces Per 1000 sf	Required Parking
Competitive Social Offices	5,000	4	20
Subtotal for Professional Office			20
Total Required Parking (Restaurant + Pickle Ball Facilities + Office)			244
Total with North Point Overlay 20% Reduction			195
PARKING SPACE PROVIDED			
Regular Parking Spaces			187
Handicap Parking Spaces			8
TOTAL PROVIDED PARKING			195

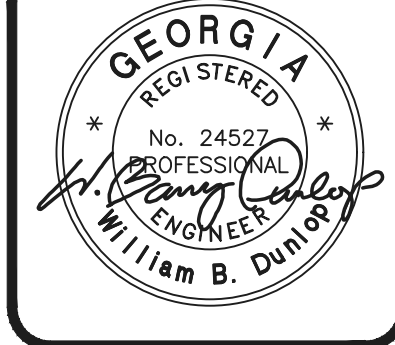


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(IN FEET)

1 inch = 30 ft.



 **paradigm**
Engineering Services, Inc.
Seven Dunwoody Park
Suite 115
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2314
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	11/6/2021
Scale:	1" = 30'

[illegible]

Competitive
Social Ventures
26 MILTON AVENUE
LPHARETTA, GEORGIA 30004
OFFICE: (678) 802-4912

OVERALL GRADING PLAN
Alpharetta Pickle & Social

Alpharetta Pickle & Social
0 NORTH FULTON EXPRESSWAY
LAND LOT 753,754,797,798; 12TH DISTRICT
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z 1.0



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 13, 2023

AGENDA ITEM: V-23-22 CHICK-FIL-A/4285 STATE BRIDGE ROAD

The applicant, CPH, Inc., is requesting variances to allow for a scrape and rebuild of an existing Chick-fil-A with drive-through in order to enhance operations. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the parking length for a parking lot landscape island, and eliminate the required tree in certain parking lot landscape islands. The subject property is located at 4285 State Bridge Road on the south side of State Bridge Road and west of Kimball Bridge Road.

PLANNING COMMISSION RECOMMENDATION:

Approve V-23-22 Chick-fil-A/4285 State Bridge Road, subject to the following conditions:

1. Property shall be developed substantially in accordance with the site plan prepared by CPH, revised 10/2/23, except for modifications required to comply with the conditions below.
2. Building shall have significant architectural details on all 4 sides and shall be substantially similar to the location at Avalon or North Point, final approval by DRB. Awnings shall be black and windows along State Bridge Road shall have a transparent transom, final approval by DRB.
3. Front building setback and landscape strip along State Bridge Road shall be as depicted on the site plan prepared by CPH, revised 10/2/23.
4. Required parking shall be provided as depicted on the site plan prepared by CPH, revised 10/2/23.
5. Parking lot landscape islands shall be provided and planted as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23, including eliminating required trees in 3 landscape island locations.
6. Developer shall plant the planter along State Bridge Road with a continuous row of shrubs or grasses min. 2' tall at time of planting, final approval by DRB.
7. Foundation plantings, in-ground and/or in pots, shall be required on all sides of the building, final approval by DRB.
8. Low wall along State Bridge Road and project driveway shall have a brick or stone exterior and shall be heavily landscaped, including shrubs and vines and/or climbing landscaping, final approval by DRB.
9. Vines and/or climbing landscaping shall be required on all columns of the order canopy and drive-through pick-up structure, final approval by DRB.
10. Trees shall be saved as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23.
11. Minimum 350 square foot outdoor seating area shall be provided.
12. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by Staff. Existing non-conforming pole sign shall be removed. Monument sign shall not be a sign cabinet, shall not be internally illuminated, and shall have a maximum height of 6'.
13. Dumpster enclosure shall be designed with materials that are compatible with the primary building and shall be heavily screened with landscaping from the adjacent right-of-way, final approval by DRB.
14. If additional stormwater measures are necessary, they shall be aesthetically pleasing and bioswales shall be used where feasible. Run-off reduction shall be addressed with green stormwater BMPs, as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for a scrape and rebuild of an existing Chick-fil-A with drive-through in order to enhance operations. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the parking length for a parking lot landscape island, and eliminate the required tree in certain parking lot landscape islands. The subject property is located at 4285 State Bridge Road on the south side of State Bridge Road and west of Kimball Bridge Road.

The 1.48-acre property is zoned C-1 (Neighborhood Commercial) and was developed in 1997 with a 4,208 square foot Chick-fil-A restaurant with drive-through. Surrounding properties are zoned C-1, except that the property to the southwest is zoned CUP (Community Unit Plan). Shell gas station is located to the east, Wendy's is located to the northwest, Publix is located to the west, Park Brooke is located to the southwest and Honda Carland Service is located to the south. The comprehensive land use plan designation of the property is 'Commercial'.

The applicant states that the variances are requested in an effort to redevelop the property to enhance operations and customer experience. The applicant requests the following variances from the Unified Development Code (UDC):

- UDC Subsection 2.2.14 (D), C-1 Neighborhood Commercial, District Regulations. Variance to reduce the front building setback along State Bridge Road from 65' to 50'. The existing front building setback is approximately 60'.
- UDC Subsection 3.2.8 (D), Tree Replanting, Buffer, and Landscape standards, Landscape Strips. Variance to reduce the landscape strip along State Bridge Road from twenty-feet (20') to sixteen-feet (16'). The existing landscape strip along State Bridge Road varies from approximately nine-feet (9') to fourteen-feet (14').
- UDC Subsection 2.5.1 (B), Number of Vehicle parking spaces required, Business uses. Variance to reduce the required parking for a restaurant from 46 spaces to 41 spaces, or an eleven percent (11%) reduction.
- UDC Subsection 3.2.8 (C), Tree Replanting, Buffer, and Landscape standards, Parking Lot Landscaping. Variance to increase the parking length for a parking lot landscape island from 72' to 110' and to eliminate the required parking lot tree island tree in three (3) locations. The existing site does not comply with parking lot landscape island requirements in several locations.

SITE PLAN

The 1.48-acre site is currently developed with a one (1) story, 4,138 square foot Chick-fil-A restaurant with drive-through. Surface parking and a drive-through facility surround the building. The drive-through facility was upgraded several years ago with a two (2) lane entrance and there are 52 surface parking spaces on the property. The site plan depicts the existing building to be demolished and rebuilt with a one (1) story, 4,622 square foot building which is pulled up to State Bridge Road with surface parking behind. A double-lane drive-through facility, consisting of an order point canopy on the south side of the building and order pick-up structure on the north side of the building. The double-lane drive-through is located between the building and State Bridge Road. A low wall is depicted between the outer drive-through lane and the landscape strip along State Bridge Road. Vehicular access will remain from an existing shared driveway on State Bridge Road for the Publix Shopping Center.

The width of the landscape strip along State Bridge Road has been increased, but pinches down to sixteen feet (16') at the northern corner of the property near the project driveway. A pedestrian connection is depicted from the sidewalk on State Bridge Road to the front door of the building along the project driveway.

UDC Section 2.5 Parking and Loading, requires one (1) parking space per 100 square feet of the entire restaurant facility, or 46 parking spaces for the applicant's proposal. The site plan depicts 41 parking spaces to serve the site.

A tree survey, tree assessment, and landscape plan were provided identifying several trees on the property. None of the trees in the rear buffer area are proposed to be impacted or removed. The landscape plan depicts six (6) of 28 trees identified on the site to be removed. It appears that the site is serviced by a master stormwater facility for the Publix shopping center.

BUILDING ELEVATIONS

The applicant provided conceptual renderings of the proposed Chick-fil-A building, which depict a 1-story building with a brick exterior and flat roof. Two (2) brick colors are proposed on the building, which appear to be beige and off white. Staff reviewed the conceptual renderings and have the following comments:

- Color palette and design appears to be typical, recommend a building design similar to Avalon or North Point
- Windows along State Bridge Road should not be completely opaque, transom should be transparent
- Drive-through pick-up structure is too heavy, recommend green wall at entry and exit, as well as vines/climbing landscaping on the elevation facing project driveway
- Creative signage, such as painted signs and blade/perpendicular signs are recommended

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 applicant's proposal represents redevelopment of an existing site. The property has road frontage along State Bridge Road, as well as drive aisles on its north and west side which makes it difficult to screen surface parking and drive-through facilities. If approved, conditions are recommended requiring landscape enhancements along the property frontage, as well as high quality building design and materials to improve aesthetics and screening.

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

Response: The applicant's proposal represents redevelopment of an existing site, which is currently legal non-conforming with respect to the front building setback, landscape strip along State Bridge Road, and parking lot landscape islands. Application of the Ordinance would significantly limit the applicant's ability to redevelop the site due to the existing drive aisle and buffer area at the rear of the property.

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

Response: The applicant's proposal represents redevelopment of an existing site. The property has road frontage along State Bridge Road, as well as drive aisles on its north and west side which makes it difficult to screen surface parking and drive-through facilities. If approved, conditions are recommended requiring landscape enhancements along the property frontage, as well as high quality building design and materials to improve aesthetics and screening.

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

Response: Approval of the requested variances should not cause substantial detriment to the public good, if conditions are approved requiring landscaping enhancements along the property frontage and high-quality building design and materials to improve aesthetics and screening.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established criteria for a variance. The proposal represents redevelopment of an existing site, which is currently legal non-conforming with respect to the front building setback, landscape strip along State Bridge Road, and parking lot landscape islands. The property has road frontage along State Bridge Road, as well as drive aisles on its north and west side which makes it difficult to screen surface parking and drive-through facilities. If approved, conditions are recommended requiring landscape enhancements along the property frontage, as well as high quality building design and materials to improve aesthetics and screening.

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 comments were received from an adjacent resident in Park Brooke confirming that the changes were limited to the front of the property.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on October 11, 2023. There were no public comments.

ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Latest Site Plan
- Latest Landscape Plan
- Latest Rendering
- CZIM
- Citizen Part B
- Application

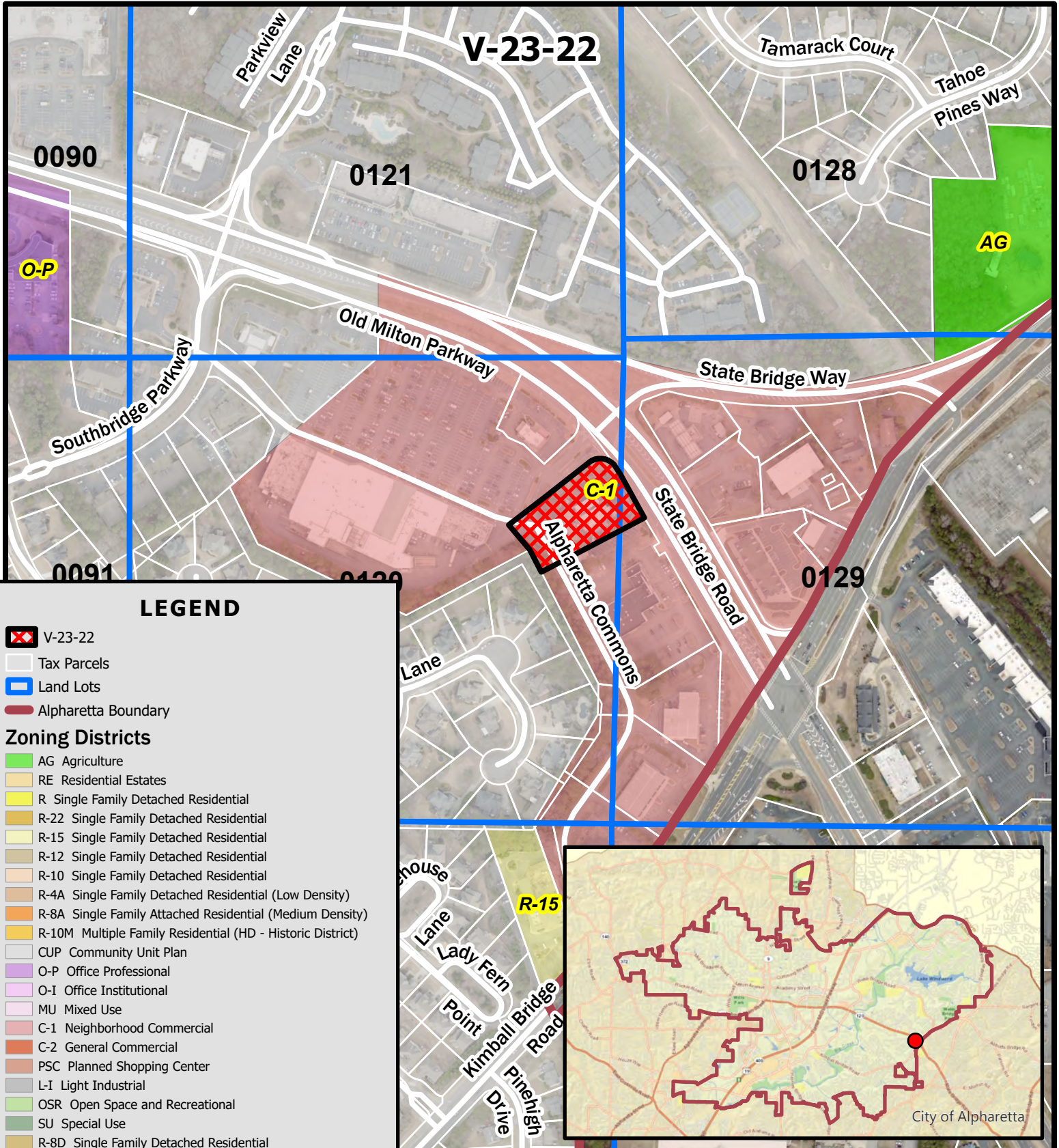


V-23-22
D/LL: 1/1/120, 129
CC: 11/13/23



Aerial Map
Chick-fil-A
4285 State Bridge Road

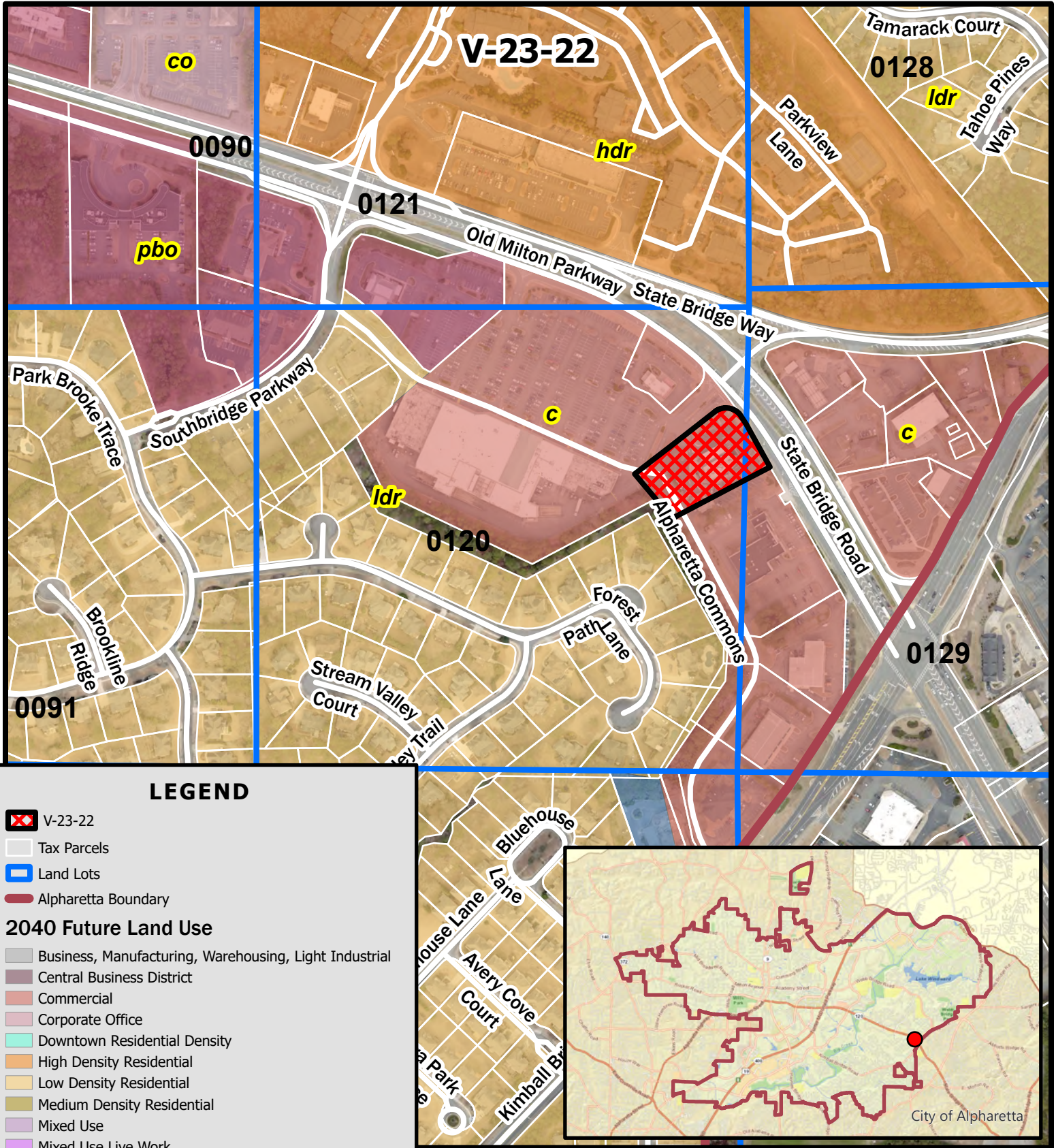
Location Map Provided by:
Community Development - GIS
 Page 170 of 334



V-23-22

D/LL: 1/1/120, 129

CC: 11/13/23



LEGEND

V-23-22

Tax Parcels

Land Lots

Alpharetta Boundary

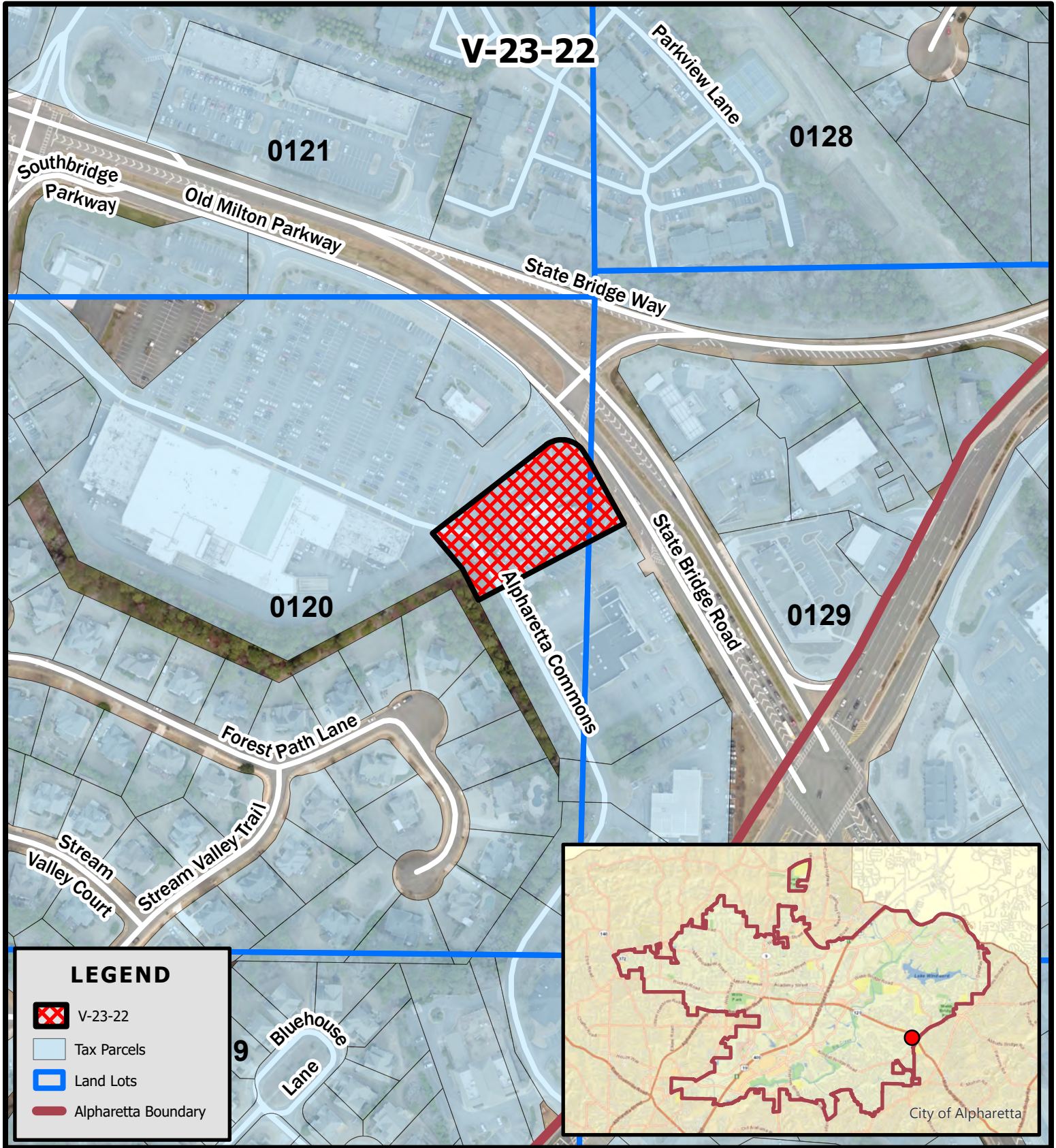
2040 Future Land Use

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

Future Land Use Map
Chick-fil-A
4285 State Bridge Road

V-23-22
D/LL: 1/1/120, 129
CC: 11/13/23





V-23-22

D/LL: 1/1/120, 129

CC: 11/13/23

CITY OF ALPHARETTA LANDSCAPE NOTES:

The City Arborist must inspect the site before installation of erosion control measures. Land disturbance without a site inspection and approval by the City Arborist will result in a "Stop-Work Order" and fines.

If tree survey inaccuracies are found on-site, a stop work order will be issued until revised plans are approved and processed based on accurate information.

Design Landscape Architect or Project Arborist will inspection, verify, and approve the landscape has been planted per the approved plans and city standards prior to contacting the City Arborist for a CO inspection.

Trees agreed upon to be saved are the responsibility of the owner.

A 4" layer of mulch is required for the CRZ of Specimen Trees, Trees of Quality, and Tree Groupings. Mulch must be applied prior to start of construction and shall not touch the trunk of the tree(s).

A minimum 2" layer of mulch is required for all existing, non-specimen, landscape trees, including street and parking lot trees. Mulch must be applied prior to start of construction and shall not touch the trunks of tree(s).

All mulch must be organic consisting of wood chips, shredded bark, pine needles, or similar. Synthetic mulch is not approved for use in the City of Alpharetta.

All newly planted trees shall have visible root flares at finished grade. No circling roots shall be allowed on planted trees. The upper two rings of the wire basket, all burlap, and strapping MUST be cut and removed prior to backfill.

Plant sizes (caliper and height) MUST match the sizes on the plans. Plants that do not meet these minimums will not be accepted. E.g. 3 inch caliper trees must be 3 inches or large. Plant height measurement is taken at the top of the main body of the plant and not at the tip of the topmost growth.

All newly planted trees shall be equivalent in quality to a Florida #1 grad or better. All trees of lesser quality shall be rejected by the City Arborist.

Watering bags or a drip irrigation system MUST be provided for all trees immediately after planting and remain through establishment.

When watering bags are used manufacturers recommendations MUST be followed for proper sizing and watering schedules. Bags will be filled weekly by owner and during droughts for a minimum of 18 months after installation.

NO TRENCHING ALLOWED IN TREE SAVE AREAS INCLUDING IRRIGATION.

Tree pit drainage testing is required when trees are planted in parking lot islands, sidewalk tree pits, roadway medians, or similar locations. Please refer to City Details regarding planting pit or landscape island construction. Fill each pit with water. If percolation is less than 100% within a 12 hour period, use an auger to drill a 10" hole to a depth of four feet below the bottom of the pit. Fill hole with drainage gravel and cover with a soil separation. Retest pit. If drainage is still unsatisfactory, City Arborist and Project Arborist must be notified in writing of the locations with poor drainage to provide a solution before planting. Testing results must be provided to the City Arborist.

All buffers shall be planted where sparse sand code required screening shall be installed in order to create a year round opaque screen within 2 years of construction or as directed by the City of Alpharetta. During construction or at the time of CO the City may require additional plantings to meet these requirements above what is shown on the approved landscape plan.

All tree anchoring devices shall be removed from tree after one complete growing season or one year after planting, whichever is greater.

Property owner shall be responsible for the care and maintenance of the trees and landscaping that front their property within the ROW.

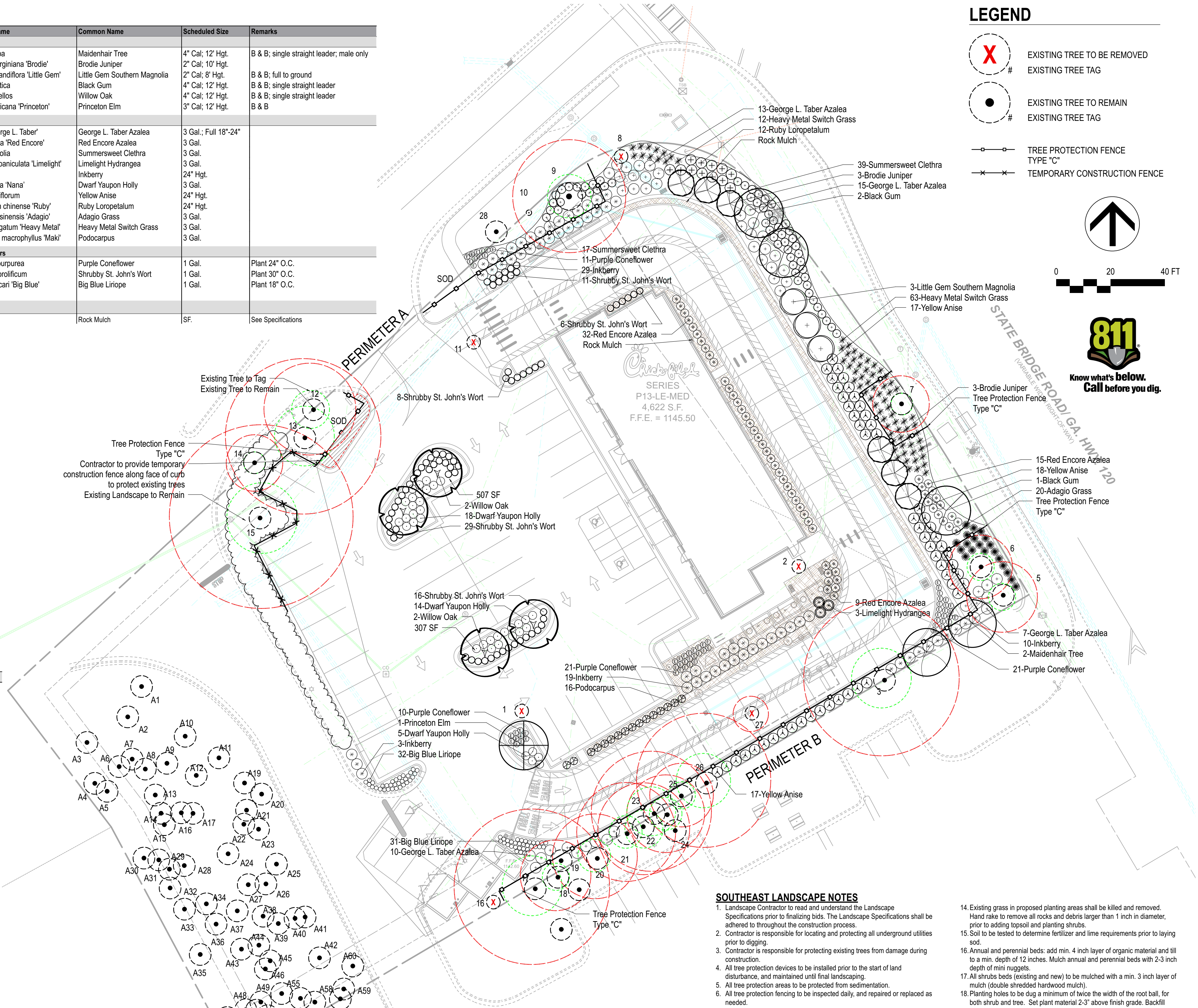
Landscape contractors are required to attend the City of Alpharetta Pre-Construction class prior to beginning work on any project. Please call (678) 297-6070 for information and to reserve a pot.

LANDSCAPE REQUIREMENTS

A. SITE DENSITY									
REQUIRED									
1.	130 inches per acre								192 inches required
	1.48 acres x 130 inches								
	See sheet L-001 for Existing Trees and total inches to remain								
2.	No more than 25% of the trees planted shall be the same genus								5 max of any one tree genus
	No less than 50% of the trees planted shall be native								10 native trees minimum
	No less than 40% of the trees planted shall be overstory trees								8 overstory trees minimum
	No less than 40% of all landscaping planted shall be native								174 native shrubs required
PROVIDED									
1.	QTY	TREE	SIZE (INCHES)	NATIVE	OVERSTORY			TOTAL	PERCENTAGE
	3	EXISTING INCHES						500	
	6	GINKGO	4					12	15%
	3	BRODIE JUNIPER	2	6				12	30%
	3	LITTLE GEM MAGNOLIA	2	3				6	15%
	3	BLACK GUM	4	3	3			12	15%
	4	WILLOW OAK	4	4	4			16	20%
	1	PRINCETON ELM	3		1			3	5%
20	TOTAL							561 inches provided	
								16 native trees provided	
								8 overstory trees provided	
	QTY	SHRUBS		NATIVE					
	45	GEORGE L. TABER AZALEA		45					
	56	RED ENCORE AZALEA							
	57	CLETHRA		57					
	3	LIMELIGHT HYDRANGEA							
	61	INKBERRY		61					
	37	DWARF YAUPON HOLLY		37					
	52	YELLOW ANISE		52					
	12	LOROPETALUM							
	20	ADAGIO GRASS							
	75	HEAVY METAL SWITCH GRASS		75					
	16	PODOCARPUS							
434	TOTAL							327 native shrubs provided	
B. PARKING LOT SCREENING									
REQUIRED									
1.	200 SF of landscape island is required at the end of each parking bay								
	And each 72 feet of single parking length								
	(1) 2" Cal shade tree per landscape island; turf grass will not be accepted in islands								
PROVIDED									
1.	See plan for landscape island SF and landscape								
C. LANDSCAPE STRIPS									
REQUIRED									
1.	10' width of landscape strip along public right-of-ways and private roads								
	(1) 4" Cal shade tree per 40 LF of frontage; ornamental trees shall be 3" Cal								
	State Bridge Road: 217 LF / 40 LF x 1 tree							5 street trees required	
	Perimeter A: (211 LF - 40 LF) / 40 LF x 1 tree							4 street trees required	
2.	5' width of landscape strip along property lines which do not adjoin a public right-of-way								
	(1) 4" Cal shade tree per 50 LF; 24" Hgt shrubs								
	Perimeter B: 282 LF / 50 LF x 1 tree							6 perimeter trees required	
PROVIDED									
1.	State Bridge Road: 3 trees existing, 3 black gum							6 street trees provided	
	Perimeter A: 4 trees existing							4 street trees existing	
2.	Perimeter B: 4 tree existing, 2 ginkgo							6 perimeter trees provided	

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
2	Ginkgo biloba	Maidenhair Tree	4" Cal; 12' Hgt.	B & B; single straight leader; male only
6	Juniperus virginiana 'Brodie'	Brodie Juniper	2" Cal; 10' Hgt.	
3	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	2" Cal; 8' Hgt.	B & B; full to ground
3	Nyssa sylvatica	Black Gum	4" Cal; 12' Hgt.	B & B; single straight leader
4	Quercus phellos	Willow Oak	4" Cal; 12' Hgt.	B & B; single straight leader
1	Ulmus americana 'Princeton'	Princeton Elm	3" Cal; 12' Hgt.	B & B
Shrubs				
45	Azalea 'George L. Taber'	George L. Taber Azalea	3 Gal.; Full 18"-24"	
56	Azalea indica 'Red Encore'	Red Encore Azalea	3 Gal.	
56	Clethra alnifolia	Summersweet Clethra	3 Gal.	
3	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 Gal.	
61	Ilex glabra	Inkberry	24" Hgt.	
37	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 Gal.	
52	Illicium parviflorum	Yellow Anise	24" Hgt.	
12	Loropetalum chinense 'Ruby'	Ruby Loropetalum	24" Hgt.	
20	Miscanthus sinensis 'Adagio'	Adagio Grass	3 Gal.	
75	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	3 Gal.	
16	Podocarpus macrophyllus 'Maki'	Podocarpus	3 Gal.	
Groundcovers				
63	Echinacea purpurea	Purple Coneflower	1 Gal.	Plant 24" O.C.
70	Hypericum prolificum	Shrubby St. John's Wort	1 Gal.	Plant 30" O.C.
63	Liriope muscari 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 18" O.C.
Other				
2,245	Rock Mulch	Rock Mulch	SF.	See Specifications



NO TREE SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT.

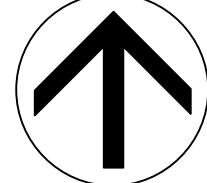
ALL TREES MUST BE PLANTED OUTSIDE OF ANY UTILITY EASEMENTS, UNLESS APPROVED BY THE CITY ARBORIST OR UTILITY PROVIDER. This pertains to ALL utilities (water, sewer, gas, fiber optic, electric, etc.).

SOUTHEAST LANDSCAPE NOTES

- Landscape Contractor to read and understand the Landscape Specifications prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
- Contractor is responsible for locating and protecting all underground utilities prior to digging.
- Contractor is responsible for protecting existing trees from damage during construction.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- All tree protection areas to be protected from sedimentation.
- All tree protection fencing to be inspected daily, and repaired or replaced as needed.
- No parking, storage or other construction activities are to occur within tree protection areas.
- All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
- General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
- In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Any deviations from the approved set of plans are to be approved by the Landscape Architect.
- Landscape shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING TREE TAG
- EXISTING TREE TO REMAIN
- EXISTING TREE TAG
- TREE PROTECTION FENCE
- TYPE "C"
- TEMPORARY CONSTRUCTION FENCE



0 20 40 FT



Know what's below. Call before you dig.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel



CHICK-FIL-A
ALPHARETTA COMMONS
4285 STATE BRIDGE ROAD
ALPHARETTA, GEORGIA 300022

FSU# 00686

REVISION SUMMARY
NO. DATE BY DESCRIPTION

1 10/22/23 1 LANDSCAPE COMMENTS

MLD PROJECT # 2023214

PRINTED FOR PERMIT

DATE 8/17/23

DRAWN BY KCN

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.

SHEET

PERMIT Landscape Plan

SHEET NUMBER

L-100











Community Zoning Information Meeting (CZIM)

October 13, 2023

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

V-23-22 / Chick-fil-A/4285 State Bridge Road

NAME	ADDRESS	COMMENTS
	No Comments	

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: **Chick-fil-A Alpharetta Commons**

Contact Name: **Jason Toole, P.E.**

Telephone: **850-563-1490**

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.

Jason Toole / CPH has received the following attachments in correspondence to the letter received for the proposed changes at 4285 State Bridge Road, Alpharetta, GA 30022.

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

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

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

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

Signature of Authorized Agent: _____



Digitally signed by Jason L Toole
DN: C=US, O=Florida,
dnQualifier=AD1410C0000017E5468FDBE00018735, CN=Jason L Toole
Reason: I am the author of this document
Location: Florida
Date: 2023.10.18 12:22:03-05'00'
Exit: PhantomPDF Version: 10.1.0

Date: _____

10-18-2

Print Form

September 11, 2023

Jason Toole, P.E., LEED AP
1031C W. 23rd Street
Panama City, FL 32405

RE: Chick-fil-A Alpharetta Commons, Case #: V-23-22

Dear Property Owner:

Please allow this letter to serve as public notice for a **Variance** request at **4285 State Bridge Road, Alpharetta, GA 30022** to:

1. Reduction of required front set back from 65' to 45'.
2. Reduction of required front landscape buffer from 20' to 10'.
3. Reduction of the required parking from 50 parking spaces to 39 parking spaces.
4. Reducing the required landscape island from one every 72' of parking row to one every 110' of parking row, and waving the one tree per island requirement in three locations.

The Community Zoning Information Meeting (CZIM) for this request will be held on **Wednesday, October 11, 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 City Council on **Monday, November 13, 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 jtoole@cphcorp.com or (850) 563-1490.

Sincerely,

Jason Toole, P.E., LEED AP

From: [Toole, Jason L. \(P.E.\)](#)
Sent: Wednesday, October 11, 2023 9:08 PM
To: [Galarza, Melissa](#)
Cc: [Toole, Jason L. \(P.E.\)](#)
Subject: C29161 - FW: Case # V-23-22
Attachments: 812 Forest Path Lane.pdf

Melissa,
Michael Woodman said that we needed to include this email and response in our Citizen Participation Form – Part B that is due to the City by 10/24

Jason Toole, P.E., LEED AP
Chief Revenue Officer
o 850.563.1490 (Ext.4801)
c 850.774.9575
jtoole@cphcorp.com



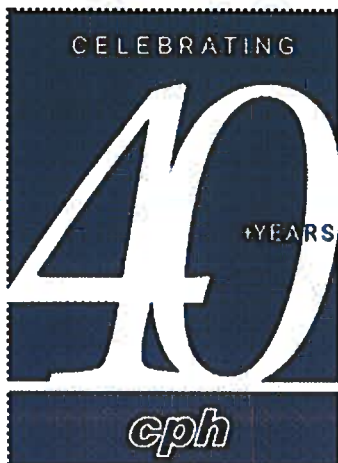
***Celebrating 40+ Years of
Collaboration and Innovation***

[Facebook](#) | [LinkedIn](#)

From: Toole, Jason L. (P.E.) <jtoole@cphcorp.com>
Sent: Thursday, September 21, 2023 8:17 PM
To: Carolyn Sannuti <carolynsannuti@gmail.com>
Cc: Toole, Jason L. (P.E.) <jtoole@cphcorp.com>
Subject: RE: Case # V-23-22

Carolyn,
You are correct that the request is at the front and will not have an impact on your property. Please see attached PDF which I believe will help explain. Our request for reduction is along the main road, however we will actually be providing more than what is currently there but it is less than what current code requires. Please let me know if you have any other questions.

Thanks,
Jason Toole, P.E., LEED AP
Chief Revenue Officer
o 850.563.1490 (Ext.4801)
c 850.774.9575
jtoole@cphcorp.com



***Celebrating 40+ Years of
Collaboration and Innovation***

[Facebook](#) | [LinkedIn](#)

From: Carolyn Sannuti <carolynsannuti@gmail.com>
Sent: Thursday, September 21, 2023 12:47 PM
To: Toole, Jason L. (P.E.) <jtoole@cphcorp.com>
Subject: Case # V-23-22

Hi,

I received a letter from you regarding a zoning meeting for reduction changes. Can you explain if this changes anything directly behind my property? I am located at 812 Forest Path Ln, Alpharetta, GA 30022. It appears to be changes to the front of the property of the shopping center I buck up to, but I wanted to be sure.

Thank you

--

Carolyn Sannuti
(c) 770-543-9246

Kind words can be short and easy to speak, but their echoes are truly endless - Mother Teresa

812 Forest Path Lane

Proposed Improvement location

Legend

- 812 Forest Path Ln
- Feature 1
- Feature 2
- Sherwin-Williams Paint Store

All changes will only occur in this area. No change to your property or anything touching your property.

cross Primary Care by Excelsior...

Madras Chettinaad

Wendy's

Taco Mac Old Milton

Chick-fil-A

Carland Service Center

812 Forest Path Ln

Google Earth

Image Landsat / Copernicus

400 ft



Kimball Cleaners
Page 186 of 334

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: Melissa Galarza - CPH, LLC

Telephone: (407) 322-6841

Address: 500 W. Fulton Street

Suite: _____

City Sanford

State: FL

Zip: 32771

Fax: _____

Mobile Tel: _____

Email: mgalarza@cphcorp.com

Subject Property Information:

Address: 4285 State Bridge Rd., Alpharetta, GA 30022

Current Zoning: C-1

District: 10

Section: _____

Land Lot: _____

Parcel ID: 11 026001201435

Proposed Zoning: C-1

Current Use: Restaurant

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?

The existing property is used as a commercial, fast food type restaurant. The proposed use is to remain the same.

Applicant's Request (Please itemize the proposal):

Chick-fil-A is wishes to scrape and rebuild the existing building in order to enhance operations and customer experience. The site layout requires the following variances:

1. Reduction of required front set back from 65' to 45', as stated in Article II - Section 2.2.14 of the Alpharetta Unified Land Development Code.
2. Reduction of the required front landscape buffer from 20' to 10', as stated in Article III - Section 3.2.8 of the Alpharetta Unified Land Development Code.
3. Reduction of the required parking from 50 to 39 spaces.
- 4.Reducing the required landscape island from one every 72' of parking row to one every 110' of parking row & waiving the 1 tree per island requirement in three locations.

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

The scrape and rebuild aims to enhance customer experience by providing more efficient service. The additional drive thru lane will help to alleviate traffic congestion and decrease customer wait times. The increased kitchen space will allow for quicker food production, which also aids in traffic congestion and customer experience.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Rex Powell Telephone: 404-822-2568
Address: 3340 Peachtree Road, NE Suite: 2270
City: Atlanta State: GA Zip: 30326

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):

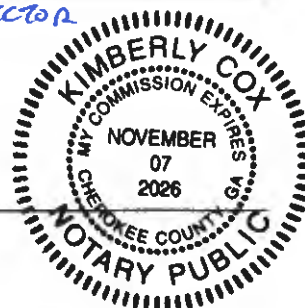
Name of Authorized Applicant: Jason Toole, P.E - CPH, LLC Telephone: (850) 563-1490
Address: 1031-C W 23rd Street Suite: _____
City: Panama City State: FL Zip: 32405

So Sworn and Attested:

Owner Signature:  Date: 8/17/23
JOHN ROMANO, DIRECTOR

Notary:

Notary Signature: Kimberly Cox Date: 8/17/23



DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Chick-fil-A, Inc.

Subject Public Hearing Case: Chick-fil-A Alpharetta Commons

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

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: _____


JOHN RAMIREZ, DIRECTOR

Date: _____

8/17/23

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The subject sites current zoning is C-1 Neighborhood Commercial, and the proposed uses are compliant with the zoning. The surrounding properties are also zoned for C-1, with the exception of the residential area located to the west, which is zoned CUP.

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

The proposed property will help to alleviate traffic congestion of the existing site, which has the potential to attract more customers to the shopping plaza, thus increasing the value of the surrounding properties.

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

Yes. The property is zoned for C-1, and is currently developed as a fast food restaurant. The proposed use is to remain the same as the existing conditions.

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

The population would not be affected. There may be an increase in traffic, however the traffic circulation will be enhanced compared to the existing conditions.

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

There would be no impact to schools. The new building would require a sprinkler system and FDC, which requires a new fire line on site. Sanitary & irrigation uses are expected to be the same as the existing conditions.

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

The proposal is consistent with the Alpharetta Comprehensive Plan as the use will remain the same as it is currently.

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.

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

The proposed site plan is limited by the available size of the property. We believe that the proposed site plan maximizes the use of available space, whilst still meeting the intent and purpose of the zoning code.

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

The zoning standards of C-1, specifically in regards to building setbacks and landscape buffers, would not allow enough available space to develop a dual lane drive-thru setup with an expanded building area.

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

The property fronts State Bridge Road, which requires larger setbacks and buffers than what is typical in C-1 zoning.

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

No. We believe this improvement will be for public good. In an effort to meet the intent of the Zoning Code, a 4 foot high wall is proposed on the east side of the property that fronts State Bridge Road. This wall will encompass the length of the drive-thru visible from State Bridge Road, and screen it from view.

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: Chick-fil-A Alpharetta Commons

Contact Name: Jason Toole, P.E. Telephone: 850-563-1490

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.

H&M Alpharetta LLC

Spohrer Daniel T & Cali

Ramalekshanam Ramesh Kumar & Vija Yakumari Binitha

HHK Properties LLC

Faber Lukas & Wang Ping

HMB Food Inc

Davis Stacey A

Clock Tower Investments LLC

Sanutti Michael & Carolyn

Barel Tal

H&N Kimball LLC

Ditmore Vincent G & Peggys

Sharma Sanjay

Parikh & Parikh LLC

DRP Company

Dombeck David S & Elise N

Kates Randy L & Rhonda K

Glenn Ernest H & Haskett Glenn and Real

Arora Sargam & Suresh Dave

Ker Car LLC

D & T Reality Associates LLLP

State and State LLC

Kimball Alpharetta Estate LLC

TMT Park Bridge INC

Knoll Michael C & Cynthia A

Piedmont Capital Holdings LLC

U Store LLC

State and State LLC

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.

A notice will be mailed to each associated address of the property owners that includes the applicant contact information should they need to respond.

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: _____

Contact Name: _____ Telephone: _____

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.

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

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

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

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

Signature of Authorized Agent: _____ Date: _____

Print Form



1031-C West 23rd Street
Panama City, FL 32405
Phone: 850.563.1490
Fax: 850.563.1495

City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009
(678)-297-6070

Chick-fil-A Alpharetta Commons

Letter of Intent

Chick-fil-A wishes to scrape and rebuild the existing restaurant located at 4285 State Bridge Road, Alpharetta, GA 30022. The existing restaurant is a one story 4,128 SF building, and the proposed building is one a story 5,000 square feet building. The site is currently zoned for C-1 (Neighborhood Commercial), and the proposed use of the site is consistent with the zoning. The goal of the scrape and rebuilt project is to enhance customer experience by creating a dual lane drive-thru and a larger kitchen production area, each of which speeds up the time it takes to serve customers, and will ultimately reduce traffic congestion around the site. The proposed site requires four variances, each of which is explained below:

1. Building setback requirement-

Per section 2.2.14 of the Unified Development Code, the minimum front yard setback from the right-of-way of non-local street is 65 feet. In order to provide the improvements noted above, whilst also providing adequate parking and drive isles - the proposed site requires a minimum setback of 46.8 feet.

2. Buffer requirement-

Per section 3.2.8 of the Unified Development Code, properties abutting main street require a 20-foot landscape strip. Due to the same reasons listed above, the proposed site requires a minimum buffer of 10-feet. To compensate for the lack of screening along State Bridge Road, a 4-foot-high screening wall is proposed along the front of the property.

3. Parking requirement-

Per section 2.5.1 of the Unified Development Code, 1 parking space is required per each 100 square feet of the restaurant. For a 5,000 square foot restaurant, 50 spaces would need to be provided, whereas only 39 spaces are proposed. However, the neighboring shopping center has plenty of parking that Chick-fil-A customers could utilize, and it is likely that the increased drive-thru efficiency will encourage more customers to use the drive-thru instead of parking.

4. Landscape Island requirement-

Per section 3.2.8 Section C of the Unified Development Code, surface parking lots shall provide a minimum 200 square foot wide landscape island at the end of each parking bay, and a 200 square foot island located each 72 feet of single parking length, & each landscape island shall be planted with one shade tree. There are two rows of parking proposed that will not have landscape islands, and there are three islands that will not have a shade tree. Due to the site dimension constraints,



meeting these requirements would result in less available parking. Please refer to the landscape plan included with this submittal package.

On behalf of Chick-fil-A Inc, we respectfully request the approval of the above variances.

Sincerely,

Jason Toole, P.E., LEED AP

Chief Revenue Officer

o 850.563.1490 (Ext.4801)

c 850.774.9575

jtoole@cphcorp.com



5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

August 8, 2023

Community Development Department
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

RE: Chick-fil-A – Redevelopment
4285 State Bridge Road
Alpharetta, Fulton County, Georgia 30022

To whom it may concern,

As request, a trip generation analysis has been performed for a proposed rebuild of an existing Chick-Fil-A restaurant located at 4285 State Bridge Road in the city of Alpharetta within Fulton County, Georgia. Most of the existing 4,377 square foot restaurant is proposed to be replaced with a new 5,000 square foot restaurant with expanded drive through capacity.

The trip generation was calculated using rates and equations from the 11th Edition ITE Trip Generation. Land Use Code 934 – Fast Food Restaurant with Drive-Through was used for both existing and proposed conditions. Pass-by trips were applied based upon rates published in the 11th Edition ITE Trip Generation. **Table 1** outlines the anticipated changes in trips during the AM peak hour, PM peak hour, and Weekday as a result of the proposed redevelopment.

Table 1 – Trip Generation Comparison

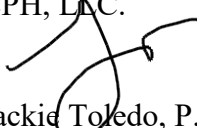
Scenario	Land Use	Size	AM Peak			PM Peak			Weekday		
			Entry	Exit	Total	Entry	Exit	Total	Entry	Exit	Total
Existing Conditions	934 - Fast-Food Restaurant with Drive-Through	4.37 KSF	99	96	195	75	69	144	1021	1021	2042
	Pass-by Trips		-50	-48	-98	-41	-38	-79	0	0	0
	Net New Existing Trips		49	48	97	34	31	65	1021	1021	2042
Proposed Conditions	934 - Fast-Food Restaurant with Drive-Through	5.00 KSF	114	109	223	86	79	165	1169	1169	2338
	Pass-by Trips		-57	-55	-112	-47	-43	-90	0	0	0
	Net New Proposed Trips		57	54	111	39	36	75	1169	1169	2338
	Net New Trips		8	6	14	5	5	10	148	148	296

Based on trip generation calculations, it is anticipated that there will be an additional 14 net new trips during the AM peak, 10 net new trips during the PM peak, and 296 net new trips during a typical weekday. Results indicate a nominal increase in trips anticipated by the proposed redevelopment.



Attached you will find the proposed redevelopment's site plan and detailed trip generation calculations from ITE's Online Traffic Impact Study Software (OTISS). If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
CPH, LLC.



Jackie Toledo, P.E.
Traffic Engineer



C-2.0

PROJECT DETAILS

Project Name:	C29161 - CFA Alpharetta GA	Type of Project:	
Project No:		City:	
Country:		Built-up Area(Sq.ft):	
Analyst Name:	Sandra Gorman	Clients Name:	
Date:	8/9/2023	ZIP/Postal Code:	
State/Province:		No. of Scenarios:	6
Analysis Region:			

SCENARIO SUMMARY

Scenarios	Name	No. of Land Uses	Phases of Development	No. of Years to Project Traffic	User Group	Estimated New Vehicle Trips		
						Entry	Exit	Total
Scenario - 1	Existing AM	1	1	0		49	48	97
Scenario - 2	Existing PM	1	1	0		34	31	65
Scenario - 3	Existing Weekday	1	1	0		1021	1021	2042
Scenario - 4	Proposed AM	1	1	0		57	54	111
Scenario - 5	Proposed PM	1	1	0		39	36	75
Scenario - 6	Proposed Weekday	1	1	0		1169	1169	2338

Scenario - 1

Scenario Name: Existing AM

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	4.37	Weekday, Peak Hour of Adjacent Street Traffic,	Average	99	96	195
					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	99	96	0	0	99	96
	195		0		195	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	99	96	195
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	99	96	50.00%	50.00%	50	48

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	99	96	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	49	48	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	49	48	97

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	99	96	195
Internal Vehicle Trips	0	0	0
External Vehicle Trips	99	96	195
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	50	48	98
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	49	48	97

Scenario - 2

Scenario Name: Existing PM

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	4.37	Weekday, Peak Hour of Adjacent Street Traffic,	Average 33.03	75 52%	69 48%	144

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	69	0	0	75	69
	144		0		144	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	75	69	144
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	69	55.00%	55.00%	41	38

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	69	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	34	31	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	34	31	65

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	75	69	144
Internal Vehicle Trips	0	0	0
External Vehicle Trips	75	69	144
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	41	38	79
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	34	31	65

Scenario - 3

Scenario Name: Existing Weekday

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through	General	1000 Sq. Ft. GFA	4.37	Weekday	Average	1021	1021	2042
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban				467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1021	1021	0	0	1021	1021
	2042		0		2042	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	1021	1021	2042
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1021	1021	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1021	1021	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1021	1021	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1021	1021	2042

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1021	1021	2042
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1021	1021	2042
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1021	1021	2042

Scenario - 4

Scenario Name: Proposed AM

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic,	Average	114	109	223
					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0	0	114	109
	223		0		223	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	50.00%	50.00%	57	55

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	57	54	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	57	54	111

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	114	109	223
Internal Vehicle Trips	0	0	0
External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	57	55	112
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	54	111

Scenario - 5

Scenario Name: Proposed PM

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic,	Average 33.03	86 52%	79 48%	165

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0	0	86	79
	165		0		165	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	86	79	165
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	55.00%	55.00%	47	43

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	39	36	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	39	36	75

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	86	79	165
Internal Vehicle Trips	0	0	0
External Vehicle Trips	86	79	165
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	47	43	90
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	39	36	75

Scenario - 6

Scenario Name: Proposed Weekday

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
934 - Fast-Food Restaurant with Drive-Through	General	1000 Sq. Ft. GFA	5	Weekday	Average	1169	1169	2338
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban				467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0	0	1169	1169
	2338		0		2338	

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:**INTERNAL PERSON TRIPS:****934 - Fast-Food Restaurant with Drive-Through Window**

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	0	0	0

INTERNAL VEHICLE TRIPS AND CAPTURE:**934 - Fast-Food Restaurant with Drive-Through Window**

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	2338

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1169	1169	2338
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1169	1169	2338



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

TAX BILL

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

Property Owner	Parcel Identification	<u>Description</u>	User ID
CHICK FIL A INC	11 -0260-0120-143-5	Real Estate	IWR

Tax District: 10 - ALPHARETTA

<u>Property Address</u>	<u>Account Number</u>	Current <u>Fair Market Value</u>	Current <u>Assessed Value</u>
4285 STATE BRIDGE ROAD	5311503	1,749,300	699,720

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$134.35

Tax Year	Cycle	Principal Amount	Interest	<u>Penalties/Fees</u>	Paid	Total	Due Date
<u>2022</u>	County	18,409.63	0.00	0.00	18,409.63	0.00	11/15/2022
<u>2021</u>	County	18,983.40	0.00	0.00	18,983.40	0.00	11/15/2021
<u>2020</u>	County	19,446.62	0.00	0.00	19,446.62	0.00	11/15/2020
<u>2019</u>	County	18,805.78	0.00	0.00	18,805.78	0.00	10/15/2019
<u>2018</u>	County	19,015.30	0.00	0.00	19,015.30	0.00	10/31/2018
<u>2017</u>	County	19,655.29	0.00	0.00	19,655.29	0.00	1/15/2018
<u>2016</u>	County	18,026.92	0.00	0.00	18,026.92	0.00	11/15/2016

Grand Total Due: \$0.00

Mailing Address:

CHICK FIL A INC
 5200 BUFFINGTON RD
 SUITE 300
 ATLANTA GA 30349

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

Sign up For E-Billing

Filters

Code Enforcement

Filters Styling

Filter as map moves 1

Location

4285 State Bridge Rd

Select attribute filters (9)

- ☐ Type Description
4 values
- ☐ Number
118 values
- ☐ Tag
78 values
- ☐ Status Code
1 values
- ☐ Assigned To
2 values
- ☐ Initiated Date
2/7/2022 to 8/17/2023
- ☐ Z
183

Showing 25 of 118 rows

[Close Table](#)

Type Description	Number	Tag	Status Code	Assigned To	Initiated Date	Z	Location	Reference ID
Code Enforcement-Com...	CE220057	From-SR: COM DEV RESIDENTI...	OPEN		2/7/2022, 9:38 AM		11980 Morning Mist Dr	53386
Code Enforcement-Trees	CE220065	Tree Removal w/o Permit	OPEN		2/9/2022, 3:16 PM		4098 Big Creek Overlook	53475
Code Enforcement-Com...	CE220084	Stop Work Order	OPEN		2/18/2022, 3:17 PM		905 Lake Union Hill Way	53699
Code Enforcement-Com...	CE220097	Stop Work Order	OPEN		2/25/2022, 2:44 PM		10125 Lauren Hall Court	53844
Code Enforcement-Com...	CE220100	ROLL BACK DUMPSTER VIOLA...	OPEN		2/28/2022, 10:59 AM		1400 Upper Hembree Road	53870
Code Enforcement-Com...	CE220136	From-SR: COM DEV RESIDENTIAL	OPEN		3/15/2022, 11:36 AM		203 Pinetree Circle	54372
Code Enforcement-Com...	CE220145	Stop Work Order	OPEN		3/17/2022, 3:59 PM		18014 Lake Union Hill Way	54486
Code Enforcement-Com...	CE220159	Tree Removal Without a Permit	OPEN		3/21/2022, 3:07 PM		4295 Park Brooke Trace	54575
Code Enforcement-Com...	CE220185	STOP WORK ORDER - Rear Ret...	OPEN		3/30/2022, 12:15 PM		160 Clipper Bay Drive	54879
Code Enforcement-Trees	CE220217	Tree Removal Without Permit	OPEN		4/12/2022, 3:37 PM		11600 Vista Forest Drive	55224
Code Enforcement-Com...	CE220246	From-SR: COM DEV RESIDENTIAL	OPEN	JODONNELL	4/22/2022, 2:05 PM		185 Lantern Ridge Ct	55510
Code Enforcement-Trees	CE220254		OPEN		4/26/2022, 11:50 AM		200 Summerfield Drive	55568
Code Enforcement-Trees	CE220276	Stop Work Order - Trees	OPEN		5/3/2022, 8:41 AM		115 Laurelwood Lane	55738
Code Enforcement-Com...	CE220291	Stop Work Order - Fence Violati...	OPEN		5/9/2022, 3:46 PM		325 Jayne Ellen Way	55885
Code Enforcement-Busin...	CE220293	Operating w/o License	OPEN		5/10/2022, 3:43 PM		11380 Southbridge Parkway #231	55924
Code Enforcement-Trees	CE220309	Tree - Violation	OPEN		5/12/2022, 3:03 PM		2525 Clairview Street	55993
Code Enforcement-Trees	CE220313	Tree Removal in excess of permits	OPEN		5/13/2022, 11:32 AM		229 Meadow Drive	56022
Code Enforcement-Com...	CE220361	Inoperable Vehicles/ Parking U...	OPEN		5/25/2022, 12:10 PM		345 Birch Rill Drive	56392
Code Enforcement-Com...	CE220414	Stop Work Order	OPEN		6/9/2022, 3:48 PM		1720 Bates Road	56844



- | | |
|----------|---|
| A | HANDICAP PARKING SIGN (SEE SIGNAGE PACKAGE)
R7-8; 12" X 18" (TYP.) |
| B | HANDICAP PARKING FINE SIGN (SEE SIGNAGE PACKAGE)
6" X 12" (TYP.) |
| C | "VAN ACCESSIBLE" SIGN (SEE SIGNAGE PACKAGE)
R7-8P; 6" X 12" (TYP.) |
| D | "DO NOT ENTER" SIGN (SEE SIGNAGE PACKAGE)
R5-1; 24" X 24" (TYP.) |
| E | STOP SIGN (SEE SIGNAGE PACKAGE)
R1-1; 30" X 30" (TYP.) |
| F | CFA PEDESTRIAN CROSSING SIGN (SEE SIGNAGE PACKAGE) |
| G | FLAG POLE (SEE SIGNAGE PACKAGE) |
| H | CFA MONUMENT OR PYLON SIGN |
| I | DIGITAL DRIVE-THRU MENU BOARDS |

GEORGIA811
Utilities Protection Center, Inc.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



www.cphcorp.com

***Building Better
Communities Together***

1031-C W. 23rd Street
Panama City, FL 32405
Ph: 850.563.1490

Plans Prepared By:
CPH, LLC
A Full Service A & E Firm

JASON L. TOOLE, P.E.
PE037823
SGWCC #68203

This item has been digitally signed and sealed by Jason L. Toole
PE, on the date adjacent to the seal. Printed copies of this
document are not considered signed and sealed and the
signature must be verified on any electronic copies.

CHICK-FIL-A
Alpharetta Commons
4285 State Bridge Road
Alpharetta, Fulton County,
Georgia 30022

FSR#00686

BUILDING TYPE / SIZE: P14 LE BN
RELEASE: vX.YY.MM

<u>NO.</u>	<u>DATE</u>	<u>DESCRIPTION</u>
1		
2		
3		
4		

CONSULTANT PROJECT #	C29161
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PRINTED FOR Permit

DATE 8/18/2023

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SHEET
SITE PLAN

100

QUEST NUMBER

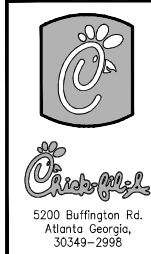
Permit

C-2.0

Telephone: _____
Agency: Comcast
Address: 6200 The Corners Parkway, Suite 200, Norcross, GA 30092
Contact: Oliver Brooks
Phone: 770-559-2126
Email: oliver_brooks@comcast.com

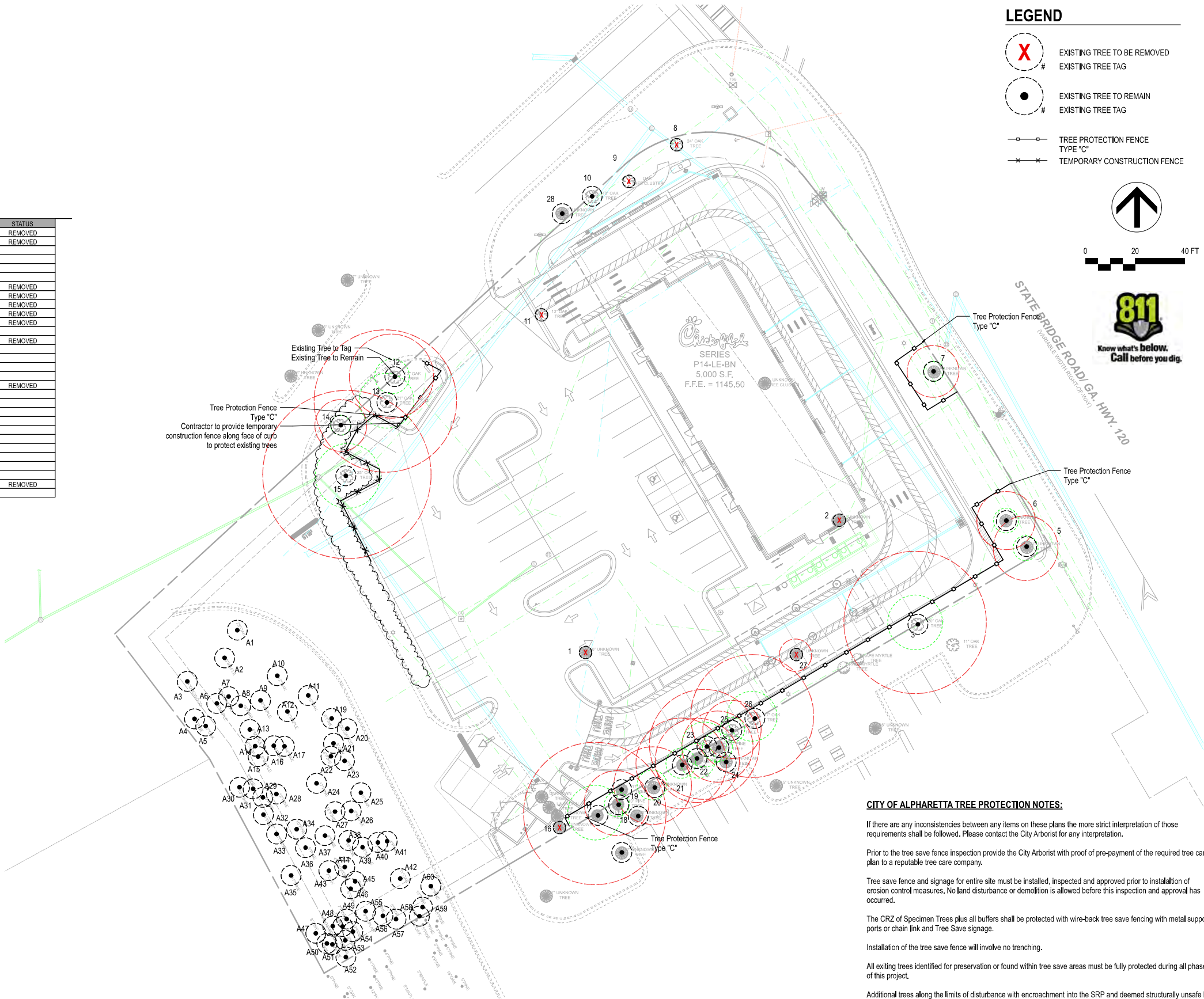


Sheet No.
C-1.1B



#	TREE	DBH (INCHES)	CONDITION	CRZ (1.3' TO 1" DBH)	IMPACTION%	STATUS
1	WILLOW OAK	3				REMOVED
2	WILLOW OAK	3				REMOVED
3	WILLOW OAK	22	FAIR			
5	RED MAPLE	10	FAIR		0.03%	
6	RED MAPLE	9	FAIR		0.06%	
7	TRIDENT MAPLE	8	GOOD			
8A	RIVER BIRCH	16	FAIR			REMOVED
8B	RIVER BIRCH	11	FAIR			REMOVED
9A	RIVER BIRCH	16	FAIR			REMOVED
9B	RIVER BIRCH	12	FAIR			REMOVED
9C	RIVER BIRCH	11	FAIR			REMOVED
10	STUMP					
11	OAK	13				REMOVED
12	CHERRY	12	POOR		0.03%	
13	WILLOW OAK	22	GOOD			
14	CHERRY (BOUNDARY)	8	POOR			
15	PIN OAK	26	GOOD			
16	BLACK GUM	16	FAIR			REMOVED
17	LOBLOLLY PINE (BOUNDARY)	22	FAIR			
18	LOBLOLLY PINE (BOUNDARY)	10	POOR			
19	STUMP					
20	SWEET GUM (BOUNDARY)	12	POOR			
21	LOBLOLLY PINE	14	FAIR			
22	LOBLOLLY PINE (BOUNDARY)	13	FAIR			
23	WILLOW OAK	17	FAIR			
24	LOBLOLLY PINE (BOUNDARY)	11	FAIR			
25	LOBLOLLY PINE	9	FAIR			
26	WILLOW OAK	19	FAIR			
27	HARDWOOD	4				REMOVED
28	CHERRY	3				

#	TREE	DBH (INCHES)	CONDITION	CRZ (1.3' TO 1" DBH)	SAVED (INCHES)
A1	OAK	28			28
A2	MAPLE	5			5
A3	DOGWOOD	4			4
A4	PINE	9			9
A5	OAK	7			7
A6	MAPLE	5			5
A7	DOGWOOD	4			4
A8	PINE	16			16
A9	MAPLE	9			9
A10	OAK	10			10
A11	OAK	19			19
A12	MAPLE	4			4
A13	MAPLE	4			4
A14	GUM	6			6
A15	MAPLE	9			9
A16	PINE	14			14
A17	PINE	14			14
A18	PINE	6			6
A19	PINE	6			6
A20	DOGWOOD	4			4
A21	OAK	8			8
A22	PINE	4			4
A23	PINE	5			5
A24	PINE	17			17
A25	OAK	11			11
A26	MAPLE	6			6
A27	PINE	15			15
A28	PINE	12			12
A29	PINE	9			9
A30	PINE	10			10
A31	PINE	9			9
A32	PINE	4			4
A33	PINE	11			11
A34	PINE	10			10
A35	PINE	11			11
A36	PINE	5			5
A37	PINE	9			9
A38	PINE	16			16
A39	MAPLE	6			6
A40	OAK	7			7
A41	PINE	4			4
A42	OAK	11			11
A43	OAK	7			7
A44	DOGWOOD	4			4
A45	OAK	8			8
A46	OAK	6			6
A47	PINE	8			8
A48	DOGWOOD	4			4
A49	PINE	7			7
A50	PINE	6			6
A51	PINE	4			4
A52	PINE	6			6
A53	PINE	5			5
A54	PINE	12			12
A55	POPLAR	9			9
A56	PINE	9			9
A57	PINE	8			8
A58	PINE	4			4
A59	PINE	14			14
A60	PINE	6			6
					504
					TOTAL INCHES



CITY OF ALPHARETTA TREE PROTECTION NOTES:

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

Prior to the tree save fence inspection provide the City Arborist with proof of pre-payment of the required tree care plan to a reputable tree care company.

Tree save fence and signage for entire site must be installed, inspected and approved prior to installation of erosion control measures. No land disturbance or demolition is allowed before this inspection and approval has occurred.

The CRZ of Specimen Trees plus all buffers shall be protected with wire-back tree save fencing with metal support posts or chain link and Tree Save signage.

Installation of the tree save fence will involve no trenching.

All existing trees identified for preservation or found within tree save areas must be fully protected during all phases of this project.

Additional trees along the limits of disturbance with encroachment into the SRP and deemed structurally unsafe by the City Arborist or the Project Arborist may be required to be removed prior to CO.

All roots encountered 1/2" or greater during grading or excavating operations shall be clean cut under the direction of an ISA Certified Arborist.

Any limbs overhanging the LOD that may be ripped, torn, or damaged during construction SHALL be properly pruned under the direction of an ISA Certified Arborist.

It is the owner's responsibility to maintain the vegetation and removed 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.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel



CHICK-FIL-A
ALPHARETTA COMMONS
4285 STATE BRIDGE ROAD
ALPHARETTA, GEORGIA 300022

FSU# 00686

REVISION SCHEDULE
NO. DATE BY DESCRIPTION

MLD PROJECT # 2023214
PRINTED FOR PERMIT
DATE 8/17/23
DRAWN BY KCN

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SHEET

PERMIT

Tree Protection Plan

SHEET NUMBER

L-001

CITY OF ALPHARETTA LANDSCAPE NOTES:

The City Arborist must inspect the site before installation of erosion control measures, Land disturbance without a site inspection and approval by the City Arborist will result in a "Stop-Work Order" and fines.

If tree survey inaccuracies are found on-site, a stop work order will be issued until revised plans are approved and processed based on accurate information.

Design Landscape Architect or Project Arborist will inspection, verify, and approve the landscape has been planted per the approved plans and city standards prior to contacting the City Arborist for a CO inspection.

Trees agreed upon to be saved are the responsibility of the owner.

A 4" layer of mulch is required for the CRZ of Specimen Trees, Trees of Quality, and Tree Groupings. Mulch must be applied prior to start of construction and shall not touch the trunk of the tree(s).

A minimum 2" layer of mulch is required for all existing, non-specimen, landscape trees, including street and parking lot trees. Mulch must be applied prior to start of construction and shall not touch the trunks of tree(s).

All mulch must be organic consisting of wood chips, shredded bark, pine needles, or similar. Synthetic mulch is not approved for us in the City of Alpharetta.

All newly planted trees shall have visible root flares at finished grade. No circling roots shall be allowed on planted trees. The upper two rings of the wire basket, all burlap, and strapping MUST be cut and removed prior to backfill.

Plant sizes (caliper and height) MUST match the sizes on the plans. Plants that do not meet these minimums will not be accepted. E.g. 3 inch caliper trees must be 3 inches or large. Plant height measurement is taken at the top of the main body of the plant and not at the tip of the topmost growth.

All newly planted trees shall be equivalent in quality to a Florida #1 grad or better. All trees of lesser quality shall be rejected by the City Arborist.

Watering bags or a drip irrigation system MUST be provided for all trees immediately after planting and remain through establishment.

When watering bags are used manufacturers recommendations MUST be followed for proper sizing and watering schedules. Bags will be filled weekly by owner and during droughts for a minimum of 18 months after installation.

NO TRENCHING ALLOWED IN TREE SAVE AREAS INCLUDING IRRIGATION.

Tree pit drainage testing is required when trees are planted in parking lot islands, sidewalk tree pits, roadway medians, or similar locations. Please refer to City Details regarding planting pit or landscape island construction. Fill each pit with water. If percolation is less than 100% within a 12 hour period, use an auger to drill a 10" hole to a depth of four feet below the bottom of the pit. Fill hole with drainage gravel and cover with a soil separation. Retest pit. If drainage is still unsatisfactory, City Arborist and Project Arborist must be notified in writing of the locations with poor drainage to provide a solution before planting. Testing results must be provided to the City Arborist.

All buffers shall be planted where sparse sand code required screening shall be installed in order to create a year round opaque screen within 2 years of construction or as directed by the City of Alpharetta. During construction or at the time of CO the City may require additional plantings to meet these requirements above what is shown on the approved landscape plan.

All tree anchoring devices shall be removed from tree after one complete growing season or one year after planting, whichever is greater.

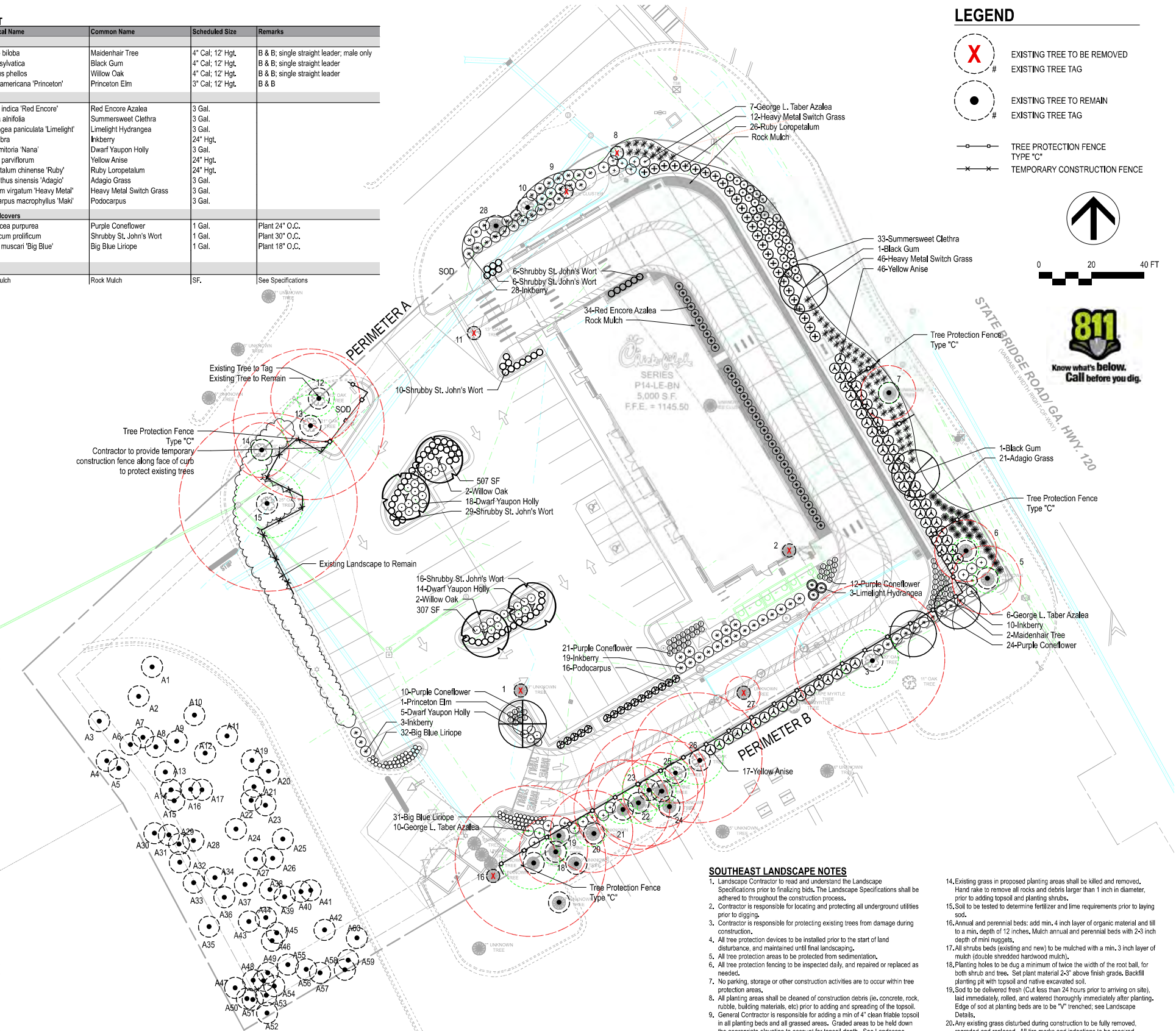
Property owner shall be responsible for the care and maintenance of the trees and landscaping that front their property within the ROW.

Landscape contractors are required to attend the City of Alpharetta Pre-Construction class prior to beginning work on any project. Please call (678) 297-6070 for information and to reserve a pot.

LANDSCAPE REQUIREMENTS

A. SITE DENSITY									
REQUIRED									
1.	130 inches per acre								
	1.48 acres x 130 inches	=							192 inches required
	See sheet L-001 for Existing Trees and total inches to remain	=							
2.	No more than 25% of the trees planted shall be the same genus	=							2 max of any one tree genus
	No less than 50% of the trees planted shall be native	=							5 native trees minimum
	No less than 40% of the trees planted shall be overstory trees	=							4 overstory trees minimum
	No less than 40% of all landscaping planted shall be native	=							140 native shrubs required
PROVIDED									
1.	QTY TREE	SIZE (INCHES)	NATIVE	OVERSTORY		TOTAL PERCENTAGE			
	EXISTING INCHES				=	500			
2	GINKGO	4			=	8		22%	
2	BLACK GUM	4	2	2	=	8		22%	
4	WILLOW OAK	4			=	0		44%	
1	PRINCETON ELM	3			=	8		11%	
9	TOTAL				=	516 inches provided			
					=	6 native trees provided			
					=	7 overstory trees provided			
	QTY SHRUBS		NATIVE						
34	AZALEA								
33	CLETHRA		33		=				
3	LIMELIGHT HYDRANGEA				=				
60	INKBERRY		60		=				
37	DWARF YAUPON HOLLY		37		=				
63	YELLOW ANISE		63		=				
26	LOROPETALUM				=				
21	ADAGIO GRASS				=				
58	HEAVY METAL SWITCH GRASS		58		=				
16	PODOCARPUS				=				
351	TOTAL				=	251 native shrubs provided			
B. PARKING LOT SCREENING									
REQUIRED									
1.	200 SF of landscape island is required at the end of each parking bay								
	And each 72 feet of single parking length								
	(1) 2" Cal shade tree per landscape island; turf grass will not be accepted in islands								
PROVIDED									
1.	See plan for landscape island SF and landscape								
C. LANDSCAPE STRIPS									
REQUIRED									
1.	10' width of landscape strip along public right-of-ways and private roads								
	(1) 4" Cal shade tree per 40 LF of frontage; ornamental trees shall be 3" Cal								
	State Bridge Road: 217 LF / 40 LF x 1 tree								5 street trees required
	Perimeter A: (211 LF + 40 LF) / 40 LF x 1 tree								4 street trees required
2.	5' width of landscape strip along property lines which do not adjoin a public right-of-way								
	(1) 4" Cal shade tree per 50 LF; 24" Hgt shrubs								
	Perimeter B: 282 LF / 50 LF x 1 tree								6 perimeter trees required
PROVIDED									
1.	State Bridge Road: 3 trees existing, 2 willow oak								5 street trees provided
	Perimeter A: 4 trees existing								4 street trees existing
2.	Perimeter B: 4 tree existing, 2 ginkgo								6 perimeter trees provided

PLANT LIST				
Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
2	Ginkgo biloba	Maidenhair Tree	4" Cal; 12' Hgt.	B & B; single straight leader; male only
2	Nyssa sylvatica	Black Gum	4" Cal; 12' Hgt.	B & B; single straight leader
4	Quercus phellos	Willow Oak	4" Cal; 12' Hgt.	B & B; single straight leader
1	Ulmus americana 'Princeton'	Princeton Elm	3" Cal; 12' Hgt.	B & B
Shrubs				
34	Azalea indica 'Red Encore'	Red Encore Azalea	3 Gal.	
33	Clethra alnifolia	Summersweet Clethra	3 Gal.	
3	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 Gal.	
60	Ilex glabra	Inkberry	24" Hgt.	
37	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 Gal.	
63	Illicium parviflorum	Yellow Anise	24" Hgt.	
26	Loropetalum chinense 'Ruby'	Ruby Loropetalum	24" Hgt.	
21	Miscanthus sinensis 'Adagio'	Adagio Grass	3 Gal.	
58	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	3 Gal.	
16	Podocarpus macrophyllus 'Maki'	Podocarpus	3 Gal.	
Groundcovers				
67	Echinacea purpurea	Purple Coneflower	1 Gal.	Plant 24" O.C.
67	Hypericum prolificum	Shrubby St. John's Wort	1 Gal.	Plant 30" O.C.
63	Liriope muscari 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 18" O.C.
Other				
1,102	Rock Mulch	Rock Mulch	SF.	See Specifications



SOUTHEAST LANDSCAPE NOTES

- Landscape Contractor to read and understand the Landscape Specifications prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
- Contractor is responsible for locating and protecting all underground utilities prior to digging.
- Contractor is responsible for protecting existing trees from damage during construction.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- All tree protection areas to be protected from sedimentation.
- All tree protection fencing to be inspected daily, and repaired or replaced as needed.
- No parking, storage or other construction activities are to occur within tree protection areas.
- All planting areas shall be cleaned of construction debris (i.e. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
- General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
- In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Any deviations from the approved set of plans are to be approved by the Landscape Architect.
- Landscape shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
- Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
- Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
- Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
- All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch).
- Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and trees. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
- Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
- Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentations to be repaired.
- Water thoroughly twice in first 24 hours and apply mulch immediately.
- The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
- Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
- Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
- Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
- Remove stakes and guying from all trees after one year from planting.

NO TREE SHALL BE PLANTED ON ANY AREA OF AN EARTHEN DAM OR EMBANKMENT.

ALL TREES MUST BE PLANTED OUTSIDE OF ANY UTILITY EASEMENTS, UNLESS APPROVED BY THE CITY ARBORIST OR UTILITY PROVIDER.

This pertains to ALL utilities (water, sewer, gas, fiber optic, electric, etc.).



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel



CHICK-FIL-A
ALPHARETTA COMMONS
4285 STATE BRIDGE ROAD
ALPHARETTA, GEORGIA 300022

FSU# 00686

REVISION SCHEDULE
NO. DATE BY DESCRIPTION

MLD PROJECT #	2023214
PRINTED FOR	PERMIT
DATE	8/17/23
DRAWN BY	KCN

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SHEET

PERMIT Landscape Plan

SHEET NUMBER
L-100

LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

DESCRIPTION

Provide trees, shrubs, ground covers, sod, and annuals/perennials as shown and specified on the landscape plan. The work includes:

1. Soil preparation,
2. Trees, shrubs, ground covers, and annuals/perennials,
3. Planting mixes,
4. Top Soil, Mulch and Planting accessories,
5. Maintenance,
6. Decorative stone,

Related Work:

1. Irrigation System.

QUALITY ASSURANCE

Plant names indicated; comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under dimatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the sources of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to take this precaution will not relieve the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner. The Landscape Architect shall approve any substitutes of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

DELIVER, STORAGE AND HANDLING

Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Landscape Architect. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

PROJECT CONDITIONS

Protect existing utilities, paving, and other facilities from damage caused by landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations; at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape accessory work before completion of final grading or surfacing.

WARRANTY

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Replace, in accordance with the drawings and specifications, all plants that are dead or, are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacements is) at the Contractor's expense. Warrant all replacement plants for 1 year after installation.

Warranty shall not include damage, loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants, found to be unsatisfactory during the initial planting installation.

Maintain and protect plant material, lawns, and irrigation until final acceptance is made.

ACCEPTANCE

Inspection of planted areas will be made by the Owner's representative.

1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

CODES, PERMITS AND FEES

Obtain any necessary permits for this Section of Work and pay any fees required for permits.

The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto; also as depicted on the landscape and irrigation construction set.

PART 2 - PRODUCTS

MATERIALS

Plants: Provide typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held on storage will be rejected if they show signs of growth during the storage period.

1. Balled and plants wrapped with burlap, to have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls, or signs of circling roots are not acceptable.
2. Container- grown stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
3. Plants planted in rows shall be matched in form.
4. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
5. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list.
6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
7. Evergreen trees shall be branched to the ground or as specified in plant list.
8. Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list.
 - a. The measurements for height shall be taken from the ground level to the height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.
 - c. Side branches shall be generous, well-twiggied, and the plant as a whole well-bushed to the ground.
 - d. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

ACCESSORIES

Topsoil: Shall be Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, rocks, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.

Note: All planting areas shall be cleaned of construction debris (ie, Concrete, rubble, stones, building material, etc.) prior to adding and spreading of the top soil.

1. Sod Areas: Spread a minimum 4" layer of top soil and rake smooth.
2. Planting bed areas: Spread a minimum 4" layer of top soil and rake smooth.

3. Landscape Islands/Medians: Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum berm 6"-8" height above island curbing.
4. Annual/Perennial bed areas: Add a minimum of 4" organic matter and till to a minimum 12" depth.

Mulch: Type selected dependent on region and availability; see landscape plans for type of mulch to be used. Hold mulch 4" from tree trunks and shrub stems.

1. Hardwood (color) dark brown, 6 month old well rotted double shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust. Install minimum depth of 3".
2. Pine Straw: Pine straw to be fresh harvest, free of debris, bright in color. Bales to be wired and tightly bound. Needles to be dry. Install minimum depth of 3".
3. River Rock (color) light gray to buff to dark brown, washed river rock, 1" – 3" in size. Install in shrub beds to an even depth of 3". Weed control barrier to be installed under all rock mulch areas. Use caution during installation not to damage plant material.
4. Mini Nuggets: Install to a minimum depth of 2"-3" at all locations of annual and perennial beds. Lift the stems and leaves of the annuals and carefully spread the mulch to avoid injuring the plants. Gently brush the mulch off the plants.

Guying/Staking:

1. Arborize: Green (or white) staking and guying material to be flat, woven, polypropylene material, 3/4" wide 900 lb. break strength. Arborize shall be fastened to stakes in a manner which permits tree movement and supports the tree.
2. Remove Guying/Staking after one year from planting.

Tree Wrap: Tree wraps should be used on young, newly planted thin-barked trees (Cherry, Crabapple, Honey Locust, Linden, Maple, Mountain Ash, Plum) that are most susceptible to sun scald/Sunburn. Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe Draft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Wrap the tree in the fall and leave the wrap in place throughout the winter and early spring. Tree wraps are temporary and no longer needed once trees develop corky bark.

PART 3 – EXECUTION

INSPECTION

Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve top soil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.

PREPARATION

Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

Locate plants as indicated on the plans or as approved in the field after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect. Spacing of plant material shall be as shown on the landscape plan.

Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 24" greater for trees. Depth of pit shall accommodate the root system. Provide undisturbed sub grade to hold root ball at nursery grade as shown on the drawings.

INSTALLATION

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2" – 3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with topsoil mix and excavated material. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and wrapped in burlap plants are set, muddle planting soil mixture around bases of balls and fill voids.

1. Remove all burlap, ropes, and wires from the top 1/3 of the root ball

Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

Mulching:

1. Mulch tree and shrub planting pits and shrub beds with required mulch type (see landscape plan for mulch type); depth of mulch as noted above. **Hold mulch back 4" away from tree trunks and shrub stems.** Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

Decorative Stone: (where indicated on landscape plan)

1. Install weed control barrier over sub-grade prior to installing stone. Lay 6" on all sides.
2. Place stone without damaging weed barrier.
3. Arrange stones for best appearance and to cover all weed barrier fabric.

Wrapping, guying, staking:

1. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
2. Wrapping:
 - a. Wrap trunks of all young newly planted trees known to have thin bark. Wrap spirally from bottom to top with specified tree wrap and secure in place.
 - b. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
 - c. Secure tree wrap in place with twine wound spirally downward in the opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
 - d. Wrap the trees in the fall and leave the wrap in place throughout the winter and early spring.
 - e. Tree wraps are temporary and no longer needed once the trees develop corky bark.
3. Staking/Guying:
 - a. Stake/guy all trees immediately after lawn sodding operations and prior to acceptance.
 - b. Stake deciduous trees 2" caliper and less. Stake evergreen trees under 7"-0" tall.
 1. Stakes are placed in line with prevailing wind direction and driven into undisturbed soil.
 2. Ties are attached to the tree, usually at the lowest branch.
 - c. Guy deciduous trees over 2" caliper. Guy evergreen trees 7"-0" tall and over.
 1. Guy wires to be attached to three stakes driven into undisturbed soil, with one stake placed in the direction of the prevailing wind.
 2. Ties are attached to the tree as high as practical.
 3. The axis of the stake should be at 90 degree angle to the axis on the pull of the guy wire.
4. Remove all guying and staking after one year from planting.

Pruning:

1. Prune deciduous trees and evergreens only to remove broken or damaged branches.

WORKMANSHIP

During landscape/irrigation installation operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of installation operations, all excess materials, equipment, debris and waste material shall be cleaned up and removed from the site; unless provisions have been granted by the owner to use on-site trash receptacles. Sweep parking and walks clean of dirt and debris. Remove all plant tags and other debris from lawns and planting areas.

Any damage to the landscape, the structure, or the irrigation system caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

MAINTENANCE

Contractor shall provide maintenance until work has been accepted by the Owner's Representative.

Maintenance shall include mowing, fertilizing, mulching, pruning, cultivation, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants and lawns free of insects and disease.

1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
2. Repair guy wires and stakes as required. Remove all stakes and guy wires after 1 year.
3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
4. Water trees, plants and ground cover beds within the first 24 hours of initial planting, and not less than twice per week until final acceptance.

LANDSCAPE MAINTENANCE SPECIFICATIONS

The Contractor shall provide as a separate bid, maintenance for a period of **1 year** after final acceptance of the project landscaping. The Contractor must be able to provide continued maintenance if requested by the Owner or provide the name of a reputable landscape contractor who can provide maintenance.

STANDARDS

All landscape maintenance services shall be performed by trained personnel using current, acceptable horticultural practices.

All work shall be performed in a manner that maintains the original intent of the landscape design.

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified applicator.

APPROVALS

Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the Owner's Representative (General Manager of the restaurant).

All seasonal color selections shall be approved by the General Manager prior to ordering and installation.

SOIL TESTING

The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results

	Landscape Trees and Shrubs	Turf
pH Range	5.0-7.0	6.0-7.0
Organic Matter	>1.5%	>2.5%
Magnesium (Mg)	100-lbs./acre	100-lbs./acre
Phosphorus (P2O5)	150-lbs./acre	150-lbs./acre
Potassium (K2O)	120-lbs./acre	120-lbs./acre
Soil-bite salts	Not to exceed 900ppm/1.9 mmhos/cm	Not to exceed 750ppm/0.75 mmhos/cm
Conductivity	In soil, not to exceed 1400 ppm/2.5 mmhos/cm in high organic mix	In soil, not to exceed 2000 ppm/2.0 mmhos/cm in high organic mix

For unusual soil conditions, the following optional tests are recommended with levels not to exceed:

Boron	3 pounds per acre
Manganese	50 pounds per acre
Potassium (K2O)	450 pounds per acre
Sodium	20 pounds per acre

WORKMANSHIP

During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor, shall be repaired by the maintenance contractor without charge to the owner.

TURF

GENERAL CLEAN UP

Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved areas.

MOWING

Warm season grasses (i.e, Bermuda grass) shall be maintained at a height of 1" to 2" during the growing season.

Cool season grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, and parking areas. Caution: Weed eaters should NOT be used around trees because of potential damage to the bark.

EDGING

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

LIMING & FERTILIZING

A soil test shall be taken to determine whether an application of limestone in late fall is necessary. If limestone is required, the landscape contractor shall specify the rate, obtain approval from the owner and apply it at an additional cost. A unit price for liming of turf shall accompany the bid based on a rate of 50 pounds per 1000 square feet.

Fertilizer shall be applied in areas based on the existing turf species.

LAWN WEED CONTROL- HERBICIDES

Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. **Read the label prior to applying any chemical.**

INSECT & DISEASE CONTROL FOR TURF

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turf" for control. The licensed applicator shall be familiar with the label provided for the selected product prior to application.

Inspection and treatment to control insect pests shall be included in the contract price.

TREES, SHRUBS, & GROUND COVER

PRUNING

All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shapes. **Do not shear trees or shrubs.** If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

Pruning Guidelines:

1. Prune those that flower before the end of June immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display.
2. Prune those that flower in summer or autumn in winter or spring before new growth begins, since these plants develop flowers on new growth.
3. Delay pruning plants grown for ornamental fruits, such as cotoneasters, pyracanthas and viburnums.
4. Hollies and other evergreens may be pruned during winter in order to use their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.
5. Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens off.
6. Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
7. Conifers shall be pruned, if required, according to their genus.
 - A. Yews, junipers, hemlocks, arborvitae, and false-cypress may be pruned after new growth has hardened off in late summer. If severe pruning is necessary, it must be done in early spring.
 - B. Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side buds. Never cut central leader.
 - C. Pines may be lightly pruned in early June by reducing candles.
8. Groundcover shall be edged and pruned as needed to contain it within its borders.

9. Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on crepe myrtle, ilacs, viburnums, smoke bush, etc.
10. Renewal pruning: Remove oldest branches of shrub at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may be best done over a three-year period. Renewal pruning may be used on abelia, forsythia, deutzia, spiraea, etc.

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

Shade trees that cannot be adequately pruned from the ground shall not be included in the Maintenance Contract. A certified arborist under a separate contract shall perform this type of work.

SPRING CLEANUP

Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g., ornamental grasses, Sedum Autumn Joy.

FERTILIZING

For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet; for narrow-leaf evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet; for broadleaf evergreens, 1 to 3 pounds of Nitrogen per 1000 square feet.

Shrubs and groundcover shall be top-dressed with compost 1" deep, or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 1000 square feet of bed area. Eriaceous material shall be fertilized with an ericaceous fertilizer at the manufacturer's recommendation rate. If plants are growing poorly, a soil sample should be taken.

MULCHING

Annually, all tree and shrub beds will be prepared and mulched, to a minimum depth of 3" with quality mulch to match existing. Bed preparation shall include removing all weeds, cleaning up said bed, edging and cultivating decayed mulch into the soil. Debris from edging is to be removed from beds where applicable. If deemed necessary, a pre-emergent herbicide may be applied to the soil to inhibit the growth of future weeds.

Organically maintained gardens shall not receive any pre-emergent herbicides. Mulch in excess of 4" will be removed from the bed areas. **SPECIAL CARE** shall be taken in the mulching operation not to over-mulch or cover the base of trees and shrubs. This can be detrimental to the health of the plants.

WEEDING

All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times.

Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in accordance with the product's label.

INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUNDCOVER

The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state Cooperative Service publication on insect control on landscape plant material.

Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides shall be made when the owner authorizes it.

If the contractor notes an especially insect-or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is *Insects that feed on Trees and Shrubs* by Johnson and Lyon, Comstock Publishing Associates. For plant pathogenic diseases, two references are suggested: *Scouting and Controlling Woody Ornamental Diseases in Landscapes and Nurseries*, authorized by Gary Moorman, published by Penn State College of Agricultural Sciences, and *Diseases of Trees and Shrubs* by Sindlar and Lyon, published by Comstock Publishing Press.

TRASH REMOVAL

The maintenance contractor shall remove trash from all shrub and groundcover beds with each visit.

LEAF REMOVAL

All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the maintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

Winter Clean-up: The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March.

Clean-up includes:

- Cleaning curbs and parking areas
- Removing all trash and unwanted debris
- Turning mulch where necessary
- Inspection of grounds

SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS

The installation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, installed and billed to the owner.

SEASONAL COLOR MAINTENANCE

Perennialization of Bulbs:

1. After flowering, cut off spent flower heads.
2. Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
3. Allow leaves of other bulbs to yellow naturally and then cut off at base.
4. Apply fertilizer after flowering in spring, possibly again in fall. Apply 10-10-10 at the rate of 2 pounds per 1000 square feet, or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

Flower Rotation:

1. Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner, and install new plants if included in contract.
2. Summer Annuals or Fall Plants:
 - a. Dead heading: Pinch and remove dead flowers on annuals as necessary.
 - b. Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer. Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly; or mulch with compost 1" deep.
 - c. Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and then removed, unless otherwise directed by the owner.

Perennials:

1. After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
- 2.





CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 13, 2023

AGENDA ITEM: E-23-02 PET SMART SIGN EXCEPTION

The applicant, Pet Smart, is requesting consideration of a sign exception to allow for an additional wall sign for a total of two (2) wall signs. The applicant proposes to aggregate allowable wall sign area and distribute to a secondary entrance which leads to a separate section of the building dedicated to veterinary services. The subject property is located at 6370 North Point Parkway in the North Point Market Center.

PLANNING COMMISSION RECOMMENDATION:

Approve E-23-02 Pet Smart Sign Exception, subject to the following conditions:

1. Wall sign location, number, and size shall be limited to the submitted plans, dated 1/12/23, except to comply with the conditions below, as approved by Staff.
2. Wall signs shall not have an internally illuminated sign face. Wall signs shall be reverse lit, externally illuminated, or non-illuminated, as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for two (2) wall signs on a commercial building. The applicant proposes additional signage to identify a secondary entrance which leads to a separate section of the building dedicated to veterinary services. The subject property is located at 6370 North Point Parkway in the North Point Market Center.

The subject property is a 26,339 square foot commercial building located within a 41.4-acre property and is zoned PSC (Planned Shopping Center). Surrounding properties to the north, east, and west are also zoned PSC. The property to the south is zoned R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential) for the Avana North Point Apartments.

For properties within a shopping center over 50,000 square feet of enclosed leasable space, the City's Sign Code allows one (1) wall sign per road frontage no greater than one square foot (1 SF) of area per one linear foot (1 LF) of frontage. The building frontage facing North Point Parkway is 156 linear feet; therefore, one (1), 156 square foot wall sign is permitted on the northeast elevation of the building.

The applicant proposes to apply the un-used sign area from the signage at the main entrance to the secondary veterinary services entrance, which is located further south. As shown in the photos below, the existing main entrance sign is 142.6 square feet and the proposed second entrance sign is 13.4 square feet, for a total of 156 square feet.

Existing Main Entrance Signage



Proposed Secondary Entrance Signage



EXCEPTION REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.4. outlines the criteria set forth for granting an exception to the sign regulations. The ordinance specifically states..."an exception may be granted upon a finding that":

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

Response: The subject property provides veterinary services as an accessory use, which is separate from the main commercial use of the building and has its own entrance.

2. The application of the Ordinance to this particular piece of property would create an unnecessary

hardship; or

Response: Application of the ordinance would allow one (1) wall sign for the building. The property provides veterinary services as an accessory use, and an additional sign would help facilitate foot traffic to the appropriate building entrance.

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 provides veterinary services as an accessory use, which is separate from the main commercial use of the building and has its own entrance. The additional signage would help facilitate foot traffic to the appropriate building entrance.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: Granting the applicant's request would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance. The subject property provides veterinary services as an accessory use, which is separate from the main commercial use of the building and has its own entrance. The additional signage would help facilitate foot traffic to the appropriate building entrance. Furthermore, another tenant in the shopping center, Target, was approved for a sign exception in 2018 (V-18-05) to allow a second wall sign to indicate there are pharmaceutical services provided within the commercial building.

CONCURRENCES

Staff has reviewed the applicant's request against the review criteria for a sign exception. The proposal should not have significant impacts on surrounding properties, which are developed with similar commercial uses. The subject property provides veterinary services, which is separate from the main commercial use of the building and has its own entrance. The additional signage would help facilitate foot traffic to the appropriate building entrance. Furthermore, another tenant in the shopping center, Target, was approved for a variance in 2018 (V-18-05) to allow a second wall sign to indicate there are pharmaceutical services provided within the commercial building. If approved, wall signs shall not have an internally illuminated sign face.

CITIZEN PARTICIPATION PLAN

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

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on October 11, 2023. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • CZIM • Citizen Part B • Application

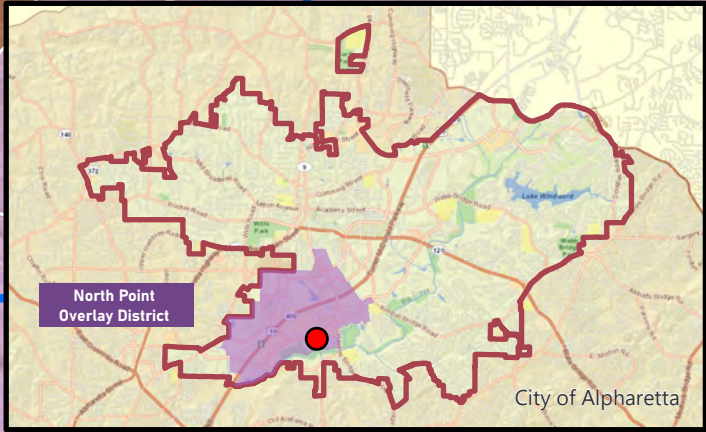


E-23-02
D/LL: 1/2/0741
CC: 11/13/23

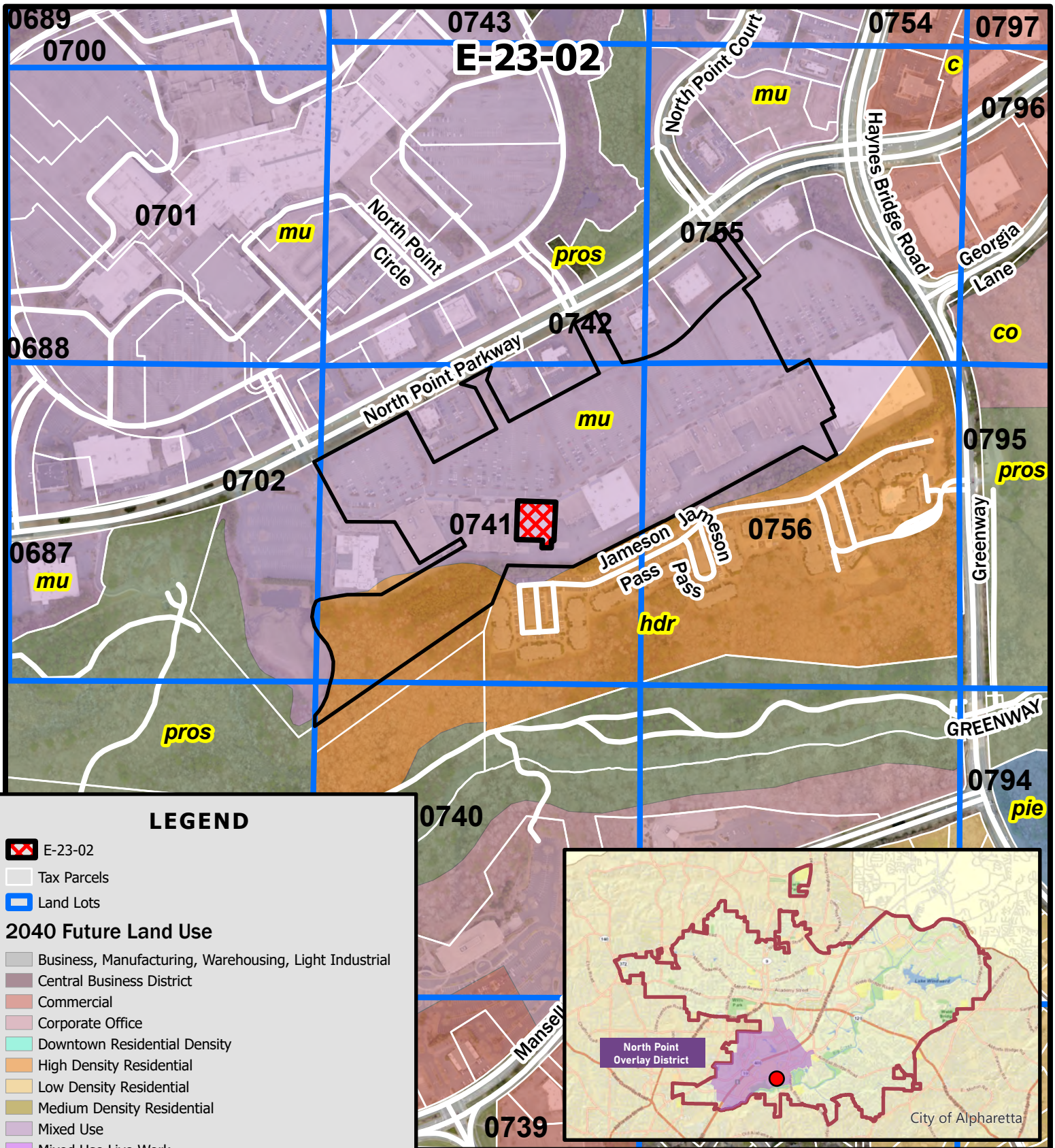


Aerial Map
Pet Smart Sign Exception
6370 North Point Parkway

Location Map Provided by:
Community Development - GIS
Page 227 of 334



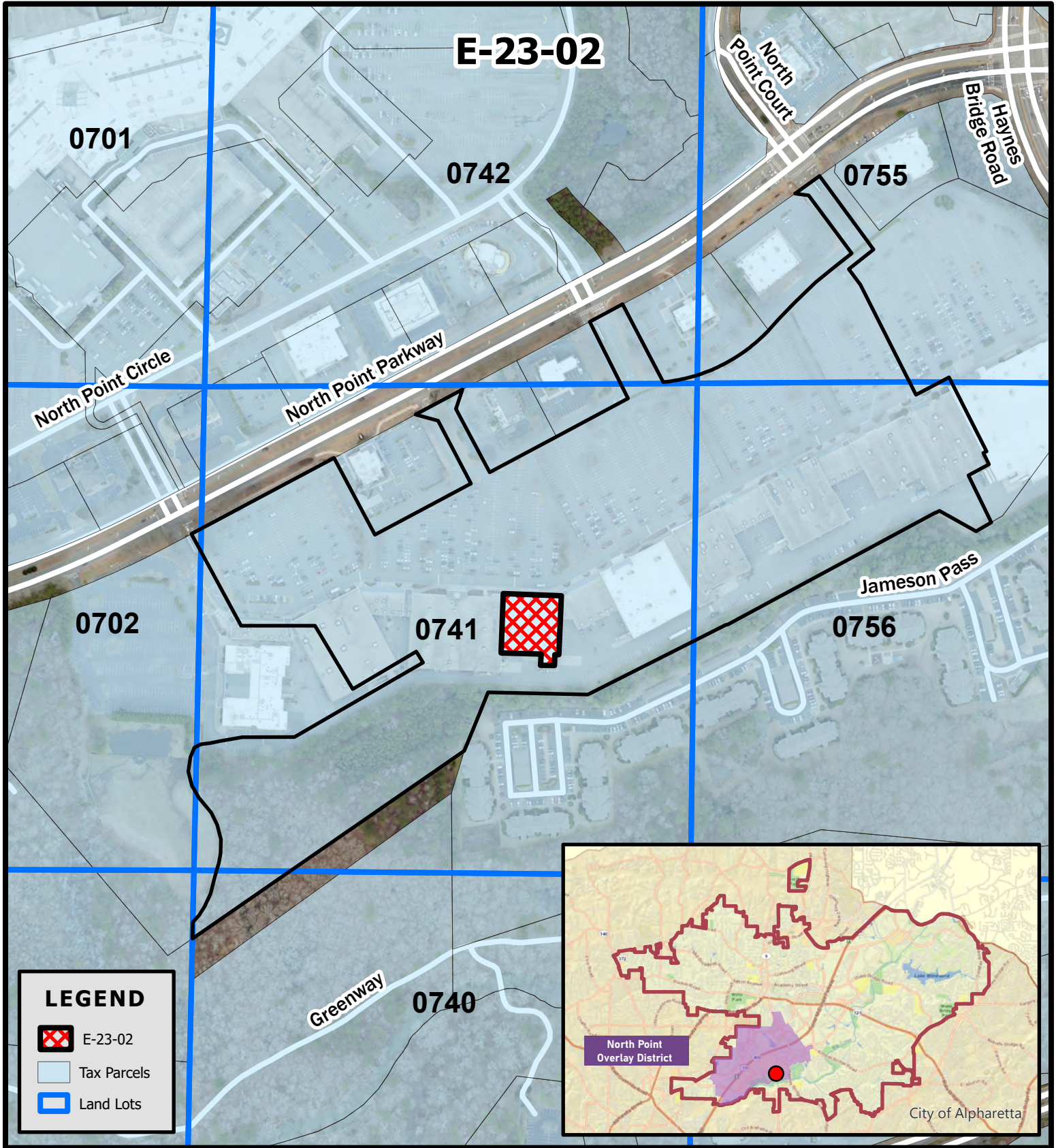
CC: 11/13/23



E-23-02
D/LL: 1/2/0741
CC: 11/13/23

Future Land Use Map
Pet Smart Sign Exception
6370 North Point Parkway





E-23-02

D/LL: 1/2/0741

CC: 11/13/23

Community Zoning Information Meeting (CZIM)

October 13, 2023

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

E-23-02 / Pet Smart Sign Exception

NAME	ADDRESS	COMMENTS
	No Comments	

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: PetSmart / PetVet additional wall sign

Contact Name: Mike Hammond Telephone: 864.909.5558

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 received no comments or feedback from neighboring property owners.

Mike Hammond - Apollo Sign & Light
mhammond@apollosign.com
864.909.5558

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: 10/18/23

Print Form

9/27/23

Mike Hammond
1238 Logan Cir NW
Atlanta GA 30318

RE: Pet Vet wall sign variance (Case # PHA230031)

Dear Property Owner:

Please allow this letter to serve as public notice for a Variance request at 6370 N Point Pkwy Alpharetta GA 30202 to [allow a second wall sign for Pet Smart / Pet Vet.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday October 11, 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 City Council on Monday, November 13, 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 mhammond@apollosign.com or 864.909.5558.

Sincerely,

Mike Hammond

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: Mike Hammond Telephone: 864.909.5558

Address: 1238 Logan Cir NW Suite: _____

City Atlanta State: GA Zip: 30318 Fax: _____

Mobile Tel: 864.909.5558 Email: mhammond@apollosign.com

Subject Property Information:

Address: 6370 North Point Pkwy Alpharetta GA 30202 Current Zoning: PSC

District: 1st Section: 2nd Land Lot: 741 Parcel ID: P00004844627

Proposed Zoning: n/a Current Use: Retail

This Application For (Check All That Apply):

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

APPLICANT REQUEST AND INTENT

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

Retail

Applicant's Request (Please itemize the proposal):

Requesting a variance of sign code Sec 2.6.12 requiring a maximum of one wall sign per tenant.

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

This variance would allow for an identifying sign above a secondary entrance on the facade.
This entrance leads to a separate section of the space for veterinary services.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: NPMC Retail, LLC c/o Colliers International Telephone: 404-633-6930
Address: 1230 Peachtree Street NE, Promenade Suite: 800
City: Atlanta State: GA Zip: 30309

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 |
- Re: Signage

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Kristen Holt, as agent for NPMC Retail, LLC (Property Manager) Telephone: 404-633-6920
Address: _____ Suite: _____
City: same as above State: _____ Zip: _____

So Sworn and Attested:

Owner Signature: Kristen Holt, as agent for owner Date: 5/10/23
NPMC Retail, LLC



Notary Signature: Betty D. Bertrand Date: 5/10/23

My Commission expires
March 29, 2024

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Pet Smart

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: _____ 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: 7/13/23
owner, NPmc Retail, LLC
Property Manager

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

We feel this small secondary sign does not present any undue advantage to the tenant in relation to neighboring tenants. It would provide a necessary wall-mounted directional sign to facilitate foot traffic.

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

It would not.

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

Yes. This variance is minimally impactful to any aspect of the property.

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

None

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

None

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

It is only a slight variance from current compliance.

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.

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

No

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

Somewhat; Patrons would lack an identifier for a more efficient entrance for the specific services they may be seeking.

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

Only in regard to identification of a separate business within the same tenant space.

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

No. We believe this is a small deviation with no negative effects.

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.

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☐ Yes

☒ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☐ Yes

☒ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes

☒ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

☐ Yes

☒ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☒ Yes

A neighboring tenant (Target) has an additional wall sign to identify the CVS within. See enclosed photo.

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☐ Yes

☒ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes

☒ No

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: PetSmart / PetVet additional wall sign

Contact Name: Mike Hammond Telephone: 864.909.5558

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.

BRI 180 North Point LLC

City of Alpharetta

Dillard Department Stores

BP Northpoint LLC

Ripon Main Associates LP

Cole CP Alpharetta

NPMC Retail LC

Palm J LLC

GSIC II North Point LLC

GM North Point Two LLC

Hubert Prop LLLP

Reep RTL NPM GA LLC

Dayton Hudson Corp

Swann Investments LLC

SunTrust Bank ATL

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.

BRI 1870 NORTH POINT LLC
1140 E HALLANDALE BEACH BLVD
HALLANDALE FL 33009

COLE CP ALPHARETTA GA LLC
12181 BLUFF CREEK DR 5TH FL
PLAYA VISTA CA 90094

PALM J LLC
1660 S CONGRESS AVE BLDG 2
BOYNTON BEACH FL 33426

CITY OF ALPHARETTA THE
2 PARK PLAZA
ALPHARETTA GA 30009

NPMC RETAIL LC
2100 MC KINNEY AVE STE 700
DALLAS TX 75201

GM NORTH POINT TWO LLC
3060 PEACHTREE RD STE 1540
ATLANTA GA 30305

DILLARD DEPARTMENT STORES INC
4501 NORTH BEACH ST
FORT WORTH TX 76137

GSIC II NORTH POINT LLC
465 MEETING ST SUITE 500
CHARLESTON SC 29403

REEP RTL NPM GA LLC
51 MADISON AVE
NEW YORK NY 10010

BP NORTHPOINT LLC
5200 BUFFINGTON RD
ATLANTA GA 30349

HUBERT PROP LLLP
850 KENNESAW AVE NW STE 2
MARIETTA GA 30060-1095

SWANN INVESTMENTS L P
850 KENNESAW AVE NW STE C2
MARIETTA GA 30060-1095

RIPON MAIN ASSOCIATES L P
940 EMMETT AVE STE 200
BELMONT CA 94002

DAYTON HUDSON CORP
P.O. BOX 9456
MINNEAPOLIS MN 55440-9456

SUN TRUST BANK ATL
PO BOX 26665, VA-RIC-8614
RICHMOND VA 23261-6665

	Tenants Protected Area
	Landlord Property
	Dave & Buster's Tract
	Target Parcel
	TBD Outdoor Storage Area
	Shopping Center
	Hobby Lobby



PREPARED ESPECIALLY FOR



6370 N. POINT PKWY.
ALPHARETTA, GA 30022

YOUR PARTNER IN BUILDING AN OUTSTANDING IMAGE



It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

image national signs ...bringing your image to light! 16265 Star Rd., Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 imagenational.com	UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PETSMART	Date: 1/12/23	File Location: PET-0289-Alparetta, GA-R5	Page No.
		Site: SITE #0289 6370 N. Point Pkwy. Alpharetta, GA 30022	Designer: SO		1 of 7
			Account Manager: RKP		



 **SITE MAP/AERIAL VIEW**
SCALE: N.T.S.

DESIGN SIGN STATUS - MAIN ID WALL SIGNS			
SIGN #	LOCATION	SIGN TYPE	TECHNICALLY VERIFIED
1	NORTH ELEVATION	CUSTOM CHANNEL LETTERS ON RACEWAY-ILLUMINATED	X
2	NORTH ELEVATION	TEMPORARY BANNER	X
3	NORTH ELEVATION	WINDOW GRAPHICS	X

WART

DRAWING TYPE		
CONCEPTUAL	TECHNICAL	X
REVISIONS		
1) CUSTOM SET REQUIRED TO MEET CODE		
2) ADD TEMP BANNER & WINDOW GRAPHICS		
3) CHANNEL LETTERS ON R/W		
4)		

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.



16265 Star Rd., Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020
imagenational.com



U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

NAMPA PLANT - UL #433195-001

Client: PETSMART

Site: SITE #0289
6370 N. Point Pkwy.
Alpharetta, GA 30022

Date: 1/12/23

Designer: SO

Account Manager: RKP

File Location: PET-0289-Alpharetta, GA-R5



Page No.

2 of 7

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EXISTING ELEVATION - NO CHANGE



FRONT ELEVATION - NORTH

SCALE: 3/32"=1'-0"

EXISTING SQ. FT.: 142.6
ALLOWED SQ. FT.: 156.0
PROPOSED SQ. FT.: 13.4

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image national signs ...bringing your image to light! in TM 16265 Star Rd., Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 imagenational.com	UL UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PETSMART		Date: 1/12/23	File Location: PET-0289-Alparetta, GA-R5 	Page No. 3 of 7
		Site: SITE #0289 6370 N. Point Pkwy. Alpharetta, GA 30022		Designer: SO		
				Account Manager: RKP		

EXISTING ELEVATION



FRONT VET ELEVATION - NORTH

SCALE: 3/16"=1'-0"

EXISTING SQ. FT.: 142.6
ALLOWED SQ. FT.: 156.0
PROPOSED SQ. FT.: 156.0

PROPOSED ELEVATION



GENERAL NOTES

CUSTOM WHITE CHANNEL LETTERS ON RACEWAY TO FRONT ELEVATION

CITY CODE & ALLOWANCES

1 SF PER LINEAL FOOT OF STREET FRONTAGE FACADE.
REAR DOOR MAY HAVE UP TO 3 SF FOR IDENTIFICATION.
NO SIGN MAY EXCEED 156 SF.

*Additional wall sign for secondary entrance specifically for veterinarian services
*Will seek variance



SIMULATED NIGHT VIEW

SCALE: N.T.S.

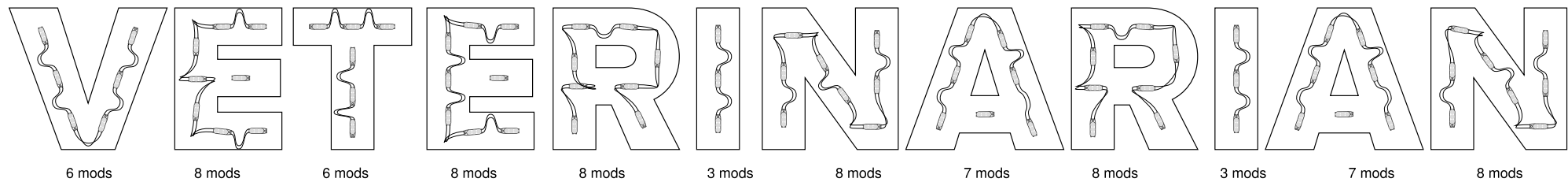


1 CUSTOM ILLUMINATED CHANNEL LETTERS - RACEWAY 13.4 SF
SCALE: 1/2" = 1'-0"

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.							
image national signs ...bringing your image to light! in TM 16265 Star Rd., Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 imagenational.com UL UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PETSMART		Date: 1/12/23		File Location: PET-0289-Alparetta, GA-R5		Page No.
	Site: SITE #0289 6370 N. Point Pkwy. Alpharetta, GA 30022		Designer: SO		PET SMART		4 of 7
			Account Manager: RKP				



1 CUSTOM ILLUMINATED CHANNEL LETTERS - RACEWAY
SCALE: 1/2" = 1'-0"

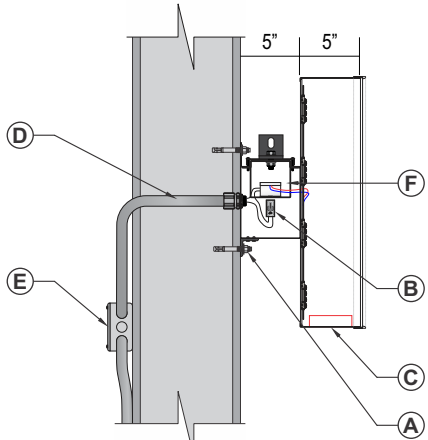


LED LAYOUT
SCALE: 3/4" = 1'-0"

FABRICATION SPECIFICATIONS		
1	PAN CHANNEL	FACE COLOR
		WHITE ACRYLIC
		TRIM CAP
		1" BLACK
		RETURN DEPTH
2	RACEWAY	5" x 0.040" BRONZE COIL (69LF)
		BACKS
		3MM ACM
		LED
		GE GEM2471-W1
		POWER SUPPLY
		PER ENGINEERING
		MATERIAL
		5" ALUMINUM
		COLOR
		PER COLOR KEY (P1)

CUSTOM NOTES
CUSTOM SIZE REQUIRED TO MEET CODE

COLOR KEY		
F1	ACRYLIC	WHITE ACRYLIC
P1	PAINT	TO MATCH RED BRICK
NOTE: THE COLORS DEPICTED ON THIS RENDERING REPRESENT COLOR INTENT ONLY AND MAY NOT MATCH ACTUAL COLORS ON FINISHED PRODUCT. PLEASE REFER TO COLOR CALL-OUTS AND SPECIFIED VENDOR SAMPLES FOR APPROVED COLOR SPECIFICATIONS.		



TYPICAL SECTION DETAIL
SCALE: 3/4" = 1'-0"

INSTALL

- A. Non-Corrosive Securement Using Appropriate Mounting Hardware Painted to Match Background.
- B. Disconnect Switch at Left End of Raceway
- C. 1/4"Ø Drain Holes Required in Letter Returns & Retainers w/ Baffles as required.
- D. 1/2" (MFG) Plastic Pass-Through
- E. 20 amp 120 V. Circuits Required (Brought to within 6' of sign BY OTHERS)
- F. Raceway

APPROVED FASTENER SCHEDULE		
	3/8" - 1/2" LAG SCREW	FOR USE WITH WOOD OR EIFS WALL SYSTEMS. 1 1/2" MIN PENETRATION (EXCLUDING TIP)
	1/4" - 3/8" THREADED ROD	FOR USE WITH WOOD, CONCRETE BLOCK OR EIFS WALL SYSTEMS
	3/8" RED HEAD L.D.T. (LARGE DIAMETER TAPCON)	FOR USE WITH CONCRETE BLOCK, BRICK OR CONCRETE. EMBED A MIN. OF 2 1/2".
	3/8" DIA. HILTI HIT ROD WITH HY150 MAX ADHESIVE	FOR USE WITH CONCRETE. EMBED A MIN. OF 2"
	3/8" DIA. HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH MASONRY AND BRICK. EMBED A MIN. OF 3 3/8"
	3/8" DIA. HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH CONCRETE BLOCK. EMBED A MIN. OF 2"
	3/8" DIA. HILTI HCL SLEEVE ANCHOR	FOR USE WITH CONCRETE, MASONRY AND BRICK. EMBED A MIN. OF 3 3/8".
	3/8" DIA. LAG WITH 3/8" SHIELD & WASHER	FOR USE WITH CONCRETE, MASONRY AND BRICK - EMBED A MIN. OF 2"
	#10 (3") HEX SCREW W/ FENDER WASHER INTO PLASTIC WALL ANCHOR	USE WITH CONCRETE, MASONRY & BRICK. FOR USE WITH SMALL/LIGHTWEIGHT LETTERS & CABINETS

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UNDERWRITERS LABORATORIES
ELECTRIC SIGN

NAMPA PLANT -
UL #433195-001

U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PETSMART

Site: SITE #0289
6370 N. Point Pkwy.
Alpharetta, GA 30022

Date: 1/12/23

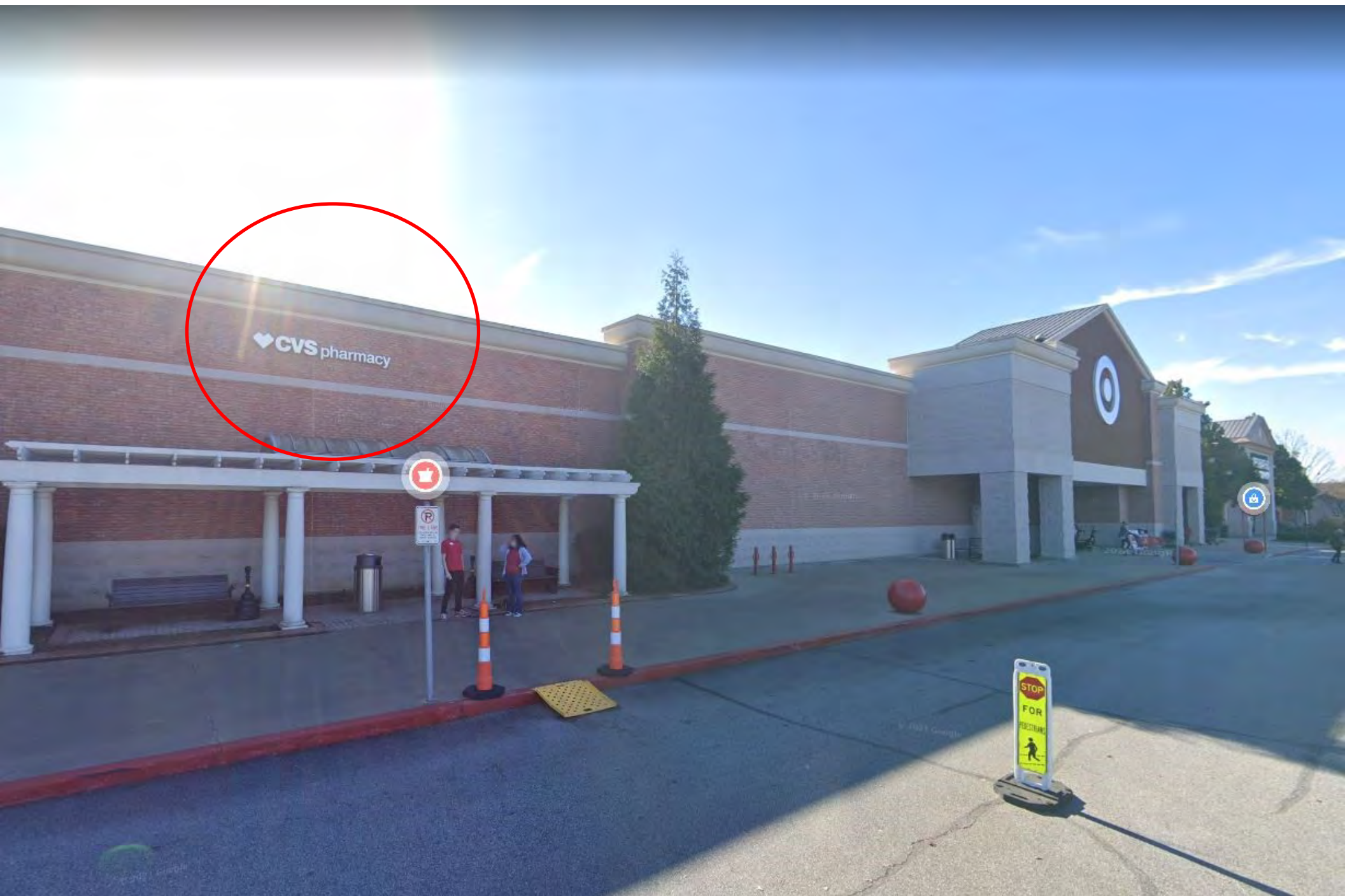
Designer: SO

Account Manager: RKP

File Location: PET-0289-Alparetta, GA-R5

Page No.

7 of 7



PARID: 12 273007020363

NPMC RETAIL LC

6500 NORTH POINT PKY

Parcel

Parcel ID:	12 273007020363
Property Location:	6500 NORTH POINT PKY
Unit:	
City:	ALPHARETTA
Neighborhood:	C107
Improvement Strata:	C1
Property Class:	C5
Land Use Code:	344-Strip Shopping Center
Living Units:	0
Acres:	41.4
Zoning:	PSC-
Location	3
Fronting:	3 - 3
Parking Type:	1-OFF STREET
Parking Quantity:	2
Street 1/Street 2:	2-Semi-Improved/-
Topo 1/Topo2/Topo3:	1-LEVEL/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	10Y
--------------	-----

Owners

Owners:	NPMC RETAIL LC
---------	----------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
NPMC RETAIL LC 2100 MC KINNEY AVE STE 700 DALLAS TX 75201		

Sales

Sale Date:	Sale Price:
29-MAR-17	\$108,546,000
29-MAR-17	\$10
12-NOV-98	\$32,168,400

Sale Details

1 of 3

Grantor:	CP VENTURE TWO, LLC
Grantee:	NPMC RETAIL LC
Sales Date:	29-MAR-17
Sale Price Sale Validity:	M : Sale Includes Multiple Parcels
Sale Source:	6 : PT61
Sales Type:	1 : LAND
Sale Flag:	
Deed Book:	57330
Deed Page:	0668

Deed Type:

LW

Parcel

Parcel ID:12 273007020363

Property Location:6500 NORTH POINT PKY

Unit:

City:ALPHARETTA

Neighborhood:C107

Improvement Strata:C1

Property Class:C5

Land Use Code:344-Strip Shopping Center

Living Units:0

Acres:41.4

Zoning:PSC-

Location3

Fronting:3 - 3

Parking Type:1-OFF STREET

Parking Quantity:2

Street 1/Street 2:2-Semi-Improved/-

Topo 1/Topo2/Topo3:1-LEVEL/-/-

Util1/Util2/Util3:1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District

10Y

Owners

Owners:

NPMC RETAIL LC

OBY Details

Card #:	Description:	Year Built:	Grade:	Width:	Length:	Area:
1	PA1-PAVING-ASPHALT PARK	1994	C			645,700

Land

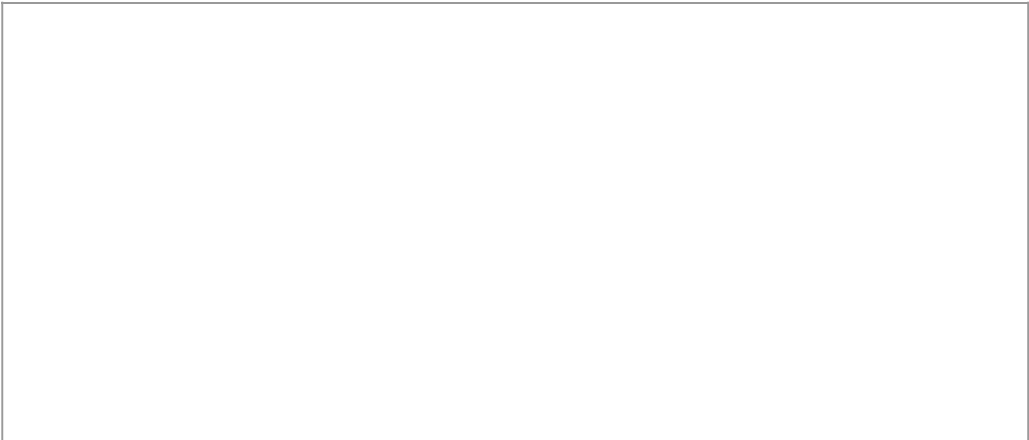
Line Number:1

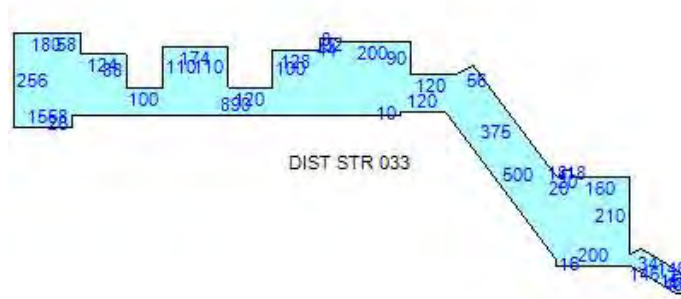
Land Type:A - ACREAGE

Land Code:21

Square Feet:1,803,384

Acres:41.4



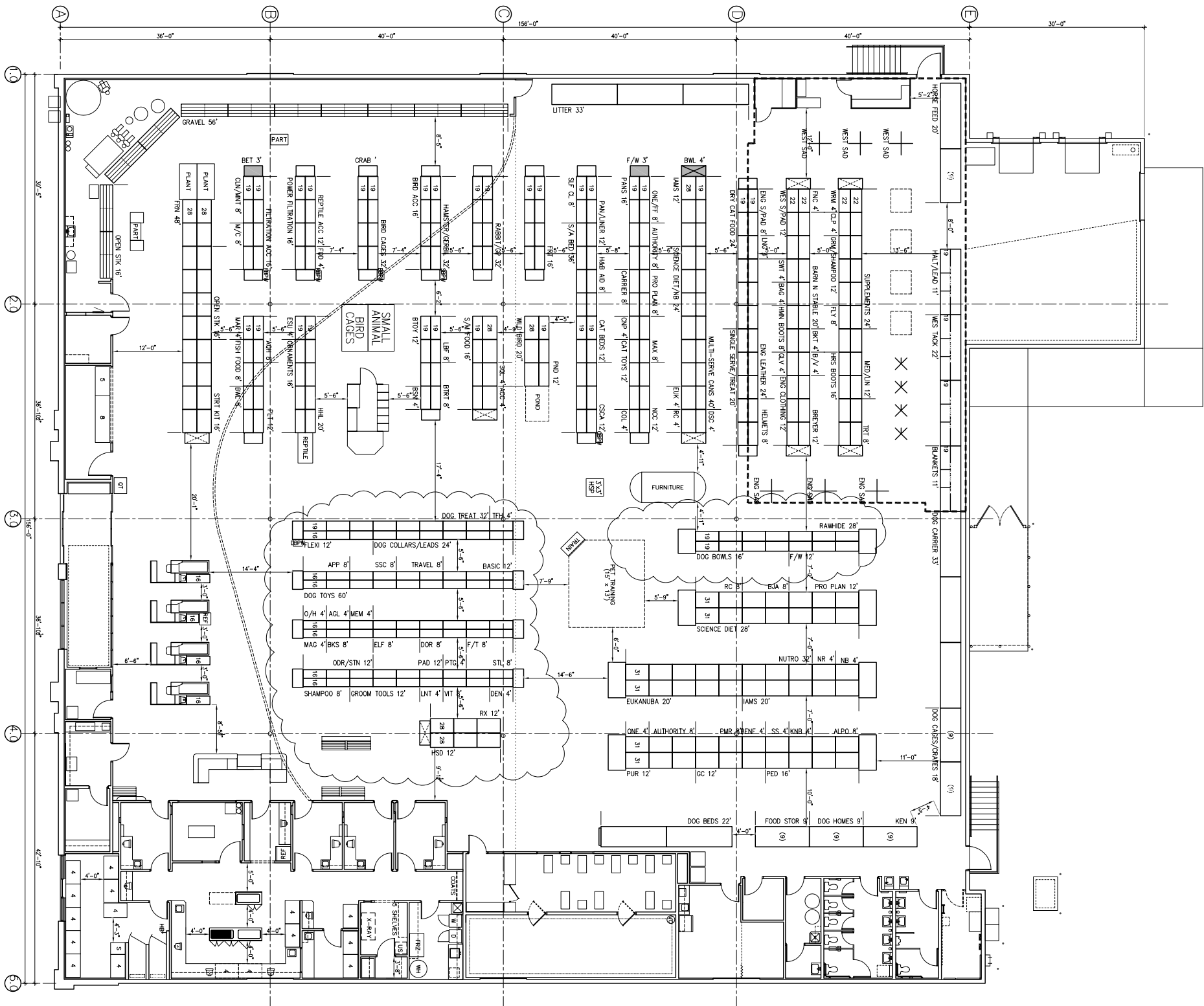


Item	Area
DIST STR 033 - 033:DISCOUNT STORE/MKT	51136
PAVING-ASP - PA1:PAVING-ASPHALT PARK	645700
UTL BLDG-BRK - RS3:UTILITY BLDG-BRK/STN	973
DIST STR 033 - 033:DISCOUNT STORE/MKT	51840
SPRKLR WET - SS1:SPRINKLER SYS WET	277876
DIST STR 033 - 033:DISCOUNT STORE/MKT	24840
STR FRNT/AV - SF2:STORE FRONT/AV MET F	736
DIST STR 033 - 033:DISCOUNT STORE/MKT	42456
OVRHD DR - OD1:OVERHEAD DR-WOOD/MTL	64
DIST STR 033 - 033:DISCOUNT STORE/MKT	27528
OVRHD DR - OD1:OVERHEAD DR-WOOD/MTL	100
DIST STR 033 - 033:DISCOUNT STORE/MKT	32500
CANPY RF/SLB - CP6:CANOPY ROOF/SLAB	9383
RETAIL 034 - 034:RETAIL STORE	46096
RETAIL 034 - 034:RETAIL STORE	50000
RETAIL 034 - 034:RETAIL STORE	41480



Suite	Tenant	SF
70	Bed, Bath & Beyond	39,999
80	Old Navy	20,000
100	J. Crew Factory	8,000
200	Nordstrom Rack	35,000
300	Mattress Firm	5,600
330	Sally Beauty Supply	2,000
340	AVAILABLE	2,000
400	Total Wine	33,420
500	Marshall's	40,000
600	AVAILABLE	6,000
610	5.11 Tactical	6,000
700	PetSmart	25,465
800	Hobby Lobby	50,275
900	Jenny Craig	2,400
910	D Nails	1,306
920	Savvi Formalwear	1,251
930	Poke Bar	1,305
940	Great Clips	1,084
1000	Dick's Sporting Goods	48,884
1100	Pedego	1,237
1100A	Dermani Medspa	1,287
1110	AVAILABLE	2,000
1120	Panera Bread	3,953
1200	Dave & Buster's	34,733

Outparcels		
Suite	Tenant	SF
OP1	Ken Stanton Music	9,000
OP1A	Men's Wearhouse	5,000
2A	DXL	5,985
2B	Sleep Number	4,356
2C	Rumble	3,659
3	Jared Jewelry	6,057
4	AVAILABLE	3,830
5	Food Terminal	5,800
6	Outback	6,497



FIXTURE SCHEDULE			
DESCRIPTION	MERCH STD	THIS PROJECT	DIFFERENCE
OVERALL STORE DIMENSIONS EXCLUDES RECEIVING AREA	122'-0" x 182'-0"	156'-0" x 156'-0"	N/A
SALES AREA	14,537 SF	20,022 SF	5,485 SF
GROUCHES AREA	394 SF	818 SF	-429 SF
TRAINING AREA	190 SF	190 SF	-164 SF
ADDITION AREA	122 SF	180 SF	61 SF
HEALTH SERVICES AREA	250 SF	214 SF	87 SF
RECEIVING AREA	1161 SF	1080 SF	-81 SF
EMPLOYEE SERVICES AREA	134 SF	106 SF	-27 SF
HOTEL APARTMENT LAY CAMP	0 SF	0 SF	0 SF
TOTAL STORE AREA	20,007 SF	24,039 SF	9,312 SF
SHELF LINEAR FOOTAGE (X) SECTIONS	1432 LF	1576 LF	144
SHELF LINEAR FOOTAGE (Y) SECTIONS	0 LF	18 LF	18
PAULET RACK LINEAR FOOTAGE	0 LF	197 LF	197
TOTAL LINEAR FOOTAGE	1432 LF	1791 LF	359
FISH TANK DISPLAY			
NL DP 4 SECTIONS	48	88	40
NL DP 3 SECTIONS	328	394	36
NL DP 3 SECTIONS		6	6
NL DP PAULET RACKING SECTIONS 699	0	13	6
NL DP DIVERSITY SPACES	0	102	13
CAPACITY AT RECEIVING AREA	45	0	-45

FIXTURE FLOOR PLAN

SCALE: 3/64" = 1'-0"

FIXTURE FLOOR PLAN

NOTE: This plan was created for fixturing purposes only. It may not reflect the true layout of the store. Therefore, the store should be field inspected prior to any work being done.

NOTE: This plan was created for fixturing purposes only. It may not reflect the true layout of the store. Therefore, the store should be field inspected prior to any work being done.

REVISED

STORE #289
ALPHARETTA, GA

[illegible]



July 21, 2023

Alpharetta Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

RE: Pet Vet (Petsmart) wall sign variance
6370 North Point Parkway
Alpharetta, GA 30022

To whom it may concern,

I'm writing on behalf of Pet Vet / Petsmart regarding a variance we are requesting for one additional illuminated wall sign for Pet Vet at 6370 North Point Parkway Alpharetta, GA 30022. We are seeking a variance for the following:

- **Total quantity of wall signs allowed per tenant:**
 - The current code (Sec. 2.6.12) requires a maximum of "one wall sign per road frontage for each tenant space no greater than one (1) sq. ft. of sign area per one (1) lin. ft. of tenant space frontage"

Apart from Petsmart's primary business operations at this site, a veterinarian service operates independently through a second entrance on the front façade. Although a separate entrance, it operates within the same tenant space that carries the restriction of allowing only one wall sign. We are requesting permission to install this second wall sign to act as an entrance identifier for the veterinary practice specifically, rather than a fully-fledged additional wall sign for primary identification.

For comparison, the Target store in this shopping center has an additional wall sign to identify the CVS that operates within.

Additionally, we have taken into account the maximum square footage allowance of 156 sq ft for the tenant space. Our new additional sign at 13.4 sq keeps us well within that tolerance when added to the square footage of the existing primary wall sign (141 sq ft).

We appreciate your consideration in this matter.

Thank you,

Mike Hammond / Workflow Manager / Apollo Sign & Light

1238 Logan Cir NW Atlanta GA 30318
864.909.5558 / mhammond@apollosign.com

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: PetSmart / PetVet additional wall sign

Contact Name: Mike Hammond Telephone: 864.909.5558

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.

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.

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0742-031-6

Account Number

4879358

Property Location

6250 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

2,328,300

Assessed Value

931,320

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	TAX
Fulton Cycle							
FULTON BONDS	931,320	0	931,320	X	.000200	\$0.00	\$186.26
FULTON OPER	931,320	0	931,320	X	.008870	\$0.00	\$8,260.81
NORTH FULTON CID	931,320	0	931,320	X	.003000	\$0.00	\$2,793.96
FULTON SCHOOL GEN	931,320	0	931,320	X	.017240	\$0.00	\$16,055.96
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$27,296.99
			Less Amount Paid				\$27,296.99
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0741-032-5

Account Number

4879366

Property Location

6304 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

1,349,000

Assessed Value

539,600

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	TAX
Fulton Cycle							
FULTON BONDS	539,600	0	539,600	X	.000200	\$0.00	\$107.92
FULTON OPER	539,600	0	539,600	X	.008870	\$0.00	\$4,786.25
NORTH FULTON CID	539,600	0	539,600	X	.003000	\$0.00	\$1,618.80
FULTON SCHOOL GEN	539,600	0	539,600	X	.017240	\$0.00	\$9,302.70
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$15,815.67
			Less Amount Paid				\$15,815.67
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0741-033-3

Account Number

4879374

Property Location

6360 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

1,341,200

Assessed Value

536,480

Temporary Assessment

Not Found

City Exemption:

County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	536,480	0	536,480	X	.000200	\$0.00	\$107.30
FULTON OPER	536,480	0	536,480	X	.008870	\$0.00	\$4,758.58
NORTH FULTON CID	536,480	0	536,480	X	.003000	\$0.00	\$1,609.44
FULTON SCHOOL GEN	536,480	0	536,480	X	.017240	\$0.00	\$9,248.92
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$15,724.24
			Less Amount Paid				\$15,724.24
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0741-034-1

Account Number

4879382

Property Location

6400 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

2,668,700

Assessed Value

1,067,480

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	TAX
Fulton Cycle							
FULTON BONDS	1,067,480	0	1,067,480	X	.000200	\$0.00	\$213.50
FULTON OPER	1,067,480	0	1,067,480	X	.008870	\$0.00	\$9,468.55
NORTH FULTON CID	1,067,480	0	1,067,480	X	.003000	\$0.00	\$3,202.44
FULTON SCHOOL GEN	1,067,480	0	1,067,480	X	.017240	\$0.00	\$18,403.36
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$31,287.85
			Less Amount Paid				\$31,287.85
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0702-035-5

Account Number

4879391

Property Location

6500 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

6,000,000

Assessed Value

2,400,000

Temporary Assessment

Not Found

City Exemption:

County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	2,400,000	0	2,400,000	X	.000200	\$0.00	\$480.00
FULTON OPER	2,400,000	0	2,400,000	X	.008870	\$0.00	\$21,288.00
NORTH FULTON CID	2,400,000	0	2,400,000	X	.003000	\$0.00	\$7,200.00
FULTON SCHOOL GEN	2,400,000	0	2,400,000	X	.017240	\$0.00	\$41,376.00
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$70,344.00
			Less Amount Paid				\$70,344.00
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

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DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0702-036-3

Account Number

4879404

Property Location

6500 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

67,500,000

Assessed Value

27,000,000

Temporary Assessment

Not Found

City Exemption:

County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	27,000,000	0	27,000,000	X	.000200	\$0.00	\$5,400.00
FULTON OPER	27,000,000	0	27,000,000	X	.008870	\$0.00	\$239,490.00
NORTH FULTON CID	27,000,000	0	27,000,000	X	.003000	\$0.00	\$81,000.00
FULTON SCHOOL GEN	27,000,000	0	27,000,000	X	.017240	\$0.00	\$465,480.00
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$791,370.00
			Less Amount Paid				\$791,370.00
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0755-028-6

Account Number

4879323

Property Location

0 POINT COURT NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

34,000

Assessed Value

13,600

Temporary Assessment

Not Found

City Exemption:

County Exemption:

<u>Levies</u>	<u>Assessment</u>	Exemptions	<u>Net Assessment</u>	X	<u>Net Rate</u>	<u>State Credit</u>	TAX
Fulton Cycle							
FULTON BONDS	13,600	0	13,600	X	.000200	\$0.00	\$2.72
FULTON OPER	13,600	0	13,600	X	.008870	\$0.00	\$120.63
NORTH FULTON CID	13,600	0	13,600	X	.003000	\$0.00	\$40.80
FULTON SCHOOL GEN	13,600	0	13,600	X	.017240	\$0.00	\$234.46
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$398.61
			Less Amount Paid				\$398.61
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0755-029-4

Account Number

4879331

Property Location

6010 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

2,678,500

Assessed Value

1,071,400

Temporary Assessment

Not Found

City Exemption:

County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	1,071,400	0	1,071,400	X	.000200	\$0.00	\$214.28
FULTON OPER	1,071,400	0	1,071,400	X	.008870	\$0.00	\$9,503.32
NORTH FULTON CID	1,071,400	0	1,071,400	X	.003000	\$0.00	\$3,214.20
FULTON SCHOOL GEN	1,071,400	0	1,071,400	X	.017240	\$0.00	\$18,470.94
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$31,402.74
			Less Amount Paid				\$31,402.74
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

[Return to Tax Bill](#) | [Return to Search Results](#)

DETAILED TAX SUMMARY



City of Alpharetta – North Fulton CID

TAX YEAR: 2022 ▼

Owner Name

NPMC RETAIL LC

Parcel Identification

12 -2730-0755-030-2

Account Number

4879340

Property Location

6110 POINT PARKWAY NORTH

Tax District

10A - ALPHARETTA / NORTH FULTON CID

Fair Market Value

1,845,200

Assessed Value

738,080

Temporary Assessment

Not Found

City Exemption:

County Exemption:

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	738,080	0	738,080	X	.000200	\$0.00	\$147.62
FULTON OPER	738,080	0	738,080	X	.008870	\$0.00	\$6,546.77
NORTH FULTON CID	738,080	0	738,080	X	.003000	\$0.00	\$2,214.24
FULTON SCHOOL GEN	738,080	0	738,080	X	.017240	\$0.00	\$12,724.50
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2022			Total Amount Billed				\$21,633.13
			Less Amount Paid				\$21,633.13
			Total Due				\$0.00
City of Alpharetta – North Fulton CID Cycle							
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00

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

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December 8, 2022

PetSmart #289
19601 North 27th Avenue
Phoenix, AZ 85027

**Re: PetSmart #289
2022 Real Estate Taxes
North Point Market Center – Alpharetta, GA**

Dear Tenant:

Enclosed, please find a copy of the 2022 **Fulton County and City of Alpharetta Tax Bills**. The portion due for your retail space is below. Please remit payment by December 31, 2022.

PetSmart's pro-rata share of the taxes has been calculated as follows:

2022 Real Estate Taxes	\$1,001,362.68
PetSmart's Pro-Rata Share	X 7.22%
Total Due Landlord	<u>\$ 72,298.39</u>

Please make your check payable to:

CBRE Global Investors, LLC AAF
NPMC Retail, LLC
P.O. Box 101958
Pasadena, CA 91189-1958

For Wire Instructions:

Bank Name: JP Morgan Chase Bank
Bank Address 201 N. Central Ave., Phoenix, AZ 85004
Bank ABA Number : 071000013
Account Name: CBRE Global Investors, LLC
AAF NPMC Retail, LLC-Rental Account
Account Number: 1297-21632

Your prompt payment is greatly appreciated.

Sincerely,
COLLIERS INTERNATIONAL MANAGEMENT – ATLANTA, LLC
As Agent for Owner, *NPMC Retail, LLC*

Bonni Whitehead
Senior Property Manager

Property Tax Transmittal

For: NTRG - CBRE Investment Management

Attn: Bonni Whitehead Email: bonni.whitehead@colliers.com



Transmittal #: 694734

Property

Prop ID: NPMC Parcels: 9
 Property: North Point Market Center
 6500 North Point Pkwy
 Alpharetta, GA 30022

Property Owner: NPMC Retail LC

Collector

MAKE CHECKS PAYABLE TO
 Fulton County Tax Commissioner
 P.O. Box 105052
 Atlanta, GA 30348-5052

Vendor #:

Assessor

Assessor: Fulton County
 Tax Year: 2022
 Tax Period Covered: 01/01/22 to 12/31/22
 RE Assessment Date: 01/01/22
 PP Assessment Date: 01/01/22

Taxing Authorities

		Tax Rates
RE	12 273007020355	29.31M
RE	12 273007020363	29.31M
RE	12 273007410325	29.31M
RE	12 273007410333	29.31M
RE	12 273007410341	29.31M
RE	12 273007420316	29.31M
RE	12 273007550286	29.31M
RE	12 273007550294	29.31M
RE	12 273007550302	29.31M

Transmittal Detail

Identification	Asmt Type	Tax Authority	TV	TV Ratio	Asd TV	Pay Meth	Est	Amount
12 273007020355	RE	12 273007020355	\$6,099,600	40.0000	\$2,439,840	Nor	N	\$71,511.71
						Total:		\$71,511.71
12 273007020363	RE	12 273007020363	\$71,369,500	40.0000	\$28,547,800	Nor	N	\$836,736.02
						Total:		\$836,736.02
12 273007410325	RE	12 273007410325	\$1,349,000	40.0000	\$539,600	Nor	N	\$15,815.67
						Total:		\$15,815.67
12 273007410333	RE	12 273007410333	\$1,341,200	40.0000	\$536,480	Nor	N	\$15,724.24
						Total:		\$15,724.24
12 273007410341	RE	12 273007410341	\$2,668,700	40.0000	\$1,067,480	Nor	N	\$31,287.85
						Total:		\$31,287.85
12 273007420316	RE	12 273007420316	\$2,328,300	40.0000	\$931,320	Nor	N	\$27,296.99
						Total:		\$27,296.99
12 273007550286	RE	12 273007550286	\$34,000	40.0000	\$13,600	Nor	N	\$398.61
						Total:		\$398.61

Property Tax Transmittal



LEADING REAL TALENT SINCE 1999

12 273007550294	RE	12 273007550294	\$2,678,500	40.0000	\$1,071,400	Nor	N	\$31,402.74
Total:								\$31,402.74
12 273007550302	RE	12 273007550302	\$1,845,200	40.0000	\$738,080	Nor	N	\$21,633.13
Total:								\$21,633.13
Total:			\$89,714,000		\$35,885,600			\$1,051,806.96

Installment Detail

Asmt Type Taxing Authority			Total Tax	Due Date	Amount Due	Disc Date	Disc Amount
Parcel: 12 273007020355			Ref #: ?				
1	RE	12 273007020355	\$71,511.71	11/15/22	\$71,511.71		\$0.00
Total for parcel 12 273007020355			\$71,511.71		\$71,511.71		\$0.00
Parcel: 12 273007020363			Ref #: ?				
1	RE	12 273007020363	\$836,736.02	11/15/22	\$836,736.02		\$0.00
Total for parcel 12 273007020363			\$836,736.02		\$836,736.02		\$0.00
Parcel: 12 273007410325			Ref #: ?				
1	RE	12 273007410325	\$15,815.67	11/15/22	\$15,815.67		\$0.00
Total for parcel 12 273007410325			\$15,815.67		\$15,815.67		\$0.00
Parcel: 12 273007410333			Ref #: ?				
1	RE	12 273007410333	\$15,724.24	11/15/22	\$15,724.24		\$0.00
Total for parcel 12 273007410333			\$15,724.24		\$15,724.24		\$0.00
Parcel: 12 273007410341			Ref #: ?				
1	RE	12 273007410341	\$31,287.85	11/15/22	\$31,287.85		\$0.00
Total for parcel 12 273007410341			\$31,287.85		\$31,287.85		\$0.00
Parcel: 12 273007420316			Ref #: ?				
1	RE	12 273007420316	\$27,296.99	11/15/22	\$27,296.99		\$0.00
Total for parcel 12 273007420316			\$27,296.99		\$27,296.99		\$0.00
Parcel: 12 273007550286			Ref #: ?				
1	RE	12 273007550286	\$398.61	11/15/22	\$398.61		\$0.00
Total for parcel 12 273007550286			\$398.61		\$398.61		\$0.00
Parcel: 12 273007550294			Ref #: ?				
1	RE	12 273007550294	\$31,402.74	11/15/22	\$31,402.74		\$0.00
Total for parcel 12 273007550294			\$31,402.74		\$31,402.74		\$0.00
Parcel: 12 273007550302			Ref #: ?				
1	RE	12 273007550302	\$21,633.13	11/15/22	\$21,633.13		\$0.00
Total for parcel 12 273007550302			\$21,633.13		\$21,633.13		\$0.00

Property Tax Transmittal

For: **NTRG - CBRE Investment Management**

Attn: Bonni Whitehead Email: bonni.whitehead@colliers.com

Transmittal #: **695040**



Property

Prop ID: NPMC
Property: North Point Market Center
6500 North Point Pkwy
Alpharetta, GA 30022

Parcels: 9

Property Owner: NPMC Retail LC

Collector

MAKE CHECKS PAYABLE TO

City of Alpharetta Finance Department-Tax
2 Park Plaza
Alpharetta, GA 30009-3680

Vendor #:

Assessor

Assessor: Fulton County
Tax Year: 2022
Tax Period Covered: 01/01/22 to 12/31/22
RE Assessment Date: 01/01/22
PP Assessment Date: 01/01/22

Taxing Authorities

		Tax Rates
RE	12 273007020355 City	5.75M
RE	12 273007020363 City	5.75M
RE	12 273007410325 City	5.75M
RE	12 273007410333 City	5.75M
RE	12 273007410341 City	5.75M
RE	12 273007420316 City	5.75M
RE	12 273007550286 City	5.75M
RE	12 273007550294 City	5.75M
RE	12 273007550302 City	5.75M

Transmittal Detail

Identification	Asmt Type	Tax Authority	TV	TV Ratio	Asd TV	Pay Meth	Est	Amount
12 273007020355	RE	12 273007020355 Ci	\$6,099,600	40.0000	\$2,439,840	Nor	N	\$14,029.08
						Total:		\$14,029.08
12 273007020363	RE	12 273007020363 Ci	\$71,369,500	40.0000	\$28,547,800	Nor	N	\$164,149.85
						Total:		\$164,149.85
12 273007410325	RE	12 273007410325 Ci	\$1,349,000	40.0000	\$539,600	Nor	N	\$3,102.70
						Total:		\$3,102.70
12 273007410333	RE	12 273007410333 Ci	\$1,341,200	40.0000	\$536,480	Nor	N	\$3,084.76
						Total:		\$3,084.76
12 273007410341	RE	12 273007410341 Ci	\$2,668,700	40.0000	\$1,067,480	Nor	N	\$6,138.01
						Total:		\$6,138.01
12 273007420316	RE	12 273007420316 Ci	\$2,328,300	40.0000	\$931,320	Nor	N	\$5,355.09
						Total:		\$5,355.09
12 273007550286	RE	12 273007550286 Ci	\$34,000	40.0000	\$13,600	Nor	N	\$78.20
						Total:		\$78.20

Property Tax Transmittal



LEADING REAL TALENT SINCE 1999

12 273007550294	RE	12 273007550294 Ci	\$2,678,500	40.0000	\$1,071,400	Nor	N	\$6,160.55
Total:								\$6,160.55
12 273007550302	RE	12 273007550302 Ci	\$1,845,200	40.0000	\$738,080	Nor	N	\$4,243.96
Total:								\$4,243.96
Total:			\$89,714,000		\$35,885,600			\$206,342.20

Installment Detail								
Asmt	Type	Taxing Authority	Total Tax	Due Date	Amount Due	Disc Date	Disc Amount	
Parcel: 12 273007020355			Ref #: ?					
1	RE	12 273007020355 City	\$14,029.08	12/01/22	\$14,029.08		\$0.00	
Total for parcel 12 273007020355			\$14,029.08		\$14,029.08		\$0.00	
Parcel: 12 273007020363			Ref #: ?					
1	RE	12 273007020363 City	\$164,149.85	12/01/22	\$164,149.85		\$0.00	
Total for parcel 12 273007020363			\$164,149.85		\$164,149.85		\$0.00	
Parcel: 12 273007410325			Ref #: ?					
1	RE	12 273007410325 City	\$3,102.70	12/01/22	\$3,102.70		\$0.00	
Total for parcel 12 273007410325			\$3,102.70		\$3,102.70		\$0.00	
Parcel: 12 273007410333			Ref #: ?					
1	RE	12 273007410333 City	\$3,084.76	12/01/22	\$3,084.76		\$0.00	
Total for parcel 12 273007410333			\$3,084.76		\$3,084.76		\$0.00	
Parcel: 12 273007410341			Ref #: ?					
1	RE	12 273007410341 City	\$6,138.01	12/01/22	\$6,138.01		\$0.00	
Total for parcel 12 273007410341			\$6,138.01		\$6,138.01		\$0.00	
Parcel: 12 273007420316			Ref #: ?					
1	RE	12 273007420316 City	\$5,355.09	12/01/22	\$5,355.09		\$0.00	
Total for parcel 12 273007420316			\$5,355.09		\$5,355.09		\$0.00	
Parcel: 12 273007550286			Ref #: ?					
1	RE	12 273007550286 City	\$78.20	12/01/22	\$78.20		\$0.00	
Total for parcel 12 273007550286			\$78.20		\$78.20		\$0.00	
Parcel: 12 273007550294			Ref #: ?					
1	RE	12 273007550294 City	\$6,160.55	12/01/22	\$6,160.55		\$0.00	
Total for parcel 12 273007550294			\$6,160.55		\$6,160.55		\$0.00	
Parcel: 12 273007550302			Ref #: ?					
1	RE	12 273007550302 City	\$4,243.96	12/01/22	\$4,243.96		\$0.00	
Total for parcel 12 273007550302			\$4,243.96		\$4,243.96		\$0.00	

Michael Hammond

From: April Mabe <AMabe@PetSmart.com>
Sent: Wednesday, April 5, 2023 12:39 PM
To: Beth Ludden
Subject: 0289_Alpharetta_GA - Signage Variance

Hi Beth,

City is saying this is what we need to show we are good for tax and code violations. Now we need the application and site plan.

Evidence of Property Tax and Code Violations

For Property Taxes, visit <https://mss.alpharetta.ga.us/MSS/citizens/RealEstate/Default.aspx?mode=new>
No balance due for this location;

← → ↻ 🔒 mss.alpharetta.ga.us/mss/citizens/RealEstate/ViewBill.aspx

 **Alpharetta**
GEORGIA

Real Estate

View Bill

As of	4/5/2023
Bill Year	2022
Bill	2207509
Owner	NPMC RETAIL LC
Parcel ID	12 -2730-0702-036-3

[View payments/adjustments](#)

Installment	Pay By	Amount
1	12/1/2022	\$155,250.00
TOTAL		\$155,250.00

For Code Violations, visit <https://open-alpharetta.opendata.arcgis.com/datasets/code-enforcement/data>

No Results for our location;

Filters

Code Enforcement

Filters

Styling

Filter as map moves ⓘ



Location



6370 North Point Parkway

Select attribute filters (8)



Type Description

4 values



Number

110 values



Tag

81 values



Status Code

1 values



Initiated Date

2/7/2022 to 4/4/2023



Z

0 to 0

123

Showing 25 of 110 rows

	Type Description	Nu
	Code Enforcement-Complaints	CE
ⓘ	Code Enforcement-Trees	CE
1	Code Enforcement-Complaints	CE
⬇	Code Enforcement-Complaints	CE
☆	Code Enforcement-Complaints	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Trees	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Trees	CE
	Code Enforcement-Trees	CE
	Code Enforcement-Complaints	CE
	Code Enforcement-Business ...	CE
	Code Enforcement-Trees	CE
	Code Enforcement-Trees	CE



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: November 13, 2023

AGENDA ITEM: PH-23-20 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – TEMPORARY USES

Consideration of text amendments to the Unified Development Code (UDC). Amend UDC Subsection 2.3.2 Temporary Uses to remove carnival, circus and fair as temporary uses approved by Staff.

This item was considered by the Planning Commission at the November 2, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

ITEM DESCRIPTION:

Staff recommends changes to UDC Subsection 2.3.2 Temporary Uses, to remove carnival, circus and fair as temporary uses approved by Staff. A carnival, circus or fair should require City Council approval. In addition, these temporary uses should address safety, parking, access, noise, and security while limiting impacts to surrounding properties. The City's Public Safety Department has limited resources to support these temporary uses.

ATTACHMENTS:

- Ordinance
- Subsection 2.3.2 Temporary Uses

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO TEMPORARY USES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the “City Council” or “Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City’s operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

Section 1: Article II, Subsection 2.3.2 titled “Temporary uses” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 2: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of November ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit “A”

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- ~~A. Carnival, circus or fair on property zoned and used for non-residential use, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.~~
- B. Outdoor tent sales on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Seasonal events associated with a not-for-profit on property zoned and used for non-residential use, for a period not to exceed seventy-five (75) days. Authorization may not be granted more than two (2) times per year, per property.

Seasonal Events associated with a for-profit entity on property zoned and used for non-residential use for a period not to exceed thirty (30) days. Authorization may not be granted more than four (4) times per year, per property. Seasonal events, such as an ice-skating rink, corn maze, haunted house, etc. shall be limited to activities that draw fewer than 100 people at a time.
- D. Religious meeting in a tent or other temporary structure on property zoned and used for non-residential use, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses. Carnival, circus or fair on property zoned and used for non-residential use may be permitted if approved by City Council. Site shall meet adequate parking and safety, access, noise, and security concerns and limit impacts to surrounding properties.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

(Ord. No. 688, § 1, 4-28-2014 ; Ord. No. 708 , § 1, 8-10-2015; Ord. No. 718 , § 15, 12-14-2015; Ord. No. 808 , § 3(Exh. C), 9-8-2020; Ord. No. 836 , § 1(Exh. B), 10-4-2021)

SECTION 2.3 SUPPLEMENTARY REGULATIONS

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. ~~Carnival, circus or fair on property zoned and used for non-residential use, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.~~
- B. Outdoor tent sales on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Seasonal events associated with a not-for-profit on property zoned and used for non-residential use, for a period not to exceed seventy-five (75) days. Authorization may not be granted more than two (2) times per year, per property.
- Seasonal Events associated with a for-profit entity on property zoned and used for non-residential use for a period not to exceed thirty (30) days. Authorization may not be granted more than four (4) times per year, per property. Seasonal events, such as an ice-skating rink, corn maze, haunted house, etc. shall be limited to activities that draw fewer than 100 people at a time.
- D. Religious meeting in a tent or other temporary structure on property zoned and used for non-residential use, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses. Carnival, circus or fair on property zoned and used for non-residential use may be permitted if approved by City Council. Site shall meet adequate parking and safety, access, noise, and security concerns and limit impacts to surrounding properties.

K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

(Ord. No. 688, § 1, 4-28-2014 ; Ord. No. 708 , § 1, 8-10-2015; Ord. No. 718 , § 15, 12-14-2015; Ord. No. 808 , § 3(Exh. C), 9-8-2020; Ord. No. 836 , § 1(Exh. B), 10-4-2021)



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: November 13, 2023

AGENDA ITEM:

Contract Award: Garland/DBS Inc. for Facility Roof Replacements for Fiscal Year 2024

Consideration of approval of a contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$465,075.00 and authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award a contract for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$465,075.00 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: \$465,075.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Roof Repairs/Replacements (Public Works Headquarters; segment 1 of 3) / 30141100-541300-C1229	\$322,316
Park Facilities Roof Repairs (Adult Activity Center) / 30161150-541300-C1229	\$142,759

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This item addresses roof replacements at the Alpharetta Adult Activity Center and the Alpharetta Public Works Facility at a total cost of \$465,075.00. The roofs of both facilities are currently leaking and repair is not a viable option. The recommendation is to award a contract for this work to Garland/DBS Inc (Garland).

The City has used Garland for multiple roof repair/replacement projects including the replacement of the metal roof segments at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex; and roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.) and has found their work, products, and responsiveness to be very good.

Procurement Method:

Staff recommends that the contract for the subject roof replacements be awarded to Garland/DBS Inc. based on a competitive bidding process under the OMNIA Partners Program, a cooperative purchasing alliance.

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively soliciting contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations).

Racine County WI, as the lead public agency, competitively solicited the Garland contract and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include (a) pricing competitiveness; (b) turnkey single-source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing), manages roofing subcontractors (local pricing through sealed quotes), and Garland manages the warranty requirements to ensure compliance.

Public Works Headquarters

This request is for a retrofit of the metal roof segment for the lower main roof at Public Works Headquarters. This roof segment represents the lower front roof (roof segment A) over the building's offices and conference rooms. The roof replacement will also include needed structural repairs to the existing building. Repairs will include, but are not limited to, reinforcing existing roof purlin (*a horizontal beam along the length of a roof, resting on a main rafter and supporting the common rafters or boards*) by adding lateral bracing every 8 feet on-center up the length of the roof, adding bolts to each purlin splice and lateral bracing perpendicular to the existing roof purlin, and removal/reinstallation of the existing metal roof for access to make the necessary repairs.

The 5,000-square-foot metal roof is original to the building, has exceeded its life expectancy, and is experiencing numerous active leaks. Over the last 5 years, the Public Works Headquarters has had several instances of damage due to roof leaks in this particular roof segment. Damage that has occurred is, but not limited to, furniture, carpet, technology, insulation, and ceiling tiles.

Garland/DBS, Inc. proposes installing a Ketone Ethylene Ester (KEE) roof over the existing metal roof. KEE is a highly flexible, high-molecular-weight polymer. This roofing material is a non-migrating PVC plasticizer used for watertight, low-slope roofing. This roofing creates a solid watertight roofing membrane once applied and all the seams are heat welded. This roof will come with a 30-year watertight warranty and a contractor-guaranteed workmanship warranty for a period of (5) years against defects in materials.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$322,316 Atlanta Sheet Metal
- \$405,142 Eskola Roofing
- \$411,909 Innovative Roofing

The FY 2024 Budget included funding totaling \$325,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into unallocated capital for future appropriation by the City Council.

Adult Activity Center Flat Roof Segments

The Adult Activity Center (AAC) has four different roof segments that consist of two flat roofs and two pitched asphalt shingle roofs. The Adult Activity Center is currently experiencing several leaks due to the age of the roof and the roofs have reached and are beyond their current life expectancy. This request is for the replacement of the two flat roof segments of the Adult Activity Center in North Park. The two existing flat roofs will be replaced with StressPly Stressbase 80, which is a single-ply, modified bitumen membrane cap sheet roofing product that offers superior resistance to splits, tears, and fire.

NOTE: Public Works staff has already procured a contractor for the replacement of both asphalt shingle roof segments that are original to the buildings' construction. With the asphalt shingle roof replacements and the two flat roof replacements being requested, the AAC will have a new roof over all building segments. The work on the asphalt shingle roof will occur at the end of September and be completed by Hopewell Roofing at a cost of \$46,724.88. The new asphalt shingle roofs will come with a 40-year warranty.

If approved, the new flat roof segments will come with a 30-year no-dollar limit warranty and a 5-year workmanship warranty guaranteeing all work against defects.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$142,759 Scott Edwards LLC
- \$160,395 Innovative Roofing
- \$182,984 Core Roofing

The FY 2024 Budget included funding totaling \$195,000 for the scope set forth above including the asphalt shingle roof replacements. Upon approval of this contract, the difference will be placed into Non-Allocated for future appropriation by the City Council.

Project Schedule:

Once a contract with Garland has been finalized and executed, completion of all work will take no longer than 150 days from notice to proceed. This timeframe includes the ordering and delivery of all materials, which has required significantly longer lead times than in recent years.

ALTERNATIVES:

Do not approve funding to Garland/DBS utilizing the competitively procured OMNIA Partners contract #PW1925 and bid out roof replacements.

Do not approve funding for roof replacements.

ATTACHMENTS:

1. Garland Contract as of 11-6-2023
2. Omnia Proposal 25-GA-221112 - City of Alpharetta - Adult Activity-Arts and Crafts - Flat Roof - Revised 8.14.23
3. Omnia Proposal 25-GA-230836 - City of Alpharetta - Public Works - Roof Section A

CONTRACT AGREEMENT
PUBLIC WORKS ROOF SECTION A AND ADULT ACTIVITY CENTER &
ARTS/CRAFT BUILDING FLAT ROOF

THIS AGREEMENT made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **GARLAND/DBS INC.**, a Delaware corporation with its principal office located at 3800 East 91st Street, Cleveland, OH 44105 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction projects described as follows:

PUBLIC WORKS ROOF SECTION A: This project consists of the retrofit of the metal roof segment for the lower main roof at Public Works Headquarters as per the Contractor's Proposal, Proposal # 25-GA-230836, MICPA # PW1925 dated October 12, 2023, as provided in Appendix "A."

ADULT ACTIVITY CENTER & ARTS/CRAFT BUILDING: This project consists of our different roof segments that consist of two flat roofs and two pitched asphalt shingle roofs as per Contractor's Proposal, Proposal # 25-GA-221112, MICPA # PW1925 dated August 14, 2023, as provided in Appendix "B."

The work for these projects will include, but may not be limited to, furnishing of all materials, labor, and equipment to complete the work. The project sites are within the City of Alpharetta, Georgia, (hereafter called the PROJECT).

The Contract Documents consist of this Contract and the Contractor's Proposal, Proposal # 25-GA-230836, MICPA # PW1925 dated October 12, 2023, as attached in Appendix "A," and Contractor's Proposal, Proposal # 25-GA-221112, MICPA # PW1925 dated August 14, 2023, as provided in Appendix "B," 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.

For CONTRACTOR'S performance and completion of the PROJECT, CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Pricing Proposals dated October 12, 2023, and dated August 14, 2023, and as finally awarded by the CITY for a total sum not to exceed **FOUR HUNDRED SIXTY-FIVE THOUSAND, SEVENTY-FIVE DOLLARS AND 00/100 (\$465,075.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the PROJECT and the other Contract Documents, all of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in Appendix "C" attached herein, and to make payments on account thereof as provided in Appendix "C".

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). In the event of such delay, CONTRACTOR shall provide written notice to the CITY within five (5) business days of the commencement of any such delay. This notice is a condition precedent to any additional days. CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract, except those reasonable costs associated with this Contract that the CONTRACTOR has incurred up to the date of termination. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed and materials supplied through the date of termination, together with any reimbursable expenses then due. If this Contract is terminated for convenience, the CONTRACTOR shall not be entitled to any lost profits or consequential damages. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's affidavit to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false representation or has violated such representation by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in Appendix "C" and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract 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. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or 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.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract, or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or otherwise in the Contract, or as may be specified

Contract Name: Public Works Roof Section A and Adult Activity Center & Arts/Craft Building Flat Roof
Contract #: 2024 PW-AAC

by Special Provision, continuously pursue the Work without interruption to completion and fully complete the work within 150-days from the Notice to Proceed.

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form and legal sufficiency:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

GARLAND/DBS, INC.

By: _____

Brian Lambert, General Manager

Date: _____

Attest:

By: _____

Heidi Dobson, Corporate Secretary

Date: _____

APPENDIX "A"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Public Works - Roof Section A
1790 Hembree Rd
Alpharetta, Georgia 30009

Date Submitted: 10/12/2023
Proposal #: 25-GA-230836
MICPA # PW1925
GEORGIA General Contractor License #: GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Roof Section A Only

1. Inspect existing metal roof panels for any rust and or corrosion-especially under coating.
2. Remove as much coating as possible and wire brush the panels removing rust and or corrosion.
3. Apply rust inhibitive primer to treated areas with Rust Go Primer.
4. All existing downspout outlets are to be removed and cut out and replaced with 5" main drain hubs and solid pipe below the soffit.
5. Install new 6" round downspouts to fit over hard pipe coming through soffit and attach in same locations.
6. Frame out internal gutter by stacking 2x's high enough to match existing roofing height of new system. Please accommodate for 1/2" recovery board (primed densdeck) to match the height of the new roofing membrane.
7. Ensure new drain hubs are supported via straps and plates before securing to nailer.
8. Cut new overflow scuppers through the parapet wall and terminate with new faceplates on the outside at each drain hub location using PVC clad metal.
9. Ensure overflow height does not exceed roof high point in the back.
10. Install flute fill EPS to fit between ribs of metal panels.
11. Install new crickets between each drain hub to ensure proper drainage of roof using tapered panels for 1/2" per foot slope.

12. Mechanically fasten 1/2" 4x4 sheets of primed densdeck into metal panels in accordance to engineered wind up lift calculations.
13. Apply same flute fill and 1/2" dense deck board to walls and parapets to create solid substrate on vertical surfaces.
14. Apply GreenLock Membrane Adhesive in accordance to Garland specifications. (2-2.5gal/SQ)
15. Roll out 18' sheets of Flexbase E80 base sheet and let relax before application.
16. Install 18' sheets of Flexbase E80 onto adhesive using a heavy roller.
17. Immediately address any "mole runs" or "fish mouths", no heat welding is to occur.
18. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
19. Install new one ply base flashing system at all curbs, walls, and units. One ply base flashings shall consist of ply of Flexbase E80 mil SBS modified base sheet set in cold Green-Lock Flashing Adhesive at a rate of four (2-3) gallons per 100 square feet
20. All flashing laps and turn-bars shall be terminated using a three course application of fibered asphalt and reinforcement mesh. (Flashing Bond, 6" GarMesh, Flashing Bond)
21. Apply KEE Lock Foam over field of roof in accordance to Garland specifications and ribbon pattern.
22. Relax KEE-Stone FB 60 cap sheet prior to application.
23. Position KEE-Stone FB 60 and roll the membrane into KEE Lock Foam.
24. Make sure to NOT apply foam adhesive on any side laps where membrane is to be welded.
25. Broom in the KEE-Stone FB 60 membrane IMMEDIATELY after install to ensure even continuous contact between the fleece backing and the foam adhesive followed by a weighted roller to ensure contact with the adhesive and push out any air pockets.
26. Once the KEE-Stone FB 60 is adhered, heat-weld lap seams to seal the membranes together.
27. At all end laps, heat weld KEE-Stone 6" Utility Roll over joint to seal.
28. Remove all metal copings from perimeter wall and install new 24 ga cleated coping.
29. Provide a unit cost to replace any bad nailers.
30. Perimeter walls and copings shall be wrapped with KEE-Stone set in KEE Lock Mastic in accordance with Garland specifications.
31. Install new pitch pans with umbrellas around difficult termination areas.
32. Provide boots and accessory parts needed for the KEE system.
33. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counter-flashings along walls and parapet walls according to SMACNA applications.
34. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty.
35. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.
36. Please note that Alpharetta needs to raise the height of AC units and curbs to accommodate new roofing heights.

Scope of Work: Structural Repairs

Note: Roof panels must be removed and put back in order to perform repairs. Since building will not be vacated, there is not enough access underneath the deck to perform work.

1. Remove existing panels to access main beams above the office.
2. Per the engineer's structural report, reinforce the Z purlins, for antirotational reinforcement, with lateral braces every 8 feet on center up the length of the roof, perpendicular to the purlins.
3. Per the engineer's structural report, reinforce the Z purlins sitting over the main beam with a structural angle to attach the seated purlin to the bottom web of the main beam.
4. Per the engineer's structural report, add bolts at each purlin splice/ over lap for a total of 8 bolts per splice location/ 4 per side over each of the main beams.
5. Only panels where work is to be performed will be removed and put back, then original roofing scope for new roof will be executed per the separate PO.
6. Engineer allows for either bolting of repairs or welding, as jobsite access and work conditions permit.
7. Please note that no work to the overhang/ perimeter will be performed.
8. Install HVAC unit sleepers for the remaining units that will span 3 purlins on top of new roof.
9. Cost includes design fee and drain size calculations.

Proposal Price Based Upon Market Experience:	\$ 322,316
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Garland/DBS Price Based Upon Local Market Competition:

1 Atlanta Sheet Metal	\$ 322,316
2 Eskola Roofing	\$ 405,142
3 Innovative Roofing	\$ 411,909

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

APPENDIX "B"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Adult Activity Center & Arts/Crafts Building
13450 Cogburn Rd
Milton, Georgia 30004

Date Submitted: 08/14/2023
Proposal #: 25-GA-221112
MICPA # PW1925

GEORGIA General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Flat roof

1. Remove existing flat roof down to wood decking and dispose.
2. Inspect wood decking for any rot and/or buckling and provide a unit cost for replacement.
3. Fully adhere 1.5" ISO in accordance with engineered wind up lift calculations using Insul-Lock HR.
4. Fully adhere a ½" primed dens deck recovery board to the insulation using Insul-Lock HR.
5. Install one ply of Stressbase 80 base sheet set in a cold WeatherKing Adhesive at a rate of 2.0-2.5 gallons per 100 square feet.
6. FOR ALL FLAT SECTIONS WITH A SHINGLE TRANSITION THAT IS SLOPED-RUN BASE A MIN OF 18" UNDER SHINGLE SECTION.
7. Install one ply of StressPly Max FR Min membrane set in a cold modified interplay adhesive at a rate of 2.5 gallons per 100 square feet.
8. Install three inch (3") perlite cant strips at all curbs and base flashings set in Weatherking flashing adhesive and covered with SilverFlash and mesh at laps.
9. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of Stressbase 80 modified base sheet and one ply StressPly Max FR Mineral modified membrane set in Weatherking flashing adhesive at a rate of four (4) gallons per 100 square feet according to manufacturer's specifications.
10. Heat weld all overlap seams of cap sheet.
11. All flashing laps shall be terminated using a three course application of Silver Flash and reinforcement mesh.
12. Install new 4 lb. lead soil stack boots.
13. Install new pitch pans with umbrellas around difficult termination areas.
14. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications.

Contract Name: Public Works Roof Section A and Adult Activity Center & Arts/Craft Building Flat Roof
Contract #: 2024 PW-AAC

15. After a 40 day cure period, apply two coats of GarlaBrite to entire surface.
16. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty to Clayton County.
17. Contractor is to guarantee all work against defects in materials and workmanship for a period of five (5) years which will be provided to Garland DBS.
18. Garland to provide a 30YR leak free NDL warranty to the City of Alpharetta for flat sections only.

Total Price - Adult Activity Center Flat Roof

Proposal Price Based Upon Market Experience: \$ 70,405

Garland/DBS Price Based Upon Local Market Competition:

1 Scott Edwards LLC	\$ 70,405
2 Core Roofing	\$ 76,993
3 Innovative Roofing	\$ 80,601

Total Price - Arts and Crafts Building Flat Roof

Proposal Price Based Upon Market Experience: \$ 72,354

Garland/DBS Price Based Upon Local Market Competition:

1 Scott Edwards LLC	\$ 72,354
2 Innovative Roofing	\$ 79,794
3 Core Roofing	\$ 105,991

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	\$ 11.40 per Ln. Ft.
Decking Replacement	\$ 171.00 per Sheet

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

APPENDIX "C"

1. Permitted hours for Construction:

1. Between the hours of 7:00 AM and 7:00 PM Monday through Friday.
2. Work on Saturday will only be allowed if:
 - i. request is made at a minimum of 72 hours in advance of the start of the Saturday workday,
 - ii. no events are scheduled, **and**
 - iii. the workday is pre-approved by the Public Works Director or his designee.
3. If Contractor obtains pre-approval subject to the conditions provided in Section 2, immediately above, Work is only permitted on Saturday between the hours of 9:00 AM and 5:00 PM.
4. Work on Sunday is not permitted.

2. Traffic Control Measures, if necessary:

- (a) Contractor will be responsible for implementing and maintaining all necessary traffic control measures where necessary. Offeror/Contractor will submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Offeror/Contractor and must comply with MUTCD standards.
 - (b) Should the Contractor decide to use police officers as part of their traffic control, only City of Alpharetta Police may be so used. Contact the City of Alpharetta Department of Public Safety.
3. This price includes the full development and provision of all deliverables as further supplemented or modified by the City's requirements. The City will process approved payment requests under this PROJECT to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

Dennis Roland
City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
droland@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final

inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the 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. Representations and Warranties. Contractor represents and warrants that Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature.
5. Covenants. Contractor covenants that: (a) 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 must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (b) 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; (c) 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 (d) 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.

Contractor covenants that all Work, materials and equipment shall be free from defects and workmanship, and free from defects for a period of one year from completion. This covenant shall be cumulative to any other rights and remedies of the City.

6. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping, in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. 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 will supply copies of any such licenses, certifications or permits to the City upon request.

7. Insurance and Bonds.

- (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of 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 must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- (b) Requirements of Insurance.
- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations

assumed by the Contractor.

- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder will 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 will 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 will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
- (e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
- (f) Bonds. Payment and performance bonds each for the sum of \$465,075.00 shall be provided to the City within ten (10) calendar days from the execution of this Contract.
8. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract

will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

9. Subcontractors and Contractor Personnel.

- (a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility, and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes, as if said subcontractor was a party to this Contract.
- (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

10. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
11. 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 will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City.
12. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested or hand delivered:

- (a) If to the Contractor, at the following address:

Heidi Dobson
Garland/DBS, Inc
3800 East 91st Street
Cleveland, OH 44105
hdobson@garlandind.com

- (b) If to the City, at the following address:

Shawn Mitchell
City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009
smitchell@alpharetta.ga.us

- (c) With a copy to:

Ed Howden
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 300040
ehowden@jarrard-davis.com

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

13. 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 will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

14. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the 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 will 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 will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
 - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt within five (5) business days of receipt of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the 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 will instead provide a copy of his or her state issued driver's license or state-issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
 - (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

15. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. 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 will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Additional Terms of Contractor. The City will 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.

- (k) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party 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. In the event of a conflict between this Contract and any other document, this Contract shall prevail.
- (l) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the 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.
- (m) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (n) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality, regardless of its form, without the express prior written consent of the City.
- (o) 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, will survive the expiration or termination of this Contract, regardless of the reason for such termination.
- (p) OTHER WORK. The City may perform other work related to the PROJECT at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. CONTRACTOR shall cooperate and coordinate with such work. CONTRACTOR waives any and all claims and demands arising out of or related to such work.
- (q) CHANGES. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented in writing by the City.

- (r) CLAIMS. Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to CITY promptly (but in no event later than 14 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be a condition precedent to any claim.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Adult Activity Center & Arts/Crafts Building
13450 Cogburn Rd
Milton, Georgia 30004

Date Submitted: 08/14/2023

Proposal #: 25-GA-221112

MICPA # PW1925

GEORGIA General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Flat roof

1. Remove existing flat roof down to wood decking and dispose.
2. Inspect wood decking for any rot and/or buckling and provide a unit cost for replacement.
3. Fully adhere 1.5" ISO in accordance with engineered wind up lift calculations using Insul-Lock HR.
4. Fully adhere a ½" primed dens deck recovery board to the insulation using Insul-Lock HR.
5. Install one ply of Stressbase 80 base sheet set in a cold WeatherKing Adhesive at a rate of 2.0-2.5 gallons per 100 square feet.
6. FOR ALL FLAT SECTIONS WITH A SHINGLE TRANSITION THAT IS SLOPED-RUN BASE A MIN OF 18" UNDER SHINGLE SECTION.
7. Install one ply of StressPly Max FR Min membrane set in a cold modified interplay adhesive at a rate of 2.5 gallons per 100 square feet.
8. Install three inch (3") perlite cant strips at all curbs and base flashings set in Weatherking flashing adhesive and covered with SilverFlash and mesh at laps.
9. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of Stressbase 80 modified base sheet and one ply StressPly Max FR Mineral modified membrane set in Weatherking flashing adhesive at a rate of four (4) gallons per 100 square feet according to manufacturer's specifications.
10. Heat weld all overlap seams of cap sheet.
11. All flashing laps shall be terminated using a three course application of Silver Flash and reinforcement mesh.
12. Install new 4 lb. lead soil stack boots.
13. Install new pitch pans with umbrellas around difficult termination areas.
14. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications.

15. After a 40 day cure period, apply two coats of GarlaBrite to entire surface.
16. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty to Clayton County.
17. Contractor is to guarantee all work against defects in materials and workmanship for a period of five (5) years which will be provided to Garland DBS.
18. Garland to provide a 30YR leak free NDL warranty to the City of Alpharetta for flat sections only.

Total Price - Adult Activity Center Flat Roof

Proposal Price Based Upon Market Experience:	\$ 70,405
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Garland/DBS Price Based Upon Local Market Competition:

1 Scott Edwards LLC	\$ 70,405
2 Core Roofing	\$ 76,993
3 Innovative Roofing	\$ 80,601

Total Price - Arts and Crafts Building Flat Roof

Proposal Price Based Upon Market Experience:	\$ 72,354
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Garland/DBS Price Based Upon Local Market Competition:

1 Scott Edwards LLC	\$ 72,354
2 Innovative Roofing	\$ 79,794
3 Core Roofing	\$ 105,991

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	\$ 11.40 per Ln. Ft.
Decking Replacement	\$ 171.00 per Sheet

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Public Works - Roof Section A
1790 Hembree Rd
Alpharetta, Georgia 30009

Date Submitted: 10/12/2023
Proposal #: 25-GA-230836
MICPA # PW1925

GEORGIA General Contractor License #: GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Roof Section A Only

1. Inspect existing metal roof panels for any rust and or corrosion-especially under coating.
2. Remove as much coating as possible and wire brush the panels removing rust and or corrosion.
3. Apply rust inhibitive primer to treated areas with Rust Go Primer.
4. All existing downspout outlets are to be removed and cut out and replaced with 5" main drain hubs and solid pipe below the soffit.
5. Install new 6" round downspouts to fit over hard pipe coming through soffit and attach in same locations.
6. Frame out internal gutter by stacking 2x's high enough to match existing roofing height of new system. Please accommodate for 1/2" recovery board (primed densdeck) to match the height of the new roofing membrane.
7. Ensure new drain hubs are supported via straps and plates before securing to nailer.
8. Cut new overflow scuppers through the parapet wall and terminate with new faceplates on the outside at each drain hub location using PVC clad metal.
9. Ensure overflow height does not exceed roof high point in the back.
10. Install flute fill EPS to fit between ribs of metal panels.
11. Install new crickets between each drain hub to ensure proper drainage of roof using tapered panels for 1/2" per foot slope.

12. Mechanically fasten ½" 4x4 sheets of primed densdeck into metal panels in accordance to engineered wind up lift calculations.
13. Apply same flute fill and ½" dense deck board to walls and parapets to create solid substrate on vertical surfaces.
14. Apply GreenLock Membrane Adhesive in accordance to Garland specifications. (2-2.5gal/SQ)
15. Roll out 18' sheets of Flexbase E80 base sheet and let relax before application.
16. Install 18' sheets of Flexbase E80 onto adhesive using a heavy roller.
17. Immediately address any "mole runs" or "fish mouths", no heat welding is to occur.
18. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
19. Install new one ply base flashing system at all curbs, walls, and units. One ply base flashings shall consist of ply of Flexbase E80 mil SBS modified base sheet set in cold Green-Lock Flashing Adhesive at a rate of four (2-3) gallons per 100 square feet
20. All flashing laps and turn-bars shall be terminated using a three course application of fibered asphalt and reinforcement mesh. (Flashing Bond, 6" GarMesh, Flashing Bond)
21. Apply KEE Lock Foam over field of roof in accordance to Garland specifications and ribbon pattern.
22. Relax KEE-Stone FB 60 cap sheet prior to application.
23. Position KEE-Stone FB 60 and roll the membrane into KEE Lock Foam.
24. Make sure to NOT apply foam adhesive on any side laps where membrane is to be welded.
25. Broom in the KEE-Stone FB 60 membrane IMMEDIATELY after install to ensure even continuous contact between the fleece backing and the foam adhesive followed by a weighted roller to ensure contact with the adhesive and push out any air pockets.
26. Once the KEE-Stone FB 60 is adhered, heat-weld lap seams to seal the membranes together.
27. At all end laps, heat weld KEE-Stone 6" Utility Roll over joint to seal.
28. Remove all metal copings from perimeter wall and install new 24 ga cleated coping.
29. Provide a unit cost to replace any bad nailers.
30. Perimeter walls and copings shall be wrapped with KEE-Stone set in KEE Lock Mastic in accordance with Garland specifications.
31. Install new pitch pans with umbrellas around difficult termination areas.
32. Provide boots and accessory parts needed for the KEE system.
33. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counter-flashings along walls and parapet walls according to SMACNA applications.
34. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty.
35. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.
36. Please note that Alpharetta needs to raise the height of AC units and curbs to accommodate new roofing heights.

Scope of Work: Structural Repairs

Note: Roof panels must be removed and put back in order to perform repairs. Since building will not be vacated, there is not enough access underneath the deck to perform work.

1. Remove existing panels to access main beams above the office.
2. Per the engineer's structural report, reinforce the Z purlins, for antirotational reinforcement, with lateral braces every 8 feet on center up the length of the roof, perpendicular to the purlins.
3. Per the engineer's structural report, reinforce the Z purlins sitting over the main beam with a structural angle to attach the seated purlin to the bottom web of the main beam.
4. Per the engineer's structural report, add bolts at each purlin splice/ over lap for a total of 8 bolts per splice location/ 4 per side over each of the main beams.
5. Only panels where work is to be performed will be removed and put back, then original roofing scope for new roof will be executed per the separate PO.
6. Engineer allows for either bolting of repairs or welding, as jobsite access and work conditions permit.
7. Please note that no work to the overhang/ perimeter will be performed.
8. Install HVAC unit sleepers for the remaining units that will span 3 purlins on top of new roof.
9. Cost includes design fee and drain size calculations.

Proposal Price Based Upon Market Experience:	\$ 322,316
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Garland/DBS Price Based Upon Local Market Competition:

1 Atlanta Sheet Metal	\$ 322,316
2 Eskola Roofing	\$ 405,142
3 Innovative Roofing	\$ 411,909

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

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3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: November 13, 2023

AGENDA ITEM:

iCan Shine & City of Alpharetta 2024 iCan Bike Host Agreement

Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 24-28, 2024, iCan Bike Program.

STAFF RECOMMENDATION:

Approve, as presented, the agreement between the City of Alpharetta and iCan Shine permitted the City of Alpharetta to host the 2024 iCan Bike Program 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: \$11,400.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
ACC Professional Services - Special Needs Events: 10061400 521200 / RCC10	\$11,400

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
ACC Event Registration Fees & Sponsorships - Special Needs Events: 10061400 347300, 347509 / RCC10	\$8,000

ITEM DESCRIPTION:

BACKGROUND:

The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality. Additionally, a key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents and staff work diligently to deliver classes, programs, and events for all ages and abilities.

The iCan Bike program was initially introduced by the Alpharetta Public Safety Department in partnership with iCan Shine. The weeklong camp, facilitated by iCan Shine and made possible by volunteers comprised of Public Safety and Recreation staff, seeks to empower adaptive children and adults through learning the skill of riding a bike. Each year, the camp experiences approximately 40 "riders" and requires over 100 volunteers. Riders of varying abilities come from all over to participate in this unique and rare program for ages eight and up, including teens and adults with intellectual and developmental disabilities. Riders are taught that they can do amazing things with a little effort, parents find the camp inclusive and heartwarming, and volunteers can pride themselves on the unforgettable contribution made to the community.

In the absence of the program's former Public Safety organizer, the Recreation Services Division of the Recreation, Parks & Cultural Services Department has agreed to take over hosting the program. This is a natural transition as the division already assists in providing staff in preparation for and during the weeklong program as well as funding through operational funds and revenue from the camp's registration fees.

THE AGREEMENT:

Under the agreement attached hereto, iCan Shine agrees to transfer over the hosting responsibilities of the iCan Bike Program to the City of Alpharetta's Department of Recreation, Parks & Cultural Services Department. Additionally, the agreement commits the City to a financial responsibility of \$11,400 in service costs (shown below) to be provided by iCan Shine for the 2024 iCan Bike Program.

\$11,400 will cover the following expenses:

1. Two Floor Lead Staffers
2. One Bike Technician
3. All iCan Bike Camp Bike Rentals
4. iCan Bike Program Management (iCan Shine will manage the program while RPCS staff provides volunteers to man the program.)

TOTAL PROGRAM COST:

Historically, the iCan Bike Program averages a total cost of \$20,000 to produce. \$11,400 of the \$20,000 expenses are for the services provided by iCan Shine to facilitate the program. The remaining \$8,600 encompasses the day-to-day operational expenses for the camp (camp supplies, camp t-shirts, etc.). This year, City staff hope to offset the City's cost through the camp's registration fees as well as actively pursuing sponsorship funding. At minimum, if all 40 "riders" register for the program, \$8,000 can be raised in registration revenue and the total out of pocket expense to the City will be \$12,000. This will only be reduced if additional sponsorship funds are obtained.

RECOMMENDATION EXPLANATION:

The Department of Recreation, Parks & Cultural Services finds the program indispensable and wishes to take the responsibility of continuing the program to prevent the program's cessation. As such, staff recommends approval of the 2024 iCan Bike Host Agreement between the City of Alpharetta and iCan Shine.

ALTERNATIVES:

There are two alternatives to this recommendation:

1. Defer approval of the iCan Shine agreement, and direct staff on the next steps in order to advance the program.
2. Deny approval of the iCan Shine agreement effectively cancelling the iCan Bike Program for 2024.

ATTACHMENTS:

1. iCB Host Agreement 2024



Professional Services Agreement

This Professional Services Agreement ("Agreement") is between, iCan Shine, Inc., ("Shine"), a Pennsylvania corporation, with a business mailing address of P.O. Box 541 Paoli, PA 19301, and the City of Alpharetta ("Host"), a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009.

In consideration of the Terms and Conditions set forth in this Agreement, Exhibit and invoices attached hereto, Shine and Host agree that duly authorized representatives as of the date below execute this Agreement.

AGREED BY:

City of Alpharetta

Sign: _____

Name: Jim Gilvin

Title: Mayor

Date: _____

APPROVE AS TO CONTENT:

Sign: _____

Name: Chris Lagerbloom

Title: City Administrator

APPROVE AS TO FORM:

Sign: _____

Name: Jennifer McCall

Title: City Attorney

iCan Shine, Inc.

Sign: _____

Name: Jeffrey Sullivan

Title: Director of Finance & Administration

Date: 10/25/23

PLEASE MAIL THIS SIGNED SIGNATURE PAGE ONLY, ALONG WITH DEPOSIT, TO ICAN SHINE, INC AT P.O. BOX 541 PAOLI, PA 19301.

I. DEFINITIONS

The following additional defined terms will have the meanings set forth below:

1. "Camp" or "iCan Bike Camp" means the weeklong iCan Bike program offered and operated through a collaborative effort between the Host and Shine, including all defined terms, related activities, and obligations described herein.
2. "Camp Booking Form" means Shine's online booking form, completed and submitted by Host, including details necessary to consummating this Agreement.
3. "Camp Director" is the responsible adult person(s) provided by Host that coordinate with Shine during, and (when possible) before, the Camp in the provision of Services under this Agreement. The Camp Director (a full-time role that may be fulfilled by more than one person) may or may not be involved in helping the Host plan and administer the Camp beyond what is required to coordinate with Shine during the weeklong Camp.
4. "Facility" means the local venue utilized to accommodate the Camp, procured by Host, that includes, but is not limited to, the indoor riding area, outdoor riding area, overnight storage for Shine's bikes and related equipment, and parent and volunteer orientation space, including chairs, projector and projection screen.
5. "Family Bike(s)" means the bicycles intended for Riders to use for post-Camp riding that their parents/caregivers bring to Camp. One goal of the Camp is to transition Riders onto their respective Family Bike by the end of Camp.
6. "Fleet" means the adapted bicycles, conventional bicycles, and related equipment, in quantities necessary for conducting an iCan Bike Camp.
7. "Intellectual Property" means Shine's and Rainbow Trainer's (Shine's equipment Lessor) pre-existing inventions and techniques including, but not limited to, iCan Bike programming materials and techniques, policies and procedures, trade secrets, design and specifications of the adapted bicycle equipment utilized, trade names and logos and any other intellectual property incorporated into any deliverable in providing the Services defined herein.
8. "Usable Riding Space" means the riding surface area, whether indoor or outdoor, that: 1) is unobstructed and allows for a circular or oval bicycle riding pattern for the Riders; and 2) is the source of the available square footage used to calculate the Maximum Number of Riders permitted, as defined below, for each 75-minute Camp session.
9. "Maximum Number of Riders" means the largest number of Riders the Host may enroll for each 75-minute Camp session and is determined by dividing the Usable Riding Space square footage (length x width) by 1,700 and then rounding to the nearest whole number (i.e., 4, 5, 6, 7 or 8). Under no circumstances can the Maximum Number of Riders exceed eight (8).

10. "Minimum Number of Riders" means the minimum number of Riders the Host may enroll for each 75-minute Camp session. Under no circumstances can the Minimum Number of Riders be less than four (4).
11. "Rider" means the participating person who utilizes the adapted, conventional and/or modified bicycles, and related equipment at the Camp for the purpose of learning to independently ride a conventional two-wheeled bicycle. The Host deems riders eligible for the Camp after review of a completed Rider Registration Form. Eligibility is subject to the Maximum Number of Riders and is permitted based on the Usable Riding Space, both of which were previously defined.
12. "Rider Data Spreadsheet" means Shine's standard one-page excel spreadsheet, to be completed and submitted by Host, which compiles all Rider details necessary to help facilitate efficiency in the operations of the Camp.
13. "Shine Staff" means a minimum of a single full-time Floor Supervisor and a single full-time Bike Technician for the duration of Camp.
14. "Spotter(s)" or "Volunteer(s)" used interchangeably herein, means reasonably prudent and responsible people procured by Host, whether paid or unpaid, that assist the operation of the Camp through activities including, but not limited to, providing physical, motivational and/or emotional support to Riders and/or administering the Rider and Volunteer Camp daily check-in process.

II. DESCRIPTION OF PROFESSIONAL SERVICES

The professional services shall be provided subject to the Terms and Conditions, which follow.

Pursuant to this Agreement, Shine will collaborate with Host to conduct a weeklong iCan Bike Camp, using one Fleet of equipment, as well as Shine's trained staff, to perform the professional services described herein ("Services").

This Agreement is effective as of the date Shine receives, from Host, both the signature page of this Agreement and requisite deposit.

TERMS AND CONDITIONS

1. Shine's Obligations/Services

Shine must provide:

- One Fleet, as defined herein, in order to conduct an iCan Bike Camp to be held at a Shine approved Facility secured by Host from **June 24th to 28th, 2024**. Unless otherwise agreed to, by Host and Shine, Shine will arrive at Host's locale with said Fleet on Saturday, June 22, 2024, and depart the following Saturday, June 29, 2024. On Sunday, June 23, 2024, Shine will expend approximately 2 hours unloading the Fleet contents into the Facility and conducting a parent and volunteer orientation at the Facility.
- One Trained Full-Time Floor Supervisor to monitor and manage the progress of the Riders, provide training to, and monitor the activities of, Host's Spotters/Volunteers, consult with Riders' parents/caregivers as needed, and coordinate the overall operation of the Camp. The Floor Supervisor will also resolve any related Camp issues, or concerns, in collaboration with the Host's appointed Camp Director.
- One Trained Full-Time Bike Technician to perform all maintenance on, and necessary adjustments to, all Fleet equipment, provide training to Riders utilizing a custom-designed tandem bicycle, as well as collaboratively work with the Floor Supervisor and Camp Director to resolve any related Camp issues or concerns. Additionally, Bike Technicians will assess and provide feedback and recommendations on Family Bikes to ensure such bicycles are suitable and appropriately sized for the specific Rider.
- One Additional Full-Time Staff Person to collaborate with and support the Floor Supervisor and/or Bike Technician, as deemed appropriate, to optimize the collective efficiency of Shine resources available to service the needs of the camp families and volunteers. For example, supervising and monitoring the outdoor riding activities will be a primary focus of this additional staff person during camp days #3 to #5.

Bike Technicians are expressly prohibited from making any modifications or adjustments to Family Bikes including, but not limited to, brakes, handlebars, gears, tires, and seats, except for installing a bike safety training handle and/or stem riser, but then only at the request of a Rider's parent/caregiver.

Your contact for all Camp planning or other questions is Jeff Sullivan, Director of Finance and Administration, who can be reached at jeff@icanshine.org or 610-608-1312.

Shine Staff assignments will be determined and communicated to Host no later than 14 days prior to the commencement of the Camp.

2. Host's Obligations

Shine's success in conducting the Camp is dependent upon the Host providing, maintaining, and making available, at Host's expense and in a timely manner, the resources described in this Section, and such other additional resources as Shine may, from time to time, reasonably request in connection with Shine's performance of the Services:

Camp Director:

- (a) Host must provide a reasonably prudent and responsible adult representative Camp Director, as defined, to consult with Shine in advance of, and during Camp. A Camp Director, which can be a role shared by multiple people, must be in attendance and available at all times, during the Camp's hours of operation.
- (b) Host is responsible for ensuring the Camp Director performs their primary duties as outlined below. Camp Directors may or may not be involved in planning the Camp. In addition to possible involvement in helping Host plan and organize the Camp, the primary responsibilities of a Camp Director during the week of Camp include, but are not limited to:
 - Coordinate any emergency or other issues with Shine Staff (e.g., calling 911 or managing and collaborating with Shine Staff to resolve parent or spotter questions/issues) and act as a liaison between Shine Staff and parents of Riders (e.g., fielding and answering parent questions as best as possible and consulting with Shine Staff as needed)
 - Coordinate communications and resolution of all Facility issues with the facility's staff (e.g., issues with access to or use of the indoor or outdoor riding areas as agreed)
 - Providing oversight of Volunteers/Spotters
 - Organize and administer a Rider and Spotter daily check-in process near entrance to indoor riding area. Check-in process should include:
 - Having Riders arrive 10 minutes before session start time to obtain a name tag and wait in

check-in area until met and greeted, each day, by assigned Spotter(s)

- Arrange for seating in check-in area for Riders' parents/caregivers to wait prior to session start times
- Having Spotters arrive 20 minutes before session start time to obtain a name tag and partake in daily instructional/training with the Shine Floor Supervisor
- Label Riders' Family Bikes (using tape on handlebars and marker) as they are brought to Camp by parents/caregivers writing Rider name and session # and provide such bikes to Shine Bike Technician for assessment and storage during Camp
- Coordinate and communicate all details of pre-camp orientation with Facility personnel. This includes, but is not limited to:
 - Scheduling to meet Shine Staff at Facility on Sunday (June 23, 2024) to unload the bike equipment into the Facility, which takes approximately 45 - 60 minutes (typically in the early afternoon) one hour before the start of orientation
 - Scheduling a Rider parent/caregiver and Volunteer/Spotter orientation to take place at the Facility beginning 60 minutes after the scheduled time to begin equipment unload (typically Sunday afternoon or evening)
 - Requesting that parents/caregivers not bring Riders to the Sunday orientation
 - Providing a screen and projector for Shine Staff to connect Shine laptop to show Power Point presentation at Sunday orientation (no audio requirements)

- Making arrangements for seating for parents/caregivers and Volunteers/Spotters at Sunday orientation (NOTE: Parents/Caregivers and Volunteers/Spotters attend the same orientation.)
- Coordinate and communicate all details of outdoor riding area with Facility personnel and Shine Staff. This includes, but is not limited to:
 - Scheduling outdoor riding area (e.g., track, tennis courts, parking lot or basketball courts) to be free and clear for use before start of Camp on Wednesday (Day #3) through Friday (Day #5)
 - Ensuring outdoor riding area is free of obstacles (e.g., parked cars and other obstructions/hazards)
 - Ensuring outdoor riding area has adequate water/drinks for Spotters and Riders
- At the option of Host, coordinate and administer post camp award ceremony with Riders, Spotters, and parents, if any (typically occurring during the last 5 minutes of each 75-minute session on last day of Camp). Shine Staff does not take part because they are preparing for next session.

Facility:

- (c) Facility must have one continuous clean, hard, level, and smooth indoor riding surface, with adequate lighting, that must not be carpeted or asphalt (e.g. hardwood, hard rubber or similar synthetic material or polished concrete). The indoor riding area must have 1,700 sq. ft. of riding space per Rider, per session, available during the hours of Camp, for the duration of Camp.
- (d) Host must either provide a Facility with air conditioning or provide commercial grade fans to properly ventilate and circulate air to maintain a comfortable and safe environment during Camp.

- (e) The Maximum Number of Riders permitted per 75-minute session is presented below. However, after dividing the total usable square footage of the indoor riding area by 1,700, rounding to the nearest whole number is permissible when determining Maximum Number of Riders. For example, 4.50 to 4.99 may be rounded to 5 Riders and 5.50 to 5.99 may be rounded to 6 Riders per session:

<u># of Riders per Session</u>	<u>Usable Riding Space</u>
4	6,800 sq. ft.
5	8,500 sq. ft.
6	10,200 sq. ft.
7	11,900 sq. ft.
8	13,600 sq. ft.

- (f) The Facility must also have secure overnight storage for Shine's bikes and equipment from the time the equipment is unloaded into the Facility (typically the Sunday immediately before camp commences) through the last day of Camp (typically Friday).
- (g) Host must also provide one continuous flat outdoor riding area, no further than 200 yards from the indoor riding area, and in compliance with the 'Usable Riding Space' discussed above, to support Riders who will transition to a less-controlled environment if and when ready. The outdoor riding surface must be substantially free of obstacles; including, but not limited to, raised manhole covers, speed bumps, drain grates, uneven/not level areas, curbed planter boxes and other objects or conditions which may pose a safety risk.
- (h) The outdoor riding area needs to be available exclusively for Camp activities, beginning at the start of day 3 of Camp (typically Wednesday) through the end of day 5 of Camp (typically Friday). During such time, Riders will be transitioned, based on their individual progress, from the indoor riding area to the outdoor riding area.

Riders:

- (i) Host must provide qualified Riders (minimum requirements are defined on Shine's standard Rider Registration Forms located on Shine's website at <http://www.icanshine.org> on the Host page) to be enrolled in the Services, not to exceed forty (40)

Riders per day, eight (8) Riders per session, and five (5) 75-minute sessions per day provided adequate usable riding space exists to comply with the Maximum Number of Riders, as defined above.

- (j) Hosts must wait-list Rider applicants that will be between seven and one half (7 ½) and eight (8) years old at the start of camp. Such underage Riders may be permitted to participate in Camp ONLY if there are available spots within the seven (7) days immediately prior to Camp that could not be filled with applicant Riders that meet the 8-year old minimum age requirement. Under no circumstances, can any child attend Camp as a Rider if they are less than 7 ½ years old at the start of Camp.
- (k) If the minimum sq. ft. per Rider is not available at the Host's Facility, to accommodate the number of Riders Host has enrolled in Camp for any given 75-minute session, Host agrees to reduce the number of Riders to comply with the Maximum Number of Riders, as defined above.
- (l) The minimum number of Riders enrolled in any one session must not be less than four (4). In the event Host has fewer than 4 Riders scheduled, for any one session, Host agrees to reschedule such Riders to other sessions to comply with the Minimum Number of Riders, as defined.
- (m) Host must ensure the distribution of Riders in each session appropriately complies with the bicycles/equipment available for each session. Shine Fleets have only five (5) of the largest 26" bikes and two (2) of the smallest 16" bikes. Specifically, **having more than five (5) Riders 64" or taller OR more than two (2) Riders under 48" tall in any one 75-minute session cannot be accommodated.**
- (n) Host must schedule each Rider to attend no more than one 75-minute session per day for Camp, and schedule each session to be 75 minutes in duration with no less than a 20-minute break in between sessions (15-minute breaks do not suffice). The schedule must allow for an approximate one-hour meal break for Shine Staff each day.
- (o) Host must supply all available Rider registration data, on Shine's Rider Data Spreadsheet to the then assigned Shine Floor Supervisor. If all data is not available 14 days prior to the Camp

start date, Host must send all available data at that time, and send additional data as it becomes available in the days immediately preceding Camp. Please note this data is automatically generated and produced if Host elects to utilize Shine's complimentary online registration platform.

- (p) Host must offer either Shine's virtual orientation OR arrange for Riders' parents/caregivers to be available to Shine Staff for a one-hour informational orientation meeting, designed for parents/caregivers and Volunteers/Spotters, at the Facility or other space approved by Shine the day prior to the start of Camp. Riders should NOT attend this orientation. This is the same orientation meeting as discussed below for Spotters/Volunteers.

Volunteers/Spotters:

- (q) Host must provide **two (2) Spotters, at least fifteen (15) years old, per Rider (ratio of 2:1 Spotters to Rider), for each session to work with the Riders.** These Spotters must be physically fit, such that they can run beside Riders on the bike for most of the session, and strong enough to hold the bike and Rider in the event of a fall.
- (r) Host must offer either Shine's virtual orientation OR arrange for Volunteers/Spotters to be available to Shine Staff for a one-hour informational orientation meeting designed for Spotters and parents/caregivers at the Facility or other space approved by Shine the day prior to the start of Camp. This is the same orientation meeting as discussed above for Riders' parents/caregivers.
- (s) Host is responsible for background screenings of Volunteers/Spotters only to the extent required by federal, state, and/or local laws. Host is responsible for compliance with any applicable federal, state, and local laws and regulations regarding Volunteer/Spotter screenings and participation in this type of event.
- (t) Host will instruct Spotters to arrive to camp each day 20 minutes before their scheduled session start time for check-in and a mandatory 15-minute spotter meeting with Shine Floor Supervisor.
- (u) Host will provide the completed Shine Volunteer Data

Spreadsheet to Shine Floor Supervisor no later than the Friday prior to the Camp start date. Please note this data is automatically provided if Host elects to utilize Shine's online registration platform.

Shine Staff Lodging:

- (v) Host must provide appropriate lodging for Shine Staff. Appropriate lodging consists of the following: Two (2) separate bedrooms and bathrooms, for seven (7) nights, at the same location, checking in Saturday (June 22, 2024) and checking out on Saturday (June 29, 2024) unless otherwise agreed to, at Host's sole expense, and in addition to the fees indicated in Section 4 below.

Such accommodations should be placed in the name(s) of the then assigned Shine Staff to ensure a smooth check-in upon arrival. Any lodging arrangements at properties other than hotels, for example dormitories, condominiums, summer houses, cottages, etc. require advanced approval by Shine.

Host agrees that lodging will meet the following requirements:

- Have two (2) beds in at least one of the hotel rooms to enable sharing of room by staff
- Located in a safe neighborhood
- Air-conditioned, clean, and comfortable
- Overall average or better online reviews/ratings
- Located no more than a 30-minute drive from the Camp Facility, unless otherwise agreed to by Shine
- If accommodations are not a hotel, room comfort and hygiene amenities provided shall include those provided by a hotel, including but not limited to: pillows, bed sheets, blankets, soap, towels, and toilet paper

Camp Rules:

- (w) Host must appropriately communicate and assist Shine Staff in enforcing that anyone who sits on a bicycle, at Camp at any time, must wear a properly fitted and secured helmet suitable for a bicycle; and that no one shall be permitted to enter the indoor and outdoor riding areas unless they are wearing shoes with closed toes, such as sneakers. Flip flops, sandals, and other open-toe shoes are not permitted.

- (x) In order for a Rider to participate, Host must ensure the following for each applicable Rider: 1) Shine be provided with a signed Rider Acknowledgement & Liability Release, as presented in Exhibit A attached hereto, from the party legally responsible for the Rider (electronic signature is accepted for online registrations); 2) appropriately fitting bike safety equipment (e.g., Bike helmet) be available and worn while sitting on a bike; and 3) have a parent/caregiver, legal guardian or designated equivalent present at Camp at all times. If Host, for any reason, cannot ensure the above, that Rider will not be permitted to participate in Camp.
- (y) Host must communicate to all present at Camp that: 1) photography is to be focused on the people at Camp as opposed to the bike equipment; 2) escorting Riders into the restroom by anybody other than their parent or caregiver is strictly prohibited; and 3) close up photos or filming of the bike equipment that would enable an individual to determine manufacturing measurements, materials, and methods are strictly prohibited.
- (z) Host agrees to utilize Shine's administrative forms (e.g., Rider Registration Forms, Rider Data Spreadsheet and Volunteer Data Spreadsheet, etc.) as provided on the iCan Bike Host page of Shine's website, without modification, aside from inputting and/or customizing the content requested by such forms. Host may elect to utilize Shine's complimentary online registration platform.

3. Place of Performance

Unless otherwise mutually agreed to in writing, Shine will perform the Services, in whole or in part, at the Facility secured by Host and approved by Shine as disclosed in the Online Camp Booking Form submitted by Host.

4. Price, Payment Terms, Lodging, Border Crossing, Credit Card Processing & Refund Policy

Price & Payment Terms:

The price for the Services shall be USD \$11,400.

Payments for the Services are due as follows (see attached invoices):

- A deposit of USD \$2,500 is due at contract signing and secures Host's Camp week
- A payment of USD \$4,500 is due 30 days prior to the start of the Camp
- A final payment of USD \$4,400 is due by the Friday prior to the start of Camp.

In the event any payment is not received by the above due dates, Shine reserves the right to assess a one percent (1.0 %) monthly late charge, calculated on a pro rata daily basis, to past due outstanding balances.

If Shine does not receive payment, in full, by the first day of Camp, Shine reserves the right to promptly cease performance under this Agreement. This is exercisable at Shine's sole discretion, in addition to Shine's other rights and remedies, and failure to exercise this right shall not act as a waiver of this, or any other, rights and remedies available to Shine at present or in the future.

Lodging & Border Crossing:

In addition, Host acknowledges and agrees that Host is responsible for:

- **Staff Lodging Costs** - providing adequate lodging for Shine Staff (2 separate rooms for 7 nights checking in and checking out on Saturday), as previously discussed in Section 2, at its own expense
- **Border Crossing Costs and Application Process (Canadian Hosts Only)** – reimbursing Shine for atypical expenses related to crossing the U.S. border (e.g., ferry transportation, temporary job permit or assessed fees) necessary to reach Host's camp location. Further, Host assumes responsibility for applying for and/or otherwise administratively securing required border crossing authorization and documentation on behalf of and through collaboration with Shine (e.g., Shine providing staff passports and other required supporting documentation).

Credit Card Processing:

Hosts may opt to utilize Shine's website credit card payment processing feature, enabling participant registration fees and/or donations to be processed via credit card through Shine's website and credited directly to Host's Shine account. Shine will record such credit card payments to Host's account for the gross amount, thereby absorbing related merchant bank processing fees. This service is complimentary to Hosts.

Hosts are notified via e-mail each time a credit card transaction, specific to their camp, has been processed through Shine's website and credited to their account. The amounts due per above mentioned invoices shall be reduced accordingly by all such credit card transactions credited to Host's Shine account. Host may request a detail of their Shine Account at any time which will be promptly e-mailed to Host.

Additionally, at the request of Host, Shine will pay vendors directly or reimburse Host for camp related costs (e.g., lodging, t-shirts, facility fees, camp supplies, etc.) from Host's Shine account to the extent such payments or reimbursements do not create an outstanding balance due to Shine.

Refund Policy:

The following outlines the circumstances and the extent to which Host Payments are refundable:

1. In the event Shine informs Host of an inability to provide the services described herein, due to events as described in Section 13, Shine must fully and immediately refund to Host all monies paid that have not yet been expended on such Camp by Shine (e.g. non-refundable airline tickets, if any, purchased in advance).
2. In the event Host provides written notice to Shine (e-mail messages suffice), equal to or more than 150 days prior to the start date of Camp, this Agreement may be terminated for any reason by Host and all monies paid by Host to Shine will be fully and immediately refunded.
3. In the event Host terminates this Agreement **less than** 150 days prior to the start of Camp, all monies paid by Host to Shine, other than the deposit, will be fully and immediately refunded. The deposit amount will first be applied by Shine as reimbursement for actual costs Shine incurs directly related to such Camp cancellation that are unavoidable (e.g. non-refundable airfare/travel, truck rental and trailer storage, Staff Camp compensation and/or per diem to the extent incurred by Shine).

After reducing Host deposit by said actual costs Shine incurs, if any, the remainder of the deposit will be maintained by Shine as a credit for the benefit of Host, with no expiration date, to be applied towards the price of any future Shine program (i.e. iCan Bike, iCan Swim or iCan Dance) hosted by Host.

5. Confidentiality and Privacy

Shine must keep confidential any Host information that has been provided to Shine as such. All Rider information and data must be kept confidential, at all times, by Host and Shine, and shall only be shared with Spotters assigned to work with and support the respective Rider at Camp. Shine's confidentiality obligation under this Agreement shall survive termination of the Agreement.

6. Intellectual Property/Branding & Marketing

- (a) Shine and not Host, shall retain ownership of, and all rights, title, and interest in and to the Intellectual Property, as defined. Additionally, no license therein, whether express or implied, is granted by this Agreement, or as a result of the Services performed hereunder, without the express written consent of Shine.
- (b) Host may include references to Shine or the iCan Bike program and its capabilities and Services in brochures, fund-raising materials, news articles, websites, Facebook pages, advertising materials, and/or Camp signs/clothing/gifts in support of the Camp. However, Host or its' agents (e.g., printers) must use only the Shine logos (including the format for the name "iCan Shine" or "iCan Bike") provided on Shine's website Host page Marketing Section, or otherwise by Shine, absent of any modifications except for adding beneath the words "iCan Shine" or "iCan Bike" the city, state and/or date of the Host's local camp using the same font, color, style, and format (e.g., iCan Bike 2023 – Atlanta, GA).

Under no circumstances shall Host 're-brand' the Shine iCan Bike program under a name different than "iCan Bike."

- (c) Host agrees to not use any design or proprietary information obtained from access to, or observation of, the specialized bike equipment used by Shine, such as by manufacturing or causing to be manufactured equipment patterned after the designs of such equipment.

7. Termination/Cancellation

Either party may terminate this Agreement if:

- (a) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not cure such failure within a period of 30 days after receipt of written notice from the non-breaching party specifying such failure; or
- (b) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due.

The Host may terminate this Agreement for convenience at any time upon providing written notice thereof at least fifteen (15) days in advance of the termination date.

8. Disclaimer of Warranties

Shine expressly disclaims all express or implied standards, guarantees or warranties including, but not limited to, a warranty that any Rider will be independently riding a conventional two-wheel bike, or otherwise, by the conclusion of Camp. SHINE MAKES NO WARRANTIES OF ANY KIND CONCERNING POTENTIAL RESULTS OF SHINE'S SERVICES.

9. Limitation of Liability and Release

The following limitations of liability are provided under this Agreement:

- (a) Shine's total liability to Host for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the greater of either the amounts paid by Host to Shine under this Agreement or the amounts paid by Shine's insurance carriers to or on behalf of Host.
- (b) In no event, shall either Shine or Host be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

10. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms, and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

11. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Shine may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

12. Applicable Law

This Agreement shall be governed by and construed under the laws of the State, Commonwealth, or Province in which the Host's Facility resides, without regard to its laws relating to conflict or choice of laws.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations (except monetary payment) under this Agreement to the extent such failure or delay is due to an unexpected and disruptive event beyond its reasonable control (referred to herein as "Force Majeure Event") examples of which include, but are not limited to, drought, war, famine, pandemics, embargo, martial law, labor shortages, strikes, economic and natural disasters and environmental hazards.

Upon a Force Majeure Event, the parties must notify the other that such an event has occurred and include the effect and duration on its performance. The parties must use reasonable diligence in resuming performance and updating the other party on its progress.

Any such delays shall not be a breach of, or failure to perform, this Agreement or any part thereof, and the date on which the obligations hereunder are due to be fulfilled shall only be extended for a period equal to the time lost as a result of such delays, to the extent Host and Shine's

schedule permits, or rescheduled for a future date mutually agreed upon by Shine and Host. Shine and Host must make all reasonable efforts to mutually agree on a future date.

14. Relationship of Parties

Shine is an independent contractor in all respects with regard to this Agreement.

15. Third Party Beneficiaries

This Agreement does not create, and must not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

16. Waiver or Modification

This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of both Host and Shine (unless in the form of e-mail in which both parties explicitly and mutually agree to the waiver or modification). Nothing in this Agreement shall be deemed to constitute a waiver of the City's sovereign immunity.

17. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services to be provided hereunder.

18. Survival

The provisions of sections 4, 5, 6, 8, 9, 14, 15 and 20 shall survive the termination or expiration of this Agreement.

19. Insurance

Shine shall provide liability insurance with an aggregate limit of USD \$3 million (General liability insurance of USD \$2 million plus Umbrella liability insurance of USD \$1 million) by naming the Host and owner of Host's Facility as an "Additional Insured" on Shine's liability insurance policies for the Camp period. The Host will be provided with certificates of insurance prior to Camp as evidence of coverage (an example of such insurance certificate is available on Shine's website on the iCan Bike Host page under the subsection 'Legal').

Additionally, Host must name Shine as an "Additional Insured," on any existing liability insurance policies maintained by Host, for the Camp period as follows: iCan Shine, Inc. and its' officers PO Box 541 Paoli, PA 19301.

Because the Host recruits Camp Volunteers/Spotters locally, such Volunteers/Spotters are considered the Host's Volunteers/Spotters and are therefore NOT COVERED by Shine's accident insurance. Hosts should consider if such Volunteers/Spotters are covered under Host's insurance policies and/or if procuring a weeklong 'special events' insurance policy in this regard is warranted. Obtaining such optional insurance coverage is at the sole discretion of the Host.

20. Mutual Indemnification/Hold Harmless

Host agrees to indemnify and hold harmless Shine (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, as result of **Host's** breach of any representation, warranty, duty, promise or covenant made in this Agreement.

Shine agrees to indemnify and hold harmless Host (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, as a result of **Shine's** breach of any representation, warranty, duty, promise or covenant made in this Agreement.

Exhibit A

Rider Acknowledgment & Liability Release **(Mandatory for Participation)**

Rider Name: _____

Rider's Parent/Legal Guardian Name: _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

I, _____, am the above indicated Rider's parent or legal guardian and, for myself and on behalf of said Rider, have fully read the accompanying iCan Bike Rider Registration Form and the related materials made available to me describing the iCan Bike program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of bicycling, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

2. Release of Liability:

In consideration of iCan Shine, Inc. ("iCan Shine"), its affiliates, _____ *[insert Host name]*, and _____ *[insert Facility name]* allowing the above named Rider's and MY participation in the Camp, I, for myself and on behalf of said Rider, our heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns, Rainbow Trainers, Inc., *[Insert Host and Facility Names]* and their volunteers, agents, employees, and officers of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Rider or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, riding, driving, training, handling, or otherwise being near both conventional two-wheeled bicycles as well as the adapted and/or modified biking equipment used by iCan Shine at the facility during the Camp, whether or not such bicycles and equipment are owned by iCan Shine, or in the care, custody, or control of iCan Shine.

3. Indemnification:

If, despite this release, I, the above named Rider or anyone on said Rider's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Rider could be taken by parties outside the control of iCan Shine and [insert Host and Facility names] in connection with participating in the Camp. I acknowledge that iCan Shine and [insert Host and Facility names] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Rider's Parent/Legal Guardian: _____

Media and Data Collection Release (NOT mandatory for participation)

I give permission for said Rider to be photographed and/or videotaped and later published in print or electronic media by iCan Shine or [insert Host and Facility names] or third parties acting on behalf of iCan Shine or [insert Host and Facility names]. I acknowledge and agree that photographs and videos may be edited and used in whole or in part as desired for these purposes, and may be produced, duplicated, distributed and used for informational, promotional, or other public purposes. I understand that photographs and videos are not my property and I will not be compensated for them. I understand and authorize the use in writing or otherwise the name or identity of said Rider.

Further, I understand that data collected from this program will be used to help the camp operate effectively relative to appropriate progressions, bike sizing and behavior management. I acknowledge that I may be contacted in the future for follow up information pertaining to rider progress, status or for other requests to support the future development and success of the program.

Signature of Rider's Parent/Legal Guardian: _____



INVOICE

Invoice #: 20241B

To: City of Alpharetta

Description	Amount
Deposit for 2024 Bike Camp	USD \$2,500
2023 Credit applied from Host Account	(2,500)
Total Due Upon Receipt	USD \$0

NOTE: Camp is not confirmed until deposit is received by iCan Shine

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!



INVOICE

Invoice #: 20242B

To: City of Alpharetta

Description	Amount
Progress Payment for 2024 Bike Camp	USD \$4,500
Total Due No Later Than May 24, 2024	USD \$4,500

NOTE: A late fee of 1.0% per month is assessed to all past due amounts on a pro rata daily basis

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!



INVOICE

Invoice #: 20243B

To: City of Alpharetta

Description	Amount
Final Payment for 2024 Bike Camp	USD \$4,400
Total Due No Later Than June 21, 2024	USD \$4,400

NOTE: A late fee of 1.0% per month is assessed to all past due amounts on a pro rata daily basis

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!