CITY COUNCIL MEETING & PUBLIC HEARING
NOVEMBER 27, 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. Jeff Pruitt Inspiration Award Presentation to City of Alpharetta Recreation Supervisor, Lindsey Pritchard

5. BOARDS & COMMISSIONS

A. Planning Commission Appointment by Mayor Pro Tem Merkel

6. CONSENT AGENDA

A. City Council Work Session Minutes (Work Session of 11/14/2023)
Approval of the City Council Work Session minutes from November 14, 2023.

B. Financial Management Report (Month Ending September 30, 2023)
Consideration of approval of the Financial Management Report for the month ending September 30, 2023.

C. Lakeview Encroachment and Indemnification Agreement
Consideration of approval for an Encroachment and Indemnification Agreement with the TPA Group for the installation of a sculpture at the corner of Haynes Bridge Road and Lakeview Parkway within the right-of-way.

D. Lakeview Private Development Agreement
Consideration of approval of a Private Development Agreement between the City of Alpharetta and TPA Group (LMV TPA GA 400, LLC.)

E. Consent Order and Final Judgment: McGinnis Ferry Road Widening Project - Parcel #65
Council ratification of: (1) Consent Order and Final Judgment in the amount of $252,700.00, and (2) Settlement Agreement between City of Alpharetta and Windward Community Services Association, Inc. in the amount of $80,944.00 for a grand total of $333,694.00 regarding Civil Action File No. 2022CV363752 in connection with Parcel #65 of the McGinnis Ferry Road Widening Project (PI #0004634) (Owners: Chad C. Heath, Wendy M. Heath, Specialized Loan Servicing, LLC, & Windward HOA).

7. PUBLIC HEARING

A. MP-23-07/CU-23-04 Free Chapel Worship Center/3755 Mansell Road
Consideration of a master plan amendment and conditional use to allow an existing office building to be used for a 'Church'. A master plan amendment is requested to the Mansell Ridge Master Plan Pod A to add 'Church' as a conditional use and a conditional use to allow a 'Church' for Free Chapel Worship Center. The property is located at 3755 Mansell Road and is legally described as being located in Land Lots 704 & 739, 1st District, 2nd Section, Fulton County, Georgia.

B. MP-23-06 Celebree School/915 North Point Drive
Consideration of a master plan amendment to allow a former restaurant building to be re-used for a 'Day Care Center'. A master plan amendment is requested to the North Point Commons Master Plan Pod C to change 'Day Care Center' from an accessory use to a permitted use. The property is

located at 915 North Point Drive and is legally described as being located in Land Lots 797 & 808, 1st District, 2nd Section, Fulton County, Georgia.

C. PH-23-14/V-23-19 75/91 Roswell Street
Consideration of a change to previous conditions of zoning, variance and parking in-lieu fees to allow for the construction of a 3-story building including a 2,500 SF restaurant, 23,200 SF office, and structured parking on 1.12 acres in the Downtown. A change to the previous conditions of zoning is requested to eliminate zoning conditions related to 91 Roswell Street and variances are requested to eliminate an undisturbed buffer at 75 Roswell Street, reduce the landscape strip on Cotton Alley, and modify streetscape regulations. The applicant also requests to satisfy a portion of their vehicle parking requirements through payment of parking in-lieu fees. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

8. NEW BUSINESS

A. PH-23-20 Unified Development Code Text Amendments – Temporary Uses
SECOND READING: The first reading of this item occurred during the November 13, 2023 City Council Meeting.
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.

B. Purchase Approval: Information Technology Workstation Equipment Replacement
Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of $235,000.00.

C. Intergovernmental Agreement: City of Milton and City of Alpharetta for Computer-aided Dispatch and Police Records Management Systems
Consideration of approval of an Intergovernmental Agreement for the provision of Computer-aided Dispatch and Police Records Management Systems between the City of Alpharetta, Georgia and the City of Milton, Georgia, approval of the associated Hexagon contract change order to purchase the necessary software and training for said systems, and with authorization for the Mayor to execute all necessary documents.

D. Request for Proposal 23-116: Public Safety Concealable Body Armor
Consideration of approval of the award of RFP 23-116 and a five-year contract to Galls, LLC for concealable body armor for the Public Safety Department and authorization for the Mayor to execute all necessary documents.

E. Request for Proposal 24-105: Taste of Alpharetta Event Management Contract Award
Consideration to approve award of RFP 24-105 for Taste of Alpharetta Event Management Services to Premier Events, LLC and authorizing the Mayor to execute all necessary documents.

F. Resolution: Eminent Domain - Webb Bridge Road Project Parcel 19
Consideration of adoption of a Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 200 Dodd Lane, Alpharetta, GA 30005 (Tax Parcel 21 -5590-1249-076-0) for Right of Way for proposed Webb Bridge Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way, and approval of an Order to Condemn, and Declaration of Taking, and with authorization for the Mayor to execute all necessary documents.

9. WORK SESSION ITEMS

A. Discussion on City of Alpharetta and True North 400
Follow up and discussion from the November 6, 2023 City Council Meeting regarding the City of Alpharetta's involvement with True North 400.

10. PUBLIC COMMENT

11. REPORTS

12. EXECUTIVE SESSION (IF NECESSARY)

13. ADJOURNMENT

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: November 27, 2023

AGENDA ITEM:

City Council Work Session Minutes (Work Session of 11/14/2023)
Approval of the City Council Work Session minutes from November 14, 2023.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Work Session minutes from November 13, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Work Session on November 13, 2023.

ALTERNATIVES:

Do not approve as part of the Consent Agenda.

ATTACHMENTS:

1. CC WS Minutes 11.13.2023

City Council Work Session
NOVEMBER 13, 2023
UNOFFICIAL MINUTES
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

OFFICIAL MINUTES

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at https://www.youtube.com/user/alpharettagov.

1. CALL TO ORDER
   - Mayor Gilvin called the meeting to order at 5:34 p.m.
2. ROLL CALL
   - Council Members
     - Mayor Jim Gilvin
     - Mayor Pro Tem Dan Merkel
     - Donald F. Mitchell
     - Douglas J. DeRito
     - Jason Binder (joined the Work Session at the time it was reconvened).
     - John Hipes
     - Brian Will
   - Council Members Absent
   - Staff
     - Chris Lagerbloom, City Administrator
     - Molly Esswein, City Attorney with Jarrard & Davis
     - James Drinkard, Assistant City Administrator
     - Lauren Shapiro, City Clerk
     - Adam Montgomery, Director of Information Technology
     - Cris Randall, Director of Human Resources
     - John Robison, Director of Public Safety
     - Kathi Cook, Director of Community Development & Economic Development

- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Lance Morsell, Economic Development Manager
- Michael Woodman, Planning and Development Services Manager

3. PLEDGE TO THE FLAG

4. WORK SESSION ITEMS

A. Windward Technical Assistance Panel Presentation by Urban Land Institute

Presentation and discussion of findings from the Technical Assistance Panel's visit and study of the Windward Terraces and Windward Plaza area.

- Economic Development Manager, Lance Morsell, came forward to present this item.
- The Urban Land Institute's (ULI) Technical Assistance Panel (TAP) program is renowned for bringing together multidisciplinary experts to offer strategic advice on complex land use and development challenges. Earlier this year, the City of Alpharetta and the Alpharetta Development Authority engaged ULI Atlanta to conduct a TAP focused on the Windward Terraces and Windward Plaza area. The goal was to harness the expertise of ULI's members to explore innovative solutions for enhancing the economic vibrancy, placemaking, and connectivity of these key commercial and mixed-use zones.
- The TAP process encompassed a two-day onsite visit on April 25th and 26th and thorough stakeholder interviews, engaging a diverse range of local businesses, residents, developers, planners, and city officials. The panel conducted an indepth analysis of the existing urban fabric, market dynamics, and land use regulations to inform their recommendations.
- Several members of the Urban Land Institute presented their findings from the Windward Technical Assistance Panel. Their presentation is attached hereto as "Exhibit A."
    - ❖ Council Member Will offered a motion to recess the Work Session in order to begin the City Council meeting.
        - Council Member Mitchell seconded the motion.
        - The motion was approved unanimously.
- The meeting was recessed at 6:27 p.m.
- The meeting was reconvened after the conclusion of the new business items during the November 13, 2023 City Council meeting.

B. Brookside Greenway Connection

Presentation and discussion of a request for congressionally directed funding for a future Brookside Concept Multi-Use Trail Connection.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- The grant proposals are for Congressional Directed Spending, specifically in order to further the goals and recommendations with the adopted Brookside Small Area Plan. Trail connectivity has been identified as a key component within the Brookside Plan with proximity to the Big Creek Greenway and Brookside Park.
- The purpose of this discussion was to gather Mayor and City Council's feedback on whether or not to submit this project for a grant.
- At the conclusion of the discussion, there was a consensus for staff to move forward with creating a request for congressional funds.

C. 2024 Taste of Alpharetta – Event Management and Production

Presentation and discussion of implementing a hybrid-approach for the production of the City's annual Taste of Alpharetta event and the associated event management, logistics and costs therein.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The Taste of Alpharetta (TOA) is one of the City's premier events and averages over 40,000 attendees, 60 participating restaurants, two live music stages, a fun zone featuring enticing inflatable entertainment, and much, much more.
- Over the last few years, the City contracted with a vendor (Outsourced Vendor) to manage the event's communications and tracking, on-site staffing, vendors and logistics, and sponsorship sales. The intended approach was simple: to outsource one of the City's most resource consuming events to alleviate the responsibility placed upon the small Special Events Team that spearheaded the event and the countless City employees recruited to staff it.
- Under the Outsourced Vendor contract, all TOA revenues were collected and remained with the vendor and the City's contracted contribution said vendor was to decline to $0 over a three-year period (2022 = $96,438; 2023 = $56,863; 2024 = $0). The FY 2024 Budget was built upon these contract terms, including the removal of the Outsourced Vendor contribution.
- The City and the Outsourced Vendor elected to discontinue the current contract effective September 4, 2023.
- The Department is presenting the new approach to the 2024 Taste of Alpharetta event to gauge the Mayor & Council's interest. Should the Mayor & Council find the

concept promising, staff will return to seek approval to proceed with awarding the contract to the highest evaluated event management vendor under RFP 24-105 and request a reallocation of $70,000 from General Fund contingency to cover the TOA Event Management Services contract and will include the remaining event financial activity (revenue/expense) further detailed in the attached material as part of a FY 2024 Mid-Year Budget request.

- The Recreation Services Division of Recreation, Parks, and Cultural Services published RFP #24-105 on August 24, 2023, in partnership with the Finance Department, seeking vendor applicants for a five-year comprehensive event management services contract for the city's annual Taste of Alpharetta event.
- At the conclusion of the discussion, there was a consensus for staff to move forward with the hybrid model approach for event management for the Taste of Alpharetta.

CITY COUNCIL DISCUSSION

- Council Member Will asked about where the revenues would go from the Taste and whether or not there were ways that we could generate the additional $80,000 so that the city would have no expenses for this event.
- Council Member Hipes applauded this approach and believes that this would be the best of both approaches.
- Mayor Gilvin shared that it would be great if the Taste of Alpharetta could keep the digital ticketing app and not go back to paper tickets.

5. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

6. ADJOURNMENT

❖ Council Member Mitchell offered a motion to adjourn the Work Session.

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

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the work session.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

EXHIBIT A

ULI Atlanta

ALPHARETTA, GEORGIA

Repositioning and Redevelopment Opportunities along the Windward Parkway Corridor



Technical Assistance Panel Presentation to Alpharetta City Council | Nov. 13, 2023

THE MISSION OF THE URBAN LAND INSTITUTE

Shape the future of the built environment for transformative impact in communities worldwide

MISSION COMMITMENTS

CONNECT active, passionate, diverse members through the foremost global network of interdisciplinary professionals

INSPIRE best practices for equitable and sustainable land use through content, education, convening, mentoring, and knowledge sharing

LEAD in solving community and real estate challenges through applied collective global experience and philanthropic engagement



ULI's Global Mission Priorities

1. Increasing Housing Attainability in Communities Around the World
2. Decarbonization and Net Zero
3. Educating the Next Generation of Diverse Real Estate Leaders

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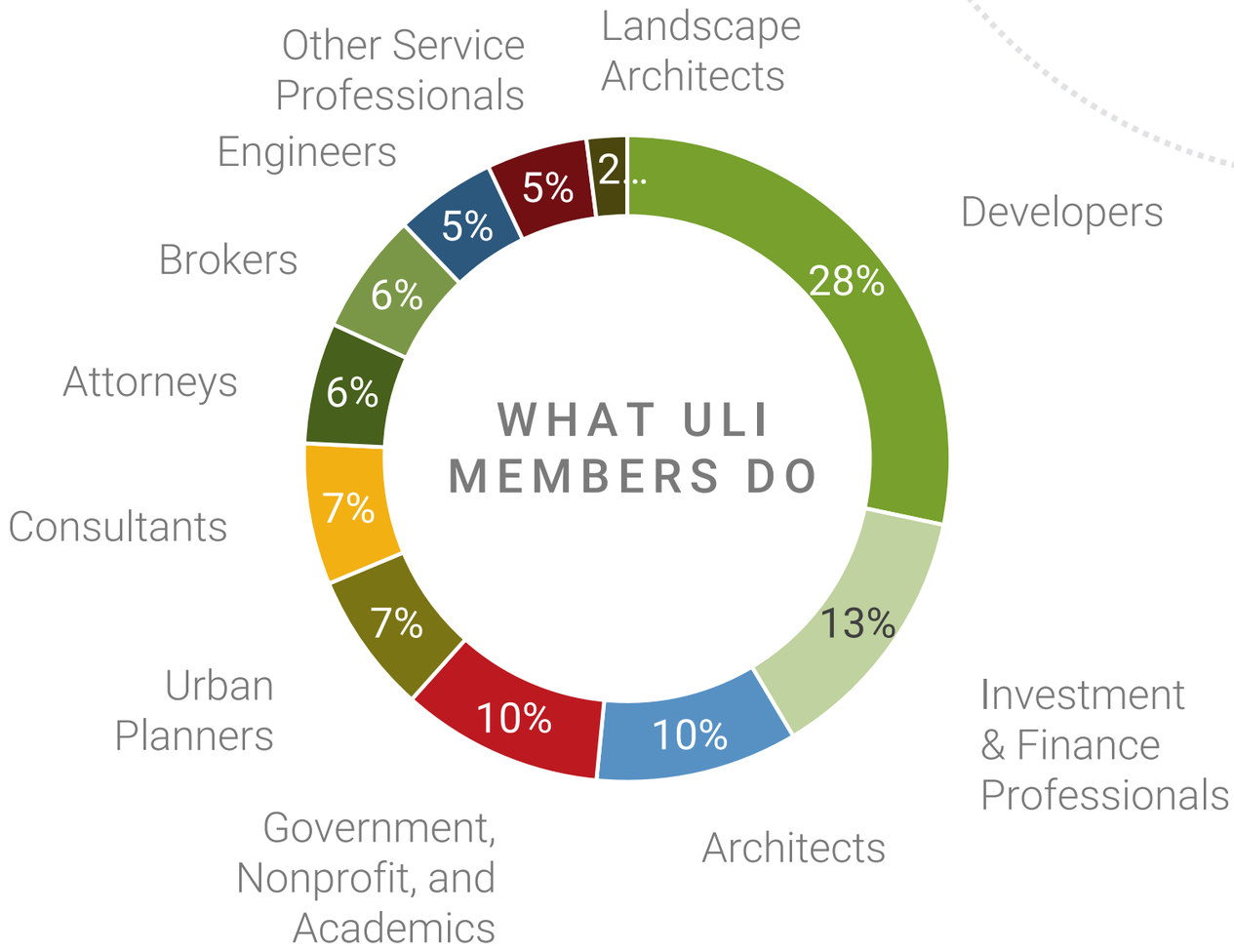
Membership

ULI is the premiere convener of real estate and land use professionals founded in 1936

48,000+
Members in more than 80 countries



1,400+
Members in the Atlanta region and our broader geography



Technical Assistance Panels (TAPs)

Why a TAP?

- ❑ Assemble a multidisciplinary team of volunteers within our membership who are senior practitioners to serve as panelists
- ❑ Central considerations are market viability and economic realities of community and place



Snapshot of Communities and orgs served

- ✓ All Saints' Episcopal Church
- ✓ Atlanta BeltLine
- ✓ City of Alpharetta
- ✓ City of Clarkston
- ✓ City of East Point
- ✓ City of Powder Springs
- ✓ City of Savannah
- ✓ City of Doraville
- ✓ Clayton Co.
- ✓ Fulton Co.
- ✓ Hall County
- ✓ Invest Atlanta
- ✓ MARTA
- ✓ Rabun County

Key Facts

- ➢ Program is over 27 years old
- ➢ 100+ Georgia based TAPs since 1996
- ➢ Reports are published w/ client permissions at https://atlanta.uli.org/resources/reports/

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ALPHARETTA WINDWARD TAP PANEL

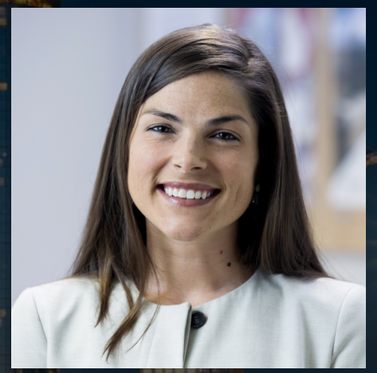
APRIL 25 & 26, 2023



Arman Tolentino
Architect / TAP Project Manager
Associate
Smallwood



Bob Voyles
Developer
Principal & Founder
Seven Oaks Company



Brooke Perez
Community Developer
Comm. & Econ. Devel. Mgr.
Georgia Power



Chris Hall
Real Estate Consultant
Managing Partner
Haddow & Company



Jay Silverman
Architect / TAP Panel Chair
National Director of Arch.
Dwell Design Studio



Jennie Lynn Rudder
Landscape Architect
Associate
Starr Whitehouse



Joe Stryker
Architect
Regional Director
Ware Malcomb



Joel Dixon
Developer
Principal
Urban Oasis Development



Mark Vollbrecht
Owner / Property Manager
Principal
Zeller Realty Group



Faith Hoople
Business Developer
Director of Business Development
GreenbergFarrow

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THE SCOPE OF WORK

1) How does the City of Alpharetta **activate office nodes** in the Windward corridor following high vacancy rates after the Covid-19 pandemic?

2) What **land-use decisions** can be made to facilitate **long-term economic sustainability** for the Windward corridor? Specifically, how can the City of Alpharetta activate unused parking lots to encourage an experiential location.



3) How can the **existing infrastructure**, such as the Big Creek Greenway, be leveraged to offer office users a walkable, green environment?

4) Given a more **hybrid working environment** in the post pandemic world, what **industries** could flourish in the Windward corridor in this **new reality**?

5) How does the City of Alpharetta use **branding** and **placemaking** strategies to encourage a more vibrant place where employees and residents alike would want to be after business hours?

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TAP Process

- Briefing documents provided by City of Alpharetta
- Study area tour of Windward Pkwy
- Stakeholder interviews with community leaders, businesses owners, tenants, etc.
- Panel discussions
- Recommendation formation

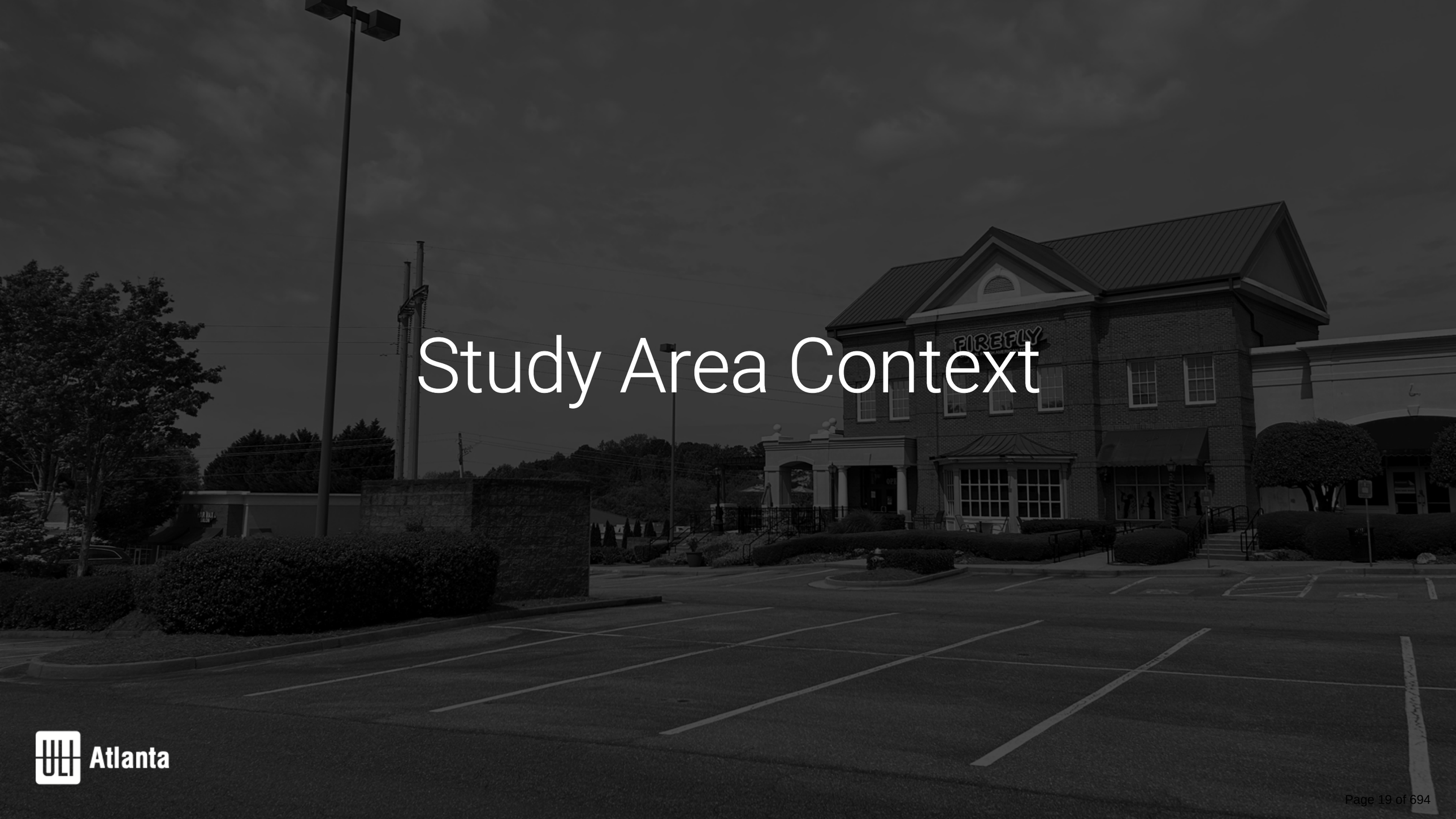








Stakeholder interviews and guest speaker



Study Area Context

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Purpose

To create a vision for the Windward Tech District that could inform and guide future development and planning of underutilized suburban office parcels.



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ALDEBMAN DRIVE
WINDWARD CONCOURSE
WINDWARD PARKWAY
WINDWARD PLAZA
UNION HILL ROAD
MARCONI DRIVE



SWOT Analysis

Atlanta

Strengths

- Demographics
- Access (vehicular, potential pedestrian via trail)
- Trailhead opportunity and regional connectivity (Big Creek Greenway is 8.3 miles)
- Good bones in existing infrastructure
- Physically high topography (no floodplain issues) – resilience
- Fiber backbone
- City leadership is motivated
- Strong, long-term retail owner
- 2-3 new tenants in office and new energy
- Available 8.5-acre parcel
- Biophilia – natural environment
- School districts
- Proximity to Halcyon

Weaknesses

- One-sided parking (office)
- Visibility to retail and hotel (landscaping is overgrown)
- Multiple owners – 4-5 in study area
- Housing affordability (mid-level workers)
- No plan for retail today
- No sense of place – wow factor
- Site is large – there is a lot to activate and hard to make an initial impact
- 2-sided retail – too much retail
- City may not be cohesive
- Not currently well-suited for R&D/BioMed
- No communications lead on city staff
- Alpharetta “brand” not known to young workers
- Wayfinding and signage

Opportunities

- Continue trail to Halcyon
- Parking distant from office over 750
- Focus on activation for office
- Site is large
- Excess parking – allows redevelopment
- Nodes of development
- Low park presence
- Two characteristic for each side of retail
- More opportunities for retail and dining options
- Hybrid users – R&D (light industrial and lab space)
- “Tech ecosystem” in Alpharetta
- Opportunity for middle-level housing (young families)
- McGiniss Ferry interchange
- Time is right for planning and entitlement
- Tactical moves can be made now
- Proximity to “The Gathering”

Threats

- Loss of commercial tax base
- Will building owners ever get their investment back from tenant concessions?
- Cost of redevelopment
- Lack of “perceived value” of redevelopment of office
- Uncertain market conditions
- Zoning concurrency requirements
- Lack of housing choice
- There are new office options in stronger locations (see Office Market Overview in on page 40 of the LCI)
- Lack of proximity to “young” workforce
- Commercial lending environment
- Selling collateral might not benefit the property owner
- Limits on rental multifamily units, strategically deployed
- Active adult is not encouraged

FIGURE 3-1

Elements of a Successful Project



Source: SB Friedman Development Advisors.

Create a shared vision, goals, & public purpose

Shared goals identified through TAP:

- ✓ Incremental development and revitalization
- ✓ Finding the right balance of the use of public space through public funds; and have surrounding space privately financed

Further consensus building required:

- ✓ Clear vision of how success is defined
- ✓ Rank priority of goals
- ✓ Priority of various redevelopment initiatives
- ✓ Refine branding

> All successful projects start with a vision. Without a vision, the project will most likely fail. The vision is the framework for project goals and serves as the benchmark to ensure the realization of joint objectives.
>
> *Ten Principles*, 8.

Recommendations



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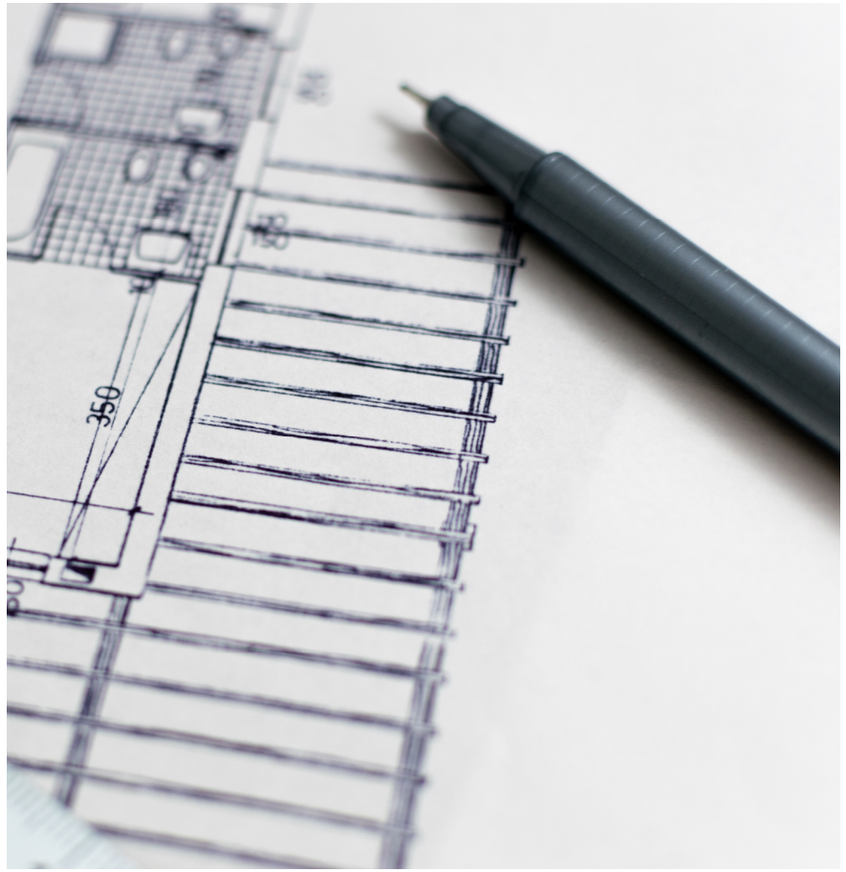
Land Use Recommendations

- Start with a public space framework plan
- Diversity of housing is important (more on next slide)
- Create an overlay district
- Flexibility with zoning – move away from concurrency (due to unforeseen market conditions)
- Not plan-specific zoning – to allow for flexibility
- Empower city staff with plan approval powers to provide developers with consistency and certainty
- Flexible parking requirements – adapt to changing market forces and financing
- Update regulations for containers and food trucks









Diversity of Housing

- Housing affordability/attainability came up in many stakeholder interviews, relative to workforce housing needs
- Essential housing is key
- For sale to attract talent for office space and users for retail
- Service and retail providers

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Leverage Existing Infrastructure

- Add a true trailhead, complete with restrooms, parking, portal
- Increase greenway connections on site and off site, e.g., neighborhood and street connections
  - On-site at GA Power easement, fire station connections, throughout the site and on Market Street
  - Public safety component with trailhead
  - Parking arrangement with owners
- Temporary and permanent pickleball courts
- Creative approach to stormwater and water quality



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Hybrid Working Environment

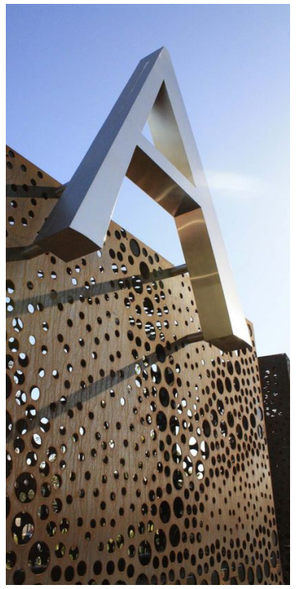
- Incubator spaces
  - Include non-corporate approach and environment, e.g., food incubator
  - Cyber security
  - Healthcare IT
  - Leverage access to GA 400
  - Care industry – senior, dog, child
  - Fintech and biotech are less fundable today; Cannot control the market
- Bring work to home
- Experiential – across industries – make it attractive and industries will follow
- Consider arts and culture – include a venue (small show); connect to trail; Art on the Trail (Sugar Hill, Crabapple)





Case studies: Taxi project in Denver; Pike District in Rockville, Maryland

Branding and Placemaking









- Technology, EV Infrastructure, Micro-mobility
- Avalon's Funky Cousin
- Incorporate art and music
- Hyper-local retail
- Family-oriented – splash pad, art, playground, recreational play/ball
- International flavor – 25% are foreign-born (local ingredients, international flavors)
- Create a district – starts here and grows out using streetscape and signage
- Connect to natural environment
- "Pull people off the trail, also waiting for a table"
- Office amenity during the day
- E-mobility for tech workers and trail users



INCENTIVES



- Development Authority
  - Abatement
  - Creative public space activation/shared costs
- Market and Tax Credits
  - Based on current market conditions
  - Time sensitive, cyclical
- Targeted Infrastructure Investment
  - Stormwater
  - Trails
  - Greenspace
  - Structured parking


NEXT STEPS

Near-term (12-18 months)

- Create a corridor plan (District) - 400 to residential neighborhoods; lead to overlay district and zoning.
  - Include a stormwater plan
  - Explore a parking plan
  - (Facilitate bond issuance for infrastructure – roads, trails, public amenities, parking)
- Coordinate with LCI process
- Engage property owners
- Tactical elements to test the market (food trucks, pickleball, community garden, music and arts
- Develop district branding, ID concept
- Identify staff/resources for programming

Mid-term (18-24 months)

- Property owner buy-in, including retail
- Enact overlay district
- Negotiate easements
- Trail extensions and greenway improvements
- Additional steps (lesser priority):
  - Implement public signage/ branding + wayfinding
  - Begin public art program for the district
  - Programming and events

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Long-term (24 months - 5 years)

- Overlay in place
- Developer donates land to build parking (city advances funds)
- Design and build new roads/infrastructure (In return for park and trailhead)
- Construct trail extension and improvements
- Windward Plaza pedestrian improvements
- Road extension (Market Place extension)
- Table is set for private development
- Facilitate discussions with residential developers and property owners
- Establish quality of retail development

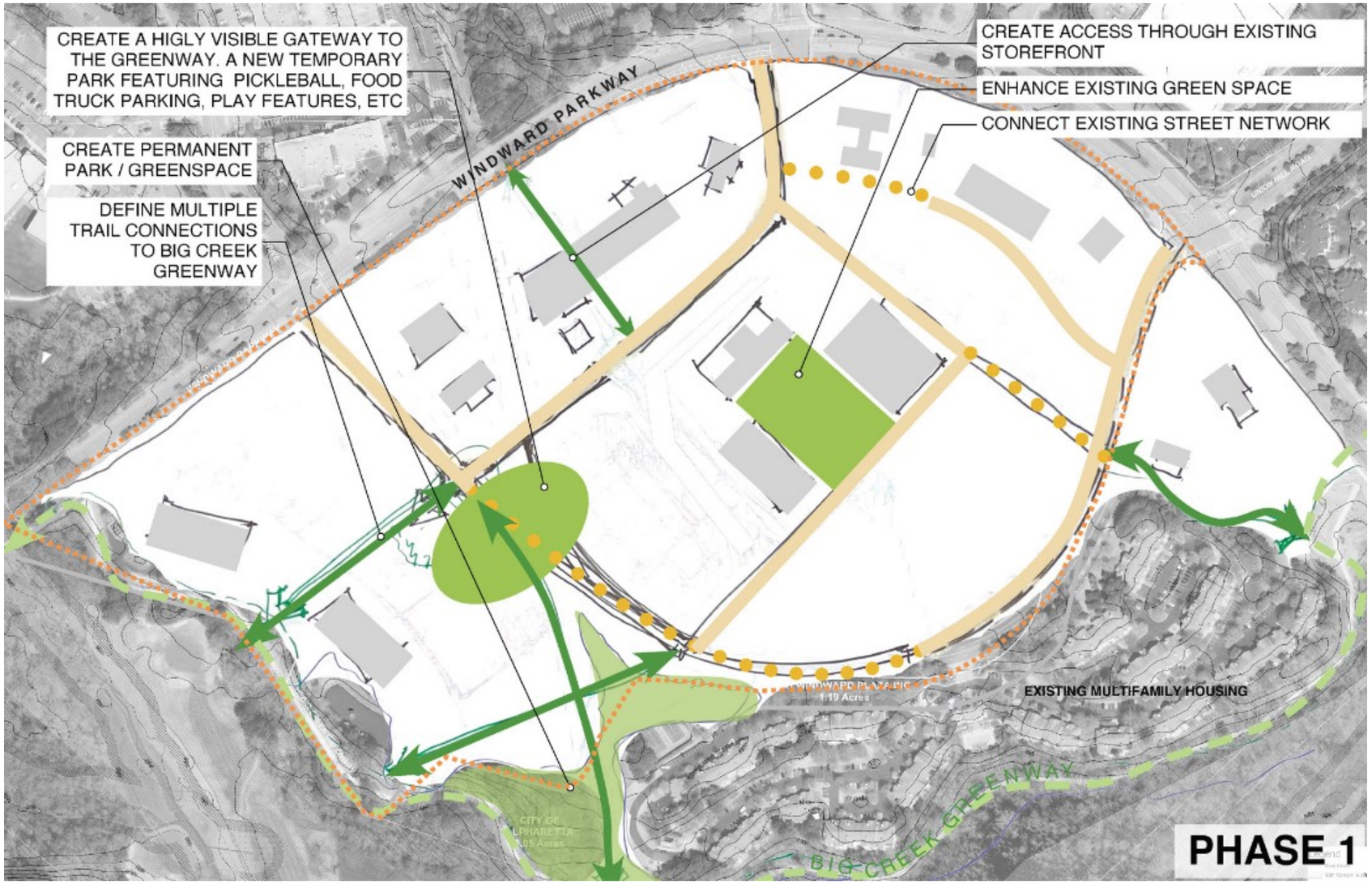
Next Steps: The Plan

1. Establish the boundaries of the Windward Tech District
2. Accommodate flexibility in uses that reflect evolving market conditions
   "Every decision is made on incomplete information!"
3. Have a sense of urgency and confidence in the process
   "A good solution applied now with vigor is better than a perfect solution applied later."
   "Begin with the end in mind."
4. Conduct meetings with property owners within District to get buy-in
5. Create a public infrastructure / public space framework plan with a focus on connectivity
6. Establish a funding mechanism / methodology
7. Identify private developers with a shared vision!

Existing Conditions



Master Plan: Phase I



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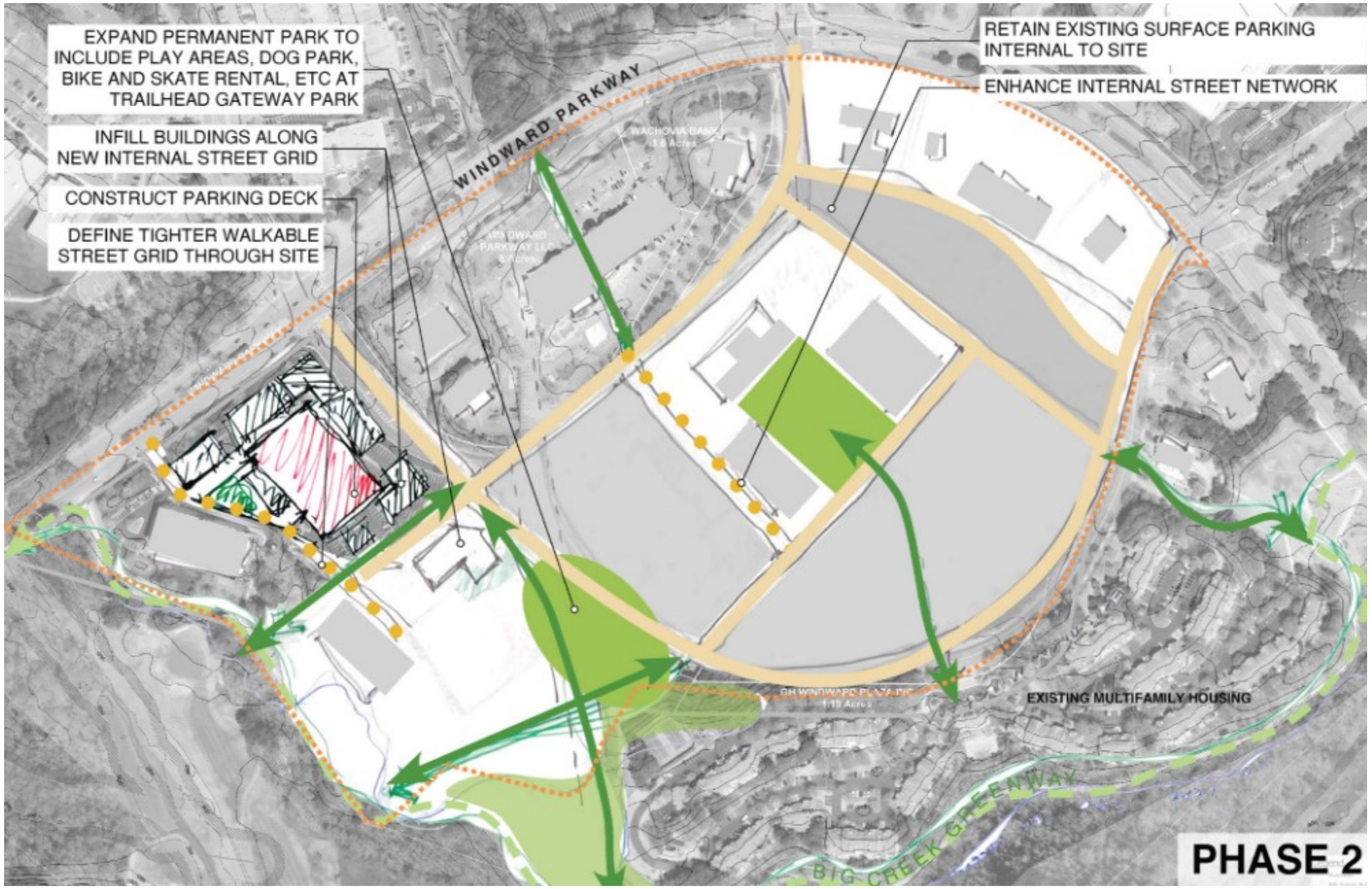
Master Plan: Phase II



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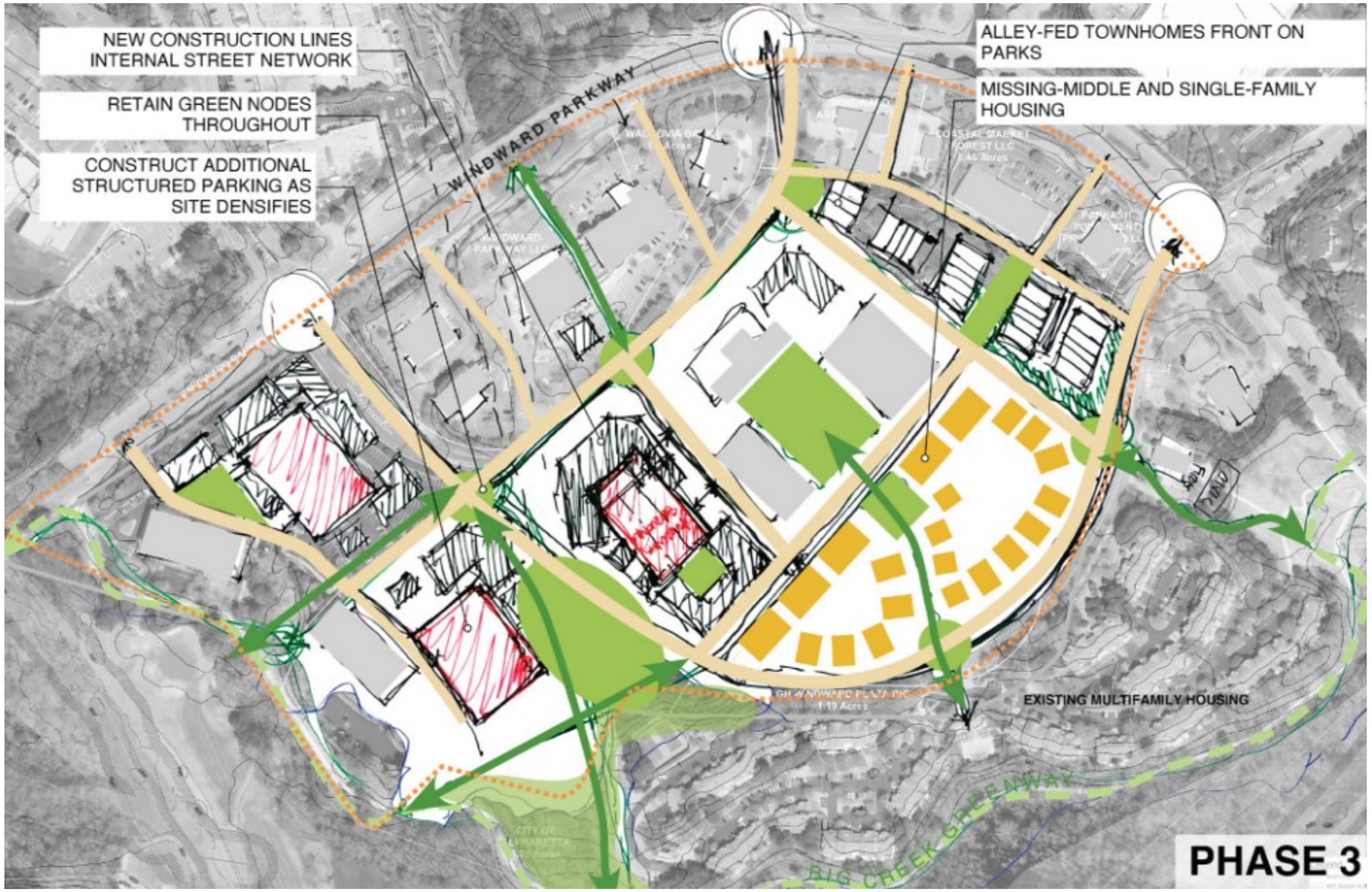
Master Plan: Long-Term



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Daphne Bond-Godfrey
Executive Director, ULI Atlanta
Daphne.bondgodfrey@uli.org

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ALPHARETTA, GEORGIA

Repositioning and Redevelopment Opportunities along the Windward Parkway Corridor



Technical Assistance Panel Report | APRIL 25–26, 2023

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Alpharetta Development Authority

ON THE COVER: Suburban office buildings face unique challenges in 2023's hybrid working environment.

KNOWLEDGE FINDER

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About the Urban Land Institute

The Urban Land Institute is a global, member-driven organization comprising more than 48,000 real estate and urban development professionals dedicated to advancing the Institute's mission of shaping the future of the built environment for transformative impact in communities worldwide. ULI's interdisciplinary membership represents all aspects of the industry, including developers, property owners, investors, architects, urban planners, public officials, real estate brokers, appraisers, attorneys, engineers, financiers, and academics. Established in 1936, the Institute has a presence in the Americas, Europe, and Asia Pacific region, with members in 81 countries. ULI's extraordinary impact on land use decision-making is based on its members' sharing expertise on a variety of factors affecting the built environment, including urbanization, demographic and population changes, new economic drivers, technology advancements, and environmental concerns. Peer-to-peer learning is achieved through the knowledge shared by members at thousands of convenings each year that reinforce ULI's position as a global authority on land use and real estate. Drawing on its members' work, the Institute recognizes and shares best practices in urban design and development for the benefit of communities around the globe.

More information is available at uli.org. Follow ULI on Twitter, Facebook, LinkedIn, and Instagram.

About ULI Atlanta

With over 1,400 members throughout the Atlanta region (Georgia and Eastern Tennessee), ULI Atlanta is one of the largest and most active ULI District Councils worldwide. We bring together leaders from across the fields of real estate and land use policy to exchange best practices and serve community needs. We share knowledge through education, applied research, publishing, electronic media, events, and programs.

ULI District Council Leadership

Marc Pollack
Chairman Emeritus, RangeWater Real Estate
District Council Chair, ULI Atlanta

Bob Voyles
Co-Principal and Founder, Seven Oaks
Chair for Mission Advancement, ULI Atlanta

Steve Foster
Economic and Community Development, GA Power (retired)
TAPs Committee Co-Chair, ULI Atlanta

David Scott
Senior Principal and Partner, DaVinci Development Collaborative
TAPs Committee Co-Chair, ULI Atlanta

Daphne Bond-Godfrey
Executive Director, ULI Atlanta

ULI Advisory Services: National and Global Programs

Since 1947, the ULI Advisory Services program has assembled well over 700 ULI-member teams to help sponsors find creative, practical solutions for complex land use challenges. A wide variety of public, private, and nonprofit organizations have contracted for ULI's advisory services. National and international panelists are specifically recruited to form a panel of independent and objective volunteer ULI member experts with the skills needed to address the identified land use challenge. The program is designed to help break through obstacles, jump-start conversations, and solve tough challenges that need an outside, independent perspective. Three- and five-day engagements are offered to ensure thorough consideration of relevant topics.

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Learn more at americas.uli.org/programs/advisory-services.

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Urban Land Institute harnesses its members' technical expertise to help communities solve complex land use, development, and redevelopment challenges. Technical Assistance Panels (TAPs) provide expert, multidisciplinary, unbiased advice to local governments, public agencies, and nonprofit organizations facing complex land use and real estate issues in the region. Drawing from its seasoned professional membership base, ULI Atlanta offers objective and responsible guidance on various land use and real estate issues ranging from site-specific projects to public policy questions. The sponsoring organization is responsible for gathering the background information necessary to understand the project and presenting it to the panel. TAP members spend two days developing an understanding of the problem, coming up with recommendations, and presenting those findings and recommendations to the sponsoring organization.

Technical Assistance Panel and Project Staff

Panel Members

Jay Silverman (Panel Chair)
National Director of Architecture
Dwell Design Studio

Joel Dixon
Principal
Urban Oasis Development

Chris Hall
Managing Partner
Haddow & Company

Faith Hoople
Director of Business Development
GreenbergFarrow

Brooke Perez
Community & Economic Development Manager
Georgia Power

Jennie Lynn Rudder
Associate
Starr Whitehouse

Joe Stryker
Regional Director
Ware Malcomb

Arman Tolentino (Project Manager)
Associate
Smallwood

Mark Vollbrecht
Principal
Zeller Realty Group

Bob Voyles
Principal & Founder
Seven Oaks Company

ULI Project Staff

Daphne Bond-Godfrey
Executive Director, ULI Atlanta

Felicia Neil
Coordinator, ULI Atlanta

TECHNICAL WRITER
Kelly Annis, Branch Communications/ULI St. Louis

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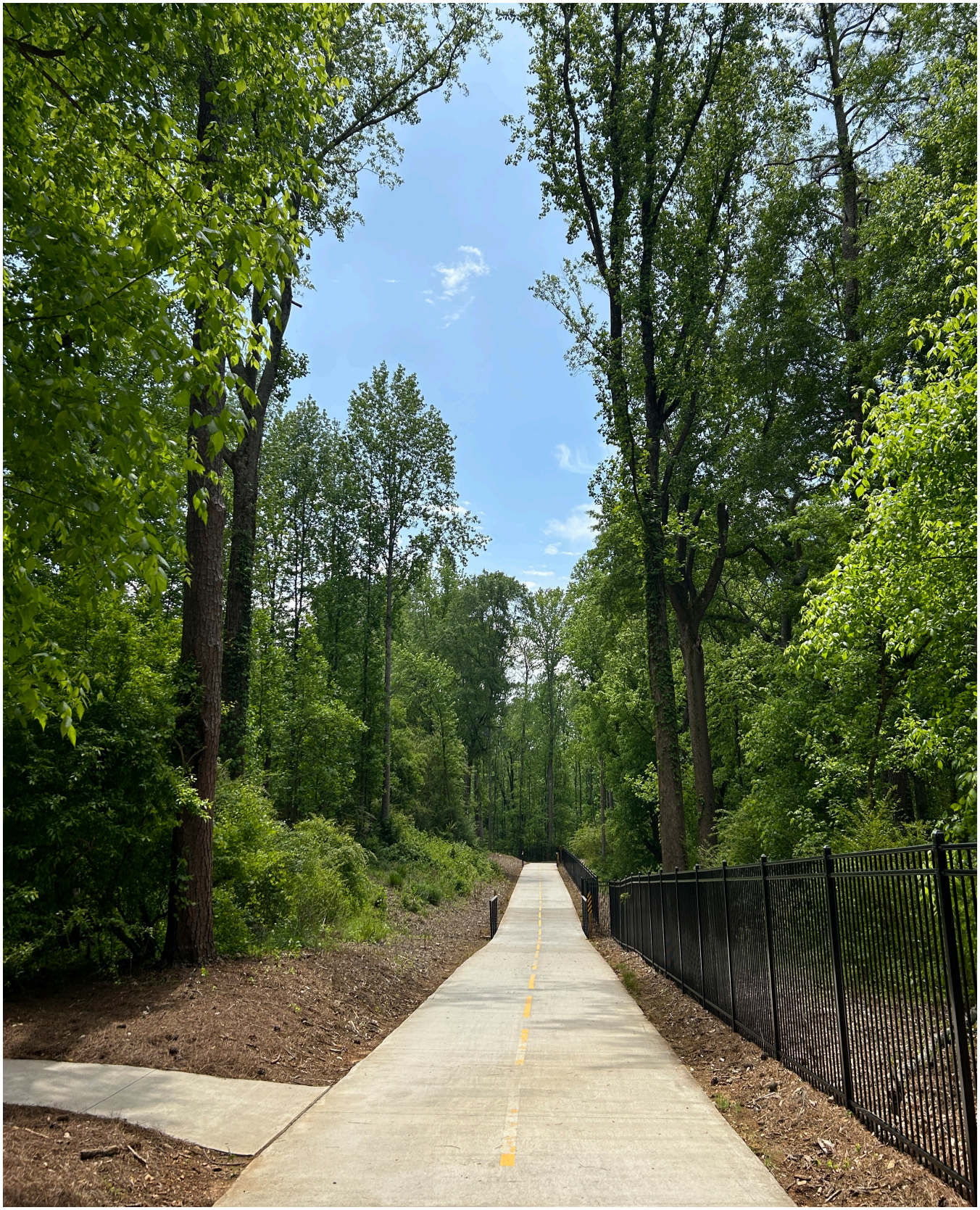

The Big Creek Greenway lines the southern edge of the Windward Tech District and has become an important local amenity.

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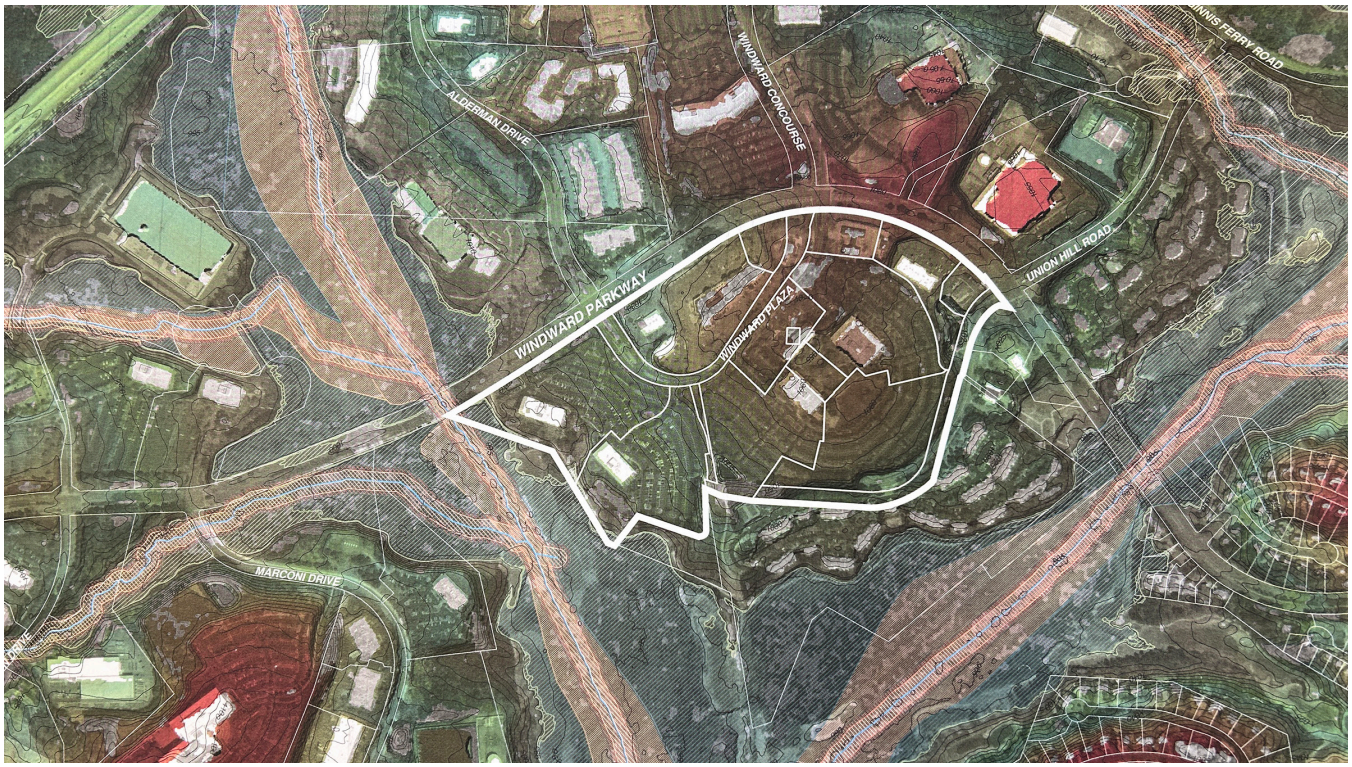
The retail center at the eastern end of the study site no longer enjoys sustainable traffic from the neighboring office buildings.

EXECUTIVE SUMMARY

Like many cities across the United States, the City of Alpharetta, Georgia, has a number of suburban-style office campuses and commercial corridors that are now underutilized. Following the COVID-19 pandemic, office occupancy has dropped significantly and while some office tenants are choosing to downsize their footprints, others are maintaining their space while still recognizing that not all offices will be full every day of the week. This daily drop in office worker volume has had ripple effects–proximate retailers are suffering, parking lots are nearly empty, and campus space is largely underutilized.

Recognizing this seismic shift in the office environment and understanding the city's current inventory of office buildings and commercial corridors, the City of Alpharetta (the city) turned to the Urban Land Institute–Atlanta District Council (ULI) for guidance in repositioning these commercial corridors. The city has seen success with recent mixed-use developments like Avalon and Halcyon, and, with a vision for something as engaging in its underutilized commercial corridors, posed a series of questions to ULI that could help city planners and elected leaders envision a new future for these broad commercial spaces that are often marked by 1990's style office campuses.

Using the Windward Tech District as a sample study site, the city asked ULI to convene a technical assistance panel (TAP) to study the site, interview key stakeholders, and deliver a set of recommendations that the city can begin to use as a template for reshaping the future of these large, underutilized office properties.



The Windward Tech District is outlined in white. The area is marked by large office buildings surrounded by surface parking lots.

BRIEFING MATERIALS

The TAP panel, comprised of real estate experts from around the region, provided a road map for the city that addressed the following key themes: revising land use regulations; incorporating housing diversity; leveraging existing infrastructure; embracing a hybrid work environment; incorporating branding and placemaking; and identifying appropriate incentives for new development.

Recommendations

Revise land use regulations. Given the largely single-use zoning in place on the site, land use regulations and zoning controls will require updates. Incorporating a mix of uses into the site, including housing (and a diversity of housing options), can help activate the area outside of office hours and leverage the proximity of the Big Creek Greenway. An overlay district is also recommended to help guide future development while still allowing for flexibility and market adjustments over time.

Embrace housing diversity. Stakeholders noted a need for additional housing diversity in the city–both diversity of type and a range of price points. Essential housing—housing at prices that are attainable for teachers, retail workers, and young families—would be a welcome addition to the city and should be considered for the study site.

Leverage existing infrastructure. The site is rich in infrastructure. Surface parking is abundant, roads and utilities are already in place, and the proximity of the Big Creek Greenway is an enviable asset. With some additional infrastructure investments, notably connecting Market Place through the site and creating trail connections and related amenities (*i.e.*, a trailhead) at the site, the area can build on the assets in place and further activate the site.

Embrace a hybrid work environment. As much as many employers would like employees to return to the office all day every day of the week, that ship has sailed. A hybrid work environment has become the norm. By embracing this approach, property owners and developers can begin to envision new and expanded uses for existing underutilized spaces both inside and outside the buildings. Incubator spaces are also at a premium in the city, with the city's current incubator at capacity and turning away prospective tenants. Launching a second incubator for either corporate or non-corporate business start-ups might be an interesting way to leverage space and nurture the next generation of scalable office tenants.

Incorporate branding and placemaking. The study area would benefit from branding. The tech district moniker may not fully represent everything that the site can and should become in a repositioned, mixed-use environment. With new branding in hand, signage and wayfinding should be added to the district, drawing visitors in and helping everyone better navigate the amenities on site. Placemaking, whether through art installations, musical performances, food truck gatherings, or temporary pickleball courts, would help raise the visibility of the area and activate the district with regular events and programming for the broader community.

Incentives. While financial incentives may be needed, the city can lead the way with investments in the public realm and infrastructure at strategic positions across the site. These public sector investments can help signal the city's willingness to see the area thrive and work with property owners and new developers in re-envisioning the district in this next chapter.

Implementation and Phasing

The recommendations posed by the panel will need to be rolled out over time, generally in phases that cover the next 12 months, 12–18 months, and within the next five years.

Facilitating conversations with property owners. Key to any progress on the site will be cooperation with the existing property owners. Starting conversations early and inviting the property owners to come alongside the city in re-envisioning the district will serve any redevelopment or new development well and should help position the site for improvements. Conversations around land use, particularly relating to the sea of surface parking and connections to the greenway, should be pursued early and with care.

Near term. In the next 12–18 months, the city is encouraged to create a corridor plan and coordinate

with the Livable Cities Initiative (LCI) work underway. Early tactical elements, even temporary activities, and branding can begin to activate and enliven the site, which may require additional staff and resources to execute well.

Mid-term. In the following 18–24 months, an overlay district should be put in place to help guide development. Greenway connections, any new easements, and trail extensions can also be tackled during this period.

Long-term. In the real estate industry, "long term" often means five years from the present. With the market changing quickly, the city is encouraged to work with a sense of urgency and intention. By setting the table early for private development, the city and existing property owners will be ready to entertain proposals from residential and commercial developers for discrete portions of the site. Roads and additional infrastructure should be put in place within this time period and pedestrian improvements, both interior to and around the site, should be completed.

Again, early and frequent engagements and ongoing conversations with the existing property and building owners are critical as their cooperation will launch any additional private investment at the site.

The professional and elected leadership of Alpharetta have demonstrated that the city can be an innovative and savvy partner in development, and the development community has responded. Together the city, district property owners, and new developers can begin to envision a new future for the Windward Tech District that embraces the assets in place, amplifies the benefits of the Big Creek Greenway, and provides additional housing, recreation, and economic development benefits to the residents of Alpharetta.



Top: The existing conditions at the site are noted, including the greenway and the utility easement. Below: A re-imagined site plan could feature fully-connected streets, multiple trail connections, potentially structured parking options, and a more dense and diverse mix of uses.

INTRODUCTION AND BACKGROUND

The COVID-19 pandemic created a seismic shift in the way many businesses operate. The work-from-home days early in 2020 sparked in many traditional office workers a lasting desire to continue to work from home many, if not all, days of the work week. While a number of office employers are striving to return to the days of 100 percent of their workforce in the office five days a week, others are coming to terms with this new office reality and are instead shifting to some form of hybrid environment in order to keep the employees they have today as well as attract talent in the future.

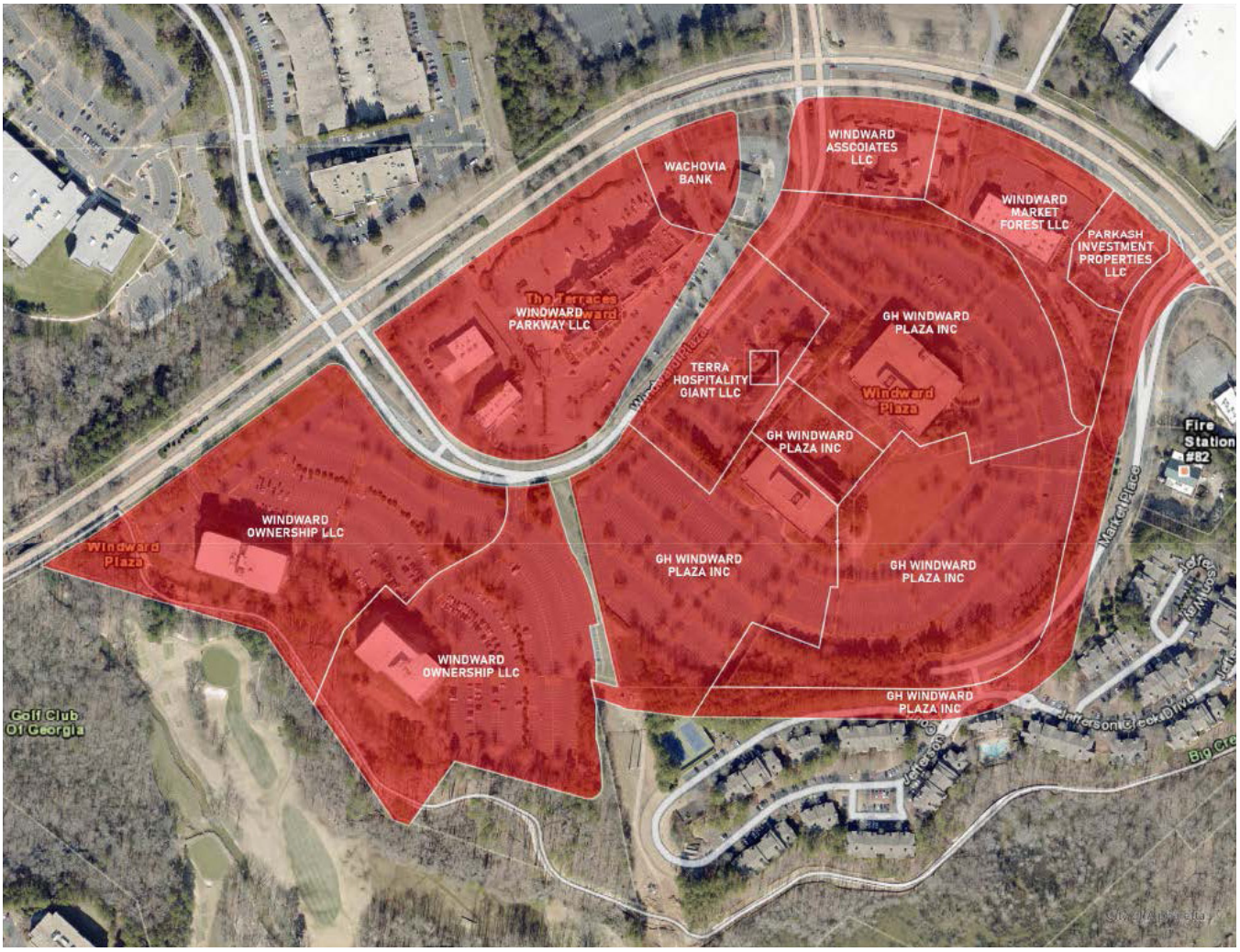
With roughly 20 percent of its four million square feet of office space currently vacant in Alpharetta and recognizing the shift in how businesses are using office space, professional staff at the City of Alpharetta turned to ULI for assistance in proactively addressing the potential challenges and opportunities posed by this shift in the way businesses use office space going forward.

Alpharetta, Georgia, a city of approximately 66,000 people, is known for its progressive approach to development and its proactive approach to planning. The city has seen recent success with Avalon and Alpharetta City Center, two the mixed-use developments that have garnered market attention and investment by creating the same walkable amenities many would find in a more traditional urban core. It also understands and values the opportunities associated with greenways and trails, as evidenced by its investment in connecting its trail system regionally and widening existing sidewalks to cater to greater modalities—and yet this is where one of its greatest opportunities lies.

At the same time, the commercial corridors of the 1990's, marked by wide boulevards, tree-lined buffers, and wide-open surface parking lots, are no longer serving the community well. Visibility into the surrounding office campuses is challenging, limiting retail potential and

Questions for the Panel

1. How does the City of Alpharetta activate office nodes in the Windward corridor following high vacancy rates after the Covid-19 pandemic?
2. What land-use decisions can be made to facilitate long-term economic sustainability for the Windward corridor? Specifically, how can the City of Alpharetta activate unused parking lots to encourage an experiential location.
3. How to leverage existing infrastructure such as the Big Creek Greenway to offer office-users a walkable, green environment.
4. Given a more hybrid working environment in the post pandemic world, what industries could flourish in the Windward corridor in this new reality?
5. How does the City of Alpharetta use branding and placemaking strategies to encourage a more vibrant place where employees and residents alike would want to be after business hours?



Map of parcel ownership within the study area.

making navigation into and around these office campuses challenging. The parking lots are abundant, yet largely empty, adding to a sense that the buildings are mostly empty and the area is in hibernation or even decline.

Using the Windward Parkway commercial corridor and specifically the Windward Tech District as a sample study site, the city turned to ULI for assistance in envisioning the future of its commercial corridors and suburban-style office parks. Bound by Windward Parkway to the north, the Big Creek Greenway to the southwest, and a residential neighborhood to the southeast, the 63-acre study area is home to a retail plaza that is 50 percent vacant, a hotel, and several multi-story office buildings with associated surface parking lots. The study area also sits east of Georgia Highway 400/US 19, which creates connectivity challenges to the more recent development activity west of GA 400.

ULI, using its trusted technical assistance panel program, convened eight ULI members with the real estate development expertise needed to study the site, address the questions posed by the city, and deliver a set of recommendations the city can use at this site as well as incorporate into other similar commercial corridors across Alpharetta. With experience in development, architecture, planning, and economic and community development, the TAP panel spent two days in intense study. The city provided extensive briefing materials and oriented the panel with a driving and walking tour of the study site. Following the tour, the panel interviewed





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Left: The panel toured a section of the Big Creek Greenway that borders the study site. Right: The panel toured the retail center that sits at the eastern end of the study site.

community leaders, businesses owners, tenants, and other real estate owners to better understand the current challenges at and around the site and begin to identify potential opportunities. The panel reviewed the information gathered, conducted a SWOT (strengths, weaknesses, opportunities, and threats) analysis, and applied their extensive knowledge and expertise to the questions posed by the city, with the ultimate goal of creating a vision for the Windward Tech District that could inform and guide future development and planning of underutilized commercial corridors and related office campuses.

As the TAP panel worked through its study, the panelists created a shared vision, a set of shared goals, and a public purpose for the TAP. This framework allowed the panelists to contribute their expertise through collaboration with the following shared goals in mind:

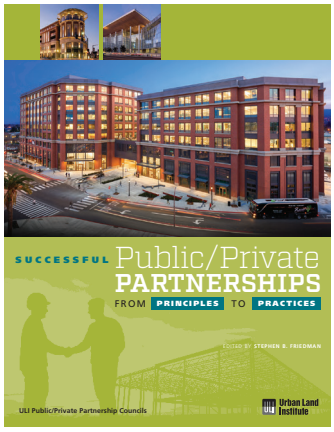
- Create a path for incremental development and revitalization; and
- Find the right balance for the use of public space through public funds and the surrounding space developed through privately financed means.

The panel also identified the following areas as important to answering the city's questions and worthy of further discussion throughout the TAP process:

- The study area will benefit from a clear vision of success in the redevelopment efforts.
- Ranking the priority of goals will be helpful.
- The redevelopment initiatives need to be prioritized.
- A refined brand will help further development efforts and assist existing Windward Tech businesses.

With this information and additional considerations in hand, the panel set forth a set of recommendations the city can use as it begins to approach redevelopment along the Windward corridor. The panel turned to a tried and true ULI resource for creating a shared vision, goal, and public purpose for this project. The graphic below (left) notes the key components of a successful project. More details on the ULI resource can be found here.





A successful public private partnership, as may be required for the redevelopment of the study site, will incorporate economic feasibility, community goals, and site capacity.

Strengths

Demographics

Trailhead opportunity and regional connectivity (Big Creek Greenway is 8.3 miles long)

Good bones in existing infrastructure

Physically high topography (no floodplain issues) which adds to resilience at the site

Access (vehicular, potential pedestrian via trail)

Fiber backbone is in place

City leadership is motivated

Strong, long-term retail owner

Two to three new tenants in office and new energy

Underutilized 8.5-acre parcel

Biophilia–the natural environment

School districts are a draw

Proximity to Halcyon

Weaknesses

One-sided parking (office)

Two-sided retail and perhaps too much retail

Under-performing retail

Visibility to retail and hotel (landscaping is overgrown)

Multiple owners with four or five in the study area

Housing affordability for mid-level workers

No sense of place–lacking a "wow" factor

Site is large–there is a lot to activate and hard to make an initial impact

City may not be cohesive

Not currently well-suited for R&D or BioMed

No communications lead on city staff

Alpharetta "brand" not known to young workers

Wayfinding and signage

Opportunities

Continue trail to Halcyon

Parking distant from office

Focus on activation for office

Site is large

Excess parking allows for redevelopment

Nodes of development

Low park presence

Retail center can benefit from different uses on each side

Opportunities for retail and dining options near future trailhead and amenities

Hybrid users like R&D (light industrial and lab space)

"Tech ecosystem" in Alpharetta

Opportunity for middle-level housing (young families)

McGiniss Ferry interchange

Time is right for planning and entitlement

Tactical moves can be made now

Proximity to "The Gathering"

Threats

Loss of commercial tax base

Uncertainty around building owners' potential to recover investments in tenant concessions

Cost of redevelopment

Lack of "perceived value" in office redevelopment

Uncertain market conditions

Zoning concurrency requirements

Lack of housing choice

There are new office options in stronger locations (see Office Market Overview on page 40 of the LCI)

Lack of proximity to "young" workforce

Current commercial lending environment

Selling collateral might not benefit the property owner

Limits on rental multifamily units, strategically deployed

Active adult developments are not encouraged

The future of office markets across the United States is in question as evidenced by these recent headlines (May 2023).

26 Empire State Buildings could fit into New York's empty office space. That's a sign. (New York Times)

"It's really the perfect storm": Empty office buildings across U.S. could lead to financial meltdown (CBS News)

Atlanta awaits office market 'reckoning' as financial pressure mounts (AJC)

Rushing the Return to Office: Why Forcing Feds into In-Person Work Could Backfire (Government Executive)

Bridging the Occupier-Landlord Gap for the Future of Workspace (Urban Land Institute)

RECOMMENDATIONS

As the city considers the redevelopment opportunities in the Windward Tech District, the panel set forth its recommendations in a series of categories, including land use, housing diversity, existing infrastructure, hybrid working considerations, branding and placemaking, and incentives. While the specific recommendations within each category relate to this particular study site, the broad categories and recommendations can apply to redevelopment considerations along all of Alpharetta's commercial corridors.

Update Land Use Regulations

As the city considers new or additional uses in the district, land use regulations and zoning controls will require revisions and updating to allow for and attract new uses to the site.

Create a framework plan for public space. Given the proximity of the Big Creek Greenway, planning and redevelopment of the Windward Tech District (the district) should include a framework plan amplifying this compelling public space amenity. The city will need to lead these planning efforts. The Atlanta BeltLine is an excellent example and could serve as a model for the type of development sought here.

Include diverse housing options. Alpharetta is a city known for its lovely homes, beautiful neighborhoods, and quality of life. Housing in the city is also quickly becoming unattainable for the next generation. The city is strongly encouraged to build in a diversity of housing options for the district as well as in other areas of the city as housing attainability will be important to the long-term success and viability of the city.

Create an overlay district. Certain land use controls should be put in place now to help facilitate the type of development the city would like to see in the district. An overlay district in particular will help set the stage for future development while still maintaining the current framework of uses.

Provide zoning flexibility. While concurrency has worked well for the city's growth in the past, the forced adjacencies are no longer a positive control on development. Building flexibility into the city's zoning regulations will allow for development to flex and bend with market demands while still working within defined parameters. Similarly, the panel recommends moving away from plan-specific zoning, particularly for the district going forward, as this will provide needed expediency and flexibility, supporting growth and development at the site.

> *"The basis of every decision is made on incomplete information.*
> –TAP Panelist

Move to staff approvals for plans. As plans come before the city, it is strongly encouraged to empower the city's professional staff with necessary plan approval powers. Shifting the approval process from the city council to the municipal professional staff can provide the development community with consistency and process certainty across development pursuits.

Uses should shape parking configurations. The site today is marked by large surface parking lots, all of which are underutilized today. The city should embrace a flexible approach to its parking requirements, providing opportunities for adaptation to changing market forces and financing. Some of the lots may shrink, structured

parking may play a role, and other uses may share parking spaces—regardless, the uses should drive the parking needs. Do not allow the current parking lots to shape future development.

Allow temporary uses. As (re)development unfolds across the district, programming some of the parking lots with new, even temporary, uses can help activate the district. Updating current city regulations to allow for the use of shipping containers as temporary retail locations and opening the doors to food trucks can create attractive and engaging temporary uses across the site, adding vibrancy and commerce to an otherwise sleepy corporate campus.

Create Diversity of Housing

Numerous stakeholders made mention of the critical need for additional housing options for the city, particularly housing that is attainable to teachers and service workers.

Pursue essential housing options. The city needs housing that is attainable for its workforce and affordable to the teachers, fire fighters, and service workers who are essential to the city's operation. Working with developers to find sites that can facilitate this type of expanded housing diversity will be key to the long-term attainability and viability of the city.

Create both rental and for sale options. A broadened diversity of housing options should include options for both rental and for-sale housing. While many residents will still prefer to purchase a home in Alpharetta, a growing population, even those who can afford to purchase, is preferring instead to rent. Pursuing a range of housing options can help employers attract office and retail talent as people considering relocating to the area may wish to rent before purchasing or continue to rent to maintain their personal housing flexibility. Homeownership may still be the goal for many residents, but rental options can provide a critical on-ramp to eventual homeownership.


ADOBE


ADOBE


ULI

A diversity of housing options–including multi-family (top), townhomes (middle), and single-family units (bottom)–will support the variety of residents who wish to call Alpharetta home.

Pursue diverse housing types. In addition to the wide-range of single-family homes in Alpharetta, downtown has seen a rise in popularity of townhomes and condominiums. Embracing this diversity of housing types in other areas of the city, particularly in the commercial corridors exemplified by the Windward Tech District, will be key to residential housing success going forward.

Leverage Existing Infrastructure

The panel was impressed by the balance Alpharetta has struck between supporting new development while embracing the natural beauty of this part of the state. This attention to and connection with nature throughout the study site and the other commercial corridors should be preserved and celebrated.

Create a Big Creek Greenway trailhead. The proximity of the greenway to the study site is a tremendous asset that should be amplified across the site. The panel strongly encourages the addition of a true trailhead to the study site, complete with restrooms, parking, and shelter. A trailhead in the district could serve as a catalyst for development and support public safety in the area by bringing a meeting place and sense of purpose for community connection deep within the study site.

Create greenway connections. There are a couple of connections from the site to the greenway, but they are tucked away and difficult to find. It is also not clear where the connections may go beyond the greenway –are there deeper connections into the surrounding neighborhood or are there connections to other city streets that may help users better navigate the city? Creating clear and accessible connections to the greenway, and using easy-to-follow wayfinding, will increase greenway use, better connect current district employees/visitors to the greenway, and perhaps encourage additional users to use the district as their starting or ending point in their recreational activities.

- **Consider using the utility easement as a connector.** The Georgia Power easement that runs through the site creates certain constraints on development,



OVERTON PARK CONSERVANCY

Trailhead infrastructure can be an important factor in placemaking, creating a recognizable, attractive, and even whimsical location for gathering and accessing the greenway beyond.



ULI

Sidewalks connecting to the greenway can be better utilized with more signage and wayfinding throughout the district.



ULI

The GA Power utility easement is already being used as an informal trail connection. Making this connector more accessible with paving and signage will help greenway users connect more safely.

yet, at the same time, it also presents a compelling opportunity for a connection to the greenway. Using the easement as a greenway connector may make good development sense and should be explored.

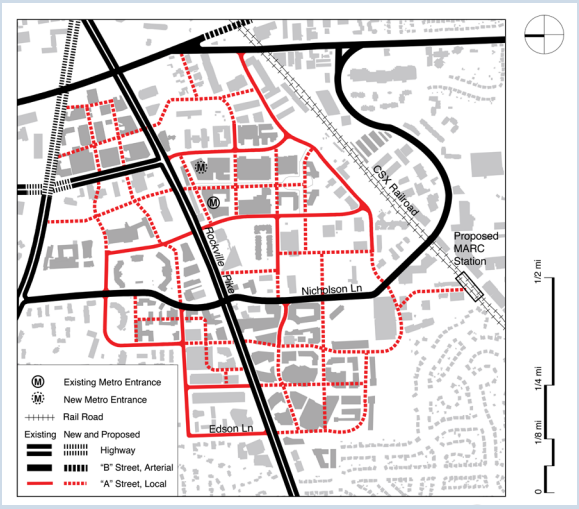
- **Finish and expand roadways throughout the site.** The potential connections around the fire station on Market Place and the Market Place street itself can also help to better connect people to and throughout the site. Whether Market is extended beyond its current terminus or not, there are additional development opportunities on the north and west side of the roadway that should be explored and potentially built with the added benefit of having a roadway already in place.
- **Reconfigure parking.** The sea of existing parking may require reconfiguration to meet the needs of new development. It may also need to be reconfigured to provide proximate and accessible parking for future greenway trailhead users. Conversations with existing property owners will be required to ensure that their business parking needs continue to be met while also providing flexibility or potentially shared use with trail users.

Create activation opportunities. In an effort to create energy and activation across the site, tactical urbanism interventions, such as temporary and even permanent pickleball courts and food truck plazas can help create a fun public destination at the site and bring people into the area for recreation, whether they are discovering activities along the greenway or are exploring from surrounding neighborhoods.

Embrace stormwater management opportunities. Much of the study site today is covered by impervious asphalt pavement. During rain events, water runs off the parking lots in sheets down to the greenway and the creek beyond, eventually impacting properties downstream. In the midst of redeveloping the district, creative thought should be given to on-site approaches to stormwater and water quality management with the goal of capturing as much of the stormwater runoff on-site and relieving the stream and the downstream properties of the absorption burden.

Interview with Ellen Dunham-Jones

As a function of its fact-finding mission around the repositioning of the Windward Tech District, the panel met with renown architect and urban designer Ellen Dunham-Jones during the TAP. In addition to her work as a professor and director of urban design at Georgia Tech, Ellen has authored several publications and books (most recently the *Retrofitting Suburbia* series) and is a leading authority on sustainable suburban redevelopments. Ellen shared her research and insights on the particular opportunities and challenges found in and around the Windward Parkway corridor and helped the panel identify several complementary case studies that may further define the potential paths forward for the City of Alpharetta.



The Pike District in Rockville, Maryland, from *Case Studies in Retrofitting Suburbia* by June Williamson and Ellen Dunham-Jones, (Wiley, 2021) based largely on the plan by Glatting Jackson.



STEPHAN WERK FOR TAXI COMMUNITY

The TAXI Community in Denver, Colorado, could serve as an interesting case study for additional incubator facilities in the district.

Embrace the Hybrid Working Environment

The office demand that existed before the COVID-19 pandemic is not coming back at the same levels. While cities have built entire systems around a nine-to-five workday away from home, surrounded by retail uses catering to daytime office workers, those commercial systems no longer fit today's office environment.

Explore additional incubator facilities. The city is home to a highly-successful business incubator facility that is at capacity. Knowing that there is demand for additional incubator space in Alpharetta, the city should consider pursuing additional similar uses on the site and even expand beyond the corporate approach into other industries, *e.g.,* a food and beverage or restaurant industry incubator. Additional businesses may be wishing to expand in Alpharetta and could use incubator space to gain a foothold in the market. Cyber security, healthcare information technology, and care industry businesses (catering to seniors, children, and even pets) are expanding and could embrace incubator space during their start-up years. (Fintech and biotech are in a less fundable position today and may be less interested in expansion or incubation sites.) The proximity and access to GA 400 may also be a positive characteristic that an incubating business may seek, and the study site is well-positioned with excellent auto access. Given the ever-changing nature of the market, the flexibility of an incubator location may make great sense for some of the district's current office spaces.

Explore an experiential environment. The blending of work, play, and leisure can create a vibrant environment that is attractive to employees, giving them a reason to leave their home office. Experiences and places that are engaging and welcoming will be attractive to people and businesses will follow, seeking to locate in a place where their employees want to spend time. Consider all of the ways that experiences can be built into the publicly and even privately-owned areas of the site to create a place that is compelling and worth a return visit.



ULI



PGAV PLANNERS



ALLISON RICHTER PHOTOGRAPHY/ RSM DESIGN

Branding and wayfinding can be equally effective and attractive.

Leverage arts and culture as a draw. The addition of arts and culture to the site, enlivening areas with a small venue for performances, connections to the trail, and space for art exhibitions (Art on the Trail as seen in Sugar Hill and Crabapple), can attract additional visitors to the district and add life to the site. The city should evaluate potential areas across the site that could work well for either temporary or even permanent installations and performances.

Use Branding and Placemaking

Commercial corridors and suburban office campuses were designed with the goal of moving workers to office buildings, keeping them there for the day, and then sending them back home at the end of the workday.



GREENSTREET ST. LOUIS



PROSPECT YARDS

Placemaking efforts can draw on the area's history and tie past to the present

Today, however, when given the option of working at home or going to an office campus, most employees are choosing to stay home. It will be important going forward to re-envision these office campuses in a way that embraces placemaking and branding practices, creating an environment that is enticing, unique, and attractive.

Pursue placemaking opportunities. The Windward Tech District will benefit from a new sense of place. Incorporating technology, EV infrastructure, micro-mobility, and E-mobility for technology workers and trail users within the district can position the area as a connected–and tech-connected–hub. Other features, such as leveraging and incorporating art and music and hyper-local retail, can create a destination at the site and one that office workers, surrounding neighbors, and even visitors from around the region will enjoy. Other features, particularly family-oriented features like a splash pad, interactive sculptures, playground, and space for recreational play/ball can make the area a draw for families, particularly those in surrounding neighborhoods, during the day as well as on the weekends. This will create a desirable amenity for the office users as well as the city more broadly.

Update the branding for the district. Working closely with the placemaking efforts, a new district branding strategy is recommended. Using streetscape improvements and branded signage, the district can become recognizable as a unique place for a blend of activities and one that draws people in from Windward Parkway and the surrounding area. While the daytime office environment may be the draw for some, the natural environment, the trail connections, and even the international flavor of Alpharetta's population (25 percent are foreign-born) can be teased out and celebrated in a branding strategy that connects people to the trail, local businesses, and even international flavors. Windward Tech District could be Avalon's Funky Cousin, providing hyper-local retail that highlights the global flavors of Alpharetta's foreign-born population.

Provide Incentives

The City of Alpharetta has a long history of creative and successful public private partnerships (P3) that can and should be further leveraged at the study site. That P3 history, combined with an astute public-sector leadership team fully aware of the need to reposition these office campuses, positions the city well for action today that can begin to meet and even influence the market. That said, additional financial resources and public incentives will likely be necessary to support the moves recommended by the panel.

Alpharetta Development Authority. The Alpharetta Development Authority can be a powerful partner in the redevelopment considerations across the site. Tax abatement is often a foundational incentive that

can move projects off paper and into action. Another incentive could include public investments in the public realm across the site. Sharing costs or even taking on the cost of public space amenities can support the site's landlords in their improvement and signal the city's interest in seeing additional privately-funded improvements made.

Explore potential tax credit options. The city has demonstrated its willingness to lean into supportive programs, as demonstrated by its match of the Quality Jobs Tax Credits for its residents. Similarly, there are other market and tax credit programs that could catalyze further private investment with the financial support of the public sector tax credits. It is important to note that many of these programs are time sensitive, cyclical, and will be based on current market conditions. The city should explore all of the tax credit options that may be available and map each out in a manner that is clear and accessible to interested developers.

Consider all potential infrastructure investments. The public sector has an important and influential role to play in development and redevelopment projects through infrastructure improvements and/or other contributions. From stormwater management improvements, to trail installations and connections, to green space improvements and structured parking, these public space improvements may be the tipping point for a developer, helping to fill a critical financing gap and help the project finally pencil.

ULI Atlanta mTAP Report
Adaptive Reuse of Class B/C Offices to Net Zero

A team involved in ULI Atlanta's Center for Leadership (CFL) class of 2023 studied the redevelopment potential associated with the City of Alpharetta's class B and C office properties. Using its creative and hyper-focused mTAP process, the CFL participants studied the Brookside Parkway corridor at the request of the city and delivered a set of recommendations it can consider in working with the development industry to reposition these suburban-style office buildings into assets that better align with the city's net zero real estate goals.

The prompt for the CFL team was to develop a strategy for the Brookside Parkway property to increase occupancy beyond the 10-year average and begin to detail how this strategy could be implemented in a way that places sustainability at the center of the work.

[The full report may be found on the ULI Atlanta website here](#).





IMPLEMENTATION AND PHASING

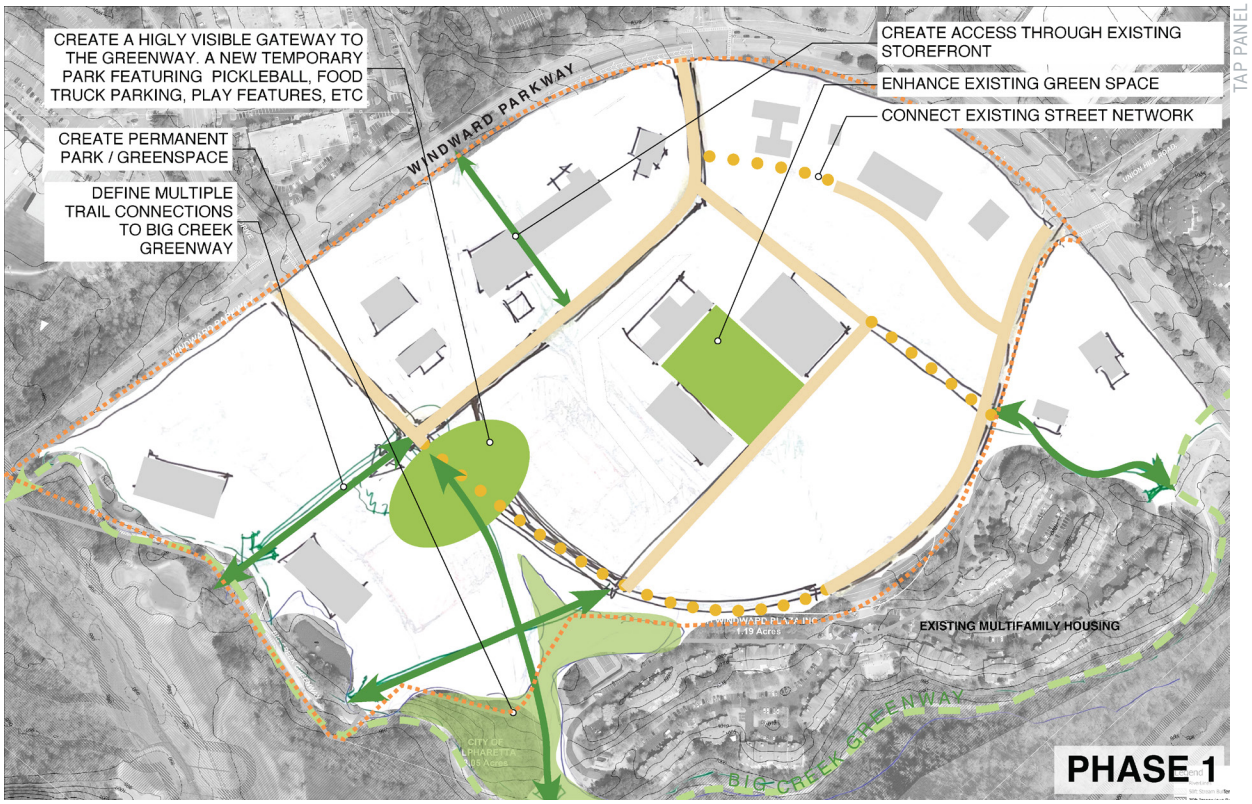
As the city considers the recommendations set forth by the panel, the following guidance can help city leadership begin to phase the actions recommended. The city cannot address all of the panel's recommendations today. Indeed, careful planning today and community engagement throughout the coming months and years can help ensure that progress is made at a pace that makes sense to property owners, brings the community along in the progress, and helps ensure lasting successful change.

Near-term (12–18 months)

Within the next 12 to 18 months, the city is encouraged to pursue the following steps.

Create a corridor plan. A corridor plan for this study site can serve as a template for other under-utilized commercial corridors in the city. A plan for the district should include GA 400 and the surrounding residential neighborhoods. The corridor plan should also address stormwater management along the roadway and deep into the study site. The city is also encouraged to explore a parking plan in the process as a district framework for parking can lead to more efficient use of existing spaces and perhaps identify potential

Phase One



The existing site is marked by large office buildings (noted in grey above) surrounded by large surface parking lots. The Big Creek Greenway borders the southern edge of the site and Market Place terminates midway through the site. Initial improvements should include an extension of Market Place to the west and north, reconnecting at Windward Parkway with a signalized intersection. Trail connectors should be incorporated throughout the site and a new trailhead and tactical urbanism elements could draw in and welcome visitors.

areas of consolidation. The corridor plan may help the city facilitate a bond issuance for infrastructure improvements, including roads, trails, public amenities, and parking. Finally, the formulation of the corridor plan can lead to the creation of an overlay district and revised zoning for the area.

Coordinate with Livable Centers Initiative process. The work underway with Alpharetta's LCI will influence and inform the planning work in the district and care should be taken to coordinate efforts and ensure communication channels are open and flowing in both directions.

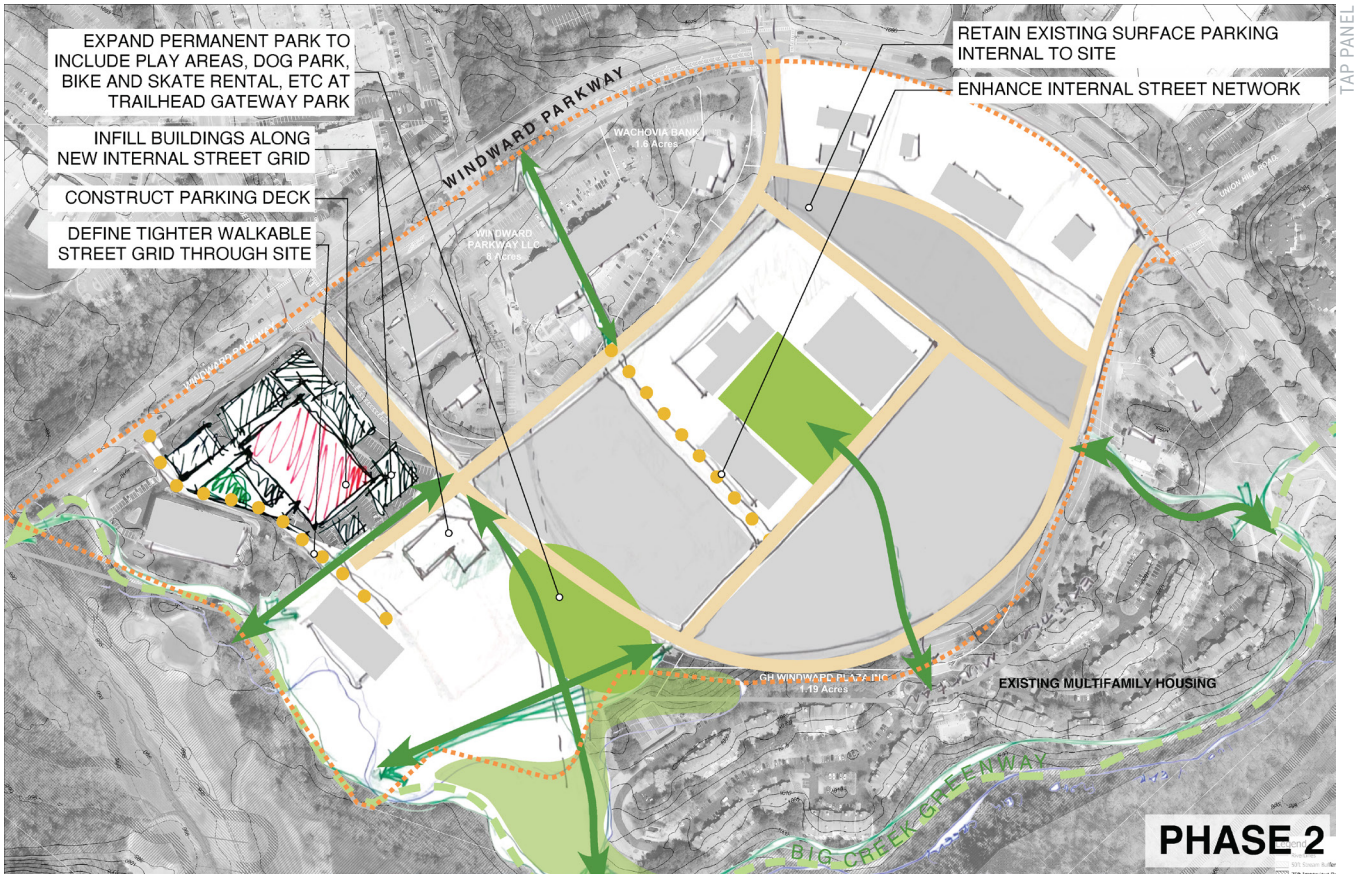
Engage property owners. Much of the land in the district is privately owned. The city should take early steps to engage with the property owners and invite them to participate, come alongside, or even lead part of the process where there is interest and capacity.

Activate the area. Small-scale, tactical urbanism elements installed on a temporary basis can help test the market for potential permanent retail and entertainment uses. Ideas that have proven popular and effective include food trucks, pickleball courts, community gardens, musical performances, and arts installations.

Develop district branding. The district is in need of a brand and a vision. The city can lead the work in identifying a branding concept that can work across the district and then lead the way in rolling out that brand in signage and wayfinding elements.

Identify programming resources. Staff and financial resources will be needed to organize and manage the activations and programming elements recommended by the panel. The city will need to identify where and how these resources will be secured and deployed.

Phase Two



Phase Two improvements could include enhanced park features, new infill buildings along new street grid, and potentially a new parking deck to begin the process of moving surface parking to more space-efficient structured options.

Mid-term (18–24 months)

The following actions should be taken within the next two years. Real estate is cyclical and while the market may be a little slow today, the city will need to be ready to move when the market is ready. These steps will assist in that preparation.

Gain property owner buy-in. Property owner participation, both office and retail owners, is key to the implementation of most of the recommendations delivered by the panel. Engaging the owners early, with the goal of securing their cooperation and support, will be critical to the future success of the district.

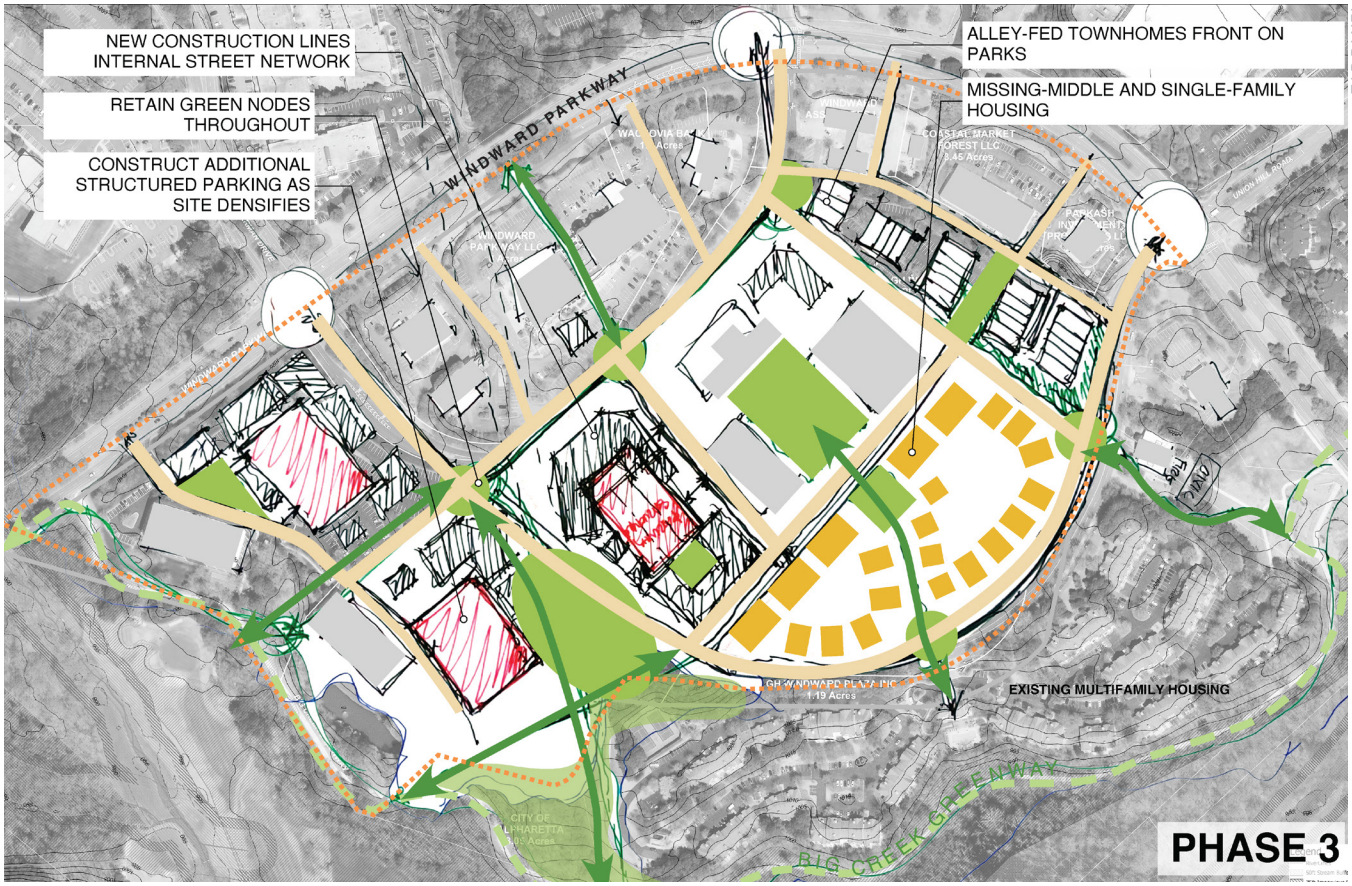
Enact an overlay district. With the framework plan in place, the city can pursue and pass the legislation needed to create and enforce an overlay district. This overlay will help make the city's expectations clear and help developers understand the type of uses and future development sought for the district.

Negotiate easements. Additional easements will be necessary to clear a path for the additional trail connections and extensions contemplated for the site. Once the easements are secure, the city should proceed with construction and installation of the trail extensions and greenway improvements.

Additional steps. While perhaps a slightly lesser priority than the actions above, there are additional steps the city is encouraged to take in this mid-term period.

- **Create and install signage and branding.** The city is encouraged to implement a public signage and wayfinding effort that leverages unique branding for the district.

Phase Three



Additional development across the site can provide needed housing options, including townhomes, missing-middle, and single-family housing. Additional structured parking may also be added as the site uses densify and former surface lots are develop into more productive uses.

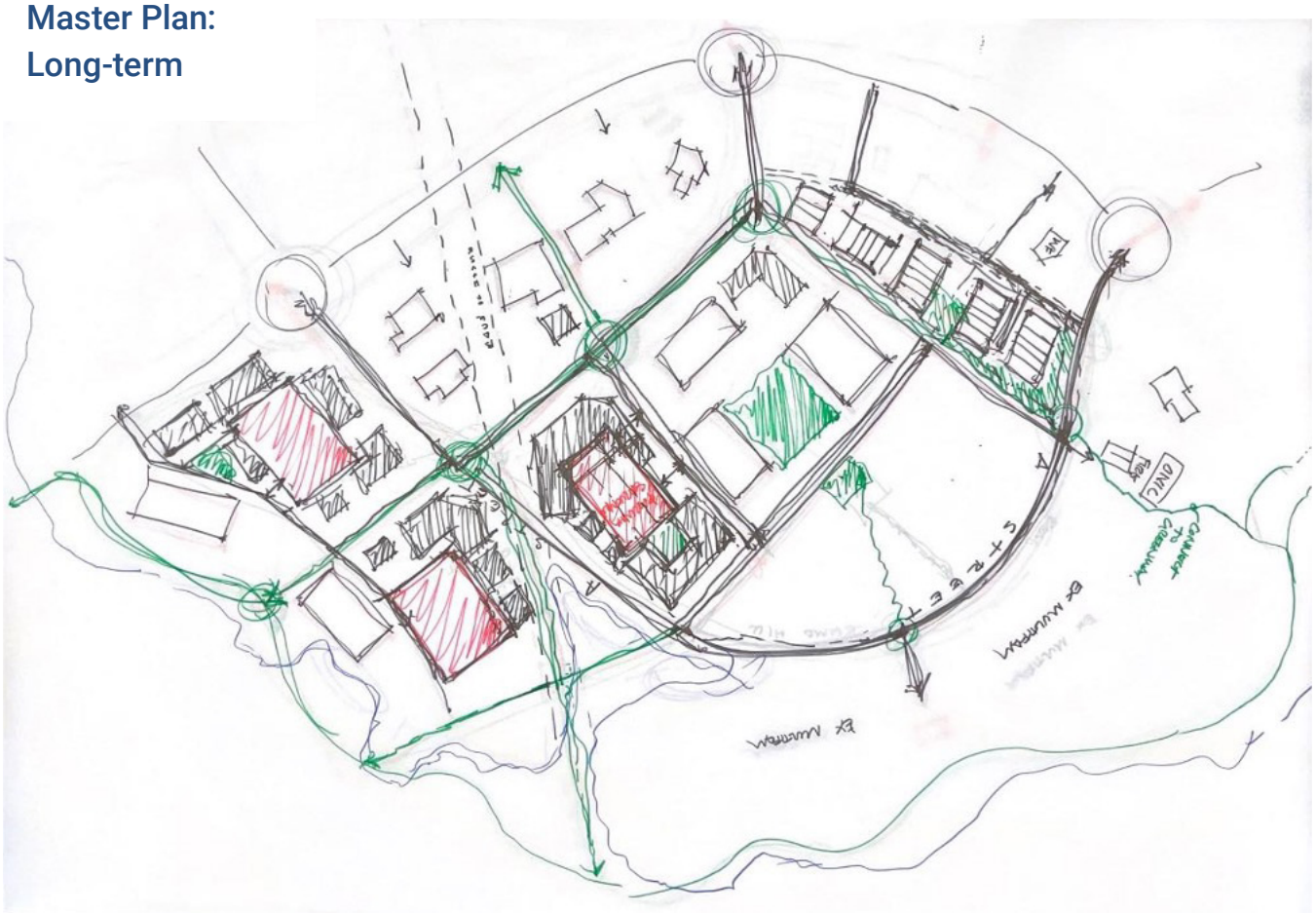
- **Begin a public art program.** The influence of an arts program can be strong enough that concentrated efforts to launch an art program for the district is recommended. The curation and installation of arts displays can take time and is well-suited to come alongside these other mid-term actions.
- **Establish district programming and events.** Much like the art program, other events and district programming can help activate the area, draw visitors to the district, and begin to shape a new narrative for this sleepy corporate campus. Taking the time to establish a district program in the early years can serve both current and future district tenants and visitors well.

Long-term (24 months–5 years)

With the overlay district in place, the table is set for private development, and the city can turn its attention to the slightly longer-term actions that will facilitate the type of mixed-use development proposed by the panel.

Facilitate ownership discussions. With five primary property owners represented within the district, the city will need to facilitate discussions with property owners and potential residential developers on the topic of densification across the site. This densification can potentially lead to competitive office lease rates for property owners.

Master Plan: Long-term



TAP PANEL

As connectivity across the district improves, additional development is attracted to the site and density increases. Additional housing opportunities and even new office buildings, as the market dictates, will further densify the site, supporting the retail businesses and adding vibrancy to the district. Trail connections are clear and the trailhead welcomes users.

Pursue a consolidated parking strategy. In pursuit of a more efficient and consolidated parking strategy, the city is encouraged to develop an approach whereby a developer with ownership interest in the site donates land to the city for the construction of a new parking structure. This land swap, which may involve negotiating lower and long-term future parking arrangements for the property owners, can still support current office tenants while opening up land for additional development.

Accelerate infrastructure improvements. While there are roads in place (Market Place) that can be extended to better serve new development at the site, there will likely be a need for additional roads and infrastructure to better serve any new development and a greenway trailhead. The city should pursue an arrangement wherein the city designs and builds the new infrastructure for the development and, in return, one of the site developers delivers a new park and trailhead for the district.

Address trail and pedestrian improvements. The pedestrian experience around and through the site will need additional attention. As the city considers the infrastructure investments associated with the site, it should also factor in pedestrian improvements, *i.e.*, sidewalk widening, along Windward Plaza. A trail extension and connector to trails to the north of the site should also be factored into the trail infrastructure plan and improvements.

Support quality retail improvements. The retail development at the site today is run by a top-notch retail developer. As improvements at the site progress, the quality of any new retail should meet or exceed that of current offerings. Quality retail options will create an additional draw to the site and all of the amenities within.

NEXT STEPS

The Windward Tech District, developed as the premiere office address of the 1990's remains in very good shape today. The site has generally withstood the test of time and, with certain key improvements, will be well-positioned to meet the needs of Alpharetta's business and residential markets into the future.

Today, city leaders are taking positive and proactive steps to re-envision the district. By firmly establishing the boundaries of the Windward Tech District, property owners can begin to see where and how their buildings will fit into this new vision for the district.

> *"The bones are good.*
> **–TAP Panelist**

Working with the property owners, establishing a clear, welcoming, and open line of communication, will be a critical first step. As the city does not own the land or buildings under consideration, it will need to enter into a balanced relationship with the existing owners and any new developers attracted to the new opportunities that may evolve on the site.

The city will need to consider its appetite for offering incentives and investing in the additional site infrastructure posed by the panel. These investments however will be a clear signal to the existing owners and new developers that the city is interested in being an active and capable partner in repositioning the district. Having a sense of urgency and confidence in the process will also be important to help ensure that vacancies do not continue to rise and that the site is ready to meet market demands.

Initial investments by the city could include the creation of a public infrastructure and public space framework plan. This plan will establish the basis upon which future development can build, leveraging the city's efforts to accelerate private development. With a focus on connectivity, these improvements can facilitate movement throughout the site, connect trail users to the greenway and beyond, and provide enhanced connections with the surrounding streets and neighborhoods, inviting neighbors and visitors into and through the site.

Funding for work across the district will require careful study. The city can take the lead by establishing a funding mechanism and funding methodology for public infrastructure improvements that can help catalyze private investment and development

The city should remain flexible and build flexibility into the overlay district and zoning for the area, allowing for evolving market conditions. While the panel has identified a need for additional essential housing for Alpharetta, the potential for new incubator space and the vibrancy associated with the trail proximity, the market will dictate exactly where and how new uses come to the site. The city can and should create the guiding framework but then allow the market and individual developers to make the final use a reality.

Alpharetta has a reputation in the region for innovative thinking and a willingness to try new approaches. Building on this reputation, city leadership is encouraged to work with the development community to identify private developers who have a shared vision for what the Windward Tech District can become and then begin to envision the application of these principles across the city's underutilized commercial corridors. Working together, the city, the current owners, and new developers can begin to shape the next chapter for this important real estate asset.

ABOUT THE PANEL





Jay Silverman

Panel Chair

Dwell Design Studio

Jay has over 25 years of experience working on a wide variety of project types including housing and mixed-use, retail, government, office, interiors, and single-family residential design across the country. He has a reputation for the design of high-rise mixed-use towers and multi-building residential projects, as well as complex urban infill mixed-use developments, including new construction and the rehabilitation and adaptive use of older buildings. He takes pride in directing all phases of a project from master planning and schematic design through construction and completion, creating great places, as well as finding creative solutions to complex design challenges associated with mixed-use and urban-infill development. Jay has a strong legacy of service to the community and the architectural profession. He is a former president of the Atlanta Chapter of the American Institute of Architects, a recipient of the prestigious Ivan Allen Award for service to the profession, and currently serves as treasurer of the Architecture Foundation of Georgia. He is also active in the Urban Land Institute and, as a 2009 graduate of the ULI Center for Regional Leadership, has served two terms as chair of the ULI Technical Assistance Program Committee and as a member of the ULI Atlanta District Advisory Council. He also serves on the Advisory Council for the Sandy Springs Conservancy. Jay holds licenses to practice architecture in Tennessee, Alabama, and Georgia. He lives in Dunwoody with his wife and two sons. In his spare time, he enjoys running and coaching his sons' sports teams.



Joel Dixon

Urban Oasis Development

Joel Dixon is Principal of Urban Oasis Development. Urban Oasis is a real estate development company focused on residential and commercial projects intown Atlanta. He oversees Business Development & Community Development along with Investor Relations.

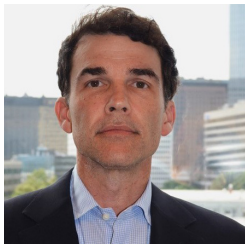
Joel has been involved in both market rate and affordable housing development with strong community-based support. He has been instrumental in helping facilitate growth of Urban Oasis and in-house construction partner Sims REG by mobilizing private and public sector resources. Having been raised in westside Atlanta public housing (former John Hope/University Homes), he understands the city and is well-connected with Atlanta's business and grassroots community leadership.

In addition to Urban Oasis Development's projects, Mr. Dixon has provided real estate and community advisory services to a variety of 3rd-party commercial/residential acquisition projects totaling over $900MM.

Prior to launching Urban Oasis, Mr. Dixon had over 15 years of sales and business development experience in high technology and real estate with deep ties to the burgeoning Technology Venture community in Atlanta.

Joel is a graduate of the Urban Land Institute's prestigious Center for Leadership (CFL) and has been an active ULI member serving as a 2018 CFL Day Chair and member of ULI Atlanta's Creative Development Product Council. He is a graduate of Invest Atlanta's Community Builders 1.0 Program and he serves as faculty member for Incremental Development Alliance, a not-for-profit alliance of practitioners who train small developers, helping citizens strengthen their own neighborhoods and helping city champions get the development their community wants.

Joel has a B.S. in Symbolic Systems from Stanford University and Certificate of Mandarin Chinese from Beijing Language and Culture University.



Chris Hall

Haddow & Company

Chris Hall has 20 years of experience as a real estate consultant. He has worked on a wide variety of real estate assignments including market studies, highest and best use analysis, and revitalization plans. Prior to Haddow & Company, Mr. Hall worked as an urban planner for both an architecture firm and the City of Nashville. Chris received an undergraduate degree from Kenyon College and master's degree in city planning from the University of Texas at Austin. Mr. Hall is a licensed real estate broker in Georgia, a member of The Counselors of Real Estate, and teaches an undergraduate real estate course at Georgia State University. He is also actively involved with the Urban Land Institute as a volunteer for the UrbanPlan program, which exposes high school and college students to the development process.



Faith Hoople

GreenbergFarrow

Faith Hoople is a solutions-oriented business development professional with over a decade of experience in the architecture, engineering and construction industry. Throughout her career in the AEC, Hospitality and Education fields, Faith consistently delivered exceptional results for all stakeholders by forging strategic partnerships, identifying growth opportunities and centering the human experience. She excels at communicating complex ideas in a clear and concise manner to win new business and maintain strong relationships with existing clients.

Faith is a natural leader and collaborator, adept at working cross-functionally with architects, engineers, project managers and other professionals to deliver innovative and integrated solutions. She possesses a keen business acumen, leveraging strategic thinking and analytical skills to evaluate market trends, identify untapped market segments and develop targeted marketing campaigns.

Her experience also includes volunteering with the Urban Land Institute, specifically with the Technical Assistance Panel and Women's Leadership Initiative. Additional industry experience includes volunteer leadership positions with the Society for Professional Services Marketing, American Council of Engineering Companies Inclusion & Diversity Task Force

Steering Committee Member as well as Guest Speaker for the Georgia Tech Graduate Leadership Class for the College of Design & School of Building Construction.

Faith earned a Bachelor of Arts degree from the University of Oklahoma. She enjoys travel, tennis and pickleball with her husband, Michael, and any time spent with her grown children.



Brooke Perez

Georgia Power

Brooke Perez joined Southern Company in 2009 facilitating process and technology transformation for one of the largest technology projects in Southern Company history. She worked to enable adoption and integration of the solutions across each business unity and subsidiary across Southern Company's footprint.

She joined the Community and Economic Development organization in 2016 as Workforce Development Manager and has a deep passion for advocating and supporting our state's education and workforce efforts. She led a team focused on two initiatives: improving education and workforce outcomes for Georgia and preparing a pipeline for the energy industry workforce.

In 2019, she transitioned to the regional community and economic development team where she works with key economic development partners in Dekalb, Gwinnett, Rockdale, and north Fulton counties to support industry and communities as they prepare for growth. In addition to leading these efforts within her communities, she is also responsible for supporting a team of community and economic development managers in Georgia Power's metro Atlanta, West, and Northwest regions.

She is a graduate of The Urban Land Institute Center for Leadership, Leadership Sandy Springs, Georgia Academy of Economic Development, as well as Glance Gwinnett. She held several external leadership positions including UGA's Grady College of Journalism and Mass Communication Alumni Board, Georgia's FIRST Robotics Board, and chair of the state's energy workforce consortia, the Georgia Energy and Industrial Construction Consortia (GEICC). She is currently Chair of the Georgia Leadership Institute for School Improvement, a member of the Georgia Economic Developers Association, a member of The Atlanta Women's Foundation Inspire Class of 2023, and founder and co-leader of Women in Economic Development.



Jennie Lynn Rudder

Starr Whitehouse

Jennie Lynn Rudder is a landscape architect and urban designer focused on resilient urban systems. Her nearly two decades of practice have spanned a broad array of project types and land typologies. Jennie Lynn is an Associate at Starr Whitehouse Landscape Architects and Planners where she enjoys the challenges and energy that come with leading interdisciplinary project teams toward common goals. Her projects are connected by a common thread – a collaborative approach that seeks to unite design, equity, enhanced site performance, and urban form. Jennie Lynn holds a Master of Urban Design from the Georgia Institute of Technology and a Bachelor of Landscape Architecture from the University of Georgia; she is licensed to practice landscape architecture in Georgia and North Carolina. Jennie Lynn was a member of the Urban Land Institute's Center for Leadership ('19), the Atlanta Regional Commission's New Voices Committee ('15) and served on the University of Georgia's College of Environment and Design Alumni Board.



Joe Stryker

Ware Malcomb

Joseph Stryker, AIA is the Regional Director, Atlanta of Ware Malcomb, an award-winning international design firm. In this position, Joe leads the growth and management of the Atlanta Office and oversees all Business Development efforts and operations for the Atlanta office. Joe is a seasoned architect who brings over 25 years of experience in the Atlanta market to his role at Ware Malcomb. His industry knowledge spans project and personnel management, business development and contract administration. Joe specializes in complex, mixed-use buildings, and has successfully delivered projects in the office, hospitality, medical office, public, multifamily and education sectors.

Joe earned a Bachelor of Architecture degree from the University of Cincinnati. He is a Registered Architect in the State of Georgia and is certified by the National Council of Architectural Registration Boards (NCARB). He is also an associate member and alumni of the ULI Center for Leadership, a member of the National Multifamily Housing Council, and a member of the American Institute of Architects (AIA).



Arman Tolentino

Smallwood

Arman Tolentino is an Associate at Smallwood. His passion for quality urban design has translated well to the types of projects he has worked on since joining Smallwood in 2012, particularly the large-scale, mixed use projects in urban cores. In addition to mixed use, Arman has contributed to the design and management of architectural services for Hospitality, Multifamily, Office, Retail, Performing Arts, Convention Center, and Parking projects. Arman excels at coordination of and communication with all team members. He also pays special attention to details and collaborates with the design team to create solutions that not only meet code and accessibility guidelines, but also the clients' budget, schedule and design goals. Arman is passionate about boiling down complex problems into practical, yet aesthetically-pleasing, design solutions that improve the user experience. Arman takes pride in conveying these solutions via easy-to-understand methods of communication, both verbally and through drawings, diagrams, and construction documents. Arman graduated from Georgia Tech with a Master of Architecture and Master of City & Regional Planning in 2011. He is involved with the Atlanta Chapter of the Urban Land Institute (ULI), is a graduate of the ULI Atlanta Center for Leadership, and currently serves on the ULI Atlanta Technical Assistance Panel Committee.



Mark Vollbrecht

Zeller

Mark Vollbrecht joined Zeller in 1996. As Principal, Mark is responsible for the performance of Zeller's Southeastern market portfolio as well as the company's engagement and reputation in the local market. He currently serves as the Atlanta Market Leader and is a member of the Investment Committee. Prior to his current role, Mark was the Market Leader for the Chicago office and was responsible for opening Zeller's Indianapolis office and the Southeast region office in Atlanta. Before joining Zeller, Mark served as Vice President and top producing broker with Miglin-Beitler and as a Property Manager and Leasing Agent for a multi-property office building portfolio in Chicago's CBD. Mark is a graduate of the University of Illinois, Urbana, where he earned a BA in Economics. He is and has been an active member and speaker for industry and community organizations in Atlanta, Indianapolis and Chicago including ULI, BOMA, NAIOP, ICBR, CCIM, BISNOW and the Chicago Architecture Foundation. Mark is also a Board Member of the Atlanta-Fulton Public Library Foundation.



Bob Voyles

Seven Oaks Company

Bob Voyles is a 40 - year veteran of Atlanta real estate. He began his career at Alston & Bird, where he became partner, and then joined Hines, eventually becoming the Senior Development Officer for the Southeast Region. Bob and his teams have developed over 3.5 million square feet of office and mixed-use projects, 2,500 acres of commercial land throughout the Southeast, and acquired 2 million square feet of Class A office projects in Atlanta and other SE cities. Bob's projects have won numerous prestigious industry awards, including ULI "International Building of the Year" award for 1180 Peachtree and NAIOP's national award for Cool Springs mixed-use development in suburban Nashville. Bob founded Seven Oaks in 2004 and, along with his partner Randy Holmes, has grown the company to 30 employees with practice groups in development, acquisition, property management, LEED certification and asset management / advisory services. They actively manage nearly 2M SF of office, and have recently completed several projects in Chamblee including an adaptive reuse conversion of a 1940's warehouse into office. His team is currently developing some of the first new warehouse space inside the Perimeter in the last decade. Bob is a frequent industry and university speaker, having received numerous industry recognitions and awards, including the Atlanta Business Chronicle's "Visionary Leader" award in 2015. Bob's current civic

involvements include the Perimeter Business Alliance, Perimeter Community Improvement District, Cumberland Community Improvement District (CCID), Cobb-Marietta Coliseum and Exhibit Hall Authority, and Urban Land Institute. Bob has a long history of community involvement. He has served on the boards of numerous civic and charitable institutions and, along with his wife Belle, have spent several years traveling to and from Africa working with various mission organizations as well as sponsoring both pastors and churches serving within Atlanta's oldest working class neighborhoods. Bob regularly mentors groups of young men and couples through Radical Mentoring. Bob and Belle have four grown children and are members of Church of the Apostles where he has served on the Vestry 3X , as Church Treasurer, Church Warden and most recently Rector's Warden.



ULI Atlanta
1389 Peachtree Street, NE
Atlanta, GA 30309

404.331.1800
atlanta@uli.org

atlanta.uli.org

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: November 27, 2023

AGENDA ITEM:

Financial Management Report (Month Ending September 30, 2023)
Consideration of approval of the Financial Management Report for the month ending September 30, 2023.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending September 30, 2023 (period 3 of Fiscal Year 2024).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

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

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

ALTERNATIVES:

Do not approve the financial management report for the month ending September 30, 2023 as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1. FY 2024 Financial Management Report (3-September)

City of Alpharetta, GA

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports

for the month ending

September 30, 2023

(period 3 of 12 – unaudited)

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

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

Financial Management Reports
Fiscal Year 2024

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

CITY OF ALPHARETTA

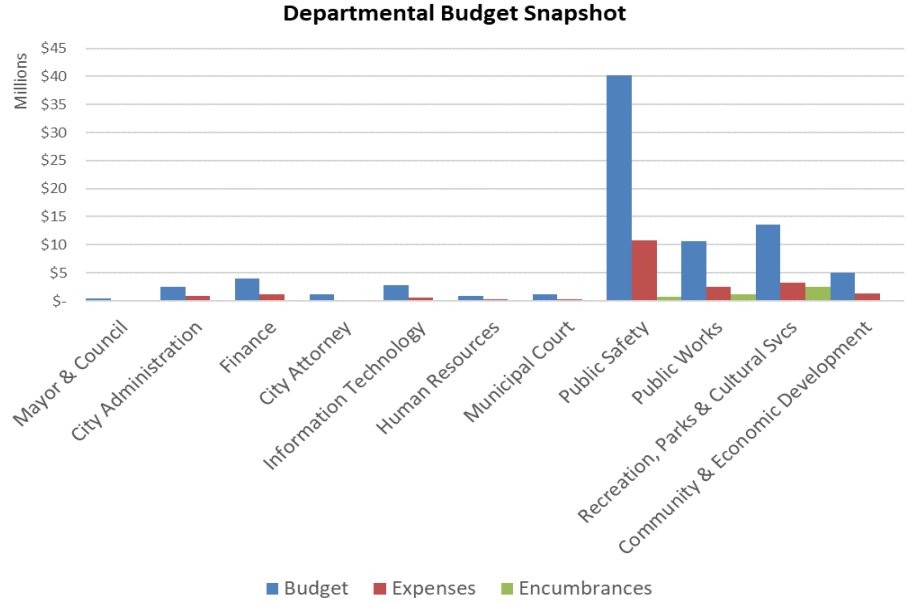
Financial Management Reports
Performance Dashboard
For the month ended September 30, 2023

The figures represented herein will change in accordance with accounting entries made during the closing process for Fiscal Year 2023.

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (current year)	↔	$0
Property Taxes (delinquent/MV Title Fees)	↔	$0
Local Option Sales Tax	↔	$0
Franchise Tax	↔	$0
Insurance Premium Tax	↑	$287,570
Building Permit Fees	↔	$0
Business and Occupational Tax	↔	$0
Court/Traffic Fines	↔	$0
Recreation/Special Event Fees	↔	$28,500
Hotel/Motel Tax (City portion)	↔	$0
Other Revenues	↔	$32,175
Minimum Surplus Goal Needed to Fund Capital: ***($15M Annual Capital Need less $5.8M allocated in the budget)***		**$9.2M**
Less: Forecasted Revenue Gain		**($348K)***
Less: Forecasted Expenditure Savings		**($3.3M)***
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($5.6M)***



* Forecasted gains/savings will be updated once more trend data becomes available.

FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↔	↔	$740,223
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	$161,077
Confiscated Assets Fund (State)	↔	↔	$0
Emergency 911 Fund (1)	↔	↔	$829,140
Impact Fee Fund	↔	↔	$175,696
Hotel/Motel Fund (1)	↔	↔	$1,339,388
Debt Service Fund	↔	↔	$1,324,991
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	$4,534
Risk Management Fund	↔	↔	$1,759,417
Medical Insurance Fund	↔	↔	$75,608

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	$55,326
Capital Grant Fund (3)	($24,859)
Capital Project Funds	
Capital Project Fund (3)	$3,496,010
Stormwater Capital Fund	$165,636
Series 2022 Bond Fund (Parks)	$1,151,624
TSPLOST I Capital Fund	$1,872,721
TSPLOST II Capital Fund	$0
American Rescue Plan Act Capital Fund	$39
Blended Component Unit	
Development Authority Fund	$257,462

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund
$22.6M (25%) est.

Emergency 911 Fund
$1.4M (25%) est.

Sanitation Fund
$11K (<1%) est.

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

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

(2) Solid Waste Fund operational trends require further review and may necessitate an adjustment in rates or reallocation of expenses to other operating Funds of the City (i.e. General Fund).

(3) Does not include amounts, if any, currently set aside for matches on active grant applications. Funding to cover the Capital Grant Fund deficit will be requested as part of the mid-year budget process.

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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR

DATE: NOVEMBER 27, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF SEPTEMBER 30, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending September 30, 2023.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2023 (FY 2023). The figures represented herein will change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2024 revenues are budgeted at $90 million (net of Carryforward Fund Balance totaling $11 million). As of September 30, 2023, actual revenue collections total 9% or $8 million. Early trends (property digest valuations and collection trends) indicate a minor gain over budget and will be updated in future months as more trend data becomes available.

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

The October 1st billing for General Fund property taxes totals roughly $31.4 million. Property taxes for public utilities will occur in Spring 2024 and is estimated at an additional $445,000. Historically, the City collects between 98% and 99% of billed property taxes within the fiscal year. The current budget for property taxes, including the $1.8 million in additional property tax revenue that was part of a budget amendment approved in August, totals $30.6 million and represents 96% of the initial billing. Further adjustments for property tax estimates will be held pending data on appeals and adjustments.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of September 30, 2023, city departments (not including General Government[1]) have encumbered and expensed 32%, or $26 million, of their FY 2024 budget appropriations. Early forecasts indicate a surplus of $3.3 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 31 vacancies within General Fund departments as of October 2023).

Contingency: The General Fund contingency balance totals $740,223.

Other Funds

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

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total $155,481. Remaining appropriations are set aside for a non-allocated reserve ($55,326).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations (net) total $1.3 million.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total $13.9 million. Remaining appropriations are set aside for a non-allocated reserve ($3.5 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total $6.6 million. Remaining appropriations are set aside for a non-allocated reserve ($165,636).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total $192,629.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total $24.1 million. Remaining appropriations are set aside for a non-allocated reserve ($1.2 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total $25.8 million. Remaining appropriations are set aside for a non-allocated reserve ($1.9 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals $52 million and represents Tier-1 project funding. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Unspent/unencumbered project appropriations total $27.7 million.

Hotel/Motel Fund: FY 2024 revenues are budgeted at $9.6 million (net of carryforward fund balance totaling $962,046) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or $4.2 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; $1.4 million for debt service on the Series 2016 Convention Center

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

Bonds; $15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or $3.6 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals $1.3 million. This reserve figure dipped below the $1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Other Items

Council Member Stipend Activity Listing: The FY 2024 budget includes appropriations of $9,200 for the Mayor and $8,000 for each City Council Post and the available balances as of September 30, 2023 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	$ 9,200	$ 3,766	$ 5,434
Post #1: Donald Mitchell	$ 8,000	$ 117	$ 7,883
Post #2: Brian Will	$ 8,000	$ 0	$ 8,000
Post #3: Doug DeRito	$ 8,000	$ 0	$ 8,000
Post #4: John Hipes	$ 8,000	$ 136	$ 7,864
Post #5: Jason Binder	$ 8,000	$ 22	$ 7,978
Post #6: Dan Merkel	$ 8,000	$ 299	$ 7,701

Development Authority[2] (Component Reporting Unit)

As of September 30, 2023, the Development Authority has $257,462 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

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



GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of September 30, 2023

	Current Fiscal Year					Prior Fiscal Year		
	2024 Budget	2024 YTD	% Collected	2024 Estimated	Variance	2023 Actual	2023 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 30,645,000	$ (15,340)	-0.1%	$ 30,645,000	$ -	$ 27,550,384	$ (82,120)	-0.3%
Delinquent	197,000	26,066	13.2%	197,000	-	723,017	(18,537)	-2.6%
Motor Vehicle Tax	60,000	9,725	16.2%	60,000	-	76,680	14,530	18.9%
Motor Vehicle Title Fee	3,500,000	639,223	18.3%	3,500,000	-	3,464,923	572,540	16.5%
Local Option Sales Tax	22,100,000	3,647,112	16.5%	22,100,000	-	21,516,647	3,504,637	16.3%
Franchise Tax	6,825,000	149,216	2.2%	6,825,000	-	6,843,642	150,600	2.2%
Insurance Premium Tax	5,550,000	-	0.0%	5,837,570	287,570	5,418,627	-	0.0%
Alcohol Beverage Excise Tax	3,150,000	559,830	17.8%	3,150,000	-	2,922,779	464,842	15.9%
Building Permit Fees	2,000,000	423,394	21.2%	2,000,000	-	2,335,606	929,620	39.8%
Business and Occupational Tax	1,150,000	27,894	2.4%	1,150,000	-	1,153,003	27,096	2.4%
Court/Traffic Fines	3,140,250	481,039	15.3%	3,140,250	-	3,287,775	708,212	21.5%
Recreation/Special Event Fees	3,122,050	778,817	24.9%	3,150,550	28,500	2,805,000	675,963	24.1%
Hotel/Motel Tax (City portion)	3,581,250	360,056	10.1%	3,581,250	-	3,480,902	637,574	18.3%
subtotal	$ 85,020,550	$ 7,087,033	8.3%	$ 85,336,620	$ 316,070	$ 81,578,985	$ 7,584,957	9.3%
Other Revenues	5,257,309	754,246	14.3%	5,289,484	32,175	6,045,863	1,203,474	19.9%
Total Revenues	$ 90,277,859	$ 7,841,279	8.7%	$ 90,626,104	$ 348,245	$ 87,624,848	$ 8,788,431	10.0%
Carryforward Fund Balance	10,547,818							



GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Department
As of September 30, 2023

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 399,354	$ 4,738	$ 95,508	$ 299,108	25.1%	23.9%	$ 325,804	$ 94,859	29.1%
City Administration	2,569,366	13,985	867,318	1,688,064	34.3%	33.8%	1,431,114	420,853	29.4%
Finance	3,970,688	99,770	1,158,423	2,712,495	31.7%	29.2%	3,644,561	1,167,654	32.0%
City Attorney	1,200,000	11,050	122,797	1,066,153	11.2%	10.2%	789,935	243,909	30.9%
Information Technology	2,766,496	32,178	636,961	2,097,357	24.2%	23.0%	2,078,939	602,815	29.0%
Human Resources	929,316	8,115	221,489	699,712	24.7%	23.8%	765,239	192,502	25.2%
Municipal Court	1,222,688	46,360	298,852	877,476	28.2%	24.4%	1,114,535	267,491	24.0%
Public Safety	40,195,439	773,221	10,778,474	28,643,744	28.7%	26.8%	35,338,050	9,502,701	26.9%
Public Works	10,690,132	1,177,882	2,562,412	6,949,838	35.0%	24.0%	9,455,806	2,297,083	24.3%
Recreation, Parks & Cultural Svcs	13,563,734	2,562,233	3,234,885	7,766,617	42.7%	23.8%	11,925,670	2,952,272	24.8%
Community & Economic Development	5,010,278	71,382	1,346,511	3,592,385	28.3%	26.9%	4,305,559	1,262,005	29.3%
subtotal	$ 82,517,491	$ 4,800,913	$ 21,323,629	$ 56,392,949	31.7%	25.8%	$ 71,175,213	$ 19,004,145	26.7%
General Government:									
Insurance Premiums (Risk)	$ 928,885	$ -	$ 232,221	$ 696,664	25.0%	25.0%	$ 823,300	$ 205,825	25.0%
Gwinnett Tech Bond P&I	287,490	-	-	287,490	0.0%	0.0%	288,640	-	0.0%
Transfer(s) to other Funds	16,342,818	-	5,431,955	10,910,863	33.2%	33.2%	15,639,800	3,909,950	25.0%
Contingency	748,993	-	8,770	740,223	1.2%	1.2%	19,916	2,108	10.6%
subtotal	$ 18,308,186	$ -	$ 5,672,945	$ 12,635,241	31.0%	31.0%	$ 16,771,656	$ 4,117,883	24.6%
Total Expenditures	$ 100,825,677	$ 4,800,913	$ 26,996,575	$ 69,028,190	31.5%	26.8%	$ 87,946,869	$ 23,122,028	26.3%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of September 30, 2023

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 36,061,724	$ -	$ 7,351,531	$ 28,710,193	20.4%	20.4%	$ 31,693,013	$ 6,867,811	21.7%
Overtime	2,655,000	-	821,484	1,833,516	30.9%	30.9%	3,026,757	600,143	19.8%
Group Insurance	9,940,392	-	2,477,098	7,463,294	24.9%	24.9%	8,408,412	2,456,379	29.2%
FICA and Social Security	2,961,110	-	592,399	2,368,711	20.0%	20.0%	2,542,057	542,114	21.3%
Defined Benefit Pension	3,187,015	-	3,187,015	-	100.0%	100.0%	2,869,712	2,869,712	100.0%
401(A) Retirement/Match	3,531,072	-	784,094	2,746,978	22.2%	22.2%	2,844,106	658,322	23.1%
(2) Other	1,809,061	-	1,094,888	714,173	60.5%	60.5%	1,552,936	875,590	56.4%
subtotal	$ 60,145,374	$ -	$ 16,308,508	$ 43,836,866	27.1%	27.1%	$ 52,936,993	$ 14,870,071	28.1%
Maintenance & Operations:									
Professional Services	$ 3,887,402	$ 1,185,329	$ 994,682	$ 1,707,391	56.1%	25.6%	$ 2,793,189	$ 700,953	25.1%
Legal Services	1,200,000	11,050	122,797	1,066,153	11.2%	10.2%	789,935	243,909	30.9%
Vehicle Fuel/Maintenance	1,217,000	5,495	312,488	899,017	26.1%	25.7%	1,342,211	269,125	20.1%
Maintenance Contracts	3,423,981	2,259,579	523,542	640,861	81.3%	15.3%	3,497,210	535,714	15.3%
IT Professional Services	3,672,524	770,564	1,370,131	1,531,829	58.3%	37.3%	2,272,146	1,067,726	47.0%
General Supplies	1,150,405	127,614	229,720	793,071	31.1%	20.0%	982,100	195,144	19.9%
Utilities	3,022,975	-	573,228	2,449,747	19.0%	19.0%	2,844,084	512,619	18.0%
Insurance Premiums (Risk)	928,885	-	232,221	696,664	25.0%	25.0%	823,300	205,825	25.0%
Other	3,591,269	438,631	736,620	2,416,018	32.7%	20.5%	3,037,380	608,885	20.0%
subtotal	$ 22,094,441	$ 4,798,261	$ 5,095,429	$ 12,200,751	44.8%	23.1%	$ 18,381,556	$ 4,339,899	23.6%
Capital/Leases/Other:									
Fire Vehicle/Equip. Leases	$ 779,067	$ -	$ -	$ 779,067	0.0%	0.0%	$ 659,852	$ -	0.0%
City Hall HVAC	131,007	2,651	128,355	0	100.0%	98.0%	-	-	-
Equipment/Capital	288,987	-	23,558	265,429	8.2%	8.2%	6,188	-	0.0%
Other	7,500	-	-	7,500	0.0%	0.0%	13,924	-	0.0%
subtotal	$ 1,206,561	$ 2,651	$ 151,914	$ 1,051,996	12.8%	12.6%	$ 679,964	$ -	0.0%
General Government:									
Gwinnett Tech Bond P&I	$ 287,490	$ -	$ -	$ 287,490	0.0%	0.0%	$ 288,640	$ -	0.0%
Transfer(s) to other Funds	16,342,818	-	5,431,955	10,910,863	33.2%	33.2%	15,639,800	3,909,950	25.0%
Contingency	748,993	-	8,770	740,223	1.2%	1.2%	19,916	2,108	10.6%
subtotal	$ 17,379,301	$ -	$ 5,440,724	$ 11,938,577	31.3%	31.3%	$ 15,948,356	$ 3,912,058	24.5%
Total Expenditures	$ 100,825,677	$ 4,800,913	$ 26,996,575	$ 69,028,190	31.5%	26.8%	$ 87,946,869	$ 23,122,028	26.3%

Notes:

(1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.

(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.

GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of September 30, 2023

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues										
City Administration										
22013230-371000	C2100	MURAL ART PROJECT	15,915	15,915	$ -	$ -	$ -	$ -		$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***		***$ -***
Public Safety										
22031150-331110	C2115	2021 BULLETPROOF VEST (DOJ)	11,624	2,943	$ -	$ 8,681	$ 8,681	$ -		$ 8,681
22031150-331110	C2243	2022 BULLETPROOF VEST (DOJ)	27,408	-	-	27,408	27,408	-		27,408
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
23031150-331110	C2311	2022 JUSTICE ASSISTANCE GRANT	10,135	-	-	10,135	10,135	-		10,135
		subtotal			***$ -***	***$ 46,224***	***$ 46,224***	***$ -***		***$ 46,224***
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	234,000	152,000	$ -	$ 82,000	$ 82,000	$ 7,000		$ 75,000
22061150-371000	C2212	PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336001	C2234	ARTS CENTER (CERAMICS)	3,062	3,062	-	-	-	-		-
22061150-347509	C2239	NORTH PARK SOFTBALL TOURNEY	10,092	2,397	-	7,695	7,695	7,695		-
22061150-336000	C2247	2022 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2306	FULTON COUNTY ARTS & CULTURE	15,000	15,000	-	-	-	-		-
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	2,987	2,987	-	-	-	375		(375)
22061150-336000	C2418	2023 CAMP HAPPY HEARTS	-	-	-	-	-	6,000		(6,000)
		subtotal			***$ -***	***$ 89,695***	***$ 89,695***	***$ 21,070***		***$ 68,625***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 348		$ (348)
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	55		(55)
22090200-395000		CARRYFORWARD FUND BALANCE			-	93,136	93,136	-		93,136
		subtotal			***$ -***	***$ 93,136***	***$ 93,136***	***$ 402***		***$ 92,734***
		Total			**$ -**	**$ 229,055**	**$ 229,055**	**$ 21,472**		**$ 207,583**

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of September 30, 2023

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	$ -	$ 14,415	$ 14,415	$ -	$ -	$ 14,415
		subtotal			***$ -***	***$ 14,415***	***$ 14,415***	***$ -***	***$ -***	***$ 14,415***
Public Safety										
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,247	23,247	$ -	$ -	$ -	$ -	$ -	$ -
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)			-	43,985	43,985	1,089	-	42,896
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	708	-	16,292	16,292	9,852	55	6,385
223031150-531600	C2311	2022 JUSTICE ASSISTANCE GRANT			-	3,306	3,306	-	-	3,306
		subtotal			***$ -***	***$ 63,583***	***$ 63,583***	***$ 10,941***	***$ 55***	***$ 52,587***
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	182,000	100,000	$ -	$ 82,000	$ 82,000	$ -	$ -	$ 82,000
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2234	ARTS CENTER (CERAMICS)	3,065	2,770	-	295	295	254	-	41
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	10,092	7,595	-	2,497	2,497	2,498	-	(1)
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	4,226	-	774	774	-	-	774
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	10,500	-	4,500	4,500	4,500	-	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	2,987	2,915	-	72	72	-	-	72
		subtotal			***$ -***	***$ 95,731***	***$ 95,731***	***$ 7,251***	***$ -***	***$ 88,480***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 55,326	$ 55,326	$ -	$ -	$ 55,326
		subtotal			***$ -***	***$ 55,326***	***$ 55,326***	***$ -***	***$ -***	***$ 55,326***
		Total			**$ -**	**$ 229,055**	**$ 229,055**	**$ 18,193**	**$ 55**	**$ 210,807**

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

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Public Safety										
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT	45,900	44,100	$ -	$ 1,800	$ 1,800	$ -		$ 1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-		22,500
		subtotal			***$ -***	***$ 24,300***	***$ 24,300***	***$ -***		***$ 24,300***
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	6,555,581	5,879,264	$ -	$ 676,317	$ 676,317	$ -		$ 676,317
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,001	6,097	-	993,904	993,904	147,886		846,018
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT	200,001	191,698	-	8,303	8,303	-		8,303
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
		subtotal			***$ -***	***$ 2,178,524***	***$ 2,178,524***	***$ 147,886***		***$ 2,030,638***
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	75,000	$ -	$ -	$ -			$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***		***$ -***
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,001	1,123,758	$ -	$ 543,243	$ 543,243			$ 543,243
		subtotal			***$ -***	***$ 543,243***	***$ 543,243***	***$ -***		***$ 543,243***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ (806)		$ 806
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(127)		127
34090200-395000		CARRYFORWARD FUND BALANCE			-	(222,348)	(222,348)			(222,348)
		subtotal			***$ -***	***$ (222,348)***	***$ (222,348)***	***$ (933)***		***$ (221,415)***
		Total			**$ -**	**$ 2,523,719**	**$ 2,523,719**	**$ 146,953**		**$ 2,376,766**

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Expenditures										
Public Safety										
34031150-542100	C2244	HOMELAND SECURITY GRANT	45,900	44,100	$ -	$ 1,800	$ 1,800	$ -	$ -	$ 1,800
34031150-542100	C2246	HOMELAND SECURITY GRANT	22,500	22,259	-	241	241	-	-	241
		subtotal			***$ -***	***$ 2,041***	***$ 2,041***	***$ -***	***$ -***	***$ 2,041***
Public Works										
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	6,555,582	5,879,265	$ -	$ 676,317	$ 676,317		$ -	$ 676,317
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	114,826	-	885,174	885,174	116,685	219,314	549,175
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT	200,000	136,238	-	63,762	63,762	11,215	44,244	8,302
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	500,000	-
		subtotal			***$ -***	***$ 2,125,253***	***$ 2,125,253***	***$ 127,900***	***$ 763,559***	***$ 1,233,794***
Recreation, Parks & Cultural Services										
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	$ -	$ 75,000	$ 75,000	$ -	$ -	$ 75,000
		subtotal			***$ -***	***$ 75,000***	***$ 75,000***	***$ -***	***$ -***	***$ 75,000***
Community Development										
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,751	1,737,467	$ -	$ 346,284	$ 346,284	$ 69,613	$ 276,670	$ 1
		subtotal			***$ -***	***$ 346,284***	***$ 346,284***	***$ 69,613***	***$ 276,670***	***$ 1***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ (24,859)	$ (24,859)	$ -	$ -	$ (24,859)
		subtotal			***$ -***	***$ (24,859)***	***$ (24,859)***	***$ -***	***$ -***	***$ (24,859)***
		Total			**$ -**	**$ 2,523,719**	**$ 2,523,719**	**$ 197,512**	**$ 1,040,229**	**$ 1,285,977**

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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
30141100-336000	C1410	RUCKER RD WATERLINE	$ 1,562,604	$ 1,459,845	$ -	$ 102,759	$ 102,759	$ -		$ 102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784	5,544,518	-	602,266	602,266	-		602,266
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	-		430,000
30141100-336000	C2238	DAVIS DR. WATER (COUNTY)	364,489	298,753	-	65,736	65,736	-		65,736
30141100-336000	C2400	CEMETERY RETAINING WALL	2,500	-	-	2,500	2,500	2,500		-
30161150-371000	C1929	COMM AG PROGRAM	82,652	81,348	-	1,304	1,304	2,885		(1,581)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	40,700	38,700	-	2,000	2,000	4,600		(2,600)
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	17,696	7,628	-	10,068	10,068	18,588		(8,520)
30161150-371000	C2413	WBP DUGOUT EXPANSION	18,925	-	-	18,925	18,925	18,925		-
30174150-337000	C0910	TREE REPLACEMENT FUND	-	-	-	-	-	164,320		(164,320)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	37,500		-
30174150-336000	C1538	ARTS CENTER FEASIBILITY STUDY	17,500	-	-	17,500	17,500	17,500		-
		subtotal			***$ -***	***$ 1,624,483***	***$ 1,624,483***	***$ 266,818***		***$ 1,357,665***
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			$ 1,500,000	$ 9,713,644	$ 11,213,644	$ -		$ 11,213,644
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			10,597,818	1,795,000	12,392,818	4,444,455		7,948,364
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	5,941		(5,941)
30190200-361000		INTEREST EARNINGS			150,000	-	150,000	37,663		112,337
		subtotal			***$ 12,247,818***	***$ 11,508,644***	***$ 23,756,462***	***$ 4,488,059***		***$ 19,268,403***
		Total			**$ 12,247,818**	**$ 13,133,127**	**$ 25,380,945**	**$ 4,754,877**		**$ 20,626,068**
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	3,560	$ -	$ 141,440	$ 141,440	$ 1,350	$ -	$ 140,090
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000	-	-	100,000
		subtotal			***$ -***	***$ 241,440***	***$ 241,440***	***$ 1,350***	***$ -***	***$ 240,090***
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	363,044	356,279	$ -	$ 6,765	$ 6,765	$ -	$ 3,612	$ 3,153
		subtotal			***$ -***	***$ 6,765***	***$ 6,765***	***$ -***	***$ 3,612***	***$ 3,153***

CITY OF ALPHARETTA

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Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,002	298,402	$ -	$ 1,600	$ 1,600	$ -	$ -	$ 1,600
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	49,768	-	233	233	-	233	1
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210	-	563,469	563,469	10,853	235,828	316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,502,370	3,042,127	390,000	70,243	460,243	28,354	2,641	429,249
30117400-542400	C1519	WIRELESS ACCESS POINTS	50,000	-	50,000	-	50,000	-	-	50,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	128,749	-	271,396	271,396	-	-	271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	31,883	-	268,118	268,118	14,159	240,094	13,864
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	-	-	50,000
		subtotal			***$ 440,000***	***$ 1,246,115***	***$ 1,686,115***	***$ 53,366***	***$ 478,795***	***$ 1,153,954***
Human Resources										
30118450-542400/20	C1222	RECORDS MANAGEMENT	72,501	22,934	$ -	$ 49,567	$ 49,567	$ 3,660	$ -	$ 45,907
		subtotal			***$ -***	***$ 49,567***	***$ 49,567***	***$ 3,660***	***$ -***	***$ 45,907***
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	35,700	$ -	$ 3,900	$ 3,900	$ -	$ 3,900	$ -
		subtotal			***$ -***	***$ 3,900***	***$ 3,900***	***$ -***	***$ 3,900***	***$ -***
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,890,846	6,202,954	$ 1,875,000	$ 1,812,892	$ 3,687,892	$ 308,806	$ 2,111,133	$ 1,267,953
30131150-541300	C1229	PS ROOF REPAIR	1,197,112	1,172,875	-	24,237	24,237		-	24,237
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,376,082	-	137,843	137,843	48,358	35,355	54,130
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	198,250	-	294,281	294,281		-	294,281
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,060	307,799	-	92,261	92,261	-	85,690	6,571
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	9,196	-	10,804	10,804	-	-	10,804
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942	-	6,058	6,058	-	-	6,058
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,871	38,391	-	5,480	5,480	-	-	5,480
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	374,223	-	1,875,778	1,875,778	462,057	1,393,720	20,001
30131150-542100	C2302	ALL TERRAIN VEHICLES	10,772	10,772	-	-	-		-	-
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,501	17,168	-	432,333	432,333	27,339	392,470	12,524
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,000	-	225,000	75,000	300,000	1,350	97,500	201,150

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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30131150-542400	C2406	REAL TIME CRIME CENTER	128,900	-	128,900	-	128,900	1,853	-	127,047
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	66,000	-	66,000	-	66,000	976	56,371	8,653
		subtotal			***$ 2,294,900***	***$ 4,766,967***	***$ 7,061,867***	***$ 850,738***	***$ 4,172,239***	***$ 2,038,890***
Public Works										
30141100-541200	C0910	TREE REPLACEMENT FUND	$ 1,648,151	$ 1,488,131	$ -	$ 160,020	$ 160,020	$ 2,750	$ 2,470	$ 154,800
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	493,726	227,923	-	265,803	265,803	3,128	9,532	253,144
30141100-541410	C1207	BRIDGE MAINTENANCE	865,212	406,488	200,000	258,724	458,724	-	-	458,724
30141100-541410	C1215	STRIPING & SIGNAGE	2,264,665	2,013,199	250,000	1,466	251,466	13,859	5,168	232,438
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,585	513,116	-	40,469	40,469	40,469	-	0
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	904,267	804,267	100,000	-	100,000	10,517	16,545	72,938
30141100-541410	C1219	MILLING AND RESURFACING	27,137,647	24,017,647	3,120,000	-	3,120,000	250	-	3,119,750
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	1,087,079	980,278	100,000	6,801	106,801	11,703	11,210	83,888
30141100-541410	C1221	DESIGN SERVICES	1,018,300	894,867	75,000	48,433	123,433	-	12,403	111,030
30141100-542200	C1223	FLEET REPLACEMENT	1,672,223	1,334,068	190,000	148,155	338,155	735	314,188	23,232
30141100-541300	C1229	FACILITY ROOF REPAIR/REPLACE	325,000	-	325,000	-	325,000	-	-	325,000
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,374,771	1,072,093	152,000	150,678	302,678	39,760	31,476	231,442
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,374	203,793	-	13,581	13,581	-	-	13,581
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	550,001	429,468	100,000	20,533	120,533	10,837	9,696	100,000
30141100-541300	C1902	FIRE STATION RENOVATIONS	435,003	419,519	-	15,484	15,484	-	-	15,484
30141100-541300	C1904	PW HQ RENOVATIONS	178,038	157,586	-	20,452	20,452	15,309	-	5,143
30141100-541300	C1906	CITY HALL RENOVATIONS	25,000	-	25,000	-	25,000	-	25,000	-
30141100-541300	C2003	HVAC REPLACEMENTS	391,730	291,730	100,000	-	100,000	-	61,854	38,146
30141100-541300	C2004	GENERATOR REPLACEMENTS	295,027	295,027	-	-	-	-	-	-
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,002	98,846	-	71,156	71,156	1,608	4,994	64,554
30141100-541410	C2048	STREETLIGHT MAINTENANCE	349,079	203,862	80,000	65,217	145,217	1,469	16,413	127,336
30141100-541500	C2050	REC FACILITY MAINTENANCE	155,000	128,146	-	26,854	26,854	-	-	26,854
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	181,308	58,383	25,000	97,925	122,925	80,755	12,450	29,720
30141100-541410	C2104	WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925		333,925	-
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	430,001	306,250	-	123,751	123,751	-	123,750	1

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30141100-544200	C2200	CITY TRASH RECEPTACLE SERVICE	100,002	84,042	-	15,960	15,960	-	-	15,960
30141100-541410	C2238	DAVIS DR WATER (COUNTY)	364,489	298,753	-	65,736	65,736	-	65,736	1
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,000	37,016	-	327,984	327,984	2,451	77,391	248,142
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	188,272	30,686	-	157,586	157,586		-	157,586
30141100-541410	C2315	LOCAL ROADS SAFETY ACTION PLAN	199,778	140,710	-	59,068	59,068	11,074	47,994	0
30141100-541200	C2400	CEMETERY RETAINING WALL	18,500	-	16,000	2,500	18,500	2,306	12,045	4,149
30141100-544200	C2408	WEBB BRIDGE PARK SEWER	437,500	180	437,500	(180)	437,320	25,319	41,926	370,075
30141100-541200	C2409	SR9 LANDSCAPING	350,000	-	350,000	-	350,000	-	-	350,000
30141100-542100	C2410	WINTER WEATHER EQUIPMENT	65,000	-	65,000	-	65,000	-	-	65,000
		subtotal			***$ 5,710,500***	***$ 2,498,081***	***$ 8,208,581***	***$ 274,298***	***$ 1,236,165***	***$ 6,698,119***
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	1,505,429	1,005,429	$ 500,000	$ -	$ 500,000	$ -	$ -	$ 500,000
30161150-541200	C1210	TREE REMOVAL			200,000	58,667	258,667	62,220	56,575	139,872
30161150-541500	C1221	DESIGN SERVICES	214,224	209,396	-	4,828	4,828	-	335	4,493
30161150-541300	C1229	FACILITY ROOF REPAIR	680,411	485,411	195,000	-	195,000	-	46,725	148,275
30161150-542200	C1232	FLEET	412,578	202,662	-	209,916	209,916	97,735	-	112,181
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	990,219	758,226	153,000	78,993	231,993	-	77,377	154,616
30161150-541500	C1424	WILL PARK POOL EXPANSION	59,000	55,700	-	3,300	3,300		-	3,300
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614	THE STORIES PROJECT	85,000	31,065	-	53,935	53,935	-	47,000	6,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	839,751	394,219	260,100	185,432	445,532	-	7,136	438,396
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	821,552	731,552	90,000	-	90,000	-	30,582	59,418
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	740,721	288,640	250,000	202,081	452,081	-	-	452,081
30161150-544100	C1807	PUBLIC ARTS PROGRAM	286,000	202,550	55,000	28,450	83,450	-	13,950	69,500
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)	245,453	245,453	-	-	-		-	-
30161150-521200	C1926	NORTHSIDE MOU (PARKS)	11,400	4,625	-	6,775	6,775	-	6,775	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	149,903	118,365	-	31,538	31,538	2,000	12,647	16,891
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	82,656	40,530	-	42,126	42,126	-	23,137	18,989
30161150-541500	C2010	PARK ENHANCEMENTS	628,179	615,658	-	12,521	12,521	382	11,057	1,083
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	29,500	-	220,500	220,500	13,316	193,268	13,916
30161150-541500	C2051	FOUNTAIN MAINTENANCE	86,306	36,306	50,000	-	50,000	18,900	-	31,100

CITY OF ALPHARETTA

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

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Project Snapshot: FY2013 - FY2023 Prior Year Actuals	FY 2024 Original Appropriation	FY 2024 Transfers / Adjustments	FY 2024 Revised Budget	FY 2024 Collections / Expenditures	FY 2024 Encumbrances	FY 2024 Available Budget
30161150-541500	C2202	ATHLETIC COURTS RESURFACING	198,433	68,368	100,000	30,065	130,065	-	49,400	80,665
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	200,000	-	-	200,000	200,000	-	5,000	195,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	17,696	-	-	17,696	17,696	1,537	-	16,159
30161150-541500	C2411	PARK TRAIL MAINTENANCE	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,000	-	30,000	-	30,000	-	-	30,000
30161150-541500	C2413	WBP DUGOUT ECPANSION	30,425	-	11,500	18,925	30,425	-	30,425	-
		subtotal			***$ 2,094,600***	***$ 1,510,609***	***$ 3,605,209***	***$ 196,090***	***$ 611,389***	***$ 2,797,730***
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	297,748	$ -	$ 279,001	$ 279,001	$ 6,995	$ 11,005	$ 261,001
30174150-544100	C0924	ECONOMIC DEVELOPMENT PLAN	107,640	92,500	-	15,140	15,140	-	15,140	-
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	245,760	202,010	-	43,750	43,750	-	-	43,750
30174150-542200	C1433	FLEET REPLACEMENT	99,932	59,932	40,000	-	40,000		25,850	14,150
30174150-544100	C1538	ARTS CENTER FEASIBILITY STUDY	35,000	-		35,000	35,000	-	35,000	-
30174150-541410	C1603	DESIGN SERVICES	587,204	473,611	61,200	52,393	113,593	4,557	16,505	92,531
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	-	-	13,007
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	-	-	59,300
30174150-521200	C2401	NORTH POINT FRAMEWORK PLAN	200,000	-	200,000	-	200,000	-	-	200,000
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	-	12,700	-	12,700	-	-	12,700
30174150-544100	C2403	SOUTH MAIN DISTRICT	50,000	-	50,000	-	50,000	-	-	50,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	75,000	-	75,000	-	75,000	-	-	75,000
30174150-542200	C2405	LAND DEV INSPECTOR EQUIPMENT	45,000	-	45,000	-	45,000	-	-	45,000
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	-	40,000	-	40,000	-	-	40,000
		subtotal			***$ 523,900***	***$ 497,591***	***$ 1,021,491***	***$ 11,552***	***$ 103,500***	***$ 906,439***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 1,183,918	$ 2,312,092	$ 3,496,010	$ -	$ -	$ 3,496,010
		subtotal			***$ 1,183,918***	***$ 2,312,092***	***$ 3,496,010***	***$ -***	***$ -***	***$ 3,496,010***
		Total			**$ 12,247,818**	**$ 13,133,127**	**$ 25,380,945**	**$ 1,391,054**	**$ 6,609,600**	**17,380,291**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of September 30, 2023

Account #	Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS			$ 50,000	$ -	$ 50,000	$ 15,680		$ 34,320
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	2,473		(2,473)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			3,950,000	-	3,950,000	987,500		2,962,500
30290200-395000	CARRYFORWARD FUND BALANCE			-	4,737,937	4,737,937	-		4,737,937
	subtotal			***$ 4,000,000***	***$ 4,737,937***	***$ 8,737,937***	***$ 1,005,653***		***$ 7,732,284***
	Total			**$ 4,000,000**	**$ 4,737,937**	**$ 8,737,937**	**$ 1,005,653**		**$ 7,732,284**
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	788,796	$ -	$ 217,607	$ 217,607	$ 46,003	$ 17,893	$ 153,711
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	15,426,219	7,349,440	4,000,000	4,076,779	8,076,779	613,047	1,299,771	6,163,961
30241100-541430 C1503	STORMWATER STUDIES	500,001	343,780	-	156,221	156,221	-	-	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	542,365	-	121,690	121,690	-	-	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	252,997	252,993	-	4	4	-	-	4
	subtotal			***$ 4,000,000***	***$ 4,572,301***	***$ 8,572,301***	***$ 659,050***	***$ 1,317,664***	***$ 6,595,587***
Non-Departmental									
30290200-579000	NON-ALLOCATED			$ -	$ 165,636	$ 165,636	$ -	$ -	$ 165,636
	subtotal			***$ -***	***$ 165,636***	***$ 165,636***	***$ -***	***$ -***	***$ 165,636***
	Total			**$ 4,000,000**	**$ 4,737,937**	**$ 8,737,937**	**$ 659,050**	**$ 1,317,664**	**$ 6,761,223**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
As of September 30, 2023

Account #	Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	3,905,852	$ -	$ 2,738,659	$ 2,738,659	$ 2,188		$ 2,736,471
	Total			**$ -**	**$ 2,738,659**	**$ 2,738,659**	**$ 2,188**		**$ 2,736,471**
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,175,959	1,175,959	$ -	$ -	$ -	$ -	$ -	$ -
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	1,811,716	-	332,794	332,794	199,757	-	133,037
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	655,690	-	668,311	668,311	13,886	594,874	59,551
	subtotal			***$ -***	***$ 1,001,105***	***$ 1,001,105***	***$ 213,643***	***$ 594,874***	***$ 192,589***
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	87,519	76,019	$ -	$ 11,500	$ 11,500		$ 11,500	$ -
30361150-541500 C2316	GREENWAY BOARDWALK REPLACEMENT	1,912,483	186,468	-	1,726,015	1,726,015	311,969	1,414,045	2
	subtotal			***$ -***	***$ 1,737,515***	***$ 1,737,515***	***$ 311,969***	***$ 1,425,545***	***$ 2***
Non-Departmental									
30390200-579000	NON-ALLOCATED			$ -	$ 39	$ 39	$ -	$ -	$ 39
	subtotal			***$ -***	***$ 39***	***$ 39***	***$ -***	***$ -***	***$ 39***
	Total			**$ -**	**$ 2,738,659**	**$ 2,738,659**	**$ 525,611**	**$ 2,020,418**	**$ 192,629**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of September 30, 2023

Account #		Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
31890200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 384,925		$ (384,925)
31890200-395000		CARRYFORWARD FUND BALANCE			-	28,451,393	28,451,393	-		28,451,393
		subtotal			***$ -***	***$ 28,451,393***	***$ 28,451,393***	***$ 384,925***		***$ 28,066,468***
		Total			**$ -**	**$ 28,451,393**	**$ 28,451,393**	**$ 384,925**		**$ 28,066,468**
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,542,698	42,698	$ -	$ 7,500,000	$ 7,500,000	$ -	$ -	$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,405,386	448,084	-	957,302	957,302	4,899	763	951,640
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,386,980	792,366	-	4,594,614	4,594,614	-	1,058,993	3,535,621
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	6,062,644	778,257	-	5,284,387	5,284,387	-	395,060	4,889,327
31861150-541500	C2216	UNION HILL PARK	3,303,690	444,966	-	2,858,724	2,858,724	75,504	199,625	2,583,595
31861150-541500	C2217	MID-BROADWELL PARK	836,296	389,984	-	446,312	446,312	187,238	164,097	94,977
31861150-541500	C2218	OLD RUCKER PARK	3,030,570	366,865	-	2,663,705	2,663,705	35,160	38,365	2,590,180
31861150-541500	C2219	FARMHOUSE PARK	2,224,706	255,276	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	224,706	-	1,025,295	1,025,295	45,515	979,000	780
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-		-	-
31890200-579000		PARKS RESERVE	1,520,173	368,549	-	1,151,624	1,151,624	-	-	1,151,624
31890200-584000		DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
		Total			**$ -**	**$ 28,451,393**	**$ 28,451,393**	**$ 348,316**	**$ 2,835,903**	**$ 25,267,174**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of September 30, 2023

Account #		Project	Project Snapshot: FY2017-FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000		CARRYFORWARD FUND BALANCE			$ -	$ 35,292,260	$ 35,292,260			$ 35,292,260
33541100-361000		INTEREST EARNINGS			-	-	-	476,439		(476,439)
		Total			**$ -**	**$ 35,292,260**	**$ 35,292,260**	**$ 476,439**		**$ 34,815,821**
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	2,000,000	$ -	$ -	$ -	$ -	$ -	$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	763,569	-	4,262,845	4,262,845	191,766	-	4,071,079
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,123,462	-	236,280	236,280	-	233,749	2,531
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	2,498,615	-	3,080,859	3,080,859	10,235	1,070,622	2,000,002
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	2,120,286	-	2,765,715	2,765,715	-	2,765,714	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,508	692,472	-	36	36	-	-	36
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	233,300	-	2,339,700	2,339,700	1,500	43,000	2,295,200
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDABOUT-PARK)	6,000,001	1,244,331	-	4,755,670	4,755,670	247,951	2,871,426	1,636,293
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDABOUT)	17,000,001	1,021,567	-	15,978,434	15,978,434	138,600	33,478	15,806,356
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000		CONTINGENCY			-	1,872,721	1,872,721	-	-	1,872,721
		Total			**$ -**	**$ 35,292,260**	**$ 35,292,260**	**$ 590,053**	**$ 7,017,988**	**$ 27,684,219**

CITY OF ALPHARETTA

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

Account #		Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33690200-313400		TSPLOST II			$ -	$ 33,414,577	$ 33,414,577	$ 2,662,925		$ 30,751,652
33641100-361000		INTEREST EARNINGS			-	-	-	187,761		(187,761)
33690200-395000		CARRYFORWARD FUND BALANCE			-	13,545,437	13,545,437	-		13,545,437
		Total			**$ -**	**$ 46,960,014**	**$ 46,960,014**	**$ 2,850,685**		**$ 44,109,329**
Expenditures										
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	10,715	$ -	$ 6,489,285	$ 6,489,285	$ 422,100	$ -	$ 6,067,185
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,001	2,065,944	-	10,934,057	10,934,057	1,034,281	6,804,458	3,095,319
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,002,000	28,393	-	9,973,607	9,973,607	15,960	693,946	9,263,701
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	74,263	18,537	-	55,726	55,726	-	-	55,726
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	212,301	208,128	-	4,173	4,173		-	4,173
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	16,925	-	333,076	333,076	5,119	134,156	193,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	23,434	-	726,567	726,567	471	94,795	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,001	394,995	-	3,605,006	3,605,006	90,086	174,183	3,340,737
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-		-	-
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-		-	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	6	-	4,757,520	4,757,520		-	4,757,520
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,001	1,919,004	-	10,080,997	10,080,997	1,532,994	8,306,951	241,051
33690200-579000		CONTINGENCY	-	-	-	-	-	-	-	-
		Total			**$ -**	**$ 46,960,014**	**$ 46,960,014**	**$ 3,101,012**	**$ 16,208,489**	**$ 27,650,514**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of September 30, 2023

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27074110-341321		IMPACT FEES STREETS & HIGHWAYS			$ -	$ -	$ -	$ 100,472		$ (100,472)
27074110-341323		IMPACT FEES RECREATION & PARKS			-	49,057	49,057	236,351		(187,294)
27074110-341324		IMPACT FEES PUBLIC SAFETY			-	-	-	10,751		(10,751)
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	1,886		(1,886)
27074110-395000		CARRYFORWARD FUND BALANCE			-	3,712,044	3,712,044	-		3,712,044
27074110-361000		INTEREST EARNINGS			-	-	-	11,959		(11,959)
		Total			**$ -**	**$ 3,761,101**	**$ 3,761,101**	**$ 361,419**		**$ 3,399,682**
Expenditures										
Public Safety										
27031150-544200	C2206	RAPID RESCUE TRUCK	124,600	124,100	$ -	$ 500	$ 500	$ -	$ -	$ 500
		subtotal			***$ -***	***$ 500***	***$ 500***	***$ -***	***$ -***	***$ 500***
Public Works										
27041100-541410	C1410	RUCKER RD CORRIDOR	1,002,553	991,047	$ -	$ 11,506	11,506	$ -	$ 11,506	$ 0
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	1,540,000	1,533,350	-	6,650	6,650	-	6,650	-
		subtotal			***$ -***	***$ 1,268,156***	***$ 1,268,156***	***$ -***	***$ 18,156***	***$ 1,250,000***
Recreation, Parks & Cultural Services										
27061150-541500	C2011	WILLS PARK MASTER PLAN	328,634	21,930	$ -	$ 306,704	$ 306,704	$ -	$ -	$ 306,704
27061150-541410	C2113	ENCORE GREENWAY GATEWAY	2,000,000	27,480	-	1,972,520	1,972,520	-	-	1,972,520
		subtotal			***$ -***	***$ 2,279,224***	***$ 2,279,224***	***$ -***	***$ -***	***$ 2,279,224***
Non-Departmental										
27074110-521200		PROFESSIONAL SERVICES			$ -	$ 37,525	$ 37,525	$ -	$ 37,525	$ -
27074110-579001		NON-ALLOCATED STREETS & HIGHWAYS			-	27,367	27,367	-	-	27,367
27074110-579003		NON-ALLOCATED PUBLIC SAFETY			-	148,329	148,329	-	-	148,329
		subtotal			***$ -***	***$ 213,221***	***$ 213,221***	***$ -***	***$ 37,525***	***$ 175,696***
		Total			**$ -**	**$ 3,761,101**	**$ 3,761,101**	**$ -**	**$ 55,681**	**$ 3,705,420**

CITY OF ALPHARETTA

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

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27590150-314100		HOTEL/MOTEL TAXES			$ 9,550,000	$ -	$ 9,550,000	$ 1,700,080		$ 7,849,920
27590150-319201		PEALTY/INT HOTEL/MOTEL TAX			-	-	-	2		(2)
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	505		(505)
27590150-361000		INTEREST EARNINGS			-	-	-	3,202		(3,202)
		subtotal			***$ 9,550,000***	***$ -***	***$ 9,550,000***	***$ 1,703,790***		***$ 7,846,210***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE			$ -	$ 962,046	$ 962,046	$ -		$ 962,046
		subtotal			***$ -***	***$ 962,046***	***$ 962,046***	***$ -***		***$ 962,046***
		Total			**$ 9,550,000**	**$ 962,046**	**$ 10,512,046**	**$ 1,703,790**		**$ 8,808,256**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	34,900,129	30,722,004	$ 4,178,125	$ -	$ 4,178,125	$ 420,066	$ -	$ 3,758,059
		subtotal			***$ 4,178,125***	***$ -***	***$ 4,178,125***	***$ 420,066***	***$ -***	***$ 3,758,059***
City of Alpharetta										
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	30,313,108	26,731,858	3,581,250	-	3,581,250	360,056	-	3,221,194
		subtotal			***$ 3,581,250***	***$ -***	***$ 3,581,250***	***$ 360,056***	***$ -***	***$ 3,221,194***
Tourism Product Development										
27590150-521200		PROFESSIONAL SERVICES	41,570	36,070	$ 5,500	$ -	$ 5,500	$ -	$ -	$ 5,500
27590150-579006		DEBT SERVICE RESERVE	28,071,246	26,731,858	392,412	946,976	1,339,388	-	-	1,339,388
27590450-541500	C2011	WILLS PARK MASTER PLAN	751,892	736,822	-	15,070	15,070	-	-	15,070
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	8,238,654	7,528,654	710,000	-	710,000	-	-	710,000
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	6,026,367	5,343,654	682,713	-	682,713	-	-	682,713
		subtotal			***$ 1,790,625***	***$ 962,046***	***$ 2,752,671***	***$ -***	***$ -***	***$ 2,752,671***
		Total			**$ 9,550,000**	**$ 962,046**	**$ 10,512,046**	**$ 780,122**	**$ -**	**$ 9,731,924**



OTHER REPORTS

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended September 30, 2023

Vendor	Description	Department	$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,281.25
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,384.37
AECOM TECHNICAL SERVICES	NP ALPHALINK (ARC/LCI GRANT) DESIGNING SEERVICES	Public Works	$ 39,032.46
AFLAC	VOLUNTARY SUPPLIMENTARY INSURANCE	General Government	$ 11,763.85
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	$ 446,093.29
ALTA PLANNING + DESIGN	SAFETY ENGINEERING AND ACCIDENT STUDIES; OSHA STUDY	Public Works	$ 5,732.15
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 32,868.50
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	$ 21,481.85
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS	Public Works	$ 13,864.37
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS	Public Works	$ 18,249.45
ATKINS NORTH AMERICA	ALPHALOOP (OMP-NORTHWINDS) PROJECT MANAGEMENT SERVICES	Public Works	$ 36,167.78
ATKINS NORTH AMERICA	WBR PH4 (NPP-GREENWAY) PROJECT MANAGEMENT SERVICES	Public Works	$ 31,931.14
BENNETT FIRE PRODUCT	FIRE PROTECTION CLOTHING	Public Safety	$ 34,064.61
BUILDING MANAGEMENT	FACILITY REPAIR & MAINTENANCE	Public Works	$ 9,450.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 10,893.87
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Various Departments	$ 5,825.29
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 17,375.83
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 11,591.69
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 28,900.00
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 28,982.57
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 11,000.00
CITY OF MILTON	LAND & BUILDING RENTAL	Municipal Court	$ 6,775.00
COLUMBIA ENGINEERING	OLD RUCKER PARK DESIGNING SERVICES	Rec., Parks & Cultural Services	$ 11,720.00
COLUMBIA ENGINEERING	NORTH POINT PKWY IMP DESIGNING SERVICES	Community Development	$ 37,038.00
CONCRETE LEVELING	CONCRETE RAISING AND UNDERSEALING SERVICES	Public Works	$ 38,610.00
CONVERGE TECHNOLOGY	POWER SYSTEMS SWITCHGEARS AND RELATED ACCESSORIES	Information Technology	$ 10,853.25
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 6,821.30
DATAWORKS PLUS LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 6,019.37

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended September 30, 2023

Vendor	Description	Department	$ Amount
DELL MARKETING LP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 293,751.82
DELL MARKETING LP	MICROCOMPUTERS, DESKTOP OR TOWER BASED	Various Departments	$ 14,483.90
ESIS INC	MONTHLY WC	Risk Management	$ 13,163.64
ESIS INC	LARGE LOSS-CARLO MAIGNAN WC	Risk Management	$ 10,778.00
EXCELLERE CONSTRUCTION	GREENWAY BOARDWALK REPLACEMENT CONSTRUCTION	Rec., Parks & Cultural Services	$ 150,547.92
EXCELLERE CONSTRUCTION	GREENWAY BOARDWALK REPLACEMENT CONSTRUCTION	Rec., Parks & Cultural Services	$ 161,420.79
FIRELINE INC	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 7,841.25
FIRST ORE INVESTMENT	BOND REFUND	General Government	$ 8,970.00
FIRST ORE INVESTMENT	TREE BOND REFUND	General Government	$ 24,500.00
FULTON COUNTY BOARD OF COMMISSIONERS	MUNICIPAL COURT FINES	Public Safety	$ 6,424.10
FULTON COUNTY SHERIFFS DEPARTMENT	COURT BONDS	General Government	$ 5,000.00
FULTON COUNTY SHERIFFS DEPARTMENT	COURT BONDS	General Government	$ 8,000.00
FULTON COUNTY SHERIFFS DEPARTMENT	PROFESSIONAL SERVICES POLICE JAIL	Public Safety	$ 6,360.00
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 20,822.89
GEORGIA BRIDGE AND CONCRETE, LLC	WBR PH4 (NPP-GREENWAY) CONSTRUCTION	Public Works	$ 587,582.27
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 16,629.58
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	$ 215,631.14
GA SUPERIOR COURT COOPERATIVE AUTHORITY	AUGUST 2023	Public Safety	$ 28,130.42
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 10,668.75
GREENTREE BEDDING	BAGS, BEDDING	Rec., Parks & Cultural Services	$ 6,034.00
GREENTREE BEDDING	BAGS, BEDDING	Rec., Parks & Cultural Services	$ 6,034.00
GREG MALCOLM & ASSOCIATES	MCGINNIS RD IGA (FORSYTH) APPRAISAL FEE	Public Works	$ 17,500.00
GSRAN-Z, LLC	LIEN PAYOFF	General Government	$ 7,740.38
GULF STATES	FIREARM AMMUNITION AND ACCESSORIES	Public Safety	$ 65,599.00
HEXAGON	CAD/RECORDS MGMT SOFTWARE	Public Safety	$ 462,057.00
INTEGRATED CONSTRUCTION	ALPHALOOP (OMP-NORTHWINDS) CONSTRUCTION	Public Works	$ 810,311.43
IPR SOUTHEAST LLC	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	$ 122,734.17
IPR SOUTHEAST LLC	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	$ 556,675.39
IPR SOUTHEAST LLC	RETAINAGE PAYABLE Contract Withholding: 21-112	General Government	$ 37,497.09

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended September 30, 2023

Vendor	Description	Department	$ Amount
JARRARD & DAVIS	AUGUST 2023 SERVICES	Legal Services	$ 101,473.60
KIMBROUGH INDUSTRIAL	HVAC SERVICES	Public Works	$ 161,466.95
KIMLEY-HORN & ASSOCIATES	DOWNTOWN PARKING FUND ANALYTICAL STUDIES/SURVEYS (CONSULTIN(	Community Development	$ 6,995.00
MEER ELECTRIC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 15,069.36
METRO WATERPROOFING,	WEATHER AND WATERPROOFING MAINTENANCE AND REPAIRS	Public Works	$ 11,380.00
MOFFATT & NICHOL	PEDESTRIAN BRIDGES (WW PKWY) DESIGNING SERVICES	Public Works	$ 26,180.89
ONE DIVERSIFIED LLC	AUDIO-VISUAL EQUIPMENT MAINTENANCE	Information Technology	$ 9,484.27
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	MUNICIPAL COURT FINES REMITTANCES	Public Safety	$ 13,287.33
POND & COMPANY	WBR PH3 (GREENWAY-ROUNDABOUT) DESIGNING SERVICES	Public Works	$ 19,295.00
PRIME ENGINEERING	WEBB BRIDGE PARK SEWER DESIGNING SERVICES	Public Works	$ 13,870.50
RGC CONSTRUCTION	PW HQ RENOVATIONS	Public Works	$ 14,900.00
ROBINSON IRON CORP	RESTORATION/PRESERVATION SVCS (OF ANTIQUES) FOUNTAIN MAINT.	Rec., Parks & Cultural Services	$ 18,900.00
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 57,343.66
RUSSELL LANDSCAPE	TREE PLANTING & LANDSCPNG IMP	Public Works	$ 10,924.07
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 5,425.00
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 23,095.00
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 15,499.00
SAWNEE ELECTRIC MEMB	ELECTRICITY UTILITIES	Various Departments	$ 34,652.59
SLAM MECHANICAL LLC	FACILITY & GROUNDS REPAIR & MAINTENANCE	Various Departments	$ 5,553.30
SOL CONSTRUCTION LLC	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	$ 113,581.07
SOUTH TECH HOMES LLC	BOND REFUND	General Government	$ 18,000.00
STAGEDROP LLC	STAGES, THEATRE (ALL TYPES)	Rec., Parks & Cultural Services	$ 15,641.01
SUCCESS AND RESULTS	FLOORING MAINTENANCE AND REPAIR UNION HILL PARK	Rec., Parks & Cultural Services	$ 20,400.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	$ 8,778.89
TARGETSOLUTIONS LEARNING LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	$ 8,975.48
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	$ 7,916.67
TEN 8 FIRE & SAFETY	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 11,330.16
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	$ 5,187.50
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Services	$ 22,005.03

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended September 30, 2023

Vendor	Description	Department	$ Amount
THE F. A. BARTLETT T	TREE REMOVAL	Public Works	$ 5,219.35
TOKIO MARINE HCC	CLAIMS (PUBLIC ENT LIABILITY) & (VEHICLE)	Risk Management	$ 20,790.35
TRI SCAPES INC	MID-BROADWELL CONSTRUCTION AND MAINTENANCE CONTRACTS	Rec., Parks & Cultural Services	$ 111,030.45
TRI SCAPES INC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 5,194.00
TRI SCAPES INC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 16,896.28
TRUIST BANK	SEPTEMBER PCARD STATEMENT	General Government	$ 172,034.58
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 10,021.18
USI INSURANCE	GL INSURANCE 92 MILTON AVE-DIRECTORS & OFFICERS LIABILITY	Risk Management	$ 21,711.36
VERINEXT CORP.	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 51,222.22
VERISTOR SYSTEMS INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 52,963.90
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 15,916.19
WATT COMMERCIAL SWEEPING	STREET SWEEPING SERVICES	Public Works	$ 8,776.50

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended September 30, 2023

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
24000274	ROBINSON IRON CORPORATION	REC., PARKS & CULTURAL SVCS	$ 18,900.00	RESTORATION OF THE MAIN STREE PARK FOUNTAIN
24000279	CH JOHNSON CONSULTING, INC.	COMMUNITY & ECONOMIC DEV.	$ 35,000.00	ALPHARETTA ARTS CENTER FEASIBILITY STUDY UPDATE
24000281	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 8,524.00	TREE REMOVAL SERVICES AT NORTH POINT PARKING LOT
24000284	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 10,075.00	TREE REMOVAL SERVICES AT MULTIPLE SITES
24000285	DATAWORKS PLUS LLC	PUBLIC SAFETY	$ 6,019.37	ANNUAL LIVESCAN MAINTENANCE AND SUPPORT
24000288	JONES CONTRACTING GROUP, LLC	REC., PARKS & CULTURAL SVCS	$ 37,850.00	WEBB BRIDGE PARK DUGOUT EXPANSION
24000289	THE WINDSCREEN FACTORY LLC	REC., PARKS & CULTURAL SVCS	$ 23,160.00	PROVIDE AND INSTALL (8) SHADE COVERS OVER BLEACHERS AT WEBB BRIDGE PARK
24000291	SUSTAINABLE WATER PLANNING & ENGINEERING	PUBLIC WORKS	$ 49,000.00	STORMWATER INVENTORY INSPECTIONS FOR ZONES D AND E
24000292	MEDICAL PRIORITY CONSULTANTS INC	INFORMATION TECHNOLOGY	$ 42,240.00	PRIORITY DISPATCH SYSTEM LICENSE RENEWAL, SERVICE AND SUPPORT
24000293	MERIDIAN RAPID DEFENSE GROUP LLC	REC., PARKS & CULTURAL SVCS	$ 49,800.00	SAFETY BARRICADES FOR (4) SPECIAL EVENTS
24000295	TEN 8 FIRE & SAFETY EQUIPMENT OF GEORGIA	PUBLIC SAFETY	$ 11,330.16	VEHICLE REPAIRS TO FD8036
24000299	TARGETSOLUTIONS LEARNING LLC	PUBLIC SAFETY	$ 8,975.48	ANNUAL RENEWAL OF CREWSENSE SHIFT SCHEDULING SOFTWARE
24000300	CDW LLC	INFORMATION TECHNOLOGY	$ 11,000.00	EXTREME NETWORKS (AEROHIVE) RENEWAL
24000301	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 7,422.06	INSTALL MAG LOCKING SYSTEM TO WILLS PARK TENNIS/FIELDS 5-8
24000303	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	$ 6,975.00	TREE REMOVAL SERVICES AT WEBB BRIDGE PARK
24000304	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 6,046.70	COMMUNITY CENTER GYM 2 LIGHT FIXTURE REPLACEMENTS
24000305	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 6,651.37	COMMUNITY CENTER GYMNASTICS ROOM LIGHT FIXTURE REPLACEMENTS
24000306	SIGNATURE TENNIS COURTS INC	REC., PARKS & CULTURAL SVCS	$ 49,400.00	NORTH PARK TENNIS AND PICKLEBALL COURT RESURFACING AND FENCE REPAIRS
24000307	ROLLMO LLC	REC., PARKS & CULTURAL SVCS	$ 6,664.40	LAMP POST BANNERS FOR (2) SPECIAL EVENTS
24000309	BRILL ENTERPRISES INC	PUBLIC WORKS	$ 30,000.00	INSTALLATION OF BALLASTIC SHEETROCK UNDER COUNCIL DAIS
24000315	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	$ 33,649.67	COMMUNITY CENTER GYM 1 HVAC EQUIPMENT PURCHASE
24000317	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	$ 5,421.52	ELECTRICAL OUTLET INSTALLATION AT RUCKER FARM'S GROW ROOM
24000318	MJM PRODUCTIONS LLC	REC., PARKS & CULTURAL SVCS	$ 47,000.00	BAILEY JOHNSON DOCUMENTARY FOR THE STORIES PROJECT
24000330	DREAM HOUSE PAINTING INC	PUBLIC WORKS	$ 14,255.00	PAINTING OF EXTERIOR TRIM AT PUBLIC SAFETY HQ AND JAIL FACILITIES
24000331	WADE FORD INC	COMMUNITY & ECONOMIC DEV.	$ 25,850.00	(1) 2023 FORD MAVERICK TRUCK
24000332	ASCENDANT STRATEGY MANAGEMENT GROUP LLC	INFORMATION TECHNOLOGY	$ 22,500.00	CLEARPOINT STRATEGY SOFTWARE
24000334	SOUTHEAST ELITE ENTERTAINMENT, LLC	REC., PARKS & CULTURAL SVCS	$ 10,500.00	STAGE, SOUND, LIGHTING FOR SEASON OF CELEBRATION/TREE LIGHTING
24000337	ROSWELL SIGNS LLC	REC., PARKS & CULTURAL SVCS	$ 5,385.77	DIRECTIONAL SIGNAGE FOR NORTH PARK

City of Alpharetta
Balance Sheet
Governmental Funds
September 30, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2016 Bond Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS									
Cash / Cash Equivalents / Investments	$ 24,542,420	$ 14,364,012	$ (87,206)	$ -	$ 28,510,003	$ 35,276,646	$ 13,578,460	$ 16,867,143	$ 133,051,478
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	30,655,437	-	-	-	-	-	-	-	30,655,437
Other Taxes	826,810	-	-	-	-	-	2,733	-	829,542
Interest	-	-	-	-	-	-	-	56,323	56,323
Accounts		-	-	-	-	-	-	6,395,812	6,395,812
Due from Other Funds	236,732	-	-	-	-	-	-	21,470	258,202
Intergovernmental Receivable	18,667	725,022	375,402	-	-	-	-	-	1,119,091
Cash - Restricted	258,115	290,973	-	-	-	-	-	-	549,088
Total Assets	**56,538,181**	**15,380,007**	**288,196**	**-**	**28,510,003**	**35,276,646**	**13,581,193**	**23,340,749**	**172,914,975**
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	263,203	-	-	-	-	-	-	309,708	572,911
Retainage Payable	-	24,926	-	-	22,000	97,999	283,349	151,302	579,576
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	169,911	-	-	-	-	-	-	-	169,911
Due to Other Funds	-	-	186,699	-	-	-	-	7,672	194,371
Deferred Revenue	31,520,317	725,022	375,402	-	-	-	2,733	6,480,939	39,104,413
Unearned Revenue	926,797	-	130,460	-	-	-	-	2,217,953	3,275,210
Non-Current									
Unclaimed Property	105,106	-	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-	-
Total Liabilities	**32,985,334**	**749,949**	**692,561**	**-**	**22,000**	**97,999**	**286,082**	**9,167,574**	**44,001,498**
Fund Balances:									
Restricted for:									
Capital Projects	-	4,524,448	(1,419,735)	-	24,500,476	26,287,937	(2,913,378)	5,462,161	56,441,909
Law Enforcement	-	-	-	-	-	-	-	109,176	109,176
Emergency Telephone Activities	-	-	-	-	-	-	-	(562,893)	(562,893)
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	220,826	220,826
Promotion of Tourism	-	-	-	-	-	-	-	551,974	551,974
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	41,425	41,425
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	22,570,000	-	-	-	-	-	-	-	22,570,000
2025 Fiscal Year Capital	9,447,780	-	-	-	-	-	-	-	9,447,780
Encumbrances	4,800,913	6,609,600	1,040,229	-	2,835,903	7,017,988	16,208,489	4,607,347	43,120,469
Remaining 2024 Net Spend	(16,914,091)	-	-	-	-	-	-	-	(16,914,091)
Projected Net Surplus/2026 Capital	3,648,245	-	-	-	-	-	-	-	3,648,245
Unallocated	-	3,496,010	(24,859)	-	1,151,624	1,872,721	-	4,051,254	10,546,750
Total Fund Balances	23,552,847	14,630,059	(404,365)	-	28,488,003	35,178,647	13,295,111	14,481,270	129,221,571
Total Liabilities and Fund Balances	**$ 56,538,181**	**$ 15,380,007**	**$ 288,196**	**$ -**	**$ 28,510,003**	**$ 35,276,646**	**$ 13,581,193**	**$ 23,648,844**	**$ 173,223,070**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended September 30, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	$ 720,295	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,990	$ 727,285
Local Option Sales Tax	3,647,112	-	-	-	-	-	-	-	3,647,112
Transportation SPLOST	-	-	-	-	-	-	2,662,925	-	2,662,925
Other Taxes	798,207	-	-	-	-	-	-	1,700,082	2,498,289
Licenses and permits	523,581	-	-	-	-	-	-	-	523,581
Intergovernmental	34,596	-	-	-	-	-	-	565,991	600,587
Charges for services	1,095,718	-	-	-	-	-	-	387,547	1,483,265
Impact Fees	-	-	-	-	-	-	-	347,574	347,574
Fines/Forfeitures	522,162	-	-	-	-	-	-	-	522,162
Investment earnings (Loss)	247,707	95,964	(1,932)	10	384,925	476,439	187,761	104,205	1,495,080
Contributions and Donations	7,533	266,818	147,886	-	-	-	-	-	422,237
Misc Revenue	24,842	-	-	-	-	-	-	-	24,842
Other	-	-	-	-	-	-	-	-	-
Total revenues	**7,621,753**	**362,781**	**145,954**	**10**	**384,925**	**476,439**	**2,850,685**	**3,112,389**	**14,954,937**
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	3,642,339	58,376	-	-	-	-	-	422,316	4,123,031
Public safety	10,814,771	850,738	-	-	-	-	-	1,531,670	13,197,179
Public works	2,540,290	274,287	127,900	10	-	590,053	3,101,012	872,693	7,506,244
Economic and community development	1,347,947	11,552	69,613	-	-	-	-	-	1,429,112
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	3,238,997	196,090	-	-	348,316	-	-	319,220	4,102,623
Contingency	-	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									-
Principal	-	-	-	-	-	-	-	226,006	226,006
Interest	-	-	-	-	-	-	-	-	-
Other Costs		-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	**21,584,343**	**1,391,043**	**197,512**	**10**	**348,316**	**590,053**	**3,101,012**	**3,371,905**	**30,584,195**
Excess (deficiency) of revenues over (under) expenditures	(13,962,591)	(1,028,262)	(51,558)	-	36,609	(113,614)	(250,326)	(259,515)	(15,629,257)
OTHER FINANCING SOURCES (USES)									
Transfers in	360,056	4,444,455	-	-	-	-	-	987,500	5,792,011
Transfers out	(5,431,955)	-	-	-	-	-	-	(360,056)	(5,792,011)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	21,319	-	-	-	-	-	-	-	21,319
Sale of non-capital assets	412	-	-	-	-	-	-	-	412
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(5,050,167)	4,444,455	-	-	-	-	-	627,444	21,731
Net change in fund balances	(19,012,758)	3,416,192	(51,558)	-	36,609	(113,614)	(250,326)	367,928	(15,607,526)
Fund balances - beginning	**42,565,605**	**11,213,866**	**(352,807)**	**-**	**28,451,393**	**35,292,260**	**13,545,437**	**14,113,342**	**144,829,098**
Fund balances - ending	**$ 23,552,847**	**$ 14,630,059**	**$ (404,365)**	**-**	**$ 28,488,003**	**$ 35,178,647**	**$ 13,295,111**	**$ 14,481,270**	**$ 129,221,571**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
September 30, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	$ 1,898,696	$ 4,166,506	$ 238,168	$ 32,085	$ 96,806	$ 1,489,061	$ 2,241,223	$ 1,550,722	$ 5,153,876	$ 16,867,143
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	9,323	-	-	-	47,000	-	-	-	-	56,323
Property Taxes	-	-	-	-	-	-	-	6,395,812	-	6,395,812
Intergovernmental Receivable	-	-	-	-	21,470	-	-	-	-	21,470
Due From Other Funds	308,095									
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**2,216,114**	**4,166,506**	**238,168**	**32,085**	**165,277**	**1,489,061**	**2,241,223**	**7,946,534**	**5,153,876**	**23,648,844**
LIABILITIES										
Accounts Payable	308,095	-	-	-	-	1,613	-	-	-	309,708
Retainage Payable	-	76,050	-	-	-	-	28,175	-	47,076	151,302
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	7,672	-	-	-	7,672
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	16,657	-	-	-	68,470	-	-	6,395,812	-	6,480,939
Unearned Revenue	-	-	-	-	-	-	2,213,048	4,905	-	2,217,953
Total Liabilities	**324,752**	**76,050**	**-**	**-**	**68,470**	**9,285**	**2,241,223**	**6,400,718**	**47,076**	**9,167,574**
FUND BALANCES										
Restricted:										
Capital Projects	-	3,859,080	-	-	-	-	(2,020,418)	-	3,623,499	5,462,161
Law Enforcement	-	-	77,091	32,085	-	-	-	-	-	109,176
Promotion of Tourism	551,974	-	-	-	-	-	-	-	-	551,974
Emergency Telephone Activities	-	-	-	-	-	(562,893)	-	-	-	(562,893)
Debt Service	-	-	-	-	-	-	-	220,826	-	220,826
Assigned for: Grant Projects	-	-	-	-		-	-	-	-	-
Grant Projects	-	-	-	-	41,425	-	-	-	-	41,425
Encumbrances	-	55,681	-	-	55	1,213,529	2,020,418	-	1,317,664	4,607,347
Unallocated	1,339,388	175,696	161,077	-	55,326	829,140	-	1,324,991	165,636	4,051,254
Total Fund Balances	1,891,362	4,090,456	238,168	32,085	96,806	1,479,776	(0)	1,545,817	5,106,800	14,481,270
Total Liabilities and Fund Balances	**$ 2,216,114**	**$ 4,166,506**	**$ 238,168**	**$ 32,085**	**$ 165,277**	**$ 1,489,061**	**$ 2,241,223**	**$ 7,946,534**	**$ 5,153,876**	**$ 23,648,844**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended September 30, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	$ 1,700,082	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 1,700,082
Property tax	-	-	-	-	-	-	-	6,990	-	6,990
Charges for Service	-	-	-	-	21,070	366,477	-	-	-	387,547
Impact Fees	-	347,574	-	-	-	-	-	-	-	347,574
Forfeiture Income	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	40,379	-	-	-	525,611	-	-	565,991
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings (Loss)	9,355	30,838	-	-	792	11,124	-	11,683	40,412	104,205
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	**1,709,438**	**378,412**	**40,379**	**-**	**21,862**	**377,601**	**525,611**	**18,673**	**40,412**	**3,112,389**
EXPENDITURES:										
Tourism	420,066	-	-	-	-	-	-	-	-	420,066
Community Development	-		-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	7,251	-	311,969	-	-	319,220
Public Safety	-	-	80,734	3,076	10,941	1,436,919	-	-	-	1,531,670
Public Works	-	-	-	-	-	-	213,643	-	659,050	872,693
General Government	-	-	-	-	-	-	-	2,250	-	2,250
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	226,006	-	-	-	226,006
Interest	-	-	-	-	-	-	-	-	-	-
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**420,066**	**-**	**80,734**	**3,076**	**18,193**	**1,662,925**	**525,611**	**2,250**	**659,050**	**3,371,905**
Excess (deficiency) of revenues over expenditures	1,289,372	378,412	(40,355)	(3,076)	3,670	(1,285,324)	-	16,423	(618,638)	(259,515)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(360,056)	-	-	-	-	-	-	-	987,500	627,444
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(360,056)	-	-	-	-	-	-	-	987,500	627,444
Net change in fund balances	929,316	378,412	(40,355)	(3,076)	3,670	(1,285,324)	-	16,423	368,862	367,928
Fund balances - beginning	**962,046**	**3,712,045**	**278,523**	**35,160**	**93,137**	**2,765,099**	**-**	**1,529,394**	**4,737,937**	**14,113,342**
Fund balances - ending	**$ 1,891,362**	**$ 4,090,456**	**$ 238,168**	**$ 32,085**	**$ 96,806**	**$ 1,479,776**	**$ -**	**$ 1,545,817**	**$ 5,106,800**	**$ 14,481,270**

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

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,571,243
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	320,253
Prepaid Insurance Expenses	-
Total Current Assets	1,891,496
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	-
Total Assets	**1,891,496**
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	594
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	594
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**594**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,890,902
Total Net Assets	1,890,902
Total Liabilities & Net Assets	**$ 1,891,496**

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

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 2,780,059
Misc Revenue	-
Total operating revenues	2,780,059
Operating expenses:	
Administration	5,374,088
Non-departmental	-
Total operating expenses	5,374,088
Operating Gain (loss)	(2,594,029)
Non-operating revenues (expenses):	
Investment earnings (Loss)	9,285
Total non-operating revenue (expenses)	9,285
Income (loss) before transfers	(2,584,744)
Transfers In	-
Transfers Out	-
Change In Net Assets	(2,584,744)
Total net assets-beginning	**10,940**
Total net assets-ending (net of encumbrances)	**(2,573,804)**
Adjustments to GAAP basis:	
Encumbrances	4,464,706
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 1,890,902**

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

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

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues						
	99575100-346900	Bond Application Fee	$ -	$ -		$ -
	99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2)	99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	4,881		18,819
		subtotal	***$ 118,700***	***$ 99,881***		***$ 18,819***
(1)	99575100-395000	Carryforward Fund Balance	$ 356,962	$ -		$ 356,962
		subtotal	***$ 356,962***	***$ -***		***$ 356,962***
		Total	**$ 475,662**	**$ 99,881**		**$ 375,781**
Expenditures						
	99575100-571000-C1403	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-544100-C1532	ATC Operational Funds	95,000	31,667	63,333	-
	99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
	99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	37,500	-	-
	99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	10,000	-	10,000	-
		subtotal	***$ 195,948***	***$ 69,167***	***$ 73,333***	***$ 53,448***
(2)	99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	$ 12,000	$ 1,796	$ 7,500	$ 2,704
(2)	99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	170	-	930
(2)	99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	1,200	54	-	1,146
(2)	99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	523	-	4,477
(2)	99575100-531230-C1535	Innovation Center Operations (Electricity)	4,400	890	-	3,510
		subtotal	***$ 23,700***	***$ 3,433***	***$ 7,500***	***$ 12,767***
	99575100-579000	Reserve	$ 256,014	$ -	$ -	$ 256,014
		Total	**$ 475,662**	**$ 72,600**	**$ 80,833**	**$ 322,229**

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

(2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, revenues and/or expenses will outpace budget at month end due to the billing/reimbursement delay.

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**356,962**
Revenues collected to date		99,881
Expenditures incurred to date		(72,600)
Fund Balance	**$**	**384,244**
Fund Balance Allocation (forecasted):		
Non-Spendable (unspent/remaining project allocations)	$	126,781
Spendable (available for investment by the Board)		257,462
	$	**384,244**

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
September 30, 2023

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	384,244
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**384,244**
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
Deferred Revenue		-
Due to Other Funds		-
Total Current Liabilities		-
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		-
Fund Balance		
Restricted		126,781
Unallocated		257,462
Total Fund Balance		384,244
Total Liabilities & Fund Balance		**$ 384,244**

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

	Actual Amounts
Revenues	
Rent/Royalties	$ 4,881
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	**99,881**
Expenditures	
Economic Development	132,500
Maintenance Contracts	9,296
Donation to private source	10,000
Utilities - Miscellaneous	1,637
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**153,433**
Excess (deficiency) of revenues over (under) expenditures	(53,552)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(53,552)
Fund Balance, Beginning of Year	**356,962**
Encumbrances	80,833
Fund Balance, End of Year	**384,244**


THE CITY OF
ALPHARETTA
GEORGIA

STAFF REPORT

Department: Community & Economic Development
Submitted By: Kathi Cook
Meeting Date: November 27, 2023

AGENDA ITEM:

Lakeview Encroachment and Indemnification Agreement
Consideration of approval for an Encroachment and Indemnification Agreement with the TPA Group for the installation of a sculpture at the corner of Haynes Bridge Road and Lakeview Parkway within the right-of-way.

STAFF RECOMMENDATION:

Staff is requesting Mayor and Council to approve an Encroachment and Indemnification Agreement with the TPA Group for an easement within the right-of-way for the purpose of installing a privately constructed and funded sculpture at the corner of Haynes Bridge Road and Lakeview Parkway and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THIS PROJECT IS PRIVATELY CONSTRUCTED AND FUNDED.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The developer of Lakeview Park, a mixed-use development located on the corner of Haynes Bridge Road and Georgia 400, has requested an easement at the corner of Lakeview Parkway and Haynes Bridge Road in order to install a sculpture and sign identifying the development. The sculpture was custom designed by Lorenc Design in November of 2022 and approved by the City's Cultural Arts Commission. The right-of-way location at the corner of Lakeview Parkway is the result of an abandoned turn lane.

ALTERNATIVES:

The alternative is not to approve this agreement.

ATTACHMENTS:

1. Encroachment Agreement - Haynes Bridge Rd Lakeview Pkwy Corner Sculpture - Execution Version
2. Encroachment Agreement - Haynes Bridge Rd_Lakeview Pkwy Corner Sculpture - HNZW clean 8.29.23
3. Haynes Bridge Sculpture

AFTER RECORDING, PLEASE RETURN TO:

Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel ID 12-272007440795

ENCROACHMENT AND INDEMNIFICATION AGREEMENT

THIS ENCROACHMENT AND INDEMNIFICATION AGREEMENT (hereinafter "Agreement"), made this _____day of _____ 2023, between the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia (herein referred to as "Grantor" or "City"), and **LWV TPA GA 400 LLC** a Delaware limited liability company, their successors, affiliates and assigns ("Grantee"), WITNESSETH:

WHEREAS, Grantee is the owner of certain real property identified as Tax Parcel ID 12-272007440795, in Alpharetta, Georgia, and further described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Grantee Property"); and

WHEREAS, the City is the owner of certain right-of-way located in Alpharetta, Georgia, at the southwest corner of Lakeview Parkway and Haynes Bridge Road, and more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference (the "City R/W"); and

WHEREAS Grantee intends to construct a sculpture (the "Sculpture") within the City R/W pursuant to the December, 16, 2019 City Council Hearing Item MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village Zoning Condition #23; and

WHEREAS, the City is the beneficiary of a twenty (20) foot stormwater easement within the City R/W as depicted on that certain Survey prepared for the City of Alpharetta, a copy of which is attached hereto and incorporated herein by reference as **Exhibit "C"** (the "Stormwater Easement Area"), pursuant to which, the City maintains a 42-inch RCP storm pipe (the "Storm Pipe") within the Stormwater Easement Area, which facilitates stormwater discharge into the Grantee Property**;** and

WHEREAS, in order to construct and install the Sculpture, Grantee will need to encroach on the City R/W and the twenty (20) foot stormwater easement area in the location depicted on **Exhibit "D"** attached hereto and incorporated herein by reference (the "Encroachment Area"); and

WHEREAS, the City desires that Grantee assume obligations to maintain the portion of the Storm Pipe within the Stormwater Easement Area in a good condition, at Grantee's sole cost and expense; and

WHEREAS, the City and Grantee have reached an agreement to permit Grantee access to and use of the City R/W to allow Grantee to construct, display, repair and maintain the Sculpture within the Encroachment Area, and for Grantee to assume the obligations for maintenance of the portion of the Storm Pipe within the Stormwater Easement Area, but excluding the Excluded Structure (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements, and valuable considerations, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

The City hereby grants to Grantee the right to enter within the Encroachment Area to construct, display, repair and maintain the Sculpture; provided, however, that the location of the Sculpture shall not deviate in any material respect from the Encroachment Area without the prior, written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, nor shall the Sculpture be erected on top of the draining pipe running on the Encroachment Area . The City further grants to Grantee the right to enter the Stormwater Easement Area to repair and maintain the portion of the Storm Pipe within the Stormwater Easement Area, with the exception of the Concentric Cylindrical Structure with a Single Wing Catch Basin top on the northern portion of the Storm Pipe within the Stormwater Easement Area (the "Excluded Structure"), as shown on **Exhibit "C"**, which Excluded Structure Grantee shall have no obligation to repair or maintain. Notwithstanding the foregoing, the rights described herein shall be subject to all applicable federal, state, and municipal laws, ordinances, and regulations; provided, however, that the City shall not consider the construction, display, repair or maintenance of the Sculpture as violative of any municipal laws, ordinances, or regulations as a result of the subject encroachment.

2.

Grantee shall be solely responsible for the regular and timely maintenance and repair of the Sculpture within the Encroachment Area and the Storm Pipe within the Stormwater Easement Area (excluding the Excluded Structure), and Grantee shall bear all costs and expenses incurred in the same. Grantee shall conduct all maintenance and repair of the Sculpture and/or Storm Pipe in a manner that complies with all applicable federal, state, and local laws, ordinances, and regulations.

3.

Grantee will at all times adhere to commercially reasonable management practices and procedures to protect the environment and public motorists in connection with the maintenance or repair of the Sculpture and Storm Pipe.

4.

In the event that Grantee's construction, display, repair or maintenance of the Sculpture or Storm Pipe causes any damage to the City R/W, Grantee shall promptly return the damaged area to its prior condition, entirely at Grantee's own cost and expense. Grantee and/or its employees, agents, or assigns shall perform all work in the City R/W in a good workmanlike manner and in compliance with all applicable governmental laws, ordinances, and regulations.

5.

Grantee shall indemnify and hold harmless the City, its Mayor, City Council Members, employees and contractors from and against any and all claims, losses, damages and expenses, of any person or entity, resulting from or actually or proximately caused by the existence of, operation of, failure of operation of, or maintenance or repair to the Sculpture extending into the Encroachment Area or the failure to maintain the Storm Pipe within the Stormwater Easement Area, except to the extent arising or resulting from the negligence or willful misconduct of the City. For avoidance of doubt, the indemnity and hold harmless in this Section 5 includes (but is not limited to): 1) claims, losses, damages and expenses allegedly incurred or suffered by Grantee arising out of damage to the Sculpture extending into the Encroachment Area as a result of the City's utilization of the City R/W and Encroachment Area; and 2) claims, losses, damages and expenses allegedly incurred or suffered by third parties that are alleged to have been actually or proximately damaged due to Grantee's use of the Encroachment Area in connection with this Agreement.

6.

This Agreement shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated pursuant to the terms of this Agreement.

7.

Grantee may terminate this Agreement by written notice to the City. Upon termination of this Agreement, Grantee shall restore the damage to the Encroachment Area caused by Grantee in connection with Grantee's exercise of its rights granted under this Agreement, and the obligation of Grantee under this Paragraph 7 shall survive termination of this Agreement.

8.

Notwithstanding any other provisions, in the case of an emergency the City may immediately suspend this Agreement without notice in order to protect the health, safety, and welfare of the public.

9.

If Grantee fails to meet any obligation under the terms of this Agreement, the City must give written notice of any such failure to Grantee and give Grantee a commercially reasonable amount of time to cure any defect. Grantee must cure all defects specified by the City in its written notice and within the commercially reasonable time specified by the City, provided, however, if the nature of such breach or default by Grantee is such that it cannot reasonably be cured within the period of time specified by the City, then Grantee shall have such additional time as is reasonably necessary to cure such breach or default so long as Grantee promptly commences such cure after receipt of written notice from the City and thereafter diligently prosecutes same to completion. Failure on the part of Grantee to cure any defects within the allotted time will be grounds for the City to terminate the Agreement. Additionally, the City may, but shall not be required to, cure any such defect continuing after the expiration of the foregoing notice and cure period at the sole cost and expense to Grantee and assess all third-party, out-of-pocket costs actually incurred by the City against Grantee, which costs shall be evidenced by reasonable supporting documentation such as paid invoices or receipts.

10.

This Agreement shall be binding upon Grantee, its assigns, affiliates, and successors and, to the extent allowable by law, upon the City. This Agreement and the rights, covenants, agreements, duties, and obligations set forth in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. The encroachment rights granted to Grantee herein shall benefit Grantee and the successors-in-title to the Grantee Property, and their successors, assigns, tenants and invitees. The foregoing notwithstanding, in the event that Grantee shall convey, transfer, assign or otherwise dispose of all of its interest in the Grantee Property, then Grantee shall thereupon be released and discharged from any and all obligations and liabilities with respect to this Agreement arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon Grantee's successor in title to the Grantee Property. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

11.

This Agreement shall be recorded in the real property records of Fulton County, Georgia, and inure to all subsequent purchasers, transferees, and assigns of Grantee's business or property interest, unless otherwise terminated according to the provisions set forth herein.

12.

All notices, consents, requests, demands, or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to (i) personal delivery; or (ii) delivery by messenger, express, air, or similar courier; and addressed as follows:

CITY:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Pete Sewczwicz, Public Works Director

WITH A COPY TO:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

GRANTEE:

LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, Georgia 30319

WITH A COPY TO:

Holt Ney Zatcoff & Wasserman, LLP
Attn: Derek Krebs
100 Galleria Parkway, Ste 1800
Atlanta, Georgia 30339

13.

This Agreement and the attachments hereto contain the entire understanding between Grantee and the City with respect to the subject encroachment.

14.

If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason, and to the extent, be invalid or unenforceable, the remainder of the Agreement and the application

of such provisions which are not invalid or unenforceable shall not be affected thereby, but rather this Agreement shall be enforced to the greatest extent permitted by law.

[Signatures on Following Pages]

EXHIBIT A

[See attached]

Exhibit A - Grantee Property

LEGEND

A ~ ARC
AC ~ ACRE(S)
AE ~ ACCESS EASEMENT
AGLC ~ ATLANTA GAS LIGHT COMPANY
ASP ~ ASPHALT
BB ~ BOTTOM OF BANK
BC ~ BACK OF CURB
BAC ~ BUILDING CORNER
B.F.E ~ BASE FLOOD ELEVATION
BL ~ BUILDING SETBACK LINE
BM ~ BENCHMARK
BOL ~ BOLLARD POST
BPM ~ BLUE PAINT MARK
BS ~ BOTTOM OF SLOPE
BSO ~ BELLSOUTH TELEPHONE CO.
BSOCM ~ BELLSOUTH CABLE MARKER
BSOMH ~ BELLSOUTH MANHOLE
BW ~ BOTTOM OF WALL
CB ~ CATCH BASIN
CB ~ CATCH BASIN
CCA ~ CORNER CONCRETE APRON
CCW ~ CORNER CONCRETE WALK
CI ~ CURB INLET
CL ~ CENTERLINE
CL ~ CHAINLINK
CMF ~ CONCRETE MONUMENT FOUND
CMP ~ CORRUGATED METAL PIPE
CO ~ CLEANOUT
COMM ~ COMMUNICATION
CT ~ CRIMPED TOP PIPE
CTV ~ CABLE TELEVISION
CW ~ CONCRETE WALK
DB ~ DEED BOOK
DE ~ DRAINAGE EASEMENT
DI ~ DROP INLET
DIP ~ DUCTILE IRON PIPE
DNR ~ DEPT OF NATURAL RESOURCES
DNRMS ~ DNR MONUMENT SET
DR ~ DRIVE
EB ~ ELECTRIC BOX
EMC ~ ELECTRIC MEMBERSHIP CORP.
EOP ~ EDGE OF PAVEMENT
FC ~ FACE OF CURB
F/C ~ FENCE CORNER
FDC ~ FIRE DEPARTMENT CONNECTION
FFE ~ FINISHED FLOOR ELEVATION
FH ~ FIRE HYDRANT
F/L ~ FENCE LINE
FOCM ~ FIBER OPTIC CABLE MARKER
FP ~ FENCE POST
F/P ~ FLAG POLE
GLMP ~ GAS LINE MARKER POST
GM ~ GAS METER
G/P ~ GATE POST
GP ~ GUY POLE
GPC ~ GEORGIA POWER COMPANY
G/R ~ GUARD RAIL
GV ~ GAS VALVE
G/W ~ GUY WIRE
HDPE ~ HIGH DENSITY POLYETHYLENE
H/C ~ HANDICAP PARKING SPACE
HVPP ~ HIGH VOLTAGE POWER POLE
H/W ~ HEADWALL
IRV ~ IRRIGATION CONTROL VALVE
INV ~ INVERT
IPF ~ IRON PIN FOUND
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP
IRF ~ INTERMEDIATE REGIONAL FLOOD
JB ~ JUNCTION BOX
(L) ~ CURVE TO THE LEFT
LA ~ LIMIT OF ACCESS
LL ~ LAND LOT LINE
LLL ~ LAND LOT LINE
LP ~ LAMP POST/LIGHT POLE
LS ~ LANDSCAPED AREA
M/B ~ MAILBOX
MFE ~ MINIMUM FLOOR ELEVATION
MFN ~ METROMEDIA FIBRE NETWORK
MH ~ MANHOLE
MNP ~ MAG NAIL PLACED
MW ~ MONITORING WELL
NF ~ NAIL FOUND
N/F ~ NOW OR FORMERLY
OCS ~ OUTLET CONTROL STRUCTURE
OPF ~ ORANGE PIN FLAG
OPM ~ ORANGE PAINT MARK
OT ~ OPEN TOP PIPE
P ~ PLAT DATA
PB ~ PLAT BOOK
P/B ~ POWER BOX
PG ~ PAGE(S)
PIV ~ POST INDICATOR VALVE
PL ~ PROPERTY LINE
POB ~ POINT OF BEGINNING
POC ~ POINT OF COMMENCING
PM ~ POWER METER
P/P ~ POWER POLE
PS ~ PARKING SPACE(S)
PVC ~ POLYVINYLCHLORIDE PIPE
R ~ RADIUS
(R) ~ CURVE TO THE RIGHT
RCP ~ REBAR CAP
RCP ~ REINFORCED CONCRETE PIPE
RPF ~ RED PIN FLAG
RPM ~ RED PAINT MARK
RR ~ RAILROAD
R/T ~ RETAINING
R/W ~ RIGHT OF WAY
SF ~ SQUARE FEET
S/P ~ SERVICE POLE
SS ~ SANITARY SEWER
SSE ~ SANITARY SEWER EASEMENT
S/W ~ SIDEWALK
T ~ TELEPHONE LINE
TJB ~ TRAFFIC SIGNAL BOX
TJD ~ TRENCH DRAIN
TBM ~ TEMPORARY BENCHMARK
TOC ~ TOP OF CURB
T/P ~ TELEPHONE POLE
TP ~ TRAFFIC POLE
TRANS ~ TRANSMISSION
TS ~ TRAFFIC SIGNAL
TSI ~ TRAFFIC SIGN
TW ~ TOP OF WALL
T/W ~ TEST WELL
U/G ~ UNDERGROUND
VB ~ VALVE BOX
VMP ~ VALVE MARKER POST
W ~ WATER LINE
WF ~ WETLAND FLAG
WHF ~ WROUGHT IRON FENCE
WM ~ WATER METER
WV ~ WATER VALVE
X ~ CORNER
Y1 ~ YARD INLET
YPF ~ YELLOW PIN FLAG
YPM ~ YELLOW PAINT MARK

SYMBOL LEGEND

A/C ~ AIR CONDITIONING UNIT
BFP ~ BACKFLOW PREVENTOR
BOLL ~ BOLLARD
BSO ~ BSO/ATT/CONN BOX
BSOMH ~ BSO/ATT/CONN MANHOLE
CMF ~ CONCRETE MONUMENT FOUND
CO ~ CLEANOUT
CON ~ CONDUIT
CTV ~ CABLE TV BOX
DI ~ DROP INLET
FOCM ~ FIBER OPTIC CABLE MARKER
FDC ~ FIRE DEPT CONNECTION
FH ~ FIRE HYDRANT
GLMP ~ GAS LINE MARKER POST
GM ~ GAS METER
GV ~ GAS VALVE
GT ~ GREASE TRAP
GL ~ GROUND LIGHT
GP ~ GUYPOLE
GW ~ GUYWIRE
IRV ~ IRRIGATION CONTROL VALVE
IPF ~ IRON PIN FOUND
IPP ~ IRON PIN PLACED
JB ~ JUNCTION BOX
LP ~ LAMP POST/LIGHT POLE
MB ~ MAILBOXOX
MW ~ MONITORING WELL
PMTMTR ~ UTILITY PMNT MARK
PKMTR ~ PARKING METER
PWCON ~ POWER CONDUIT
PJB ~ POWERDELL BOX
P/P ~ POWER POLE
PM ~ POWER MANHOLE
PMTR ~ POWER METER
SSMH ~ SANITARY SEWER MANHOLE
SOB ~ SIGN
TJB ~ TRAFFIC SIGNAL BOX
TP ~ TRAFFIC POLE
TS ~ TRAFFIC SIGNAL
TRANS ~ TRANSFORMER
TREE ~ TREE
UB ~ UTILITY BOX
UM ~ UTILITY MANHOLE
UP ~ UTILITY POLE
VMP ~ VALVE MARKER POST
WM ~ WATER METER
WMH ~ WATER MANHOLE
WV ~ WATER VALVE
WVT ~ WATER LINE MARKER POST
CATV ~ CABLE TV
F/L ~ FENCE LINE
P/L ~ POWER LINE
TRANSMISSION LINE
POWER & TELEPHONE
SAN ~ SANITARY SEWER LINE
STORM LINE
TELEPHONE LINE
UG POWER
UG TEL
WATER LINE

R/W DETAIL
(NOT TO SCALE)

R/W RED-1
0.00020 AC
9 SF

R/W RED-2
0.03008 AC
1,310 SF

LINE	DISTANCE	BEARING
L32	92.95	S33°32'09"E
L33	9.01	S63°50'42"W
L34	2.56	S39°23'33"W
L35	128.01	N22°27'08"W
L36	33.48	N25°19'12"W

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C25	364.78	S23°49'43"E	4509.13	364.68
C26	154.21	N23°53'10"W	3081.04	154.19
C27	142.33	N26°25'06"W	3711.94	142.33
C28	8.15	S30°22'19"E	100.00	8.14
C29	56.63	S27°40'41"E	4507.13	56.63
C30	64.77	N28°01'00"W	3711.94	64.76

MORRISON PARKWAY
PUBLIC VARIABLE R/W
DB26985/PG338

LAKEVIEW PARKWAY
100' PUBLIC VARIABLE R/W
PB209/PG41

PREVIOUSLY SUBD. AS
LOT 3 " GEORGIA 400 CENTER
PB 403/ PG 115

N/F
KBS SDI GEORGIA
400 CENTER, LLC
DB60110/PG497

PREVIOUSLY SUBD. AS
LOT 4 " GEORGIA 400 CENTER
PB 403/ PG 115

PREVIOUSLY SUBD. AS
LOT 2 " GEORGIA 400 CENTER
PB 403/ PG 115

PREVIOUSLY SUBD. AS
LOT 1 " GEORGIA 400 CENTER
PB 403/ PG 115

FULTON COUNTY MONUMENT F-425
N 1485922.368 (NAD 83)
E 2825986.638 (NAD 83)
ELEVATION = 1102.85 (NAVD 88)

FULTON COUNTY MONUMENT F-426
N 1485295.375 (NAD 83)
E 2826647.531 (NAD 83)
ELEVATION = 1133.58 (NAVD 88)

FULTON COUNTY MONUMENT F-421
N 1478947.863 (NAD 83)
E 2825921.382 (NAD 83)
ELEVATION = 1106.14 (NAVD 88)

SITE BM
ELEV = 1071.16

R=1670.00'
Lc=154.61'
N88°42'33"E
A=154.67' (L)

A=122.24' (L)
S50°19'17"E
Lc=110.69
R=80.00'

A=263.05' (L)
S18°18'47"E
Lc=261.16'
R=632.50'

R=632.50'
Lc=522.57'
S85°19'36"E
A=536.71'L

R=632.50'
Lc=43.71'
N83°43'36"E
A=43.72'L

R=4818.46'
Lc=216.89'
N61°16'55"E
A=216.91'L

R=100.00'
Lc=147.14'
S80°04'15"E
A=169.33'R

R=3711.94'
Lc=187.76'
S27°04'03"E
A=187.78'

R=3081.04'
Lc=154.19'
S23°53'10"E
A=154.21'

A=94.16'R
N15°37'16"W
Lc=89.19'
R=83.00'

A=47.03'L
S40°55'03"E
Lc=45.92'
R=62.26'

A=103.37'R
S29°33'09"E
Lc=97.75'
R=89.75'

A=72.73'L
S22°36'11"E
Lc=70.25'
R=80.00'

A=138.04'L
S80°53'18"E
Lc=130.87'
R=122.66'

N83°13'01"E 47.47'
N35°42'05"E 27.82'
N16°55'44"E 170.47'
N44°20'46"E 175.36'
N02°18'29"E 435.55'
S80°04'15"E 305.85'
S39°44'27"E 9.36'
N41°55'44"E 45.79'
N41°55'44"E 248.91'
S48°07'16"E 200.85'
N48°07'16"W 265.08'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 85.75'
N49°59'53"E 64.00'
S39°08'04"E 224.15'
S40°00'07"E 224.24'
S40°00'07"E 64.00'
S40°00'07"E 224.24'
N40°00'07"W 224.24'
N40°00'07"W 64.00'
N40°00'07"W 224.24'
S49°59'53"W 344.95'
S49°59'53"W 344.95'
S49°59'53"W 344.95'
S49°59'53"W 344.95'
S49°59'53"W 85.75'
S49°59'53"W 64.00'
N40°00'07"W 224.24'
S40°00'07"E 224.24'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 344.95'
N49°59'53"E 85.75'
N49°59'53"E 64.00'
S40°00'07"E 224.24'
S40°00'07"E 64.00'
S40°00'07"E 224.24

EXHIBIT B

[See attached]

Exhibit B - City R/W

LEGEND

A = ARC
AC = ACRE(S)
AE = ACCESS EASEMENT
AGLC = ATLANTA GAS LIGHT COMPANY
ASP = ASPHALT
BB = BOTTOM OF BANK
BC = BACK OF CURB
BAC = BUILDING CORNER
B.F.E = BASE FLOOD ELEVATION
BL = BUILDING SETBACK LINE
BM = BENCHMARK
BOL = BOLLARD/POST
BPM = BLUE PAINT MARK
BS = BOTTOM OF SLOPE
BSO = BELLSOUTH TELEPHONE CO.
BSOCM = BELLSOUTH CABLE MARKER
BSOMH = BELLSOUTH MANHOLE
BW = BOTTOM OF WALL
CB = CATCH BASIN
CB = CATCH BASIN
CCA = CORNER CONCRETE APRON
CCW = CORNER CONCRETE WALK
CI = CURB INLET
CL = CENTERLINE
CL = CHAINLINK
CMF = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CO = CLEANOUT
COMM = COMMUNICATION
CT = CRIMPED TOP PIPE
CTV = CABLE TELEVISION
CW = CONCRETE WALK
DB = DEED BOOK
DE = DRAINAGE EASEMENT
DI = DROP INLET
DIP = DUCTILE IRON PIPE
DNR = DEPT OF NATURAL RESOURCES
DNRMS = DNR MONUMENT SET
DR = DRIVE
EB = ELECTRIC BOX
EMC = ELECTRIC MEMBERSHIP CORP.
EOP = EDGE OF PAVEMENT
FC = FACE OF CURB
F/C = FENCE CORNER
FDC = FIRE DEPARTMENT CONNECTION
FFE = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
F/L = FENCE LINE
FOCM = FIBER OPTIC CABLE MARKER
FP = FENCE POST
F/P = FLAG POLE
GLMP = GAS LINE MARKER POST
GM = GAS METER
G/P = GATE POST
GP = GUY POLE
GPC = GEORGIA POWER COMPANY
G/R = GUARD RAIL
GV = GAS VALVE
G/W = GUY WIRE
HDPE = HIGH DENSITY POLYETHYLENE
H/C = HANDICAP PARKING SPACE
HVPP = HIGH VOLTAGE POWER POLE
H/W = HEADWALL
IRV = IRRIGATION CONTROL VALVE
INV = INVERT
IPF = IRON PIN FOUND
IPP = IRON PIN PLACED 1/2" RB W/ CAP
IRF = INTERMEDIATE REGIONAL FLOOD
JB = JUNCTION BOX
(L) = CURVE TO THE LEFT
L/A = LIMIT OF ACCESS
LL = LAND LOT LINE
LLL = LAND LOT LINES
LP = LAMP POST/LIGHT POLE
L/S = LANDSCAPED AREA
M/B = MAILBOX
MFE = MINIMUM FLOOR ELEVATION
MFN = METROMEDIA FIBRE NETWORK
MH = MANHOLE
MNP = MAG NAIL PLACED
MW = MONITORING WELL
NF = NAIL FOUND
N/F = NOW OR FORMERLY
OCS = OUTLET CONTROL STRUCTURE
OPF = ORANGE PIN FLAG
OPM = ORANGE PAINT MARK
OT = OPEN TOP PIPE
PB = PLAT BOOK
PB = PLAT BOOK
P/B = POWER BOX
PG = PAGE(S)
PIV = POST INDICATOR VALVE
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCING
PM = POWER METER
P/P = POWER POLE
PS = PARKING SPACE(S)
PVC = POLYVINYLCHLORIDE PIPE
R = RADIUS
(R) = CURVE TO THE RIGHT
RCP = RCP PIPE
RCP = REINFORCED CONCRETE PIPE
RPF = RED PIN FLAG
RPM = RED PAINT MARK
RR = RAILROAD
R/T = RETAINING
R/W = RIGHT OF WAY
SF = SQUARE FEET
S/P = SERVICE POLE
SS = SANITARY SEWER
SSE = SANITARY SEWER EASEMENT
S/W = SIDEWALK
T = TELEPHONE LINE
T/B = TRAFFIC SIGNAL BOX
TID = TRENCH DRAIN
TBM = TEMPORARY BENCHMARK
T/C = TOP OF CURB
T/P = TELEPHONE POLE
TP = TRAFFIC POLE
TRANS = TRANSMISSION
T/S = TRAFFIC SIGNAL
TSI = TRAFFIC SIGN
TW = TOP OF WALL
T/W = TEST WELL
U/G = UNDERGROUND
VB = VALVE BOX
VMP = VALVE MARKER POST
W = WATER LINE
WF = WETLAND FLAG
WIF = WROUGHT IRON FENCE
WM = WATER METER
WV = WATER VALVE
X = CORNER
Y/I = YARD INLET
YPF = YELLOW PIN FLAG
YPM = YELLOW PAINT MARK

SYMBOL LEGEND

AIR CONDITIONING UNIT
BACKFLOW PREVENTER
BOLLARD
BSO/ATT/COMM BOX
BSO/ATT/COMM MANHOLE
CONCRETE MONUMENT FOUND
CLEANOUT
CONDUIT
CABLE TV BOX
DROP INLET
FIBER OPTIC CABLE MARKER
FIRE DEPT CONNECTION
FIRE HYDRANT
GAS LINE MARKER POST
GAS METER
GAS METER
GAS VALVE
GREASE TRAP
GROUND LIGHT
GUYPOLE
GUYWIRE
IRRIGATION CONTROL VALVE
IRON PIN FOUND
HEADWALL
JUNCTION BOX
LAMP POST/LIGHT POLE
MAIL BOX/KIOSK
MONITORING WELL
UTILITY PAINT MARK
PARKING METER
POWER CONDUIT
POWERDELL BOX
POWER POLE
POWER MANHOLE
POWER METER
TEMPORARY SEWER MANHOLE
SIGN
T/B
TRAFFIC SIGNAL BOX
TRAFFIC POLE
TRAFFIC SIGNAL
TRANSFORMER
TREE
UTILITY BOX
UTILITY MANHOLE
UTILITY POLE
VALVE MARKER POST
WATER LINE MARKER POST
WATER MANHOLE
WATER METER
WATER VALVE
CROSS WALK SIGNAL POLE
CABLE TV
FENCE LINE
POWER LINE
TRANSMISSION LINE
POWER & TELEPHONE
SANITARY SEWER LINE
STORM LINE
TELEPHONE LINE
UG POWER
UG TEL
WATER LINE

R/W RED-1
0.00020 AC
9 SF

R/W RED-2
0.03008 AC
1,310 SF

LINE	DISTANCE	BEARING
L32	92.95	S33°32'09"E
L33	9.01	S63°50'42"W
L34	2.56	S39°23'33"W
L35	128.01	N22°27'08"W
L36	33.48	N25°19'12"W

LINE	ARC	CHORD BEARING	RADIUS	CHORD
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C26	154.21	N23°53'10"W	3081.04	154.19
C27	142.33	N26°25'06"W	3711.94	142.33
C28	8.15	S30°22'19"E	100.00	8.14
C29	56.63	S27°40'41"E	4507.13	56.63
C30	64.77	N28°01'00"W	3711.94	64.76

R/W DETAIL
(NOT TO SCALE)

MORRISON PARKWAY
PUBLIC VARIABLE R/W
DB26985/PG338

LAKEVIEW PARKWAY
100' PUBLIC VARIABLE R/W
PB209/PG41

City R/W
(hatched area is not comprehensive outline of City R/W)

R/W DED-1
SEE DETAIL

R/W DED-2
SEE DETAIL

SITE BM
ELEV = 891.16

FULTON COUNTY MONUMENT F-435
N 1485922.368 (NAD 83)
E 2352566.838 (NAD 83)
ELEVATION = 1027.85 (NAVD 88)

FULTON COUNTY MONUMENT F-105
N 1485295.375 (NAD 83)
E 1229647.531 (NAD 83)
ELEVATION = 1133.58 (NAVD 88)

FULTON COUNTY MONUMENT F-421
N 1478567.863 (NAD 83)
E 2352921.382 (NAD 83)
ELEVATION = 1036.14 (NAVD 88)

PREVIOUSLY SUBD. AS
LOT 1 " GEORGIA 400 CENTER
PB 403/ PG 115

PREVIOUSLY SUBD. AS
LOT 3 " GEORGIA 400 CENTER
PB 403/ PG 115

N/F
KBS SDI GEORGIA
400 CENTER, LLC
DB60110/PG497

PREVIOUSLY SUBD. AS
LOT 2 " GEORGIA 400 CENTER
PB 403/ PG 115

PREVIOUSLY SUBD. AS
LOT 4C OF GEORGIA 400 CENTER
PB 403/ PG 114

LOT 4D-6
1.96742 AC
85,701 SF

LOT 4D-5
4.95936 AC
216,030 SF

LOT 4D-4
0.17192 AC
7,490 SF

LOT 4D-8
1.00251 AC
43,673 SF

LOT 4D-2
6.46892 AC
281,786 SF

LOT 4D-12
0.09410 AC
4,099 SF

LOT 4D-3
1.62096 AC
70,606 SF

LOT 4D-13
0.71902 AC
31,319 SF

LOT 4D-10
0.12623 AC
5,497 SF

LOT 4D-11
0.01635 AC
712 SF

LOT 4D-1
0.46963 AC
21,000 SF

LOT 4D-2
0.06227 AC
2,713 SF

LOT 4D-3
3.30408 AC
143,926 SF

LOT 4D-9
1.62096 AC
70,606 SF

INTERIOR IMPROVEMENTS NOT SHOWN. SITE UNDER CONSTRUCTION.

UNDERGROUND DETENTION FACILITY

LAKE STREET
PUBLIC ACCESS-PRIVATELY MAINTAINED
SEE UNDERGROUND STORM DETENTION FACILITY DETAIL
WIDTH VARIES 18' TO 29'

EXHIBIT C

[See attached]

Exhibit C - 20' City Stormwater Easement

SURVEYORS NOTES:

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

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

3. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.

4. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NON-EXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.

5. BASIS OF BEARING SHOWN HEREON (GRID NORTH, WEST ZONE) WAS BASED ON FULTON COUNTY GPS MARTA MONUMENT # F 421 USING A LEICA GPS SYSTEM 500 ON OCTOBER 16, 2015. ALL DIMENSIONS SHOWN HEREON ARE AT GROUND LEVEL.

6. THIS PROPERTY WAS ORIGINALLY SUBDIVIDED AS LOT 4D, GEORGIA 400 CENTER, PER MINOR SUBDIVISION PLAT RECORDED IN PB 433, PGS 14-17, FULTON COUNTY, GEORGIA RECORDS.

PROJECT BENCHMARK:

FULTON COUNTY GIS MONUMENT F421 AZIMUTH MARK
ALIAS: MARTA F 108 1989

ELEVATION: 1106.139 NAVD88 (CORPSCON CONVERSION)

MARK IS IN THE NORTHEAST CORNER OF KIMBALL OVERPASS AT INTERSECTION OF INTERSTATE HIGHWAY 19/HIGHWAY 400 AND KIMBALL BRIDGE ROAD. MARK IS FIXED INTO BACK OF CURB AT WITNESS POST.

SITE BENCHMARK:

CHISELED SQUARE IN THE TOP OF CURB ISLAND ON THE NORTH SIDE OF LAKEVIEW PARKWAY AT THE ENTRANCE TO THE 2400 LAKEVIEW PARKWAY BUILDING. SAID CHISELED SQUARE BEING APPROXIMATELY 350 FEET SOUTHWEST OF THE CENTERLINE OF HAYNES BRIDGE ROAD.

ELEVATION: 1071.39 NAVD88

BENCHMARK TIE ESTABLISHED BY STATIC GPS OBSERVATIONS ON OCTOBER 21, 2015 USING A LEICA GPS SR-530 ON MULTIPLE SURVEY CONTROL POINTS THAT HAVE BEEN RECOVERED AS PART OF THIS SURVEY.

WATTS & BROWNING ENGINEERS, INC. HAS EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) AND BY GRAPHICALLY PLOTTING THE LOCATION OF THE SUBJECT PROPERTY ONTO FULTON COUNTY FIRM MAP NUMBER 13121C0066F DATED SEPT 18, 2013 THE REFERENCED PROPERTY IS LOCATED IN THE ZONES LISTED BELOW:
ZONE AE: BASE FLOOD ELEVATIONS DETERMINED.

ZONE X (UNSHADED): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE FLOOD LINE, AS SHOWN, WAS PROVIDED DIGITALLY BY THE CITY OF ALPHARETTA, AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PUBLISHED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.

●	GL	GROUND LIGHT	M	T/S	TRAFFIC SIGNAL
✕	SP	GUYPOLE	⚠	TRANS	TRANSFORMER
(	GW	GUYWIRE	✪	TREE	TREE
					UG POWER
					UG TEL
					WATER LINE

Excluded Structure
ID # 34879

Concentric Cylindrical Structure
with Single Wing Catch Basin Top

20' City Stormwater
Easement

BENCHMARK
CHISELED SQUARE IN /
TOP OF CURB LINE
ELEV=1071.39'

MATCHLINE

MATCHLINE

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

LOCAL MARTA - WEST ZONE

SCALE:	1" = 20'
DATE SURVEYED:	09/21/2021
DATE UPDATED:	N/A
SURVEYED BY:	JDN
DATE DRAFTED:	10/25/2021
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	MGR
FIELD BOOK #:	2795
JOB NUMBER:	200107
FOLDER NUMBER:	200107
COGO FILE:	N/A
DISC FILE:	200107 TOPO LAKEVIEW-HAYNES
COUNTY/LL/D/S:	FULTON/752/1/2
PLAT FILE:	0
SHEET:	1 OF 2

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 654-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	12/13/21	DGJ	ADD INFO RELATED TO UTILITIES.

GEORGIA REGISTERED LAND SURVEYOR BROCK J. BUCHHOLZ

TOPOGRAPHIC SURVEY FOR
LWV TPA GA 400 LLC
LOCATED IN
LAND LOT 752
1ST DISTRICT, 2ND SECTION
FULTON COUNTY, GEORGIA

EXHIBIT D

[See attached]

Exhibit D - Encroachment Area

SURVEYORS NOTES:

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

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●	GA	GROUND LIGHT	H	TS	TRAFFIC SIGNAL
✕	GP	GUYPOLE	TRANS		TRANSFORMER
(	GW	GUYWIRE	TREE		TREE
					UG POWER
					UG TEL
					WATER LINE

Encroachment Area

MATCHLINE

MATCHLINE

GRAPHIC SCALE

20 0 20 40

(IN FEET)
1 inch = 20 ft.

LOCAL MARTA - WEST ZONE

SCALE:	1" = 20'
DATE SURVEYED:	09/21/2021
DATE UPDATED:	N/A
SURVEYED BY:	JDN
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FIELD BOOK #:	2795
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DISC FILE:	200107 TOPO LAKEVIEW-HAYNES
COUNTY/LL/D/S:	FULTON/752/1/2
PLAT FILE:	0
SHEET:	1 OF 2

WATTS & BROWNING ENGINEERS, INC.
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REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	12/13/21	DGJ	ADD INFO RELATED TO UTILITIES.

GEORGIA REGISTERED LAND SURVEYOR BRUCE J. BUCHHOLZ

TOPOGRAPHIC SURVEY FOR

LWV TPA GA 400 LLC

LOCATED IN

LAND LOT 752
1ST DISTRICT, 2ND SECTION
FULTON COUNTY, GEORGIA

AFTER RECORDING, PLEASE RETURN TO:

Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel ID 12-272007440795

ENCROACHMENT AND INDEMNIFICATION AGREEMENT

THIS ENCROACHMENT AND INDEMNIFICATION AGREEMENT (hereinafter "Agreement"), made this _____day of _____ 2023, between the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia (herein referred to as "Grantor" or "City"), and **LWV TPA GA 400 LLC** a Delaware limited liability company, their successors, affiliates and assigns ("Grantee"), WITNESSETH:

WHEREAS, Grantee is the owner of certain real property identified as Tax Parcel ID 12-272007440795, in Alpharetta, Georgia, and further described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Grantee Property"); and

WHEREAS, the City is the owner of certain right-of-way located in Alpharetta, Georgia, at the southwest corner of Lakeview Parkway and Haynes Bridge Road, and more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference (the "City R/W"); and

WHEREAS Grantee intends to construct a sculpture (the "Sculpture") within the City R/W pursuant to the December, 16, 2019 City Council Hearing Item MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village Zoning Condition #23; and

WHEREAS, the City is the beneficiary of a twenty (20) foot stormwater easement within the City R/W as depicted on that certain Survey prepared for the City of Alpharetta, a copy of which is attached hereto and incorporated herein by reference as **Exhibit "C"** (the "Stormwater Easement Area"), pursuant to which, the City maintains a 42-inch RCP storm pipe (the "Storm Pipe") within the Stormwater Easement Area, which facilitates stormwater discharge into the Grantee Property**;** and

WHEREAS, in order to construct and install the Sculpture, Grantee will need to encroach on the City R/W and the twenty (20) foot stormwater easement area in the location depicted on **Exhibit "D"** attached hereto and incorporated herein by reference (the "Encroachment Area"); and

WHEREAS, the City desires that Grantee assume obligations to maintain the portion of the Storm Pipe within the Stormwater Easement Area in a good condition, at Grantee's sole cost and expense; and

WHEREAS, the City and Grantee have reached an agreement to permit Grantee access to and use of the City R/W to allow Grantee to construct, display, repair and maintain the Sculpture within the Encroachment Area, and for Grantee to assume the obligations for maintenance of the portion of the Storm Pipe within the Stormwater Easement Area, but excluding the Excluded Structure (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements, and valuable considerations, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

The City hereby grants to Grantee the right to enter within the Encroachment Area to construct, display, repair and maintain the Sculpture; provided, however, that the location of the Sculpture shall not deviate in any material respect from the Encroachment Area without the prior, written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, nor shall the Sculpture be erected on top of the draining pipe running on the Encroachment Area . The City further grants to Grantee the right to enter the Stormwater Easement Area to repair and maintain the portion of the Storm Pipe within the Stormwater Easement Area, with the exception of the Concentric Cylindrical Structure with a Single Wing Catch Basin top on the northern portion of the Storm Pipe within the Stormwater Easement Area (the "Excluded Structure"), as shown on **Exhibit "C"**, which Excluded Structure Grantee shall have no obligation to repair or maintain. Notwithstanding the foregoing, the rights described herein shall be subject to all applicable federal, state, and municipal laws, ordinances, and regulations; provided, however, that the City shall not consider the construction, display, repair or maintenance of the Sculpture as violative of any municipal laws, ordinances, or regulations as a result of the subject encroachment.

2.

Grantee shall be solely responsible for the regular and timely maintenance and repair of the Sculpture within the Encroachment Area and the Storm Pipe within the Stormwater Easement Area (excluding the Excluded Structure), and Grantee shall bear all costs and expenses incurred in the same. Grantee shall conduct all maintenance and repair of the Sculpture and/or Storm Pipe in a manner that complies with all applicable federal, state, and local laws, ordinances, and regulations.

3.

Grantee will at all times adhere to commercially reasonable management practices and procedures to protect the environment and public motorists in connection with the maintenance or repair of the Sculpture and Storm Pipe.

4.

In the event that Grantee's construction, display, repair or maintenance of the Sculpture or Storm Pipe causes any damage to the City R/W, Grantee shall promptly return the damaged area to its prior condition, entirely at Grantee's own cost and expense. Grantee and/or its employees, agents, or assigns shall perform all work in the City R/W in a good workmanlike manner and in compliance with all applicable governmental laws, ordinances, and regulations.

5.

Grantee shall indemnify and hold harmless the City, its Mayor, City Council Members, employees and contractors from and against any and all claims, losses, damages and expenses, of any person or entity, resulting from or actually or proximately caused by the existence of, operation of, failure of operation of, or maintenance or repair to the Sculpture extending into the Encroachment Area or the failure to maintain the Storm Pipe within the Stormwater Easement Area, except to the extent arising or resulting from the negligence or willful misconduct of the City. For avoidance of doubt, the indemnity and hold harmless in this Section 5 includes (but is not limited to): 1) claims, losses, damages and expenses allegedly incurred or suffered by Grantee arising out of damage to the Sculpture extending into the Encroachment Area as a result of the City's utilization of the City R/W and Encroachment Area; and 2) claims, losses, damages and expenses allegedly incurred or suffered by third parties that are alleged to have been actually or proximately damaged due to Grantee's use of the Encroachment Area in connection with this Agreement.

6.

This Agreement shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated pursuant to the terms of this Agreement.

7.

Grantee may terminate this Agreement by written notice to the City. Upon termination of this Agreement, Grantee shall restore the damage to the Encroachment Area caused by Grantee in connection with Grantee's exercise of its rights granted under this Agreement, and the obligation of Grantee under this Paragraph 7 shall survive termination of this Agreement.

8.

Notwithstanding any other provisions, in the case of an emergency the City may immediately suspend this Agreement without notice in order to protect the health, safety, and welfare of the public.

9.

If Grantee fails to meet any obligation under the terms of this Agreement, the City must give written notice of any such failure to Grantee and give Grantee a commercially reasonable amount of time to cure any defect. Grantee must cure all defects specified by the City in its written notice and within the commercially reasonable time specified by the City, provided, however, if the nature of such breach or default by Grantee is such that it cannot reasonably be cured within the period of time specified by the City, then Grantee shall have such additional time as is reasonably necessary to cure such breach or default so long as Grantee promptly commences such cure after receipt of written notice from the City and thereafter diligently prosecutes same to completion. Failure on the part of Grantee to cure any defects within the allotted time will be grounds for the City to terminate the Agreement. Additionally, the City may, but shall not be required to, cure any such defect continuing after the expiration of the foregoing notice and cure period at the sole cost and expense to Grantee and assess all third-party, out-of-pocket costs actually incurred by the City against Grantee, which costs shall be evidenced by reasonable supporting documentation such as paid invoices or receipts.

10.

This Agreement shall be binding upon Grantee, its assigns, affiliates, and successors and, to the extent allowable by law, upon the City. This Agreement and the rights, covenants, agreements, duties, and obligations set forth in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. The encroachment rights granted to Grantee herein shall benefit Grantee and the successors-in-title to the Grantee Property, and their successors, assigns, tenants and invitees. The foregoing notwithstanding, in the event that Grantee shall convey, transfer, assign or otherwise dispose of all of its interest in the Grantee Property, then Grantee shall thereupon be released and discharged from any and all obligations and liabilities with respect to this Agreement arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon Grantee's successor in title to the Grantee Property. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

11.

This Agreement shall be recorded in the real property records of Fulton County, Georgia, and inure to all subsequent purchasers, transferees, and assigns of Grantee's business or property interest, unless otherwise terminated according to the provisions set forth herein.

12.

All notices, consents, requests, demands, or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to (i) personal delivery; or (ii) delivery by messenger, express, air, or similar courier; and addressed as follows:

CITY:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Pete Sewczwicz, Public Works Director

WITH A COPY TO:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

GRANTEE:

LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, Georgia 30319

WITH A COPY TO:

Holt Ney Zatcoff & Wasserman, LLP
Attn: Derek Krebs
100 Galleria Parkway, Ste 1800
Atlanta, Georgia 30339

13.

This Agreement and the attachments hereto contain the entire understanding between Grantee and the City with respect to the subject encroachment.

14.

If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason, and to the extent, be invalid or unenforceable, the remainder of the Agreement and the application

of such provisions which are not invalid or unenforceable shall not be affected thereby, but rather this Agreement shall be enforced to the greatest extent permitted by law.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

GRANTEE:

LWV TPA GA 400 LLC

By: LWV TPA GA 400 Holdings, LLC, a Delaware limited liability company, its sole member

By: TG GA 400 LLC, a Georgia limited liability company, its Manager

By: _____(Seal)

Name: J. Bradford Smith

Title: Manager

Signed, Sealed, and Delivered in the presence of:

_____
Witness

_____
Notary Public

{AFFIX NOTARY SEAL AND STAMP}

My Commission Expires_____

GRANTOR:

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Jim Gilvin
Title: Mayor

Signed, Sealed, and Delivered in the presence of:

_____
Witness

_____
Notary Public

{AFFIX NOTARY SEAL AND STAMP}

My Commission Expires_____

Approved as to Form:

_____
Jennifer McCall, City Attorney

EXHIBIT A

[See attached]

EXHIBIT B

[See attached]

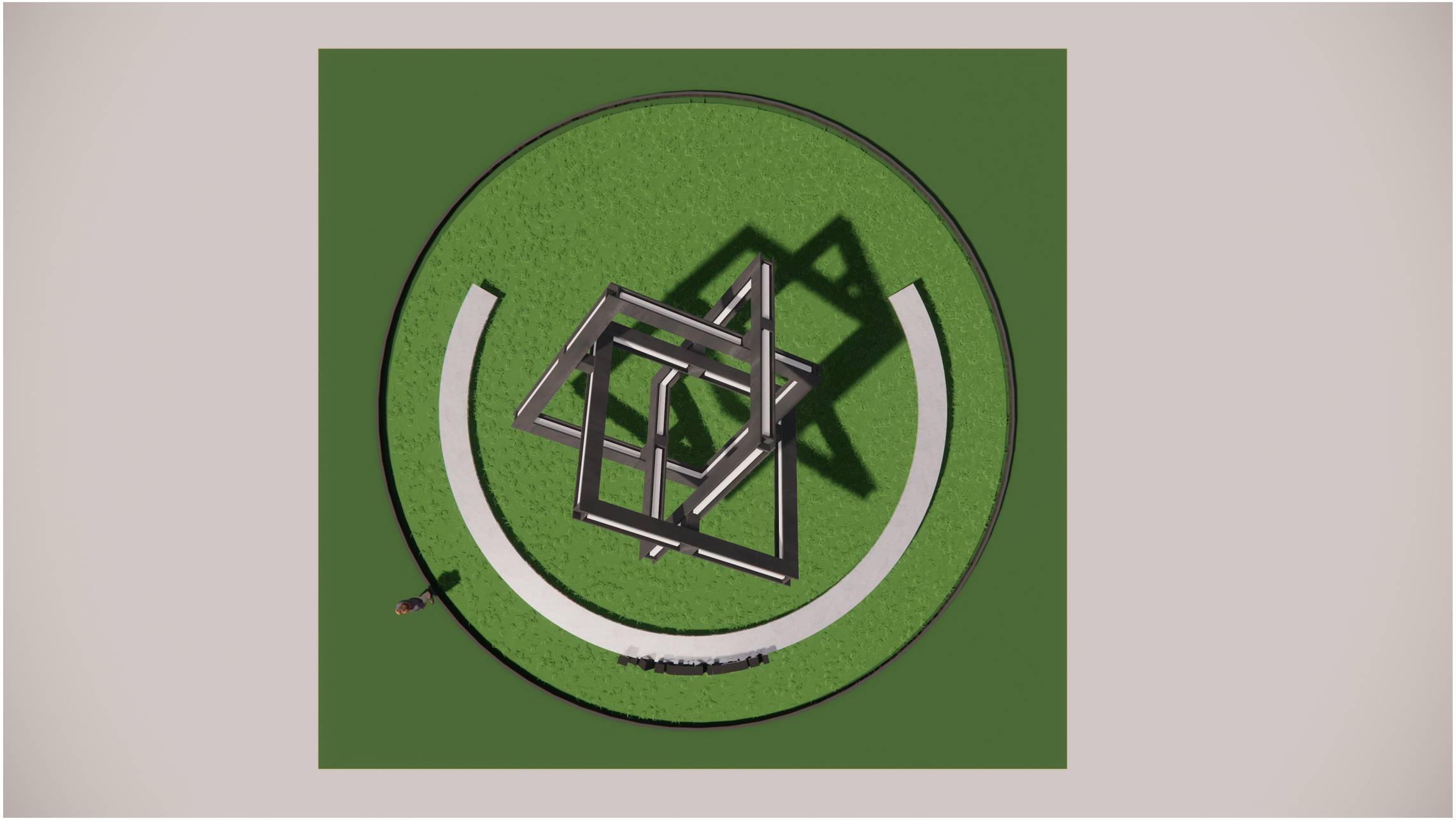
EXHIBIT C

[See attached]

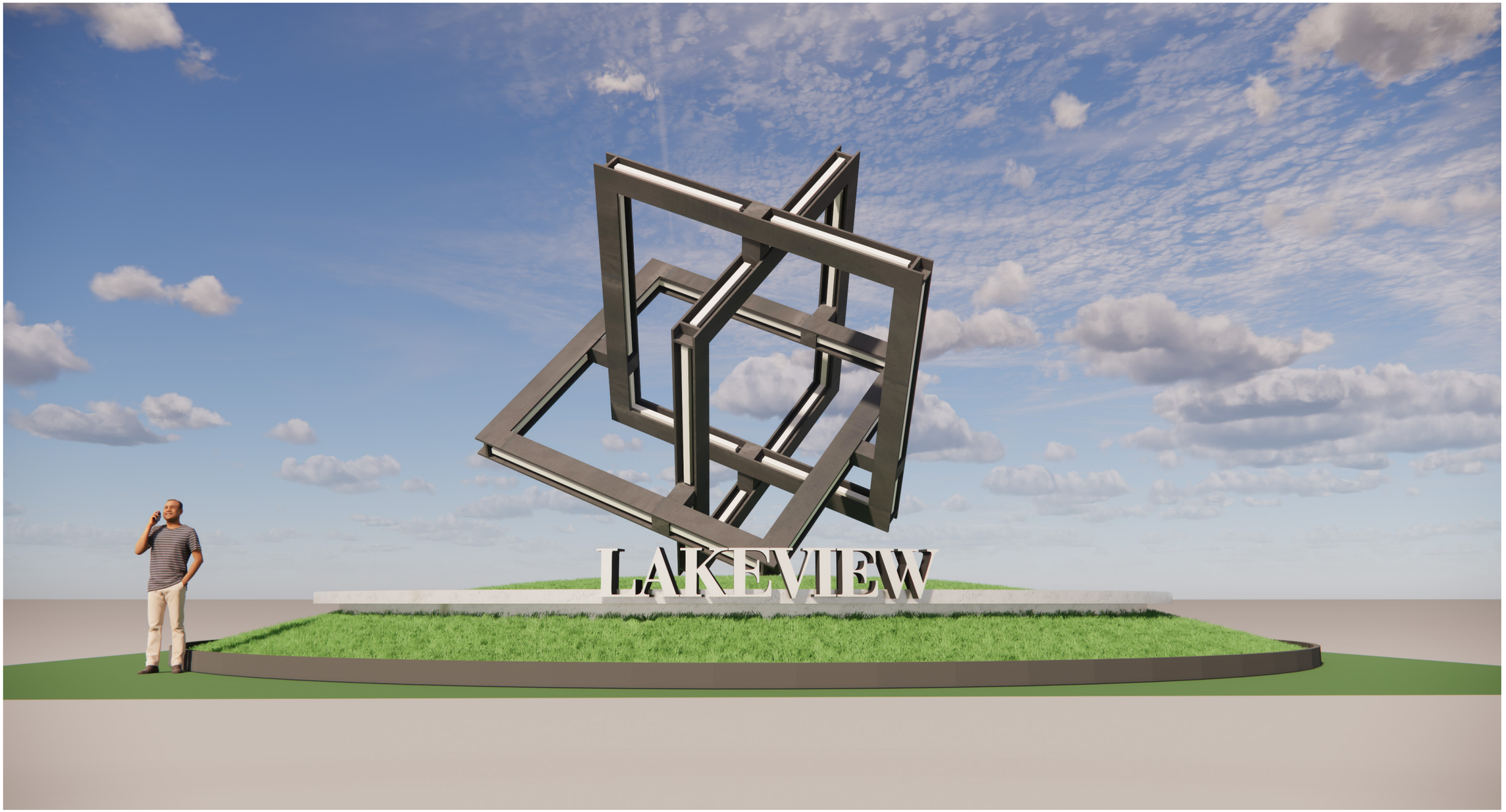
EXHIBIT D

[See attached]

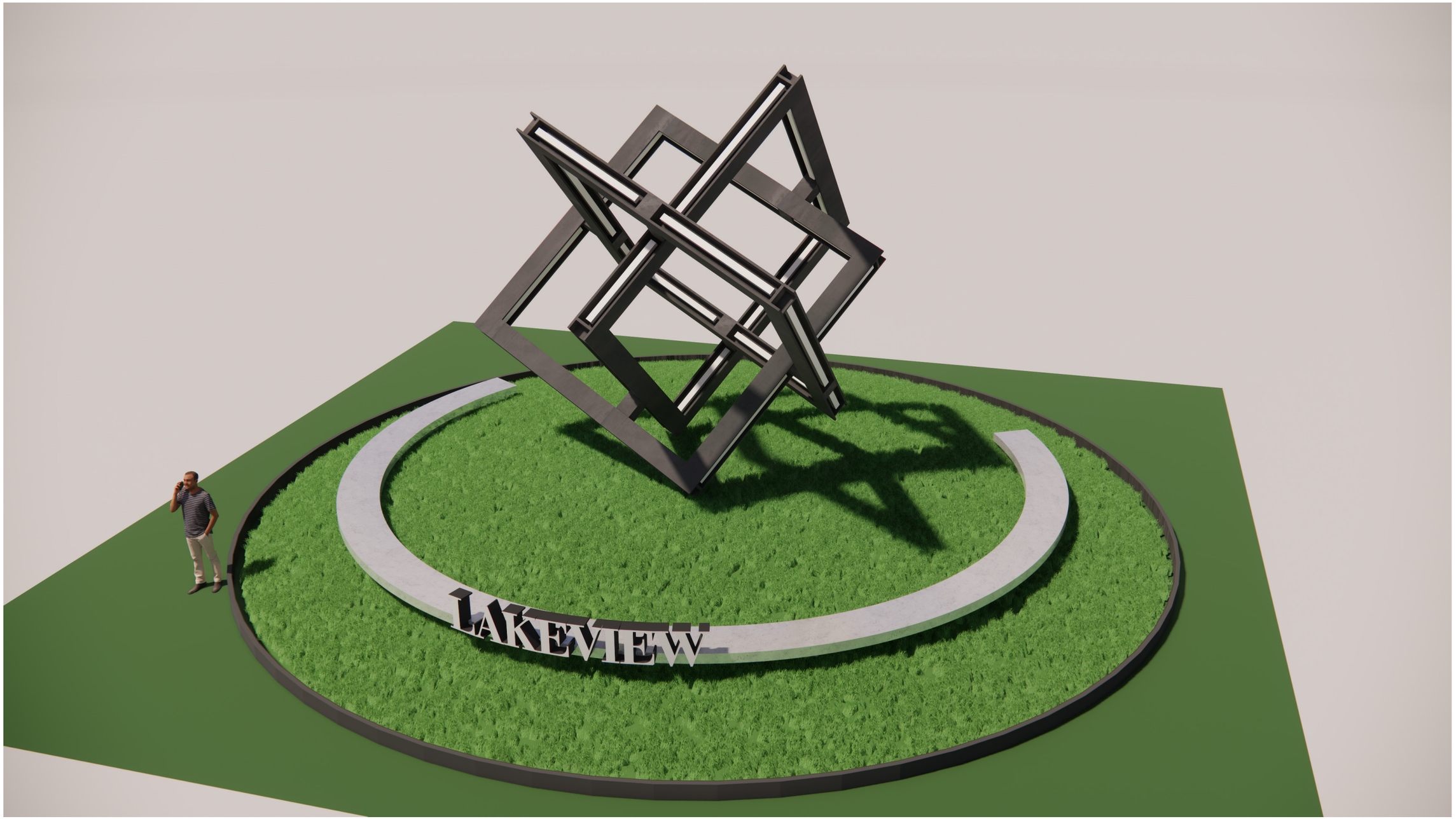
OPTION 1



OPTION 1



OPTION 1



STAFF REPORT

Department: Community & Economic Development
Submitted By: Kathi Cook
Meeting Date: November 27, 2023

AGENDA ITEM:

Lakeview Private Development Agreement
Consideration of approval of a Private Development Agreement between the City of Alpharetta and TPA Group (LMV TPA GA 400, LLC.)

STAFF RECOMMENDATION:

Approval of a Private Development Agreement between the City of Alpharetta and TPA Group and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Staff is requesting consideration of a Private Development Agreement with TPA GROUP (LMV TPA GA 400, LLC.) in order to provide impact fee credits totaling $1,319,308 for design and construction costs of the Alpha Loop segment throughout the Lakeview Park development.

The City's Impact Fee Ordinance, specifically Section 16-57, allows eligible feepayers to be entitled to credits against impact fees otherwise due for the value of construction and dedication of land for system improvements. The Alpha Loop is a dedicated public system improvement identified and adopted within the Comprehensive Land Use Plan's Capital Improvements Element and therefore meets the required credit criteria.

The purpose of the Impact Fee Ordinance is to ensure that adequate public facilities are available to serve new growth and development in Alpharetta and to provide that new growth and development bears a proportionate share of the cost of new public facilities needed to serve the *Minimum Standards and Procedures for Local Comprehensive Planning* and the *Development Impact Fee Compliance Requirements*, both as adopted by the Georgia Board of Community Affairs and amended from time to time.

ALTERNATIVES:

The alternative is not to approve the agreement.

ATTACHMENTS:

1. Lakeview Private Development Agreement as of 11.27.2023
2. Exhibit A - Site Plan
3. Exhibit B - General Location of Future Connections
4. Exhibit C - Access Easement
5. Exhibit D - Budget

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the "Agreement") is entered into this _____ day of _____, 2023, by and between the City of Alpharetta, a municipal corporation of the State of Georgia (the "City"), and LWV TPA GA 400 LLC, a Delaware limited liability company (the "Owner")

WITNESSETH:

WHEREAS, on December 5, 2019, pursuant to TPA Group/360 Tech Village Zoning Petition Number Z-19-04, the Mayor and Council rezoned approximately 7.7 acres on the west side of Haynes Bridge Road south of Lakeview Parkway (the "Property") from O-I to MU for the construction of the 360 Tech Village Master Plan (the "Rezoning"); and

WHEREAS, in connection with the Rezoning and the issuance of a land disturbance permit for Owner's development of the Property (the "LDP"), the Owner and the City agreed to certain conditions, all of the approved conditions of the Rezoning and the conditions for the issuance of the approved LDP being incorporated herein by reference and made a part hereof; and

WHEREAS, the City has required that the owner of the Property construct on the Property a 12' concrete multiuse trail (the "Alpha Loop") and grant an associated 20' public pedestrian access easement ("Access Easement") as shown on the approved site plan for the Property attached hereto and incorporated herein by reference as Exhibit "A", with such Alpha Loop to be constructed in such a manner as will accommodate future connections (which connections Owner is not obligated to construct or fund) to the Morrison Park development and the Encore development, which developments are generally depicted on Exhibit "B" attached hereto and incorporated herein by reference, wherein such Access Easement was required by Condition #37 of the Rezoning adopted on December 5, 2019; and

WHEREAS, the Owner has agreed to grant to the City the above-referenced Access Easement and construct the Alpha Loop in exchange for credits to be provided to Owner by the City for Owner's use with respect to any impact fees associated with Owner's development of the Property (the "Impact Fee Credits"); and

WHEREAS, the City has agreed to credit to Owner Impact Fee Credits in exchange for the construction of the Alpha Loop and grant of the Access Easement; and

WHEREAS, the Alpha Loop is a capital improvement identified in the City's Capital Improvement Element (CIE) thereby entitling the City to authorize Impact Fee Credits, in accord with City Code, 24-26(2)(a)(1);

WHEREAS, the Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of roads impact fees, parks and recreation impact fees and all other impact fees; and

WHEREAS, both the City and Owner have determined that it is in their respective best interests to enter into this Agreement to more specifically acknowledge (i) the obligation of Owner for the construction of the Alpha Loop, (ii) issuance of Impact Fee Credits as set out herein, and (iii) such other terms and conditions as the parties deem appropriate.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree, and covenant as follows:

1. Construction and Dedication of System Improvements by Owner. The Owner shall, at its sole cost and expense, construct a certain portion of the Alpha Loop (as depicted on Exhibit "A"), pursuant to plans reasonably approved by Owner and the City, to include associated lighting and signage; and, in addition to such improvements, Owner shall, following completion of construction of the Alpha Loop, dedicate the Access Easement for the Alpha Loop, which Access Easement is depicted and described on Exhibit "C" attached hereto and incorporated herein by reference, and agrees that the City shall not issue a final certificate of occupancy for the development until such time as Owner has constructed the portion of the Alpha Loop Owner is obligated to construct, the Access Easement is reviewed and approved by the City (such approval not to be unreasonably withheld, conditioned or delayed) and is otherwise executed and recorded in the Fulton County deed records, and the portion of the Alpha Loop referenced in this Agreement is open to the public.

2. Determination, Establishment and Utilization of Impact Fee Credits. Pursuant to the terms of this Agreement, the City shall credit to Owner Impact Fee Credits in an amount equal to the total hard and soft construction costs to be incurred by Owner in connection with the construction of the Alpha Loop ("Alpha Loop Construction Costs"). The parties acknowledge and agree that the estimated amount of such Alpha Loop Construction Costs is $1,319,308.20, as shown on Owner's construction budget attached hereto and incorporated herein by reference as Exhibit "D" (the "Budget"). Upon execution of this Agreement the City shall establish a credit account in the name of Owner (said account being herein referred to as the "Impact Fee Account"). The City shall credit the Impact Fee Account with the initial amount of $659,654.00 ("Initial Credit"), which Owner may draw upon from time to time as Recreational Facilities or Road impact fees associated with Owner's development of the Property become due. Thereafter, from time to time upon receipt of Owner's evidence of Alpha Loop Construction Costs incurred (by Owner providing the City invoices related to such costs and confirmation of payment of such invoices, as well as confirmation of Owner's actual cost for the land to be encumbered by the public access/trail easement), the City shall credit the Impact Fee Account with additional sums ("Supplemental Credits") equal to the total Alpha Loop Construction Costs incurred by Owner minus the Initial Credit and minus any Supplemental Credits previously credited to Owner's Impact Fee Account. From time to time, but in any event within no more than seven (7) days after Owner's request, the City will issue a certificate evidencing the Owner's remaining Impact Fee Credits. In no event shall Owner be entitled to be reimbursed in cash for any unused Impact Fee Credits, and Owner hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise. The foregoing notwithstanding, Owner shall be entitled (1) to utilize its Impact Fee Credits to offset Recreational Facilities or Road Impact Fees associated with the current development on the Property (2) to utilize said Impact Fee Credits in the future to offset Recreational Facilities or Road Impact Fees on a different project in the City, or (3) to sell said Impact Fee Credits to other developers in accord with City Code § 24-26(5)(c).

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, or (iii) by Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to

the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by Email, on the date of the Email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City:
City of Alpharetta
Two Park Plaza
Alpharetta, Georgia 30009
Attn: Chris Lagerbloom, City Administrator
Email: clagerbloom@alpharetta.ga.us

With a copy to:
Jarrard & Davis, LLP
222 Webb Street
Attn: Molly Esswein and/or Ken Jarrard
Cumming, Georgia 30040
Email: messwein@jarrard-davis.com

If to Owner:
LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
Attn: Bennett Snyder
Email: bsndyer@tpa-grp.com

With a copy to:
LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
Attn: Melissa Perignat
Email: mperignat@tpa-grp.com

And a copy to:
LWV TPA GA 400 LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
Attn: Luke Zemis
Email: lzemis@tpa-grp.com

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Roads Impact Fee Ordinance and Recreational Facilities Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns;

this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days after delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Approved as to form:

_____
Molly Esswein
Jarrard & Davis, LLP
City Attorney

City of Alpharetta, Georgia

By: _____
Jim Gilvin, Mayor
Date: _____

Approved as to content:

_____
Chris Lagerbloom
City Administrator

GRBK Haynes,

Applicant

LWV TPA GA 400 LLC

By: LWV TPA GA 400 Holdings, LLC, a Delaware limited liability company, its sole member

By: TG GA 400 LLC, a Georgia limited liability company, its Manager

By: _____

Name: J. Bradford Smith

Title: Manager

Date:_____

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

GENERAL LOCATION OF FUTURE CONNECTIONS

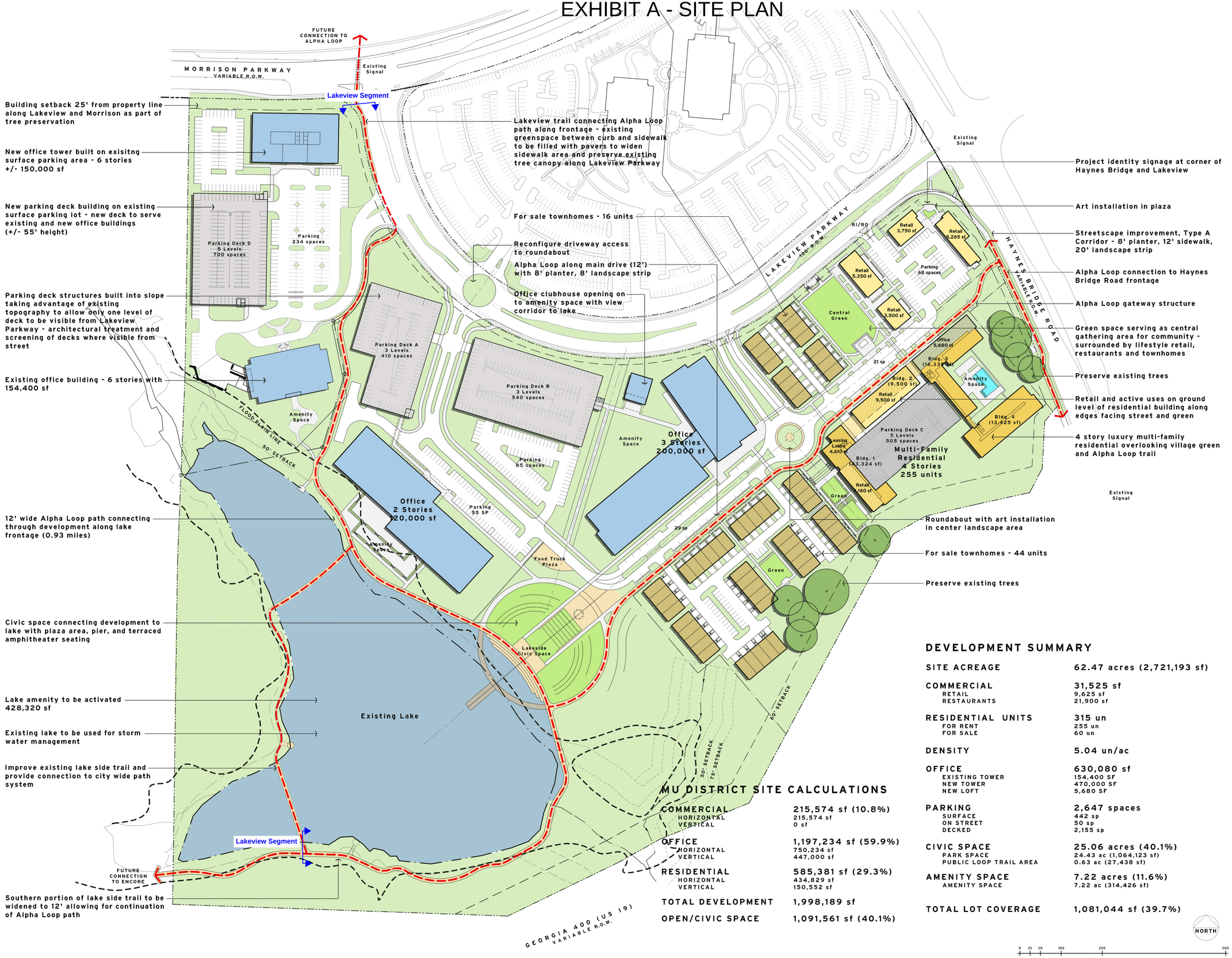
EXHIBIT "C"

ACCESS EASEMENT

EXHIBIT "D"

BUDGET

EXHIBIT A - SITE PLAN



DEVELOPMENT SUMMARY

SITE ACREAGE	**62.47 acres (2,721,193 sf)**
COMMERCIAL	**31,525 sf**
RETAIL	9,625 sf
RESTAURANTS	21,900 sf
RESIDENTIAL UNITS	**315 un**
FOR RENT	255 un
FOR SALE	60 un
DENSITY	**5.04 un/ac**
OFFICE	**630,080 sf**
EXISTING TOWER	154,400 SF
NEW TOWER	470,000 SF
NEW LOFT	5,680 SF
PARKING	**2,647 spaces**
SURFACE	442 sp
ON STREET	50 sp
DECKED	2,155 sp
CIVIC SPACE	**25.06 acres (40.1%)**
PARK SPACE	24.43 ac (1,064,123 sf)
PUBLIC LOOP TRAIL AREA	0.63 ac (27,438 sf)
AMENITY SPACE	**7.22 acres (11.6%)**
AMENITY SPACE	7.22 ac (314,426 sf)
TOTAL LOT COVERAGE	**1,081,044 sf (39.7%)**

MU DISTRICT SITE CALCULATIONS

COMMERCIAL	**215,574 sf (10.8%)**
HORIZONTAL	215,574 sf
VERTICAL	0 sf
OFFICE	**1,197,234 sf (59.9%)**
HORIZONTAL	750,234 sf
VERTICAL	447,000 sf
RESIDENTIAL	**585,381 sf (29.3%)**
HORIZONTAL	434,829 sf
VERTICAL	150,552 sf
TOTAL DEVELOPMENT	**1,998,189 sf**
OPEN/CIVIC SPACE	**1,091,561 sf (40.1%)**

NELSON

5200 Avalon Boulevard
Alpharetta, GA 30009
P | 770.209.9393
F | 770.209.7050
www.nelsonww.com

stamp

STATE OF GEORGIA · RICHARD L. WAKEFIELD · CERTIFICATE NO. 34812 · REGISTERED ARCHITECT

360 TECH VILLAGE

TPA Group
Crawford Arnold
1776 Peachtree Street NW
Atlanta, GA
P | 770.436.3400

print record

25 NOVEMBER 2019 - SUBMITTED FOR ZONING

revisions

date	job number
25 NOVEMBER 019	1508064.00

drawing title

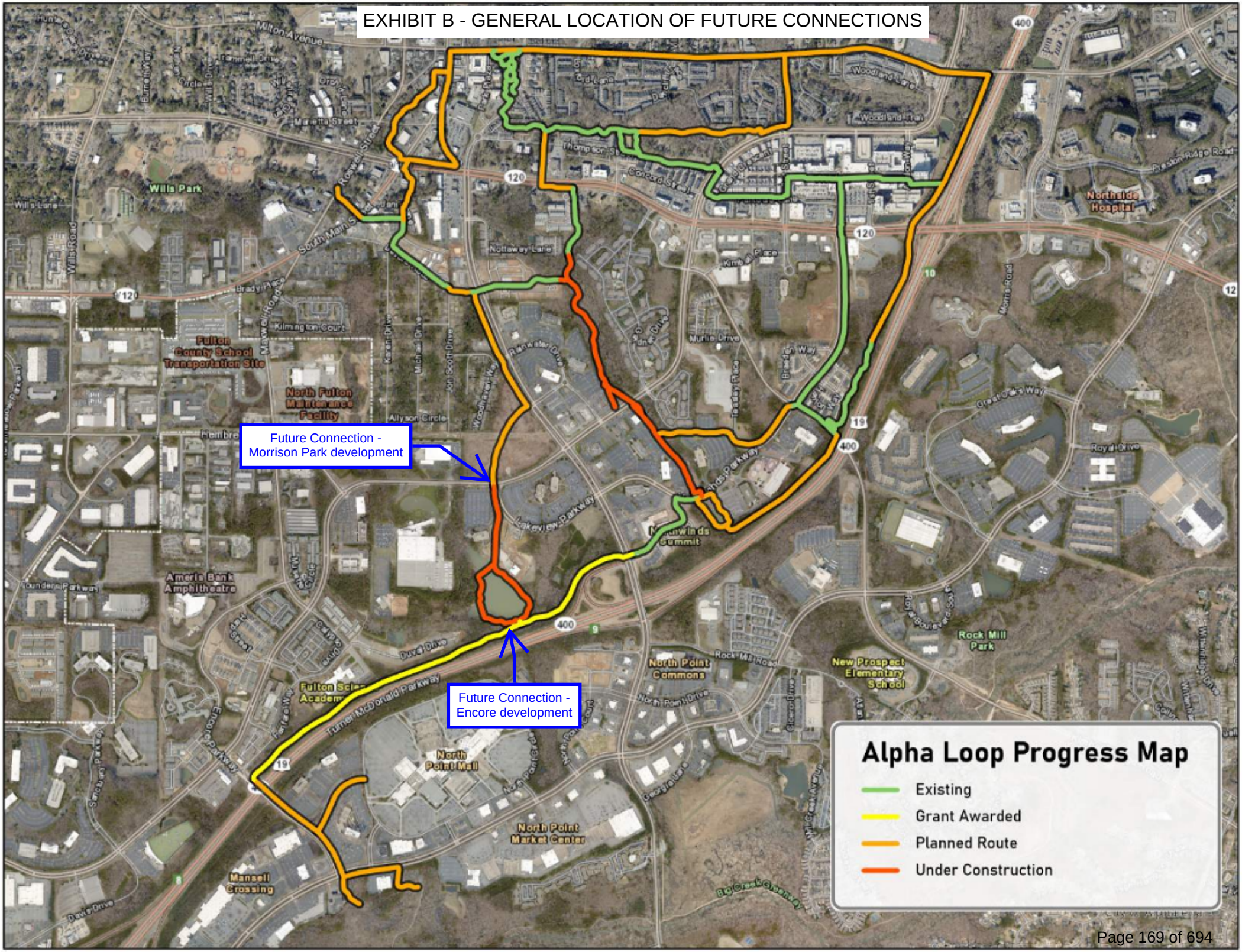
CONCEPTUAL SITE PLAN

drawing number

SP-18

SUBMITTED FOR ZONING

EXHIBIT B - GENERAL LOCATION OF FUTURE CONNECTIONS



WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	26.34'	S31°25'14"E	632.50'	26.34'
C2	4.13'	N84°36'13"W	2.08'	3.48'
C3	35.72'	S62°54'41"W	82.66'	35.45'
C4	48.46'	S36°16'18"W	32.63'	44.13'
C5	82.66'	S24°53'11"W	187.36'	81.99'
C6	43.61'	S23°26'38"W	55.00'	42.48'
C7	16.81'	S03°48'17"E	60.00'	16.76'
C8	23.00'	S02°29'29"W	46.00'	22.76'
C9	13.00'	N02°29'29"E	26.00'	12.86'
C10	39.15'	N02°11'20"E	80.00'	38.76'
C11	150.30'	N31°38'43"E	140.55'	143.24'
C12	18.42'	N10°53'07"E	53.42'	18.33'
C13	46.83'	S24°59'04"W	144.33'	46.62'
C14	55.23'	S08°20'30"W	61.00'	53.36'
C15	29.23'	S32°43'56"E	62.28'	28.96'
C16	56.52'	S26°08'33"E	166.00'	56.24'
C17	62.47'	S31°49'05"E	116.00'	61.72'
C18	80.44'	S62°12'42"E	154.00'	79.53'
C19	110.89'	S64°45'59"E	256.00'	110.03'
C20	97.96'	S57°58'50"E	499.00'	97.80'
C21	102.09'	N57°59'31"W	519.00'	101.92'
C22	102.23'	N64°45'59"W	236.00'	101.43'
C23	90.89'	N62°12'42"W	174.00'	89.86'
C24	45.45'	N37°40'23"W	136.00'	45.24'
C25	49.71'	N26°08'33"W	146.00'	49.47'
C26	64.33'	N13°10'17"W	81.00'	62.65'
C27	40.34'	N24°59'04"E	124.33'	40.16'

LINE	DISTANCE	BEARING
L1	1.99'	S64°19'42"W
L2	9.64'	N25°56'26"W
L3	11.19'	S44°20'32"W
L4	48.21'	S04°12'25"W
L5	4.93'	S39°17'48"W
L6	7.61'	S44°38'24"W
L7	81.12'	S11°49'55"E
L8	40.69'	S16°49'00"W
L9	41.94'	N11°39'39"W
L10	3.82'	N16°48'54"E
L11	81.12'	N11°49'55"W
L12	50.59'	N01°00'28"E
L13	71.94'	N59°42'27"E
L14	110.77'	S16°49'00"W
L15	1.87'	S16°52'44"W
L16	47.21'	S35°53'46"E
L17	35.84'	S16°23'20"E
L18	18.87'	S64°46'38"E
L19	20.00'	S25°13'22"W
L20	19.08'	N64°46'38"W
L21	10.87'	S42°54'42"W
L22	20.00'	N47°05'18"W
L23	19.61'	N42°54'42"E
L24	41.78'	N16°34'02"W
L25	58.07'	N35°53'46"W
L26	30.12'	N19°44'19"W
L27	20.00'	N70°15'41"E
L28	6.55'	S19°44'19"E
L29	3.81'	N32°55'47"E
L30	72.79'	N16°48'54"E
L31	43.27'	N44°20'42"E

SCALE: 1"=50'
DATE SURVEYED: 02/07/2020
DATE UPDATED: N/A
SURVEYED BY: GNL
DATE DRAFTED: 07/25/2023
UPDATE DRAFTED: N/A
DRAWN BY: AMCM
CHECKED BY: DCJ
FIELD BOOK #: N/A
JOB NUMBER: 200107
FOLDER NUMBER: 200170
COGO FILE: N/A
DISC FILE: 200107
COUNTY/LL/D/S: FULTON/744/1/2
PLAT FILE: ALPHA LOOP EASEMENT
SHEET: 1 OF 4

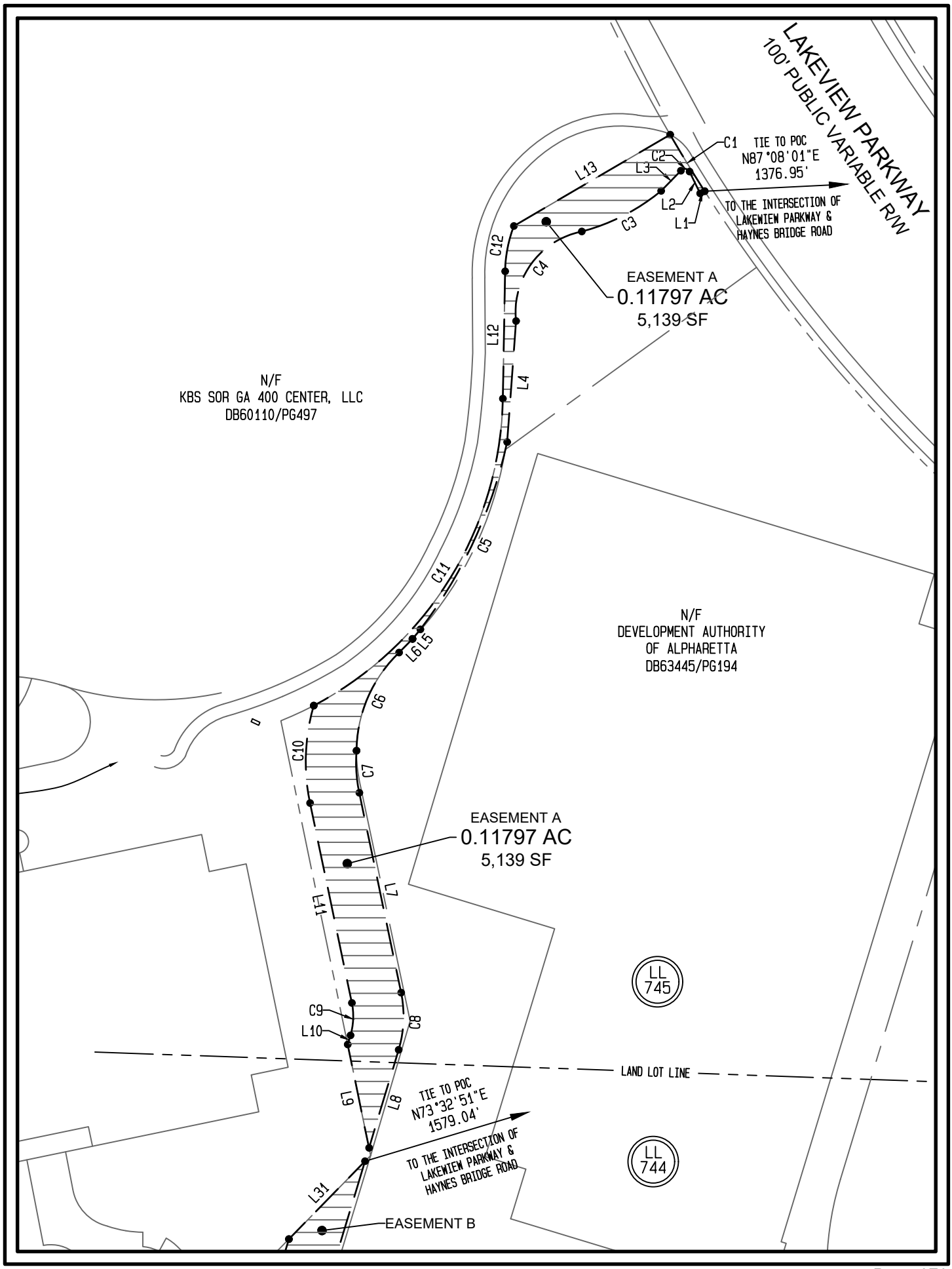
PROPOSED ALPHA LOOP EASEMENT FOR

LOT 4D - GEORGIA 400 CENTER FOR

LWV TPA GA 400, LLC

LOCATED IN

LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA


LAKEVIEW PARKWAY
100' PUBLIC VARIABLE R/W
TIE TO POC
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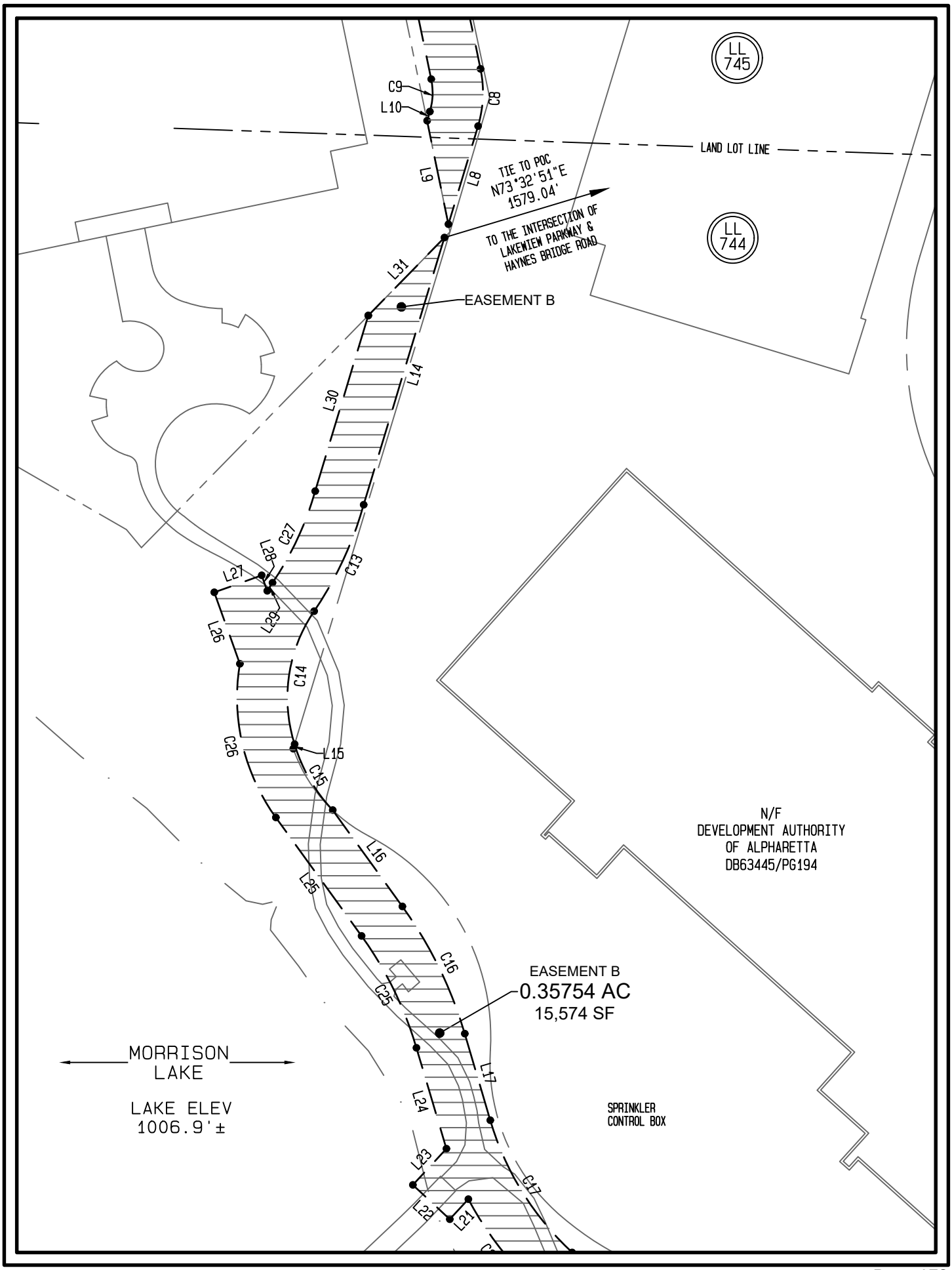
1376.95'
TO THE INTERSECTION OF
LAKEWIEW PARKWAY &
HAYNES BRIDGE ROAD
EASEMENT A
0.11797 AC
5,139 SF
N/F
KBS SOR GA 400 CENTER, LLC
DB60110/PG497
N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194
EASEMENT A
0.11797 AC
5,139 SF
LL
745
LAND LOT LINE
TIE TO POC
N73°32'51"E
1579.04'
TO THE INTERSECTION OF
LAKEWIEW PARKWAY &
HAYNES BRIDGE ROAD
LL
744
EASEMENT B


LL 745
LL 744
LAND LOT LINE
TIE TO POC
N73°32'51"E
1579.04'
TO THE INTERSECTION OF
LAKEWIEW PARKWAY &
HAYNES BRIDGE ROAD
EASEMENT B
C9
L10
C8
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L31
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L30
C27
L28
C13
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L26
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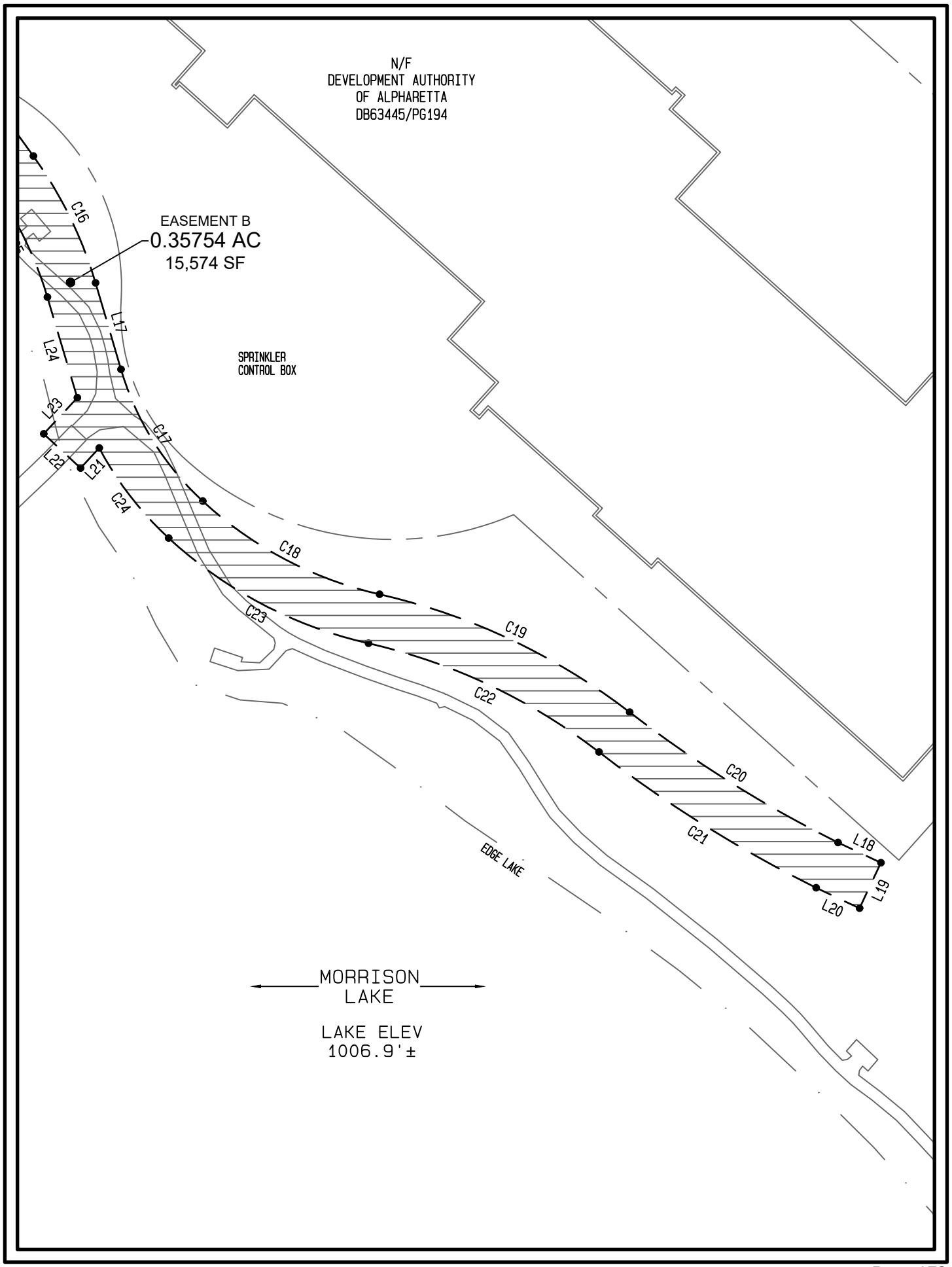
N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194
EASEMENT B
0.35754 AC
15,574 SF
MORRISON
LAKE
LAKE ELEV
1006.9'±
SPRINKLER
CONTROL BOX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OF ALPHARETTA
DB63445/PG194
EASEMENT B
0.35754 AC
15,574 SF
SPRINKLER
CONTROL BOX
C16
L17
L24
L23
C17
L22
L21
C24
C18
C23
C19
C22
C20
C21
L18
L19
L20
EDGE LAKE
MORRISON
LAKE
LAKE ELEV
1006.9'±

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LSF000429 - PEF000714

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	17.77'	S07°12'22"E	60.00'	17.71'
C2	15.74'	S09°59'34"E	40.00'	15.64'
C3	11.88'	S25°02'54"E	90.00'	11.88'
C4	17.64'	S74°46'24"E	11.00'	15.81'
C5	27.19'	S56°59'44"W	90.00'	27.09'
C6	37.82'	S33°04'52"W	71.00'	37.37'
C7	66.96'	S43°03'41"W	76.00'	64.81'
C8	25.43'	S75°18'16"W	104.00'	25.36'
C9	56.02'	S71°18'56"W	146.00'	55.68'
C10	85.34'	S75°47'51"W	158.00'	84.31'
C11	61.34'	N69°25'08"W	91.00'	60.18'
C12	37.59'	N81°46'53"W	34.00'	35.70'
C13	42.08'	N89°20'31"W	50.00'	40.85'
C14	35.92'	N76°39'47"W	90.00'	35.68'
C15	21.84'	S82°24'25"E	110.00'	21.81'
C16	1.83'	S65°42'24"E	110.00'	1.83'
C17	25.25'	S89°20'31"E	30.00'	24.51'
C18	59.70'	S81°46'53"E	54.00'	56.71'
C19	47.86'	S69°25'08"E	71.00'	46.96'
C20	74.54'	N75°47'51"E	138.00'	73.64'
C21	63.70'	N71°18'56"E	166.00'	63.31'
C22	20.54'	N75°18'16"E	84.00'	20.49'
C23	49.34'	N43°03'41"E	56.00'	47.76'
C24	46.34'	N32°24'40"E	91.00'	45.84'
C25	15.22'	N07°21'30"E	11.00'	14.04'
C26	14.53'	N25°02'54"W	110.00'	14.51'
C27	23.61'	N09°59'34"W	60.00'	23.46'
C28	11.85'	N07°12'22"W	40.00'	11.81'

LINE	DISTANCE	BEARING
L1	33.32'	S15°41'31"E
L2	8.04'	S01°16'47"W
L3	50.27'	S21°15'55"E
L4	10.00'	N61°53'20"E
L5	20.10'	S30°41'46"E
L6	17.00'	S48°20'24"W
L7	92.22'	S17°49'20"W
L8	70.96'	S68°18'02"W
L9	20.72'	N88°43'41"W
L10	62.44'	N65°13'50"W
L11	98.95'	N88°05'44"W
L12	20.00'	N01°54'16"E
L13	9.28'	S88°05'44"E
L14	19.62'	N17°19'42"W
L15	20.00'	N72°40'18"E
L16	26.60'	S17°19'42"E
L17	68.49'	S88°05'44"E
L18	13.71'	N26°34'31"E
L19	20.00'	S63°25'29"E
L20	10.89'	S26°34'31"W
L21	62.44'	S65°13'50"E
L22	20.72'	S88°43'41"E
L23	70.96'	N68°18'02"E
L24	92.22'	N17°49'20"E
L25	6.63'	N30°33'26"W
L26	50.27'	N21°15'55"W
L27	8.04'	N01°16'47"E
L28	33.32'	N15°41'31"W
L29	20.00'	N74°18'29"E

SCALE:	1"=50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	GNL
DATE DRAFTED:	07/25/2023
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCM
CHECKED BY:	DCJ
FIELD BOOK #:	N/A
JOB NUMBER:	200107
FOLDER NUMBER:	200170
COGO FILE:	N/A
DISC FILE:	200107
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	ALPHA LOOP EASEMENT
SHEET:	1 OF 3

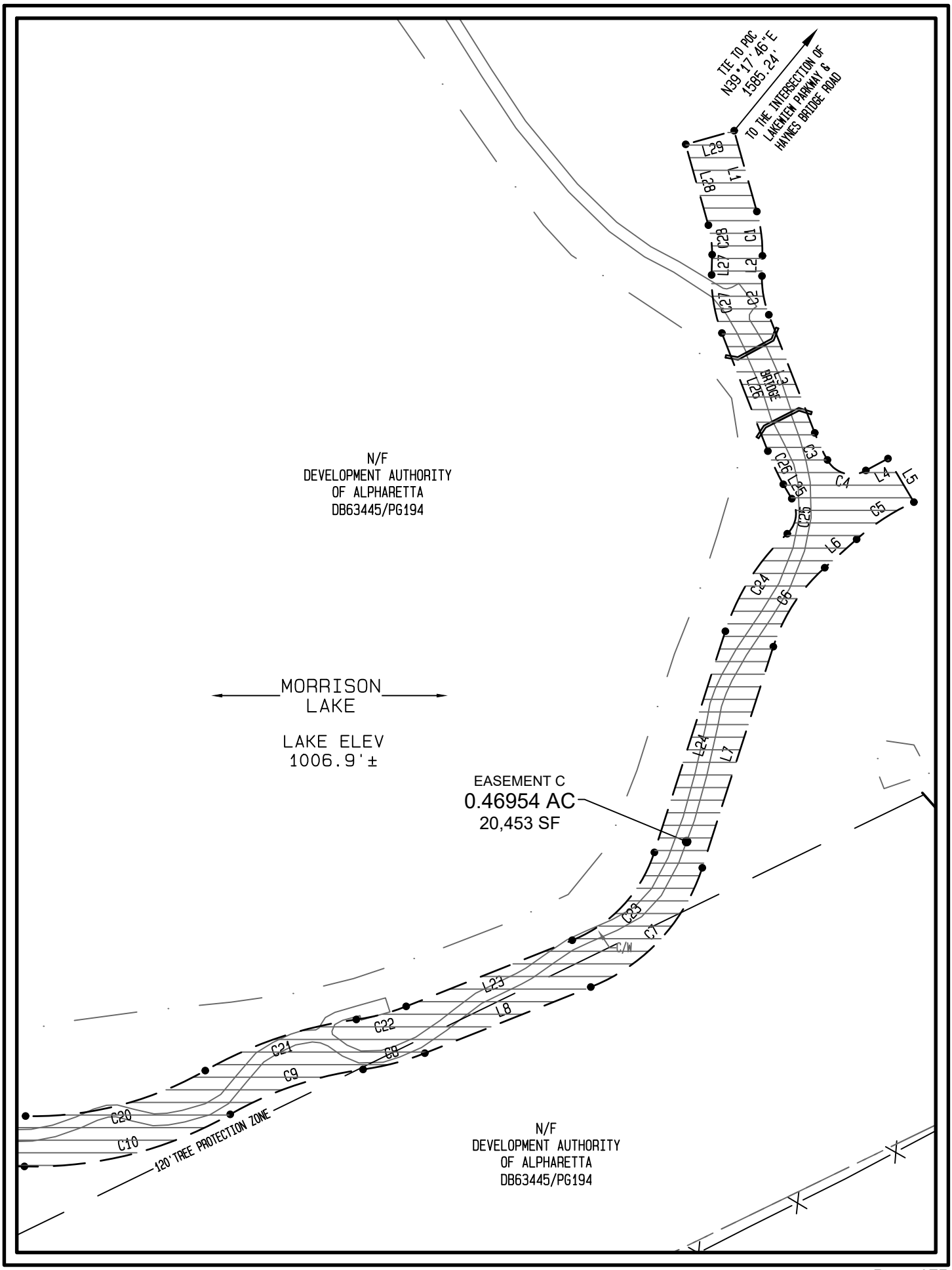
PROPOSED ALPHA LOOP EASEMENT FOR

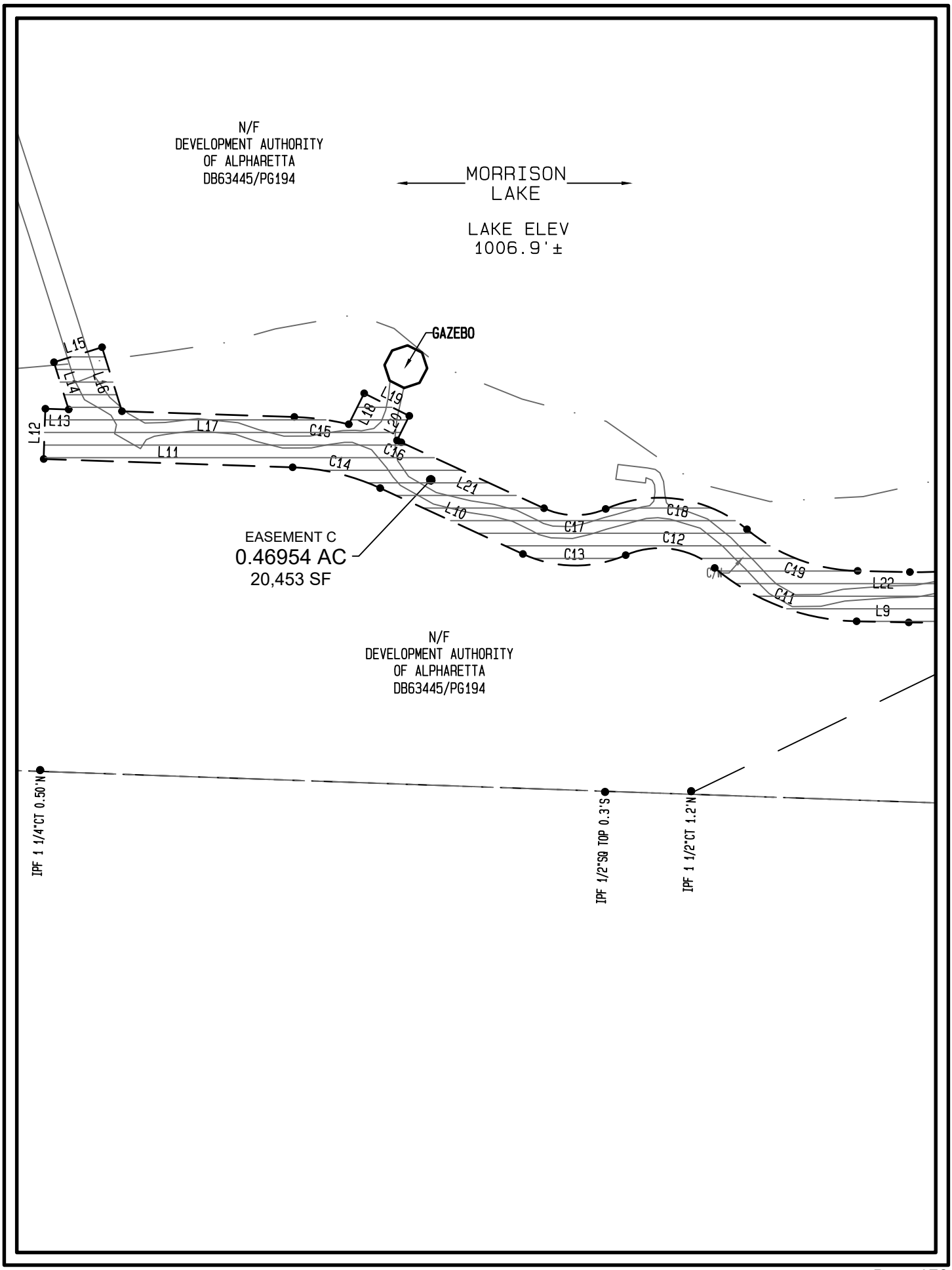
LOT 4D - GEORGIA 400 CENTER FOR

LWV TPA GA 400, LLC

LOCATED IN

LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA


TIE TO POC
N39°17'46"E
1585.24'
TO THE INTERSECTION OF
LAKEMTEM PARKWAY &
HAYNES BRIDGE ROAD
L29
L1
L28
C28
C1
L27
L2
C27
C2
L3
BRIDGE
L26
C3
C26
L25
C4
L4
L5
C25
C5
L6
C24
C6
N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194
MORRISON
LAKE
LAKE ELEV
1006.9'±
EASEMENT C
0.46954 AC
20,453 SF
L24
L7
C23
C7
C/W
L23
L8
C22
C8
C21
C9
C20
C10
120' TREE PROTECTION ZONE
N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194


N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194
MORRISON
LAKE
LAKE ELEV
1006.9'±
GAZEBO
L15
L14
L16
L13
L12
L17
C15
L18
L19
L20
L11
C14
C16
L21
L10
C17
C18
C12
C13
C19
L22
C11
L9
EASEMENT C
0.46954 AC
20,453 SF
N/F
DEVELOPMENT AUTHORITY
OF ALPHARETTA
DB63445/PG194
IPF 1 1/4"CT 0.50'N
IPF 1/2"SQ TOP 0.3'S
IPF 1 1/2"CT 1.2'N

PROPOSED ALPHA LOOP EASEMENT DESCRIPTION OF PROPERTY
PROPOSED EASEMENT "A"

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745 & 752 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE **POINT OF BEGINNING,** COMMENCE FROM A POINT AT THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY INTERSECTION FORMED BY THE SOUTHWESTERLY RIGHT OF WAY OF HAYNES BRIDGE ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHEASTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY AND PROCEED SOUTH 87° 08' 01" WEST FOR A DISTANCE OF 1376.95 FEET TO THE **POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE DEPART THE SAID SOUTHWESTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY (VARIABLE RIGHT OF WAY) AND PROCEED SOUTH 64°19'42" WEST, A DISTANCE OF 1.99 FEET TO A POINT; THENCE NORTH 25°56'26" WEST FOR A DISTANCE OF 9.64 FEET TO A POINT; THENCE 4.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2.08 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 84°36'13" WEST, 3.48 FEET TO A POINT; THENCE SOUTH 44°20'32" WEST FOR A DISTANCE OF 11.19 FEET TO A POINT; THENCE 35.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 82.66 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 62°54'41" WEST, 35.45 FEET TO A POINT; THENCE 48.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 32.63 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 36°16'18" WEST, 44.13 FEET TO A POINT; THENCE SOUTH 04°12'25" WEST FOR A DISTANCE OF 48.21 FEET TO A POINT; THENCE 82.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 187.36 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 24°53'11" WEST, 81.99 FEET TO A POINT; THENCE SOUTH 39°17'48" WEST FOR A DISTANCE OF 4.93 FEET TO A POINT; THENCE SOUTH 44°38'24" WEST FOR A DISTANCE OF 7.61 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE 43.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 55.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 23°26'38" WEST, 42.48 FEET TO A POINT; THENCE 16.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 03°48'17" EAST, 16.76 FEET TO A POINT; THENCE SOUTH 11°49'55" EAST FOR A DISTANCE OF 81.12 FEET TO A POINT; THENCE 23.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 46.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 02°29'29" WEST, 22.76 FEET TO A POINT; THENCE SOUTH 16°49'00" WEST FOR A DISTANCE OF 40.69 FEET TO A POINT; THENCE NORTH 11°39'39" WEST FOR A DISTANCE OF 41.94 FEET TO A POINT; THENCE NORTH 16°48'54" EAST FOR A DISTANCE OF 3.82 FEET TO A POINT; THENCE 13.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 26.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 02°29'29" EAST, 12.86 FEET TO A POINT; THENCE NORTH 11°49'55" WEST FOR A DISTANCE OF 81.12 FEET TO A POINT; THENCE 39.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 02°11'20" EAST, 38.76 FEET TO A POINT; THENCE 150.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 140.55 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 31°38'43" EAST, 143.24 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE NORTH 01°00'28" EAST FOR A DISTANCE OF 50.59 FEET TO AN IRON

PIN PLACED (1/2” REBAR W/CAP); THENCE 18.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 53.42 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 10°53'07" EAST, 18.33 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 59°42'27" EAST FOR A DISTANCE OF 71.94 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE 26.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 31°25'14" EAST, 26.34 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.11797 ACRES, OR 5,139 SQUARE FEET.

PROPOSED ALPHA LOOP EASEMENT DESCRIPTION OF PROPERTY
PROPOSED EASEMENT "B"

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745 & 752 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE **POINT OF BEGINNING,** COMMENCE FROM A POINT AT THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY INTERSECTION FORMED BY THE SOUTHWESTERLY RIGHT OF WAY OF HAYNES BRIDGE ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHEASTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY AND PROCEED SOUTH 73° 32' 51" WEST FOR A DISTANCE OF 1579.04 FEET TO THE **POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE SOUTH 16°49'00" WEST, A DISTANCE OF 110.77 FEET TO A POINT; THENCE 46.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 144.33 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 24°59'04" WEST, 46.62 FEET TO A POINT; THENCE 55.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 61.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 08°20'30" WEST, 53.36 FEET TO A POINT; THENCE SOUTH 16°52'44" WEST FOR A DISTANCE OF 1.87 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE 29.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.28 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 32°43'56" EAST, 28.96 FEET TO A POINT; THENCE SOUTH 35°53'46" EAST FOR A DISTANCE OF 47.21 FEET TO A POINT; THENCE 56.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 166.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 26°08'33" EAST, 56.24 FEET TO A POINT; THENCE SOUTH 16°23'20" EAST FOR A DISTANCE OF 35.84 FEET TO A POINT; THENCE 62.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 116.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 31°49'05" EAST, 61.72 FEET TO A POINT; THENCE 80.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 154.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 62°12'42" EAST, 79.53 FEET TO A POINT; THENCE 110.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 256.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 64°45'59" EAST, 110.03 FEET TO A POINT; THENCE 97.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 499.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 57°58'50" EAST, 97.80 FEET TO A POINT; THENCE SOUTH 64°46'38" EAST FOR A DISTANCE OF 18.87 FEET TO A POINT; THENCE SOUTH 25°13'22" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 64°46'38" WEST FOR A DISTANCE OF 19.08 FEET TO A POINT; THENCE 102.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 519.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 57°59'31" WEST, 101.92 FEET TO A POINT; THENCE 102.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 236.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 64°45'59" WEST, 101.43 FEET TO A POINT; THENCE 90.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 174.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 62°12'42" WEST, 89.86 FEET TO A POINT; THENCE 45.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 136.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 37°40'23" WEST, 45.24 FEET TO A POINT; THENCE SOUTH 42°54'42" WEST FOR A DISTANCE OF 10.87 FEET TO A POINT; THENCE NORTH 47°05'18" WEST

FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 42°54'42" EAST FOR A DISTANCE OF 19.61 FEET TO A POINT; THENCE NORTH 16°34'02" WEST FOR A DISTANCE OF 41.78 FEET TO A POINT; THENCE 49.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 146.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 26°08'33" WEST, 49.47 FEET TO A POINT; THENCE NORTH 35°53'46" WEST FOR A DISTANCE OF 58.07 FEET TO A POINT; THENCE 64.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 13°10'17" WEST, 62.65 FEET TO A POINT; THENCE NORTH 19°44'19" WEST FOR A DISTANCE OF 30.12 FEET TO A POINT; THENCE NORTH 70°15'41" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 19°44'19" EAST FOR A DISTANCE OF 6.55 FEET TO A POINT; THENCE NORTH 32°55'47" EAST FOR A DISTANCE OF 3.81 FEET TO A POINT; THENCE 40.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 124.33 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 24°59'04" EAST, 40.16 FEET TO A POINT; THENCE NORTH 16°48'54" EAST FOR A DISTANCE OF 72.79 FEET TO A POINT; THENCE NORTH 44°20'42" EAST FOR A DISTANCE OF 43.27 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.35754 ACRES, OR 15,574 SQUARE FEET.

WB230605
07/25/2023

PROPOSED ALPHA LOOP EASEMENT DESCRIPTION OF PROPERTY
PROPOSED EASEMENT "C"

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745 & 752 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE **POINT OF BEGINNING,** COMMENCE FROM A POINT AT THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY INTERSECTION FORMED BY THE SOUTHWESTERLY RIGHT OF WAY OF HAYNES BRIDGE ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHEASTERLY RIGHT OF WAY OF LAKEVIEW PARKWAY AND PROCEED SOUTH 39° 17' 46" WEST FOR A DISTANCE OF 1585.24 FEET TO THE **POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE SOUTH 15°41'31" EAST FOR A DISTANCE OF 33.32 FEET TO A POINT; THENCE 17.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 07°12'22" EAST, 17.71 FEET TO A POINT; THENCE SOUTH 01°16'47" WEST FOR A DISTANCE OF 8.04 FEET TO A POINT; THENCE 15.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 09°59'34" EAST, 15.64 FEET TO A POINT; THENCE SOUTH 21°15'55" EAST FOR A DISTANCE OF 50.27 FEET TO A POINT; THENCE 11.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 25°02'54" EAST, 11.88 FEET TO A POINT; THENCE 17.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 11.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 74°46'24" EAST, 15.81 FEET TO A POINT; THENCE NORTH 61°53'20" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 30°41'46" EAST FOR A DISTANCE OF 20.10 FEET TO A POINT; THENCE 27.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 56°59'44" WEST, 27.09 FEET TO A POINT; THENCE SOUTH 48°20'24" WEST FOR A DISTANCE OF 17.00 FEET TO A POINT; THENCE 37.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 71.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 33°04'52" WEST, 37.37 FEET TO A POINT; THENCE SOUTH 17°49'20" WEST FOR A DISTANCE OF 92.22 FEET TO A POINT; THENCE 66.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 76.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 43°03'41" WEST, 64.81 FEET TO A POINT; THENCE SOUTH 68°18'02" WEST FOR A DISTANCE OF 70.96 FEET TO A POINT; THENCE 25.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 104.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 75°18'16" WEST, 25.36 FEET TO A POINT; THENCE 56.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 146.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 71°18'56" WEST, 55.68 FEET TO A POINT; THENCE 85.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 158.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 75°47'51" WEST, 84.31 FEET TO A POINT; THENCE NORTH 88°43'41" WEST FOR A DISTANCE OF 20.72 FEET TO A POINT; THENCE 61.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 91.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 69°25'08" WEST, 60.18 FEET TO A POINT; THENCE 37.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 34.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 81°46'53" WEST, 35.70 FEET TO

A POINT; THENCE 42.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 89°20'31" WEST, 40.85 FEET TO A POINT; THENCE NORTH 65°13'50" WEST FOR A DISTANCE OF 62.44 FEET TO A POINT; THENCE 35.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 76°39'47" WEST, 35.68 FEET TO A POINT; THENCE NORTH 88°05'44" WEST FOR A DISTANCE OF 98.95 FEET TO A POINT; THENCE NORTH 01°54'16" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 88°05'44" EAST FOR A DISTANCE OF 9.28 FEET TO A POINT; THENCE NORTH 17°19'42" WEST FOR A DISTANCE OF 19.62 FEET TO A POINT; THENCE NORTH 72°40'18" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 17°19'42" EAST FOR A DISTANCE OF 26.60 FEET TO A POINT; THENCE SOUTH 88°05'44" EAST FOR A DISTANCE OF 68.49 FEET TO A POINT; THENCE 21.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 110.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 82°24'25" EAST, 21.81 FEET TO A POINT; THENCE NORTH 26°34'31" EAST FOR A DISTANCE OF 13.71 FEET TO A POINT; THENCE SOUTH 63°25'29" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 26°34'31" WEST FOR A DISTANCE OF 10.89 FEET TO A POINT; THENCE 1.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 110.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 65°42'24" EAST, 1.83 FEET TO A POINT; THENCE SOUTH 65°13'50" EAST FOR A DISTANCE OF 62.44 FEET TO A POINT; THENCE 25.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 89°20'31" EAST, 24.51 FEET TO A POINT; THENCE 59.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 54.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 81°46'53" EAST, 56.71 FEET TO A POINT; THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 71.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 69°25'08" EAST, 46.96 FEET TO A POINT; THENCE SOUTH 88°43'41" EAST FOR A DISTANCE OF 20.72 FEET TO A POINT; THENCE 74.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 138.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 75°47'51" EAST, 73.64 FEET TO A POINT; THENCE 63.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 166.00 FEET AND BEING SUBTENDED BY A CHORD
OF NORTH 71°18'56" EAST, 63.31 FEET TO A POINT; THENCE 20.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 84.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 75°18'16" EAST, 20.49 FEET TO A POINT; THENCE NORTH 68°18'02" EAST FOR A DISTANCE OF 70.96 FEET TO A POINT; THENCE 49.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 56.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 43°03'41" EAST, 47.76 FEET TO A POINT; THENCE NORTH 17°49'20" EAST FOR A DISTANCE OF 92.22 FEET TO A POINT; THENCE 46.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 91.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 32°24'40" EAST, 45.84 FEET TO A POINT; THENCE 15.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 11.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 07°21'30" EAST, 14.04 FEET TO A POINT; THENCE NORTH 30°33'26" WEST FOR A DISTANCE OF 6.63 FEET TO A POINT; THENCE 14.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 110.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 25°02'54" WEST, 14.51 FEET TO A POINT; THENCE NORTH 21°15'55" WEST FOR A DISTANCE OF 50.27 FEET TO A POINT; THENCE 23.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 09°59'34" WEST, 23.46 FEET TO

A POINT; THENCE NORTH 01°16'47" EAST FOR A DISTANCE OF 8.04 FEET TO A POINT; THENCE 11.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 07°12'22" WEST, 11.81 FEET TO A POINT; THENCE NORTH 15°41'31" WEST FOR A DISTANCE OF 33.32 FEET TO A POINT; THENCE NORTH 74°18'29" EAST FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.46954 ACRES, OR 20,453 SQUARE FEET.

EXHIBIT D - BUDGET

Lakeview - Alpha Loop Budget						
Item	**Unit**	**Quantity**	**Unit Price**	**Total**	**Backup**	**Notes**
CPC HQ Alpha Loop Segment						
Design - Civil			$ -	$ -		No way to delineate from CPC HQ Design
Design - Hardscapes			$ -	$ -		No way to delineate from CPC HQ Design
Hardscape	SF	7584	$ 9.61	$ 72,882.24	B&G pricing	Aggregate base, WWM, concrete, and finish
Joint Sealant	LF	632	$ 3.00	$ 1,896.00	B&G pricing	
Lighting - Fixtures	EA	17	$ 3,065.00	$ 52,105.00	B&G pricing	Fixture, fixture base, and install
Lighting - Conduit/Wiring	LF	821	$ 32.00	$ 26,272.00	B&G pricing	Trenching, conduit, wiring, and backfill (no equipment rental included
Lakeview Alpha Loop Segment						
Design - Civil	LS	1	$ 47,223.00	$ 47,223.00	KHA Proposal	
Design - Hardscapes	LS	1	$ 47,562.50	$ 47,562.50	Site Solutions Proposal	
Stream Buffer Variance	LS	1	$ 9,028.20	$ 9,028.20	Corblu Invoice	Alpha Loop pathway is in State Stream Buffer
Construction and Material Testing	LS	1	$ 16,587.50	$ 16,587.50	Terracon Proposal	
Arborist	LS	1	$ 11,500.00	$ 11,500.00	Arborguard Proposal	
Erosion Control at Lake - Double Row Silt Fencing	LF	3836	$ 4.26	$ 16,341.36	Gibson Pricing	
Tree Protection Fencing	LF	2619	$ 8.16	$ 21,371.04	Gibson Pricing	
Demo/Clearing - Trees	LS	1	$ 115,000.00	$ 115,000.00	Gibson Pricing	38 Trees
Demo - Existing Sidewalk	SF	9175	$ 5.89	$ 54,040.75	Gibson Pricing	
Access Road Build and Repair	LS	1	$ 82,884.74	$ 82,884.74	Gibson Pricing	
Grading	LS	1	$ 29,000.00	$ 29,000.00	Gibson Pricing	
Infiltration Trench at Alpha Loop Hardscapes	SF	0	$ -	$ -		Removed from scope in discussions with Jill Bazinet
Landscaping	LS	1	$ 59,688.15	$ 59,688.15	Gibson Pricing	
Hardscapes	SF	20928	$ 14.99	$ 313,710.72	Gibson Pricing	Aggregate base, WWM, concrete, and finish
Joint Sealant	LF	1744	$ 3.00	$ 5,232.00	Gibson Pricing	
Retaining Walls (Required for 12' Width Hardscape)	LS	1	$ 290,000.00	$ 290,000.00	Gibson Pricing	Wall A-2 (199 LF), Wall A-3 (166 LF), Wall A-4 (222 LF), Wall A-5 (175 LF), Wall A-6 (26 LF). Wall A-1 (74 LF) not includec
Pavers at Morrison Parkway	LS	0	$ -	$ -		No longer desired, per City/TPA discussion at 5/11/23 meeting
Bike Racks	EA	0	$ -	$ -		No longer desired, per City/TPA discussion at 5/11/23 meeting
Benches	EA	0	$ -	$ -		No longer desired, per City/TPA discussion at 5/11/23 meeting
Trash Receptacles	EA	0	$ -	$ -		No longer desired, per City/TPA discussion at 5/11/23 meeting
Lighting - Fixtures/Conduit/Wiring	LS	1	$ 46,983.00	$ 46,983.00	Titan Pricing	(8) Fixtures, fixture bases, trenching, conduit, wiring, and instal
***ALTERNATE** - Lighting - Fixtures (at far side of lake)*	EA	17	$ 3,065.00	$ -	Titan Pricing	**Additional $52,105.00 - Will only be installed if power can make it to far side of Alpha Loop**
***ALTERNATE** - Lighting - Conduit/Wiring (at far side of lake)*	LF	1315	$ 50.00	$ -	Titan Pricing	**Additional $65,750.00 - Will only be installed if power can make it to far side of Alpha Loop**
Estimated Total Cost of Alpha Loop Scope				**$ 1,319,308.20**		

STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: November 27, 2023

AGENDA ITEM:

Consent Order and Final Judgment: McGinnis Ferry Road Widening Project - Parcel #65
Council ratification of: (1) Consent Order and Final Judgment in the amount of $252,700.00, and (2) Settlement Agreement between City of Alpharetta and Windward Community Services Association, Inc. in the amount of $80,944.00 for a grand total of $333,694.00 regarding Civil Action File No. 2022CV363752 in connection with Parcel #65 of the McGinnis Ferry Road Widening Project (PI #0004634) (Owners: Chad C. Heath, Wendy M. Heath, Specialized Loan Servicing, LLC, & Windward HOA).

STAFF RECOMMENDATION:

Approve the ratification of the Consent Order and Final Judgment in the amount of $252,700.00 and Settlement Agreement between the City of Alpharetta and Windward Community Services Association, Inc. in the amount of $80,944.00 for a grand total of $333,694.00 regarding Civil Action File No. 2022CV363752 in connection with Parcel #65 of the McGinnis Ferry Road Widening Project (PI #0004634) (Owners: Chad C. Heath, Wendy M. Heath, Specialized Loan Servicing, LLC, & Windward HOA).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Consent Order and Final Judgment for this parcel (which is part of the McGinnis Ferry Road Widening Project) has been entered by the Court and is attached to this item. A vote ratifying these settlements will need to be taken in order to conclude this condemnation action. Once payment has been made and the funds have been distributed, this matter will be concluded and the file will be closed.

ALTERNATIVES:

ATTACHMENTS:

1. Consent Final Order and Judgment McGinnis Ferry Road Widening Parcel 65
2. Settlement Agreement McGinnis Ferry Widening Parcel 65

Fulton County Superior Court
EFILEDAC
Date: 10/24/2023 4:44 PM
Che Alexander, Clerk

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA, Condemnor, v. CHAD C. HEATH; WENDY M. HEATH; SPECIALIZED LOAN SERVICING, LLC; WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; HON. KENYA JOHNSON, Probate Court Judge, Fulton County, Georgia; CITY OF ALPHARETTA, GEORGIA; and any and all others claiming any interest or right in the hereinafter described real property interests and rights, Condemnees.	CIVIL ACTION FILE NO.: 2022CV363752 IN REM JUDGE RACHEL R. KRAUSE

CONSENT FINAL ORDER AND JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. and Specialized Loan Servicing, LLC ("Condemnees") and Condemnor City of Alpharetta, Georgia ("Condemnor").

WHEREAS, Pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 22, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; however, they subsequently filed a Consent Order for Dismissal and were subsequently dismissed thereafter; and,

WHEREAS, Condemnee Specialized Loan Servicing, LLC filed an Answer and Affirmative Defenses and Notice of Claim of Specialized Loan Servicing, LLC; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have entered into that certain Settlement Agreement dated October 6, 2023 ("Settlement Agreement"), which said terms are incorporated herein; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and terms of said Settlement Agreement (hereinafter "Total Just

and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor and Condemnee Specialized Loan Servicing, LLC have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) (hereinafter "Total Just and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139).

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and Judgment is hereby entered on that amount.

2.

That the Settlement Agreement between Condemnor and Condemnee Windward Community Services Association, Inc. is hereby incorporated as part of this Order.

3.

Upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

[CONTINUED FROM THE PREVIOUS PAGE]

SO ORDERED, this 24th day of October, 2023.

The Honorable Rachel Krause
Fulton County Superior Court
Atlanta Judicial Circuit

Filed and served via eFileGA.

Prepared and consented to by:

JARRARD & DAVIS, LLP

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

Attorneys for Condemnor
The City of Alpharetta, Georgia

Consented to by:

PARKER POE ADAMS & BERNSTEIN LLP

/s/ Elizabeth R. Story
Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
Jasmyn L. Jackson
Georgia Bar. No. 672784
(by Priya M. Patel with express permission)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
(404) 869-6972 – facsimile
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com
jasmynjackson@parkerpoe.com

Attorneys for Condemnee Windward Community Services Association, Inc.

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Consented to by:

McCALLA RAYMER LEIBERT PIERCE, LLC

/s/ William O. Tate
William O. Tate
Georgia Bar No. 311044

1544 Old Alabama Road
Roswell, Georgia 30076
(678) 281-6473 – telephone
(678) 281-6473 – facsimile
William.tate@mccalla.com

Attorney for Specialized Loan Servicing, LLC

DISTRIBUTION LIST (via USPS Mail):

Priya M. Patel, Esq.
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attorneys for Condemnor City of Alpharetta, Georgia

Elizabeth R. Story, Esq.
Ashlynn E. Hutton, Esq.
Jasmyn L. Jackson, Esq.
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street, NE, Suite 1500
Atlanta, Georgia 30309
Attorneys for Condemnee Windward Community Services Association, Inc

Chad C. Heath
Wendy M. Heath
60 Fieldstone Way
Alpharetta, Georgia 30005
Condemnees

William O' Tate
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
Attorney for Specialized Loan Servicing, LLC

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA, Condemnor, v. CHAD C. HEATH; WENDY M. HEATH; SPECIALIZED LOAN SERVICING, LLC; WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; HON. KENYA JOHNSON, Probate Court Judge, Fulton County, Georgia; CITY OF ALPHARETTA, GEORGIA; and any and all others claiming any interest or right in the hereinafter described real property interests and rights, Condemnees.	CIVIL ACTION FILE NO.: 2022CV363752 IN REM JUDGE RACHEL R. KRAUSE

SETTLEMENT AGREEMENT BETWEEN CONDEMNOR CITY OF ALPHARETTA, GEORGIA AND CONDEMNEE WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.

WHEREAS, on April 22, 2022, City of Alpharetta, Georgia ("Condemnor") filed a Petition for Condemnation and a Declaration of Taking ("Action") of 0.011 acres of fee simple right of way and 2,038.66 square feet of permanent construction easement ("Subject Property") pursuant to O.C.G.A. § 32-3-1 *et seq.*, in civil action 2022CV363752; and,

WHEREAS, Condemnor previously deposited Two Hundred Fifty-Two Thousand Seven Hundred Dollars and 00/100 ($252,700.00) into the registry of Fulton County Superior Court as estimated total just and adequate compensation for all property rights acquired in the instant action, with Two Hundred Thirty-Four Thousand Six Dollars and 00/100 ($234,006.00) being allocated to Condemnee Windward Community Services Association, Inc. ("Windward"); and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, the Condemnee Windward, by signature of its counsel below, wishes to accept Three Hundred Fifteen Thousand Dollars and No/100 ($315,000.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnee in this proceeding ("Settlement Amount"; and

WHEREAS, Condemnor agrees that payment to Condemnee Windward for the Settlement Amount is total just and adequate compensation for Condemnee Windward's claims and damages that may have been brought by Condemnee in this proceeding.

NOW THEREFORE, in exchange for the mutual promises and covenants contained herein, Condemnor and Condemnee (collectively referred to as the "Parties') agree as follows:

1) Condemnor and Condemnee Windward agree and stipulate that the total Settlement Amount in this action shall be: Three Hundred Fifteen Thousand Dollars and No/100 ($315,000.00).
2) Condemnee Windward shall consent to the Consent Order and Final Judgment, attached and incorporated herein as Exhibit "A"; and,
3) The Parties acknowledge and agree that though the Consent Order and Final Judgment state that total just and adequate compensation for the property rights acquired on the date of taking is $252,700.00, that an additional sum of $80,994.00 shall be paid by Condemnor to Condemnee Windward as total just and adequate compensation; and
4) Condemnee Windward shall be solely responsible for withdrawing Two Hundred Thirty-

Four Thousand Six Dollars and 00/100 ($234,006.00) from the registry of the Fulton County Superior Court in connection with Civil Action No. 2022CV363752; and,

5) Within thirty (30) days from the entry of the Consent Order and Final Judgment, Condemnor shall pay Eighty Thousand Nine Hundred Ninety-Four Dollars and 00/100 ($80,994.00) to the order of Windward Community Services Association, Inc. via check mail to: Elizabeth Story at Parker Poe Adams & Bernstein, LLP, 1075 Peachtree Street NE, Suite 1500, Atlanta, Georgia 30309.

6) The Parties agree that the Settlement Amount represents the total amount of just and adequate compensation to be paid for all property rights acquired in this Action.

7) This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Any suit brought to enforce any provision of this Agreement must be brought in Fulton County Superior Court.

8) This Agreement sets forth the entire agreement of the Parties and all previous discussions, understandings, and agreements with respect to the matters included in this Agreement are merged herein. This Agreement may not be changed orally, but only in writing, signed by the Parties hereto, and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, affiliates, legal representatives, officers, employees, agents, contractors, attorneys and insurers. The Parties agree and confirm that the signing and filing of the Consent Order and Final Judgment attached hereto as Exhibit "A" stating the original amount of just and adequate compensation shall **not** serve as a writing that changes the terms or understanding of this Agreement per this paragraph. The Parties agree and confirm that this Agreement is the controlling document as it relates to the total just and adequate compensation owed to Condemnee Windward in this action, which is a total

amount of $315,000.00.

9) Each individual who executes this Settlement Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by his or her respective government or board in accordance with all applicable laws.

10) In entering into this Agreement, the Parties represent that they have relied upon the legal advice of their attorney, who is the attorney of their choice, that the terms of this agreement have been completely read and explained by their attorney, and that those terms are fully understood and voluntarily accepted.

11) If any sentence, phrase, provision, portion, or clause of this Settlement Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses hereof, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

AGREED this 6th day of October, 2023.

FOR CONDEMNOR CITY OF ALPHARETTA, GEORGIA:

JARRARD & DAVIS, LLP

Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

Attorneys for Condemnor
The City of Alpharetta, Georgia

FOR CONDEMNEE WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.:

PARKER POE ADAMS & BERNSTEIN LLP

Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
Jasmyn L. Jackson
Georgia Bar. No. 672784
(by Priya M. Patel with express permission)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
(404) 869-6972 – facsimile
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com
jasmynjackson@parkerpoe.com

Attorneys for Condemnee Windward Community Services Association, Inc.

EXHIBIT "A"

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA, Condemnor, v. CHAD C. HEATH; WENDY M. HEATH; SPECIALIZED LOAN SERVICING, LLC; WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; HON. KENYA JOHNSON, Probate Court Judge, Fulton County, Georgia; CITY OF ALPHARETTA, GEORGIA; and any and all others claiming any interest or right in the hereinafter described real property interests and rights, Condemnees.	CIVIL ACTION FILE NO.: 2022CV363752 IN REM JUDGE RACHEL R. KRAUSE

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. and Specialized Loan Servicing, LLC ("Condemnees") and Condemnor City of Alpharetta, Georgia ("Condemnor").

WHEREAS, Pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 22, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; however, they subsequently filed a Consent Order for Dismissal and were subsequently dismissed thereafter; and,

WHEREAS, Condemnee Specialized Loan Servicing, LLC filed an Answer and Affirmative Defenses and Notice of Claim of Specialized Loan Servicing, LLC; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have entered into that certain Settlement Agreement dated October 6, 2023 ("Settlement Agreement"), which said terms are incorporated herein; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and terms of said Settlement Agreement (hereinafter "Total Just

and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor and Condemnee Specialized Loan Servicing, LLC have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) (hereinafter "Total Just and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139).

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and Judgment is hereby entered on that amount.

2.

That the Settlement Agreement between Condemnor and Condemnee Windward Community Services Association, Inc. is hereby incorporated as part of this Order.

3.

Upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

[CONTINUED FROM THE PREVIOUS PAGE]

SO ORDERED, this _____ day of _____, 2023.

THE HONORABLE RACHEL R. KRAUSE
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

Prepared and consented to by:

JARRARD & DAVIS, LLP

/s/
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

Attorneys for Condemnor
The City of Alpharetta, Georgia

Consented to by:

PARKER POE ADAMS & BERNSTEIN LLP

/s/
Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
Jasmyn L. Jackson
Georgia Bar. No. 672784
(by Priya M. Patel with express permission)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
(404) 869-6972 – facsimile
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com
jasmynjackson@parkerpoe.com

Attorneys for Condemnee Windward Community Services Association, Inc.

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Consented to by:

McCALLA RAYMER LEIBERT PIERCE, LLC

/s/ _____
William O. Tate
Georgia Bar No. 311044

1544 Old Alabama Road
Roswell, Georgia 30076
(678) 281-6473 – telephone
(678) 281-6473 – facsimile
William.tate@mccalla.com

Attorney for Specialized Loan Servicing, LLC

DISTRIBUTION LIST (via USPS Mail):

Priya M. Patel, Esq.
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attorneys for Condemnor City of Alpharetta, Georgia

Elizabeth R. Story, Esq.
Ashlynn E. Hutton, Esq.
Jasmyn L. Jackson, Esq.
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street, NE, Suite 1500
Atlanta, Georgia 30309
Attorneys for Condemnee Windward Community Services Association, Inc

Chad C. Heath
Wendy M. Heath
60 Fieldstone Way
Alpharetta, Georgia 30005
Condemnees

William O' Tate
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
Attorney for Specialized Loan Servicing, LLC

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA, Condemnor, v. CHAD C. HEATH; WENDY M. HEATH; SPECIALIZED LOAN SERVICING, LLC; WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; HON. KENYA JOHNSON, Probate Court Judge, Fulton County, Georgia; CITY OF ALPHARETTA, GEORGIA; and any and all others claiming any interest or right in the hereinafter described real property interests and rights, Condemnees.	CIVIL ACTION FILE NO.: 2022CV363752 IN REM JUDGE RACHEL R. KRAUSE

CONSENT FINAL ORDER AND JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. and Specialized Loan Servicing, LLC ("Condemnees") and Condemnor City of Alpharetta, Georgia ("Condemnor").

WHEREAS, Pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 22, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; however, they subsequently filed a Consent Order for Dismissal and were subsequently dismissed thereafter; and,

WHEREAS, Condemnee Specialized Loan Servicing, LLC filed an Answer and Affirmative Defenses and Notice of Claim of Specialized Loan Servicing, LLC; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have entered into that certain Settlement Agreement dated October 6, 2023 ("Settlement Agreement"), which said terms are incorporated herein; and,

WHEREAS, Condemnor and Condemnee Windward Community Services Association, Inc. have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and terms of said Settlement Agreement (hereinafter "Total Just

and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor and Condemnee Specialized Loan Servicing, LLC have stipulated and agreed that the sum of Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) (hereinafter "Total Just and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139).

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Two Hundred Fifty-Two Thousand Seven Hundred and 00/100 Dollars ($252,700.00) and Judgment is hereby entered on that amount.

2.

That the Settlement Agreement between Condemnor and Condemnee Windward Community Services Association, Inc. is hereby incorporated as part of this Order.

3.

Upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

[CONTINUED FROM THE PREVIOUS PAGE]

SO ORDERED, this 24th day of October, 2023.

The Honorable Rachel Krause
Fulton County Superior Court
Atlanta Judicial Circuit

Filed and served via eFileGA.

Prepared and consented to by:

JARRARD & DAVIS, LLP

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

Attorneys for Condemnor
The City of Alpharetta, Georgia

Consented to by:

PARKER POE ADAMS & BERNSTEIN LLP

/s/ Elizabeth R. Story
Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
Jasmyn L. Jackson
Georgia Bar. No. 672784
(by Priya M. Patel with express permission)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
(404) 869-6972 – facsimile
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com
jasmynjackson@parkerpoe.com

Attorneys for Condemnee Windward Community Services Association, Inc.

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Consented to by:

McCALLA RAYMER LEIBERT PIERCE, LLC

/s/ William O. Tate
William O. Tate
Georgia Bar No. 311044

1544 Old Alabama Road
Roswell, Georgia 30076
(678) 281-6473 – telephone
(678) 281-6473 – facsimile
William.tate@mccalla.com

Attorney for Specialized Loan Servicing, LLC

DISTRIBUTION LIST (via USPS Mail):

Priya M. Patel, Esq.
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attorneys for Condemnor City of Alpharetta, Georgia

Elizabeth R. Story, Esq.
Ashlynn E. Hutton, Esq.
Jasmyn L. Jackson, Esq.
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street, NE, Suite 1500
Atlanta, Georgia 30309
Attorneys for Condemnee Windward Community Services Association, Inc

Chad C. Heath
Wendy M. Heath
60 Fieldstone Way
Alpharetta, Georgia 30005
Condemnees

William O' Tate
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
Attorney for Specialized Loan Servicing, LLC

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Michael Woodman
Meeting Date: November 27, 2023

AGENDA ITEM: MP-23-07/CU-23-04 FREE CHAPEL WORSHIP CENTER/MANSELL RIDGE PARK MASTER PLAN

The applicant, Free Chapel Worship Center, is requesting a master plan amendment and conditional use to operate a 'Church, Synagogue' in the former Woodside Terrace office building. A master plan amendment is requested to the Mansell Ridge Park Master Plan Pod A to add 'Church, Synagogue' as a conditional use and a conditional use is requested to allow Free Chapel Worship Center to operate a 'Church, Synagogue'. The applicant also requested a master plan amendment to add 'Day Care Center' as a conditional use; however, that use is already listed as a conditional use in the master plan. A conditional use for a 'Day Care Center' is not being pursued by the applicant at this time. The subject property is located at 3755 Mansell Road near the southwest corner of Mansell Road and Old Alabama Connector Road.

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 subject to staff's recommended conditions. Vote 6-0

PLANNING COMMISSION RECOMMENDATION:

Approve MP-23-07/CU-23-04 Free Chapel Worship Center/Mansell Ridge Park Master Plan, subject to the following conditions:

1. 'Church, Synagogue' shall be added to the list of conditional uses in Pod A of the Mansell Ridge Park Master Plan.
2. 'Church, Synagogue' shall be an approved use at 3755 Mansell Road and the primary auditorium for the 'Church, Synagogue' use shall be limited to no more than 400 fixed seats. The use of the property shall be limited to 'Church, Synagogue', 'Office' and, if a conditional use is approved for 'Day Care Center' use, 'Day Care Center'.
3. Conditional use approval of a 'Church, Synagogue' shall be limited to Free Chapel Worship Center; no additional 'Church, Synagogue' use by a party other than Free Chapel Worship Center shall be permitted within the approved space.
4. 'Church, Synagogue' shall be limited to worship services, professional offices, church group meetings, and childcare in conjunction with church operations and services. A 'Day Care Center' use that is open to the public shall require approval of a conditional use permit.
5. Sunday worship services shall be limited to 7:00 AM – 9:00 PM.
6. Church/applicant shall hire an off-duty officer to control traffic, if required by the City due to traffic impacts during services.
7. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.

ITEM DESCRIPTION:

The submitted request, if approved, would allow Free Chapel Worship Center to operate a 'Church, Synagogue' in the former Woodside Terrace office building. A master plan amendment is requested to the Mansell Ridge Park Master Plan Pod A to add 'Church, Synagogue' as a conditional use and a conditional use is requested to allow Free Chapel Worship Center to operate a 'Church, Synagogue' at the subject property. The applicant also requested a master plan amendment to add 'Day Care Center' as a conditional use; however, that use is already listed as a conditional use in the master plan. A conditional use for a 'Day Care Center' is not being pursued by the applicant at this time. The subject property is located at 3755 Mansell Road near the southwest corner of Mansell Road and Old Alabama Connector Road.

The property is zoned O-I (Office-Institutional) and is subject to the Mansell Ridge Park Master Plan Pod A. Woodside Terrace is approximately 9.9 acres and was developed in 1997 as a four (4) story, approximately 127,000 square foot office

building. Ravi Zacharias International Ministries, Inc. previously occupied the building which served as that ministry's headquarters. Surrounding properties are zoned O-I to the north and east. City of Roswell is located to the west and south (townhomes and single-family detached), Mansell One, Two & Three office buildings are located to the north and CESS Law Firm is located to the east.

Mansell Ridge Park Master Plan was approved in 1985 as a 106.7-acre office park with accessory retail uses. Pod A is designated for campus style office-institutional uses, with 'Day Care Center' listed as a conditional use. Pod C, which is designated for retail use, allows 'Church, Synagogue' as an accessory use. No other pods in the master plan identify 'Church, Synagogue' as a conditional or accessory use. Per the master plan development regulations, the property was developed with 100' buffers adjacent to the residential development to the west and south.

Free Chapel Worship Center has a congregation of approximately 550 members. The church is currently operating at Denmark High School (645 Mullinax Road) in Forsyth County. The church proposes to utilize the first two (2) floors of the building, which includes the Terrace level (23,998 square feet) and 1st Floor (23,155 square feet). The building includes a 300-seat auditorium, which the church will utilize for worship services and accommodating up to 400 people at each service including staff, volunteers, and children. The remaining three (3) floors of the building, 2nd – 4th Floors (76,829 square feet), will be leased to a professional office user(s). According to the applicant, church services will be held on Sunday mornings at 9:00 AM and 11:00 AM with the church open between 7:00 AM – 2:00 PM on Sundays. Church staff, including six (6) full time employees and four (4) part time employees, will keep office hours of 8:30 AM – 4:30 PM Monday through Thursday. The church youth group meets on Wednesday evenings between 6:30 PM – 9:00 PM and the young adult group meets twice a month on Tuesdays from 6:30 PM – 9:00 PM.

The Unified Development Code (UDC) requires one (1) parking space for each two (2) seats in the primary assembly room for a church and one (1) parking space per 250 square feet for professional office. Therefore, the 300-seat church requires 150 parking spaces, and the professional office space requires 307 parking spaces. The property was developed with approximately 509 parking spaces. There is sufficient parking available for the church and professional office uses.

TRAFFIC

The applicant provided a trip generation report (see below) which estimates that the church and office uses will generate 154 AM Peak Hour trips and 163 PM Peak Hour trips during the weekday, which represents a reduction of 47 AM Peak Hour trips and 35 PM Peak Hour trips. On Sundays, the church and office use are estimated to generate 169 Peak Hour trips.

Table 6: Sunday Trips Generated

Land Use Information	Project Trips			Equation Used[1]	In / Out Distribution
	Total	Inbound	Outbound		
560- Church - Sunday				**300**	**Seats**
Daily	663	332	331	T = 0.93(X)-16.74	50% / 50%
Peak Hour	153	75	78	T = 0.07(X)	60% / 40%
710- General Office Building - Sunday				**76,829**	**S.F.**
Daily	54	27	27	T = 0.70(X)	50% / 50%
Peak Hour	16	9	7	T = 0.21(X)	58% / 42%
Total Net External Daily Generated Trips					
Net New External Vehicle Trips					
Daily	717	359	358		
Peak Hour	169	84	85		

STANDARDS FOR MASTER PLAN AMENDMENTS

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 applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with office and residential uses. In addition, the property has access from a signalized intersection on an arterial road, as well as a secondary access which will help with high traffic volumes during Sunday services.

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

Response: The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with office and residential uses. The property has access from a signalized intersection, as well as a secondary access which will help with high traffic volumes during Sunday services.

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

Response: The proposal should not have significant impacts on the natural environment. The applicant proposes to re-use an existing building and there is no impact to trees.

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

Response: Mansell Ridge Park Master Plan allows 'Church, Synagogue' as an accessory use in Pod C, which is designated for retail use. It is unclear why the use was allowed in Pod C but not in Pods A and B, which are designated office-institutional and provide available parking during off-peak days and times.

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 should not have significant impacts on public facilities and services. It is estimated that the proposed use would generate fewer trips during the weekday peak hours.

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 zoning proposal reflects a reasonable balance. The proposal would result in fewer weekday peak hour trips.

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

Response: Mansell Ridge Park Master Plan allows 'Church, Synagogue' as an accessory use in Pod C, which is designated for retail use. It is unclear why the use was allowed in Pod C but not in Pods A and B, which are designated office-institutional and provide available parking during off-peak days and times.

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

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

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec.

4.2.3 (B) which are as follows:

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

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

Response: The property has access from a signalized intersection at Mansell Road and Mansell One Drive. In addition, the property has interparcel access with a property to the east, which has access to Mansell Exchange West. Approval of the proposed church use would reduce impacts on vehicular and pedestrian access due to fewer vehicular trips during the weekday peak hours.

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

Response: The above-referenced improvements are provided on the subject property.

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

Response: The proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with office and residential uses. In addition, the property has access from a signalized intersection, as well as a secondary access which will help with high traffic volumes during Sunday services.

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

Response: Not applicable.

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

Response: The proposal should not impede the normal and orderly development of surrounding properties, which are primarily developed with office and residential uses. In addition, the property has access from a signalized intersection, as well as a secondary access which will help with high traffic volumes during Sunday services.

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

Response: The location and character of the 'Church, Synagogue' is appropriate as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with office and residential uses.

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

Response: There are no 'Church, Synagogue' uses in the immediate area. There are two (2) adjacent residential developments; however, the subject property is appropriately separated from those developments.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria for a master plan amendment and conditional use. The applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are primarily developed with a mix of office and residential uses. In addition, there is sufficient parking, the use will

generate fewer vehicular trips during the weekday peak hours, and the property has access from a signalized intersection, as well as a secondary access which will help with high traffic volumes during Sunday services.

CITIZEN PARTICIPATION PLAN

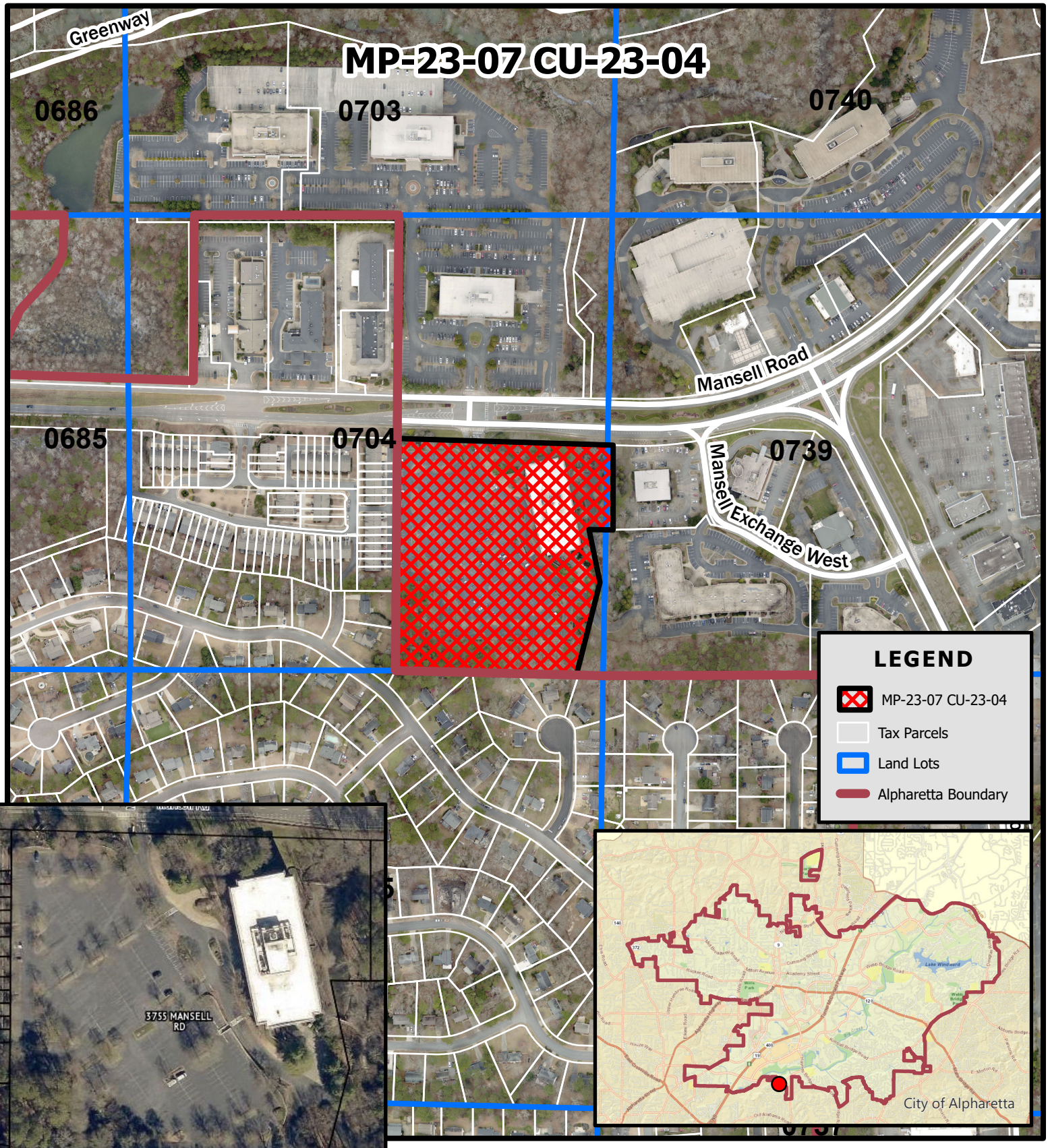
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

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

ATTACHMENTS:

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

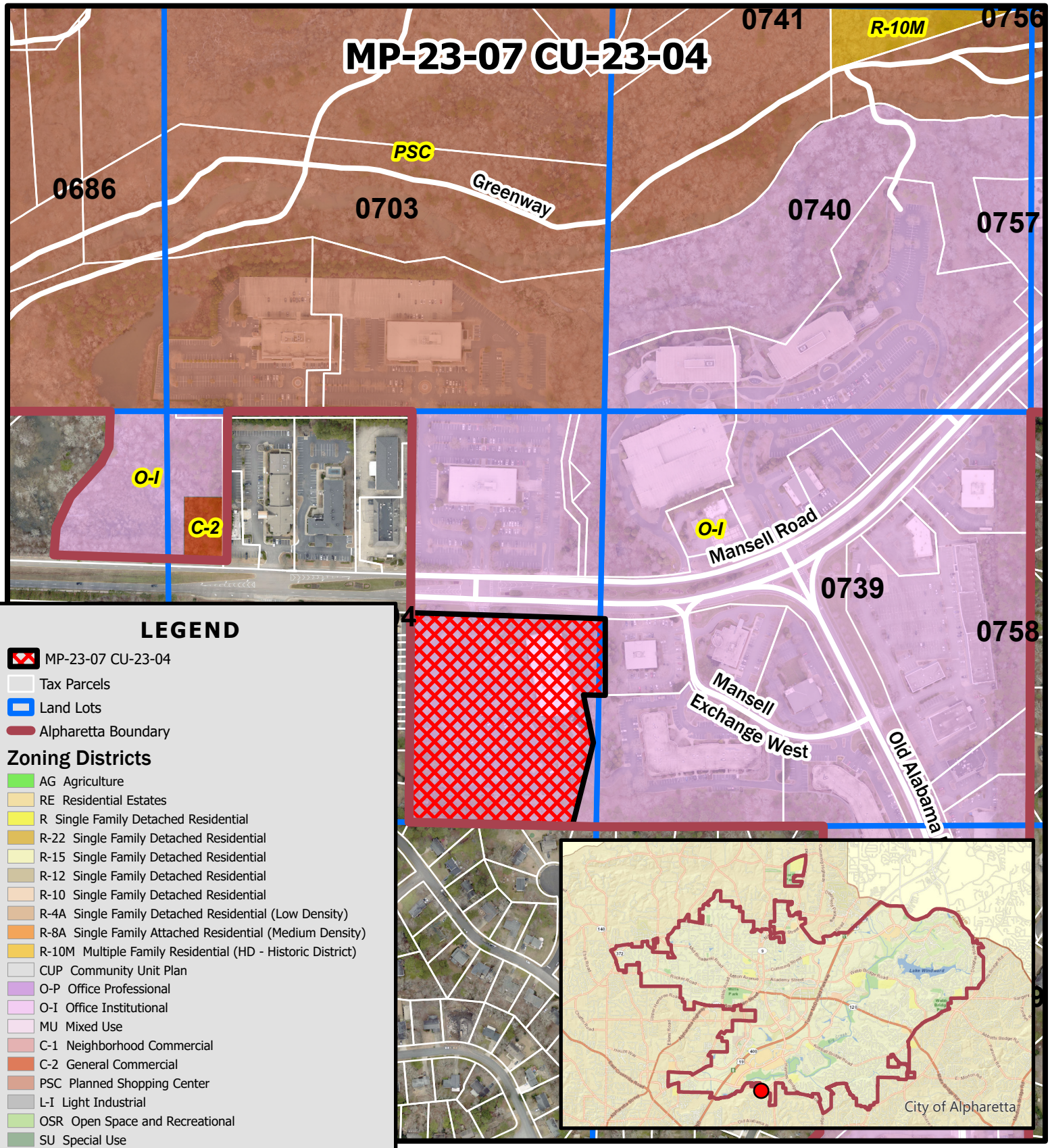


MP-23-07 CU-23-04
D/LL: 1/2/704, 739
PC: 11/02/23
CC: 11/27/23

Aerial Map
Free Chapel Worship Center
3755 Mansell Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- MP-23-07 CU-23-04
- Tax Parcels
- Land Lots
- Alpharetta Boundary

Zoning Districts

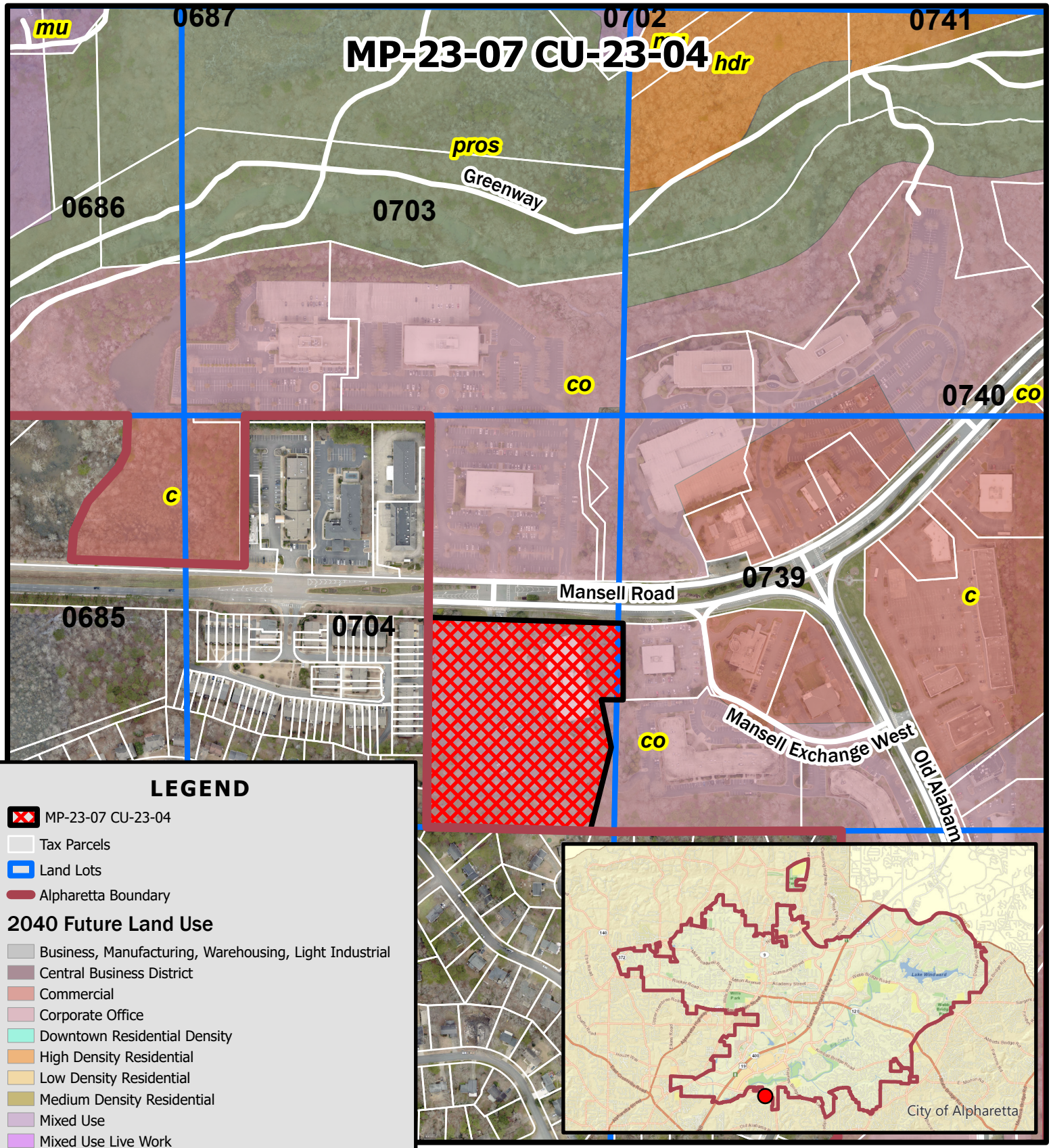
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- 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

MP-23-07 CU-23-04
D/LL: 1/2/704, 739
PC: 11/02/23
CC: 11/27/23

THE CITY OF ALPHARETTA GEORGIA

Zoning Map
Free Chapel Worship Center
3755 Mansell Road

Location Map Provided by:
Community Development - GIS



LEGEND

- MP-23-07 CU-23-04
- Tax Parcels
- Land Lots
- Alpharetta Boundary

2040 Future Land Use

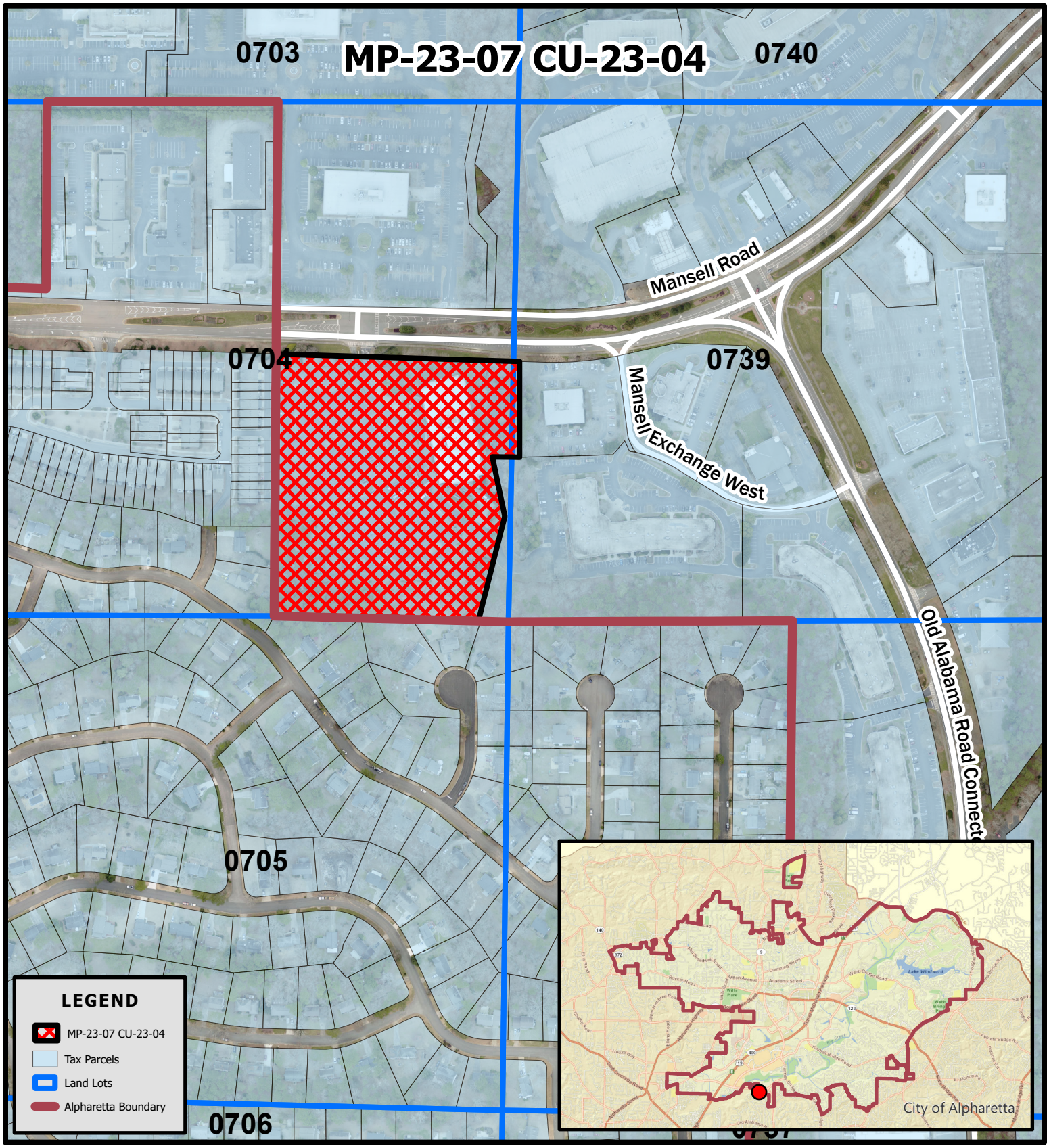
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional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

MP-23-07 CU-23-04
D/LL: 1/2/704, 739
PC: 11/02/23
CC: 11/27/23

Future Land Use Map
Free Chapel Worship Center
3755 Mansell Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



MP-23-07 CU-23-04
D/LL: 1/2/704, 739
PC: 11/02/23
CC: 11/27/23

Location Map
Free Chapel Worship Center
3755 Mansell Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

Community Zoning Information Meeting (CZIM) **October 13, 2023**

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

MP-23-07/CU-23-04 / Free Chapel Worship Center/3755 Mansell 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: 3755 Mansell Road

Contact Name: Mike Harden and Jessica Hill (counsel for Applicant) Telephone: (678) 677 8300

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.

On September 12, 2023, a letter describing the application and providing the hearing dates was mailed to the property owners within 500 feet of the subject property. Attached is a copy of the letter and a certificate of mailing listing each of the parties receiving the letter and confirming the mailing. No one has contacted either the applicant or me, the applicant's counsel, regarding the application or the letter.

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

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

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

SEE 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: Jessica Hill Date: 9/27/23

Print Form

Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216

troutman.com

troutman pepper

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

September 12, 2023

VIA U.S. MAIL
Property Owner

RE: MP-23-07/CU-23-04 – 3755 Mansell Road

Dear Property Owner:

I represent Free Chapel Worship Center, Inc. in connection with their proposed acquisition of an existing office building located at 3755 Mansell Road in the City of Alpharetta. Free Chapel Worship Center, Inc. has filed a master plan amendment and conditional use permit application with the City of Alpharetta to allow a church use in a portion of the existing building located at 3755 Mansell Road. The master plan amendment would also allow for day care center use to be reviewed in the future as a conditional use permit through a separate public hearing process. You are receiving this letter because you own property near 3755 Mansell Road and the City of Alpharetta requires public notice be sent to nearby property owners of zoning related applications in the area.

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 Planning Commission on **Thursday, November 2, 2023 at 6:30 PM** and City Council on **Monday, November 27, 2023 at 6:30 PM**. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009. If you have any questions regarding this application request, please feel free to contact me at your convenience. I can be reached at (404) 885-3925 or jessica.hill@troutman.com. If you want to learn more about Free Chapel's existing operations, you can visit their website at www.freechapel.org.

Sincerely,

Jessica L. Hill

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	Postmaster, per *(name of receiving employee)*		

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2.	HANES DAVE 210 JARDIN CT ALPHARETTA GA 30022-4611				
3.	MA YUQIN 215 CRANBERRY WAY ROSWELL GA 30076				
4.	MC KENZIE MICHAELA BEATRIX 220 JARDIN CT ALPHARETTA GA 30022-4611				
5.	ALIE JASON D & JILL K 2645 WAINWRIGHT WAY CUMMING GA 30041				
6.	VESSEL INVESTMENTS LLC 2664 THURLESTON LANE DULUTH GA 30097				

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2.		JJC ENTERPRISES INC 2950 MANSELL RD ALPHARETTA GA 30022				
3.		JEET & JJ LLC 3020 MANSELL RD ALPHARETTA GA 30022				
4.		RAMIC RAMIZ 315 SHERINGHAM TRL ROSWELL GA 30076				
5.		AL WAQEA LLC 3190 WINDSOR GATE RUN DULUTH GA 30096-7738				
6.		XU FEI 32 GREENLAND TRCE ATLANTA GA 30342				

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1.	TOPALOV NIKOLAY T & TOPALOVA VESELINA A 320 SHERINGHAM TRL ROSWELL GA 30076				
2.	STALLION RESOURCES DEVELOPMENT LLC 325 PELTON CT JOHNS CREEK GA 30022				
3.	BROWN FRED M 325 SHERINGHAM TRL ROSWELL GA 30076				
4.	CHARNECKI SUSANA M 335 SHERINGHAM TRL ROSWELL GA 30076				
5.	KONG JUSTIN LEE & WINGERT AMANDA LYNNE 340 SHERINGHAM TRL ROSWELL GA 30076				
6.	MORRIS JENNIFER 345 SHERINGHAM TRL ROSWELL GA 30076-2391				

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1.	RATELLE JOHN & RATELLE CAROLINE 3556 ALLEE ELM DR ALPHARETTA GA 30022				
2.	TIGHTLINE PROPERTIES LLC 3775 MANSELL RD ALPHARETTA GA 30022-8247				
3.	SUN YU & WANG YUAN 4058 FELLOWSHIP DR BUFORD GA 30519				
4.	HAMILTON CHARLES J & SUSAN 410 SHERINGHAM TER ROSWELL GA 30076				
5.	DA SILVA PAULO FERNANDO X & DAISY C 425 SHERINGHAM TER ROSWELL GA 30076				
6.	FASSE SHERYL KAYE 430 SHERINGHAM TER ROSWELL GA 30076				

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

See Reverse for Instructions

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USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	DELGADO JULIO & DENNIS 435 SHERINGHAM TER ROSWELL GA 30348				
2.	GOETZ HENRY L JR & SHERRY A 440 SHERINGHAM TER ROSWELL GA 30076-3717				
3.	DE SHIELDS DORINA E 445 SHERINGHAM TER ROSWELL GA 30076				
4.	PARLIN PALMOLLA 450 SHERINGHAM TER ROSWELL GA 30076				
5.	RAY ALEXANDER & KAREN J 455 SHERINGHAM TER ROSWELL GA 30076				
6.	RAVI ZACHARIAS INTERNATIONAL MINISTRIES INC 4725 PEACHTREE CORNERS CIR STE 250 NORCROSS GA 30092				

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO of Pieces Listed by Sender	TOTAL NO of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt*
			
	Postmaster, per (*name of receiving employee*)		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	DAYAN GAL 490 BARNESLEY LN ALPHARETTA GA 30022				
2.	OGAR LIVING TRUST THE 5119 E CHARLESTON AVE SCOTTSDALE AZ 85254				
3.	ROBERTSON JOSEPH & DHARMARAJ REBECCA 5600 ASHEFORDE LANE MARIETTA GA 30068				
4.	MARLEY FAMILY TRUST THE 6000 HEARTFORD CIR ROSWELL GA 30075				
5.	KENNERTY RACHEL 605 CRANBERRY CT ROSWELL GA 30076				
6.	BORJAS ISRAEL 610 SHERINGHAM CT ROSWELL GA 30076				

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	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	KARSK MICHELE R 645 CRANBERRY TRL ROSWELL GA 30076				
2.	SILVA TAMARA & SILVA STEVEN 655 CRANBERRY TRL ROSWELL GA 30076				
3.	RODRIGUEZ MATTHEW 675 CRANBERRY TRL ROSWELL GA 30076				
4.	VIVIANI JAN M & MICHAEL B 680 CRANBERRY TRL ROSWELL GA 30076				
5.	BALOUKJY EDGARD 685 CRANBERRY TRL ROSWELL GA 30076				
6.	MORRIS PATRICIA M & J RICK 690 CRANBERRY TRL ROSWELL GA 30076				

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	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	HERNANDEZ ANGIE 1820 JARDIN CT ALPHARETTA GA 30022-4601				
2.	FREML HILAREE 1830 JARDIN CT ALPHARETTA GA 30022				
3.	AGBATO OLATUNDE A & AGBATO OLUFUNMILAYO A 1840 JARDIN CT ALPHARETTA GA 30022				
4.	PANDEY SUSAN 1850 JARDIN CT ALPHARETTA GA 30022				
5.	UN ALAN & CHI KONG 1860 JARDIN CT UNIT 4 ALPHARETTA GA 30022				
6.	BONIFACIO MICHAEL S 2000 JARDIN CT ALPHARETTA GA 30022				

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		Postmaster, per (*name of receiving employee*)	

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	GOODRICH CHRISTOPHER S 1630 JARDIN CT ALPHARETTA GA 30022				
2.	HORVATH KENNETH A & HORVATH JANET E 1640 JARDIN CT ROSWELL GA 30076				
3.	~~LEFKOVITS MARC~~ ~~18 BONNIE LANE~~ ~~ATLANTA GA 30328~~				
4.	HPA BORROWER 2016 1 LLC 180 N STETSON 3650 CHICAGO IL 60601				
5.	LI YUN 1800 JARDIN CT ALPHARETTA GA 30022				
6.	LOGGINS GEORGE CHRISTOPHER 1810 JARDIN CT ALPHARETTA GA 30022				

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	~~CHUNG IYU DAVE~~ ~~1460 JARDIN CT~~ ~~ALPHARETTA GA 30022~~				
2.	SAAJ LLC 1516 SHETLAND PONY CT SUWANEE GA 30024				
3.	MERIDAN MARK CORP 1575 NORTHEAST EXPY ATLANTA GA 30329				
4.	EKLER IRINA 1600 JARDIN CT ALPHARETTA GA 30022				
5.	TURNER RYAN 1610 JARDIN CT ALPHARETTA GA 30022				
6.	CANALES JENNIFER ALVAREZ 1620 JARDIN CT ALPHARETTA GA 30022				

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	SURNENI LAHARI & MADHAVARAM KIRAN KUMAR 1305 JARDIN CT ALPHARETTA GA 30022				
2.	MONTALVO JORGE L ALMEYDA & WONG DIANA LUZ 1315 JARDIN CT ALPHARETTA GA 30022				
3.	MOHR JOHN 1325 JARDIN CT ALPHARETTA GA 30022				
4.	DIWAN MUNAWAR SALEEM & MEERA 1400 JARDIN CT ROSWELL GA 30076				
5.	JAFARI ROXANA M 1430 JARDIN CT ALPHARETTA GA 30022				
6.	STEWART ISAIAH ALLEN 1450 JARDIN CT ALPHARETTA GA 30022				

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	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	TRISTAR FUND VI LP 1201 PEACHTREE ST NE STE 1110 ATLANTA GA 30361				
2.	BUKKAPATTANAM ACHYUTH & GADE SINDHURA 1210 JARDIN CT ALPHARETTA GA 30022				
3.	MATSUMOTO ATSUSHI 1220 JARDIN CT ALPHARETTA GA 30022-4604				
4.	JAIN AMITH SUBHASH C 1230 JARDIN CT ALPHARETTA GA 30022				
5.	MORGAN VIOLA & COLE REX 1240 JARDIN CT # 25 ALPHARETTA GA 30022				
6.	AMYTUTEJA LLC 125 AMBERLY PL ROSWELL GA 30075				

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	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	TIMBER CREEK COMMUNITY ASSOCIATION INC 1100 NORTHMEADOW PKWY STE 114 ROSWELL GA 30076				
2.	~~INTHARAKSA ETH & DIANE K~~ ~~1105 JARDIN CT # 61~~ ~~ALPHARETTA GA 30022~~				
3.	JOHNSON TONJA 1115 JARDIN CT ALPHARETTA GA 30022				
4.	BREEDLOVE JAMES 115 CRANBERRY CONNECTION ROSWELL GA 30076				
5.	~~TSO AP III SPE 1 LP~~ ~~1170 PEACHTREE ST STE 2000~~ ~~ATLANTA GA 30309~~				
6.	~~SALAHIEH HUMAM~~ ~~1200 JARDIN CT~~ ~~ALPHARETTA GA 30022~~				

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		Postmaster, per *(name of receiving employee)*	

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	WEST JEROME J & SHARON O 1055 CRANBERRY CREEK ROSWELL GA 30076				
2.	MARK JAMES A & MARK DEBORAH 1060 CRANBERRY CRK ROSWELL GA 30076				
3.	NIMMAGADDA KISHORE & ALLURI MANASVI 1060 JARDIN CT ALPHARETTA GA 30022				
4.	BARTEK ROBERT S & BARTEK NORMA I 1065 CRANBERRY CRK ROSWELL GA 30076				
5.	TELFORD STEVEN M & NORRIS ELIZABETH M 1070 CRANBERRY CRK ROSWELL GA 30076				
6.	STEPHENS DANIEL HOWARD 110 CRANBERRY CONNECTION ROSWELL GA 30076				

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	Postmaster: per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	ZHOU LEI & TANG WEI HSI 1030 JARDIN CT 33 ALPHARETTA GA 30022				
2.	QIAN CHENG 1040 JARDIN CT ALPHARETTA GA 30022				
3.	LEMCOE DARLENE D 1045 CRANBERRY CRK ROSWELL GA 30076				
4.	KRUEGER JEFFREY J & DOLLY L 1050 CRANBERRY CREEK ROSWELL GA 30076				
5.	VINAY BINDU H & SHIVAIAH VINAY 1050 JARDIN CT ALPHARETTA GA 30022				
6.	NORTH ATLANTA NATIONAL BANK 10500 OLD ALABAMA CONNECTOR RD ALPHARETTA GA 30022				

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, and USPS ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	TO WHOM IT MAY CONCERN 3755 MANSELL RD ALPHARETTA GA 30022				
2.	LAM LEUNG CHU ERIC & LAI WING YAN SALLY 1000 JARDIN CT UNIT 36 ALPHARETTA GA 30022				
3.	GHUMAN HARJINDER S 1010 JARDIN CT ALPHARETTA GA 30022				
4.	GARDELLA JESSICA CAPITEL & GARDELLA SETH ANDREW 1020 CRANBERRY CRK ROSWELL GA 30076				
5.	HARISH ESHWAR GOWDA 1020 JARDIN CT ALPHARETTA GA 30022				
6.	PANTELIS HELEN 1030 CRANBERRY CREEK ROSWELL GA 30076-2379				

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			quadient $011.70 SEP 12 2023 US POSTAGE ATLANTA
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	QUASS LINDA J 695 CRANBERRY TRL ROSWELL GA 30076				
2.	SAGAT PETER & ANDREA 705 CRANBERRY TRL ROSWELL GA 30004				
3.	ALI SAYYAF & HENKEL ZAHRA KATHERINE 710 CRANBERRY TRL ROSWELL GA 30076				
4.	POWELL KATHLEEN R & POWELL KENT R 715 CRANBERRY TRL ROSWELL GA 30076				
5.	WESTBROOK LAURA A & WESTBROOK MATTHEW M 725 CRANBERRY TRL ROSWELL GA 30076				
6.	CODY KIMBERLY D 735 CRANBERRY TRL ROSWELL GA 30076				

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USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	LEBARON PAUL M & SUSAN B 740 CRANBERRY TRL ROSWELL GA 30076				
2.	RUNYAN THOMAS GREGORY & FOWNES KATHLEEN REBECCA 755 CRANBERRY TRL ROSWELL GA 30076				
3.	KESLER ROBERT A 760 CRAMBERRY TRL ROSWELL GA 30076				
4.	GOODNER BRIAN D & GOODNER KATHRYN 765 CRANBERRY TRL ROSWELL GA 30076				
5.	CARKUFF CAROL LEE A 775 CRANBERRY TRL ROSWELL GA 30076				
6.	KIM MI JUNG & TAE J 780 CRANBERRY TRL ROSWELL GA 30076				

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1.	PETERSON ERIK J & DRUFFEL PETERSON CYNTHIA LYNN 785 CRANBERRY TRL ROSWELL GA 30076				
2.	MYERS KIMBERLY 792 SHAFFER ST CORONA GA 92879				
3.	DIALLO IBRAHIMA S & ASSIATOU 840 JARDIN CT 38 ALPHARETTA GA 30022				
4.	LUCAS JEANNIE S 850 JARDIN CT ALPHARETTA GA 30022				
5.	DACHURI NEELIMA 8525 PRAIRIE DUNES WAY DULUTH GA 30097				
6.	TAKATSUKA SEIJI GINZA SIX 10-1 GINZA 6-CHOME				

LIST OF OWNERS NOTIFIED

TO WHOM IT MAY CONCERN
3755 MANSELL RD
ALPHARETTA GA 30022

LAM LEUNG CHU ERIC & LAI WING YAN SALLY
1000 JARDIN CT UNIT 36
ALPHARETTA GA 30022

GHUMAN HARJINDER S
1010 JARDIN CT
ALPHARETTA GA 30022

GARDELLA JESSICA CAPITEL & GARDELLA SETH ANDREW
1020 CRANBERRY CRK
ROSWELL GA 30076

HARISH ESHWAR GOWDA
1020 JARDIN CT
ALPHARETTA GA 30022

PANTELIS HELEN
1030 CRANBERRY CREEK
ROSWELL GA 30076-2379

ZHOU LEI & TANG WEI HSI
1030 JARDIN CT 33
ALPHARETTA GA 30022

QIAN CHENG
1040 JARDIN CT
ALPHARETTA GA 30022

LEMCOE DARLENE D
1045 CRANBERRY CRK
ROSWELL GA 30076

KRUEGER JEFFREY J & DOLLY L
1050 CRANBERRY CREEK
ROSWELL GA 30076

VINAY BINDU H & SHIVAIAH VINAY
1050 JARDIN CT
ALPHARETTA GA 30022

NORTH ATLANTA NATIONAL BANK
10500 OLD ALABAMA CONNECTOR RD
ALPHARETTA GA 30022

WEST JEROME J & SHARON O
1055 CRANBERRY CREEK
ROSWELL GA 30076

MARK JAMES A & MARK DEBORAH
1060 CRANBERRY CRK
ROSWELL GA 30076

NIMMAGADDA KISHORE & TALLURI MANASVI
1060 JARDIN CT
ALPHARETTA GA 30022

BARTEK ROBERT S & BARTEK NORMA I
1065 CRANBERRY CRK
ROSWELL GA 30076

TELFORD STEVEN M & NORRIS ELIZABETH M
1070 CRANBERRY CRK
ROSWELL GA 30076

STEPHENS DANIEL HOWARD
110 CRANBERRY CONNECTION
ROSWELL GA 30076

TIMBER CREEK COMMUNITY ASSOCIATION INC
1100 NORTHMEADOW PKWY STE 114
ROSWELL GA 30076

INTHARAKSA ETH & DIANE K
1105 JARDIN CT # 61
ALPHARETTA GA 30022

JOHNSON TONJA
1115 JARDIN CT
ALPHARETTA GA 30022

BREEDLOVE JAMES
115 CRANBERRY CONNECTION
ROSWELL GA 30076

TSO AP III SPE 1 LP
1170 PEACHTREE ST STE 2000
ATLANTA GA 30309

SALAHIEH HUMAM
1200 JARDIN CT
ALPHARETTA GA 30022

TRISTAR FUND VI LP
1201 PEACHTREE ST NE STE 1110
ATLANTA GA 30361

BUKKAPATTANAM ACHYUTH & GADE SINDHURA
1210 JARDIN CT
ALPHARETTA GA 30022

MATSUMOTO ATSUSHI
1220 JARDIN CT
ALPHARETTA GA 30022-4604

JAIN AMITH SUBHASH C
1230 JARDIN CT
ALPHARETTA GA 30022

MORGAN VIOLA & COLE REX
1240 JARDIN CTR # 25
ALPHARETTA GA 30022

AMYTUTEJA LLC
125 AMBERLY PL
ROSWELL GA 30075

SURNENI LAHARI & MADHAVARAM KIRAN KUMAR
1305 JARDIN CT
ALPHARETTA GA 30022

MONTALVO JORGE L ALMEYDA & WONG DIANA LUZ
1315 JARDIN CT
ALPHARETTA GA 30022

MOHR JOHN
1325 JARDIN CT
ALPHARETTA GA 30022

DIWAN MUNAWAR SALEEM & MEERA
1400 JARDIN CT
ROSWELL GA 30076

JAFARI ROXANA M
1430 JARDIN CT
ALPHARETTA GA 30022

STEWART ISAIAH ALLEN
1450 JARDIN CT
ALPHARETTA GA 30022

CHUNG IYU DAVE
1460 JARDIN CT
ALPHARETTA GA 30022

SAAJ LLC
1516 SHETLAND PONY CT
SUWANEE GA 30024

MERIDAN MARK CORP
1575 NORTHEAST EXPY
ATLANTA GA 30329

EKLER IRINA
1600 JARDIN CT
ALPHARETTA GA 30022

TURNER RYAN
1610 JARDIN CT
ALPHARETTA GA 30022

CANALES JENNIFER ALVAREZ
1620 JARDIN CT
ALPHARETTA GA 30022

GOODRICH CHRISTOPHER S
1630 JARDIN CT
ALPHARETTA GA 30022

HORVATH KENNETH A & HORVATH JANET E
1640 JARDIN CT
ROSWELL GA 30076

LEFKOVITS MARC
18 BONNIE LANE
ATLANTA GA 30328

HPA BORROWER 2016 1 LLC
180 N STETSON 3650
CHICAGO IL 60601

LI YUN
1800 JARDIN CT
ALPHARETTA GA 30022

LOGGINS GEORGE CHRISTOPHER
1810 JARDIN CT
ALPHARETTA GA 30022

HERNANDEZ ANGIE
1820 JARDIN CT
ALPHARETTA GA 30022-4601

FREML HILAREE
1830 JARDIN CT
ALPHARETTA GA 30022

AGBATO OLATUNDE A & AGBATO OLUFUNMILAYO A
1840 JARDIN CT
ALPHARETTA GA 30022

PANDEY SUSAN
1850 JARDIN CT
ALPHARETTA GA 30022

UN ALAN & CHI KONG
1860 JARDIN CT UNIT 4
ALPHARETTA GA 30022

BONIFACIO MICHAEL S
2000 JARDIN CT
ALPHARETTA GA 30022

ZHAI WENBIN
2020 JARDIN CT
ALPHARETTA GA 30022

HANES DAVE
210 JARDIN CT
ALPHARETTA GA 30022-4611

MA YUQIN
215 CRANBERRY WAY
ROSWELL GA 30076

MC KENZIE MICHAELA BEATRIX
220 JARDIN CT
ALPHARETTA GA 30022-4611

ALIE JASON D & JILL K
2645 WAINWRIGHT WAY
CUMMING GA 30041

VESSEL INVESTMENTS LLC
2664 THURLESTON LANE
DULUTH GA 30097

PARKSIDE TERRACE LLC
290 S LASALLE ST STE 1730
CHICAGO IL 60603

JJC ENTERPRISES INC
2950 MANSELL RD
ALPHARETTA GA 30022

JEET & JJ LLC
3020 MANSELL RD
ALPHARETTA GA 30022

RAMIC RAMIZ
315 SHERINGHAM TRL
ROSWELL GA 30076

AL WAQEA LLC
3190 WINDSOR GATE RUN
DULUTH GA 30096-7738

XU FEI
32 GREENLAND TRCE
ATLANTA GA 30342

TOPALOV NIKOLAY T & TOPALOVA VESELINA A
320 SHERINGHAM TRL
ROSWELL GA 30076

STALLION RESOURCES DEVELOPMENT LLC
325 PELTON CT
JOHNS CREEK GA 30022

BROWN FRED M
325 SHERINGHAM TRL
ROSWELL GA 30076

CHARNECKI SUSANA M
335 SHERINGHAM TRL
ROSWELL GA 30076

KONG JUSTIN LEE & WINGERT AMANDA LYNNE
340 SHERINGHAM TRL
ROSWELL GA 30076

MORRIS JENNIFER
345 SHERINGHAM TRL
ROSWELL GA 30076-2391

RATELLE JOHN & RATELLE CAROLINE
3556 ALLEE ELM DR
ALPHARETTA GA 30022

TIGHTLINE PROPERTIES LLC
3775 MANSELL RD
ALPHARETTA GA 30022-8247

SUN YU & WANG YUAN
4058 FELLOWSHIP DR
BUFORD GA 30519

HAMILTON CHARLES J & SUSAN
410 SHERINGHAM TER
ROSWELL GA 30076

DA SILVA PAULO FERNANDO X & DAISY C
425 SHERINGHAM TER
ROSWELL GA 30076

FASSE SHERYL KAYE
430 SHERINGHAM TER
ROSWELL GA 30076

DELGADO JULIO & DENNIS
435 SHERINGHAM TER
ROSWELL GA 30348

GOETZ HENRY L JR & SHERRY A
440 SHERINGHAM TER
ROSWELL GA 30076-3717

DE SHIELDS DORINA E
445 SHERINGHAM TER
ROSWELL GA 30076

PARLIN PALMOLLA
450 SHERINGHAM TER
ROSWELL GA 30076

RAY ALEXANDER & KAREN J
455 SHERINGHAM TER
ROSWELL GA 30076

RAVI ZACHARIAS INTERNATIONAL MINISTRIES INC
4725 PEACHTREE CORNERS CIR STE 250
NORCROSS GA 30092

DAYAN GAL
490 BARNESLEY LN
ALPHARETTA GA 30022

OGAR LIVING TRUST THE
5119 E CHARLESTON AVE
SCOTTSDALE AZ 85254

ROBERTSON JOSEPH & DHARMARAJ REBECCA
5600 ASHEFORDE LANE
MARIETTA GA 30068

MARLEY FAMILY TRUST THE
6000 HEARTFORD CIR
ROSWELL GA 30075

KENNERTY RACHEL
605 CRANBERRY CT
ROSWELL GA 30076

BORJAS ISRAEL
610 SHERINGHAM CT
ROSWELL GA 30076

KARSK MICHELE R
645 CRANBERRY TRL
ROSWELL GA 30076

SILVA TAMARA & SILVA STEVEN
655 CRANBERRY TRL
ROSWELL GA 30076

RODRIGUEZ MATTHEW
675 CRANBERRY TRL
ROSWELL GA 30076

VIVIANI JAN M & MICHAEL B
680 CRANBERRY TRL
ROSWELL GA 30076

BALOUKJY EDGARD
685 CRANBERRY TRL
ROSWELL GA 30076

MORRIS PATRICIA M & J RICK
690 CRANBERRY TRL
ROSWELL GA 30076

QUASS LINDA J
695 CRANBERRY TRL
ROSWELL GA 30076

SAGAT PETER & ANDREA
705 CRANBERRY TRL
ROSWELL GA 30004

ALI SAYYAF & HENKEL ZAHRA KATHERINE
710 CRANBERRY TRL
ROSWELL GA 30076

POWELL KATHLEEN R & POWELL KENT R
715 CRANBERRY TRL
ROSWELL GA 30076

WESTBROOK LAURA A & WESTBROOK MATTHEW M
725 CRANBERRY TRL
ROSWELL GA 30076

CODY KIMBERLY D
735 CRANBERRY TRL
ROSWELL GA 30076

LEBARON PAUL M & SUSAN B
740 CRANBERRY TRL
ROSWELL GA 30076

RUNYAN THOMAS GREGORY & FOWNES KATHLEEN REBECCA
755 CRANBERRY TRL
ROSWELL GA 30076

KESLER ROBERT A
760 CRAMBERRY TRL
ROSWELL GA 30076

GOODNER BRIAN D & GOODNER KATHRYN
765 CRANBERRY TRL
ROSWELL GA 30076

CARKUFF CAROL LEE A
775 CRANBERRY TRL
ROSWELL GA 30076

KIM MI JUNG & TAE J
780 CRANBERRY TRL
ROSWELL GA 30076

PETERSON ERIK J & DRUFFEL PETERSON CYNTHIA LYNN
785 CRANBERRY TRL
ROSWELL GA 30076

MYERS KIMBERLY
792 SHAFFER ST
CORONA GA 92879

DIALLO IBRAHIMA S & ASSIATOU
840 JARDIN CT 38
ALPHARETTA GA 30022

LUCAS JEANNIE S
850 JARDIN CT
ALPHARETTA GA 30022

DACHURI NEELIMA
8525 PRAIRIE DUNES WAY
DULUTH GA 30097

TAKATSUKA SEIJI
GINZA SIX 10-1 GINZA 6-CHOME

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:

Free Chapel Worship Center, Inc.

Contact Name: c/o Michael Harden Telephone: (678) 677-8300

Address: 1290 McEver Road Suite:

City Gainesville State: GA Zip: 30504 Fax:

Mobile Tel: (912) 667-0757 Email: mike.harden@freechapel.org

Subject Property Information:

Address: 3755 Mansell Road Current Zoning: O-I

District: 12 Section: Land Lot: 262 Parcel ID: 12 2620007040257

Proposed Zoning: O-I (no change) Current Use: office

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

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

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Ravi Zacharias International Ministries Telephone: (770) 449-6766

Address: 3755 Mansell Road Suite:

City Alpharetta State: GA Zip: 30022 -

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: Free Chapel Worship Center, Inc. Telephone: (678) 677-8300

Address: 1290 McEver Road Suite:

City Gainesville State: GA Zip: 30504 -

So Sworn and Attested:

Owner Signature: [signature] Date: 8/30/23

Notary: TAKENDRA LEVINS
Notary Public - State of Georgia
Cobb County
My Commission Expires May 31, 2025

Notary Signature: [signature] Date: 8/30/23

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: _____

Subject Public Hearing Case: 3755 Mansell Road

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: _____ Position: _____

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 8/30/23

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Troutman Pepper / Free Chapel Worship Center

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 9/1/23

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Free Chapel Worship Center, Inc.

Subject Public Hearing Case: 3755 Mansell Road

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. 36-67A-3.

Signature: [signature] Date: 8/30/23

Applicant Request And Intent

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

The property is proposed to be utilized as for church and office uses. In the future, a day care center use may be added as an extension of the church operation.

Applicant's Request (Please itemize the proposal):

The Applicant requests the following:

1. Master plan amendment of the Mansell Ridge Master Plan in Pod A to add church use and day care center use as conditional uses in (B); and
2. Conditional use permit from Section 2.2.13.A.3.a and Pod A of the Mansell Ridge Master Plan to allow church use.

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

The Applicant proposes to utilize a portion of the exisiting office building for church use. The balance of the improvements would be utilized for traditional office use for the church and likely third party office use. The existing building contains approximately 127,000 square feet and the first two floors are expected to contain church and accessory office uses. The balance of the square footage may remain office and be subleased or may be integrated into church use in the future.

Church services will occur on Sunday mornings and are expected to occur at 9 am and 11am and the church would be open on Sundays from 7am-2pm. Monday through Thursday the church staff would keep typical office hours of 8:30am-4:30pm. The church youth group meets Wednesday evenings between 6:30pm-9pm and the young adult group meets twice a month on Tuesdays from 6:30pm-9pm. Periodically there are other groups, such as the men's or women's groups that might meet in the evening. The main auditorium contains 300 seats and including children and volunteers, approximately 400 people could be accommodated at each service. The church campus currently meets at Denmark High School.

In the future the applicant may add a day center use for kids ages six weeks to six years old. The applicant is not pursuing approval of a day care center on the property in this application, however, the application does request an amendment to the current master plan to add day care center as a conditional use since an amendment to the master plan to add church use is already being requested. Any day care center use on the property would apply for a separate conditional use permit approval when the full details of the day care center operation are known.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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

See attached.

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.

N/A

Alpharetta Planning Commission Review Criteria
3755 Mansell Road, Alpharetta, Georgia

1. **How will this proposal be compatible with surrounding properties?**

The property is located adjacent to office and medical uses to the east, townhomes to the west, single family homes to the south and a variety of nonresidential uses including two hotels, restaurants and office uses to the north across Mansell Road. The applicant proposes to use the existing improvements for church and office uses and potentially a day care center use in the future, which are compatible with nearby uses and will have no detrimental impact to surrounding properties. The applicant does not intend to redevelop the property and existing building; instead, only interior renovations are proposed.

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

The proposed uses are not expected to adversely impact surrounding property values and usage. The property is located in a node with a mix of uses including office, hotel, restaurant, medical office and residential uses. The proposed institutional uses are complementary to the existing mix of uses in the area.

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

The property is currently zoned O-I and no change to the underlying zoning category are being requested. A religious ministry use previously occupied the property as their headquarter location and has vacated the premises. Market challenges with leasing and developing office space nationwide have impaired the economic use of the property as an office building. Many office owners are investigating options to repurpose their existing office buildings for other uses. Further, the existing improvements include an auditorium which makes the existing improvements uniquely suited to adaptive reuse for church use.

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

The proposed uses are not expected to have an increase to the population because no residential use is proposed. No adverse impact on traffic is expected based on the uses. Church services will be held on Sundays, with additional events in the evenings. The preschool use will operate Monday through Friday between 7am to 6pm and is not expected to have a burdensome impact on traffic. The existing improvements are located at a median break and have a lengthy drive aisle before an existing drop off lane in front of the building. Ample parking is also provided on site. The continued

use of the balance of the existing improvements for office use aligns with the current use and traffic impact.

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

The proposed use will have no impact to schools and should create no increased utility demand. The improvements are existing and served by utilities and no residential use is proposed to impact schools.

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

The property is designated as Corporate Office on Alpharetta's Comprehensive Plan. Consistent with the Corporate Office land use area, the property will be used for traditional office uses serving the church and potentially third parties Monday through Friday. The uses are appropriate given the context of the surrounding mix of uses.

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

The property has most recently been used as a church ministry office which has vacated the premises. Diminished demand for office use over the past few years has challenged leasing efforts for existing aging office buildings, similar to the existing improvements. The proposal to adaptively reuse the existing office building for a mix of church and office uses and a potential future day care center use is a creative way to mitigate the lack of demand for office use. Further, the requested Conditional Use Permit to allow for the proposed use is compatible with the surrounding mix of office, hotel, medical office, residential and commercial uses.

8. 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.

N/A.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 704 AND 739 OF THE 1ST DISTRICT, AND 2ND SECTION OF FULTON COUNTY, IN THE CITY OF ALPHARETTA, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 704, 705, 738 AND 739 AND THENCE RUNNING WESTERLY ALONG THE LAND LOT LINE BETWEEN LAND LOTS 704 AND 705, SOUTH 89°41'56" WEST A DISTANCE OF 105.00 FEET, TO AN IRON PIN FOUND, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

THENCE, FROM THE TRUE POINT OF BEGINNING, CONTINUE ALONG SAID LAND LOT LINE BETWEEN LAND LOTS 704 AND 705, SOUTH 89°41'56" WEST A DISTANCE OF 535.46 FEET, TO AN IRON PIN FOUND; THENCE, LEAVING SAID COMMON LAND LOT LINE, NORTH 00°10'02" EAST A DISTANCE OF 719.49 FEET, TO AN IRON PIN FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSELL ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 88°01'56" EAST A DISTANCE OF 419.81 FEET, TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 83°27'34" EAST A DISTANCE OF 150.48 FEET, TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 88°01'51" EAST A DISTANCE OF 100.95 FEET, TO A POINT; THENCE, LEAVE SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°19'54" WEST A DISTANCE OF 253.03 FEET, TO AN IRON PIN FOUND; THENCE, SOUTH 89°46'00" WEST A DISTANCE OF 100.00 FEET, TO A POINT; THENCE, SOUTH 11°54'15" EAST A DISTANCE OF 160.00 FEET, TO A POINT; THENCE, SOUTH 14°04'55" WEST A DISTANCE OF 280.07 FEET, TO AN IRON PIN FOUND, AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 9.882 ACRES.

Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216

troutman.com

Jessica L. Hill
D 404.885.3925
jessica.hill@troutman.com

September 1, 2023

City of Alpharetta
c/o Department of Community Development Department
2 Park Plaza
Alpharetta, GA 30009

RE: 3755 Mansell Road Letter of Intent

To Whom It May Concern:

This public hearing application requests a master plan amendment to the Mansell Ridge Park Master Plan adopted in 1991 to add church and day care center use as conditional uses within Pod A and to approve conditional use permits from the Mansell Ridge Park Master Plan and the O-I zoning district to facilitate adding a church use on the property. Any day care center use on the property will pursue a conditional use permit through a future separate application. The existing office building will be adaptively reused to implement the church use on the first two floors and the balance of the building will continue to be used for office purposes.

The applicant, Free Chapel, is a contemporary Christian church with five existing Georgia locations. One of the existing locations with a congregation of approximately 550 people meets at Denmark High School located at 645 Mullinax Road, just east of the Alpharetta city limits in Forsyth County. If approved, that congregation will move to this property as its permanent location. The church will have two services on Sunday morning and church office hours on Sunday between 7am-2pm. The church office also has limited staff that will be on site Monday through Thursday 8:30am-4:30pm. The church youth group meets Wednesday nights between 6:30pm-9pm and young adults meet twice a month on Tuesdays between 6:30pm-9pm. The youth and young adult groups are 50-75 people. A few times each quarter there may be other men's, women's and similar groups that meet in the evening. The church expects to accommodate approximately 400 people at each service including staff, volunteers and children.

The existing four-story office building has most recently been occupied by religious based company and served as the headquarters for that ministry. The existing office building includes a 300-seat auditorium that is ideal for adaptive reuse with a church use.

On behalf of my client, Free Chapel, we look forward to sharing this opportunity with the City of Alpharetta and answering any questions you may have.

Sincerely yours,



Jessica L. Hill

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: 3755 Mansell Road

Contact Name: Mike Harden Telephone: (678) 677-8300

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.

All adjoining property owners and all property owners within 500' of the property, as identified through Alpharetta's GIS, will be notified regarding the application. Enclosed with this application is a list of the parties that will be notified.

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

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

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

All identified stakeholders will be contacted via letter and provided contact information to contact the owner and their representatives to discuss questions or concerns about the application.

TO WHOM IT MAY CONCERN
3755 MANSELL RD
ALPHARETTA GA 30022

LAM LEUNG CHU ERIC & LAI WING YAN SALLY
1000 JARDIN CT UNIT 36
ALPHARETTA GA 30022

GHUMAN HARJINDER S
1010 JARDIN CT
ALPHARETTA GA 30022

GARDELLA JESSICA CAPITEL & GARDELLA SETH ANDREW
1020 CRANBERRY CRK
ROSWELL GA 30076

HARISH ESHWAR GOWDA
1020 JARDIN CT
ALPHARETTA GA 30022

PANTELIS HELEN
1030 CRANBERRY CREEK
ROSWELL GA 30076-2379

ZHOU LEI & TANG WEI HSI
1030 JARDIN CT 33
ALPHARETTA GA 30022

QIAN CHENG
1040 JARDIN CT
ALPHARETTA GA 30022

LEMCOE DARLENE D
1045 CRANBERRY CRK
ROSWELL GA 30076

KRUEGER JEFFREY J & DOLLY L
1050 CRANBERRY CREEK
ROSWELL GA 30076

VINAY BINDU H & SHIVAIAH VINAY
1050 JARDIN CT
ALPHARETTA GA 30022

NORTH ATLANTA NATIONAL BANK
10500 OLD ALABAMA CONNECTOR RD
ALPHARETTA GA 30022

WEST JEROME J & SHARON O
1055 CRANBERRY CREEK
ROSWELL GA 30076

MARK JAMES A & MARK DEBORAH
1060 CRANBERRY CRK
ROSWELL GA 30076

NIMMAGADDA KISHORE & TALLURI MANASVI
1060 JARDIN CT
ALPHARETTA GA 30022

BARTEK ROBERT S & BARTEK NORMA I
1065 CRANBERRY CRK
ROSWELL GA 30076

TELFORD STEVEN M & NORRIS ELIZABETH M
1070 CRANBERRY CRK
ROSWELL GA 30076

STEPHENS DANIEL HOWARD
110 CRANBERRY CONNECTION
ROSWELL GA 30076

TIMBER CREEK COMMUNITY ASSOCIATION INC
1100 NORTHMEADOW PKWY STE 114
ROSWELL GA 30076

INTHARAKSA ETH & DIANE K
1105 JARDIN CT # 61
ALPHARETTA GA 30022

JOHNSON TONJA
1115 JARDIN CT
ALPHARETTA GA 30022

BREEDLOVE JAMES
115 CRANBERRY CONNECTION
ROSWELL GA 30076

TSO AP III SPE 1 LP
1170 PEACHTREE ST STE 2000
ATLANTA GA 30309

SALAHIEH HUMAM
1200 JARDIN CT
ALPHARETTA GA 30022

TRISTAR FUND VI LP
1201 PEACHTREE ST NE STE 1110
ATLANTA GA 30361

BUKKAPATTANAM ACHYUTH & GADE SINDHURA
1210 JARDIN CT
ALPHARETTA GA 30022

MATSUMOTO ATSUSHI
1220 JARDIN CT
ALPHARETTA GA 30022-4604

JAIN AMITH SUBHASH C
1230 JARDIN CT
ALPHARETTA GA 30022

MORGAN VIOLA & COLE REX
1240 JARDIN CTR # 25
ALPHARETTA GA 30022

AMYTUTEJA LLC
125 AMBERLY PL
ROSWELL GA 30075

SURNENI LAHARI & MADHAVARAM KIRAN KUMAR
1305 JARDIN CT
ALPHARETTA GA 30022

MONTALVO JORGE L ALMEYDA & WONG DIANA LUZ
1315 JARDIN CT
ALPHARETTA GA 30022

MOHR JOHN
1325 JARDIN CT
ALPHARETTA GA 30022

DIWAN MUNAWAR SALEEM & MEERA
1400 JARDIN CT
ROSWELL GA 30076

JAFARI ROXANA M
1430 JARDIN CT
ALPHARETTA GA 30022

STEWART ISAIAH ALLEN
1450 JARDIN CT
ALPHARETTA GA 30022

CHUNG IYU DAVE
1460 JARDIN CT
ALPHARETTA GA 30022

SAAJ LLC
1516 SHETLAND PONY CT
SUWANEE GA 30024

MERIDAN MARK CORP
1575 NORTHEAST EXPY
ATLANTA GA 30329

EKLER IRINA
1600 JARDIN CT
ALPHARETTA GA 30022

TURNER RYAN
1610 JARDIN CT
ALPHARETTA GA 30022

CANALES JENNIFER ALVAREZ
1620 JARDIN CT
ALPHARETTA GA 30022

GOODRICH CHRISTOPHER S
1630 JARDIN CT
ALPHARETTA GA 30022

HORVATH KENNETH A & HORVATH JANET E
1640 JARDIN CT
ROSWELL GA 30076

LEFKOVITS MARC
18 BONNIE LANE
ATLANTA GA 30328

HPA BORROWER 2016 1 LLC
180 N STETSON 3650
CHICAGO IL 60601

LI YUN
1800 JARDIN CT
ALPHARETTA GA 30022

LOGGINS GEORGE CHRISTOPHER
1810 JARDIN CT
ALPHARETTA GA 30022

HERNANDEZ ANGIE
1820 JARDIN CT
ALPHARETTA GA 30022-4601

FREML HILAREE
1830 JARDIN CT
ALPHARETTA GA 30022

AGBATO OLATUNDE A & AGBATO OLUFUNMILAYO A
1840 JARDIN CT
ALPHARETTA GA 30022

PANDEY SUSAN
1850 JARDIN CT
ALPHARETTA GA 30022

UN ALAN & CHI KONG
1860 JARDIN CT UNIT 4
ALPHARETTA GA 30022

BONIFACIO MICHAEL S
2000 JARDIN CT
ALPHARETTA GA 30022

ZHAI WENBIN
2020 JARDIN CT
ALPHARETTA GA 30022

HANES DAVE
210 JARDIN CT
ALPHARETTA GA 30022-4611

MA YUQIN
215 CRANBERRY WAY
ROSWELL GA 30076

MC KENZIE MICHAELA BEATRIX
220 JARDIN CT
ALPHARETTA GA 30022-4611

ALIE JASON D & JILL K
2645 WAINWRIGHT WAY
CUMMING GA 30041

VESSEL INVESTMENTS LLC
2664 THURLESTON LANE
DULUTH GA 30097

PARKSIDE TERRACE LLC
290 S LASALLE ST STE 1730
CHICAGO IL 60603

JJC ENTERPRISES INC
2950 MANSELL RD
ALPHARETTA GA 30022

JEET & JJ LLC
3020 MANSELL RD
ALPHARETTA GA 30022

RAMIC RAMIZ
315 SHERINGHAM TRL
ROSWELL GA 30076

AL WAQEA LLC
3190 WINDSOR GATE RUN
DULUTH GA 30096-7738

XU FEI
32 GREENLAND TRCE
ATLANTA GA 30342

TOPALOV NIKOLAY T & TOPALOVA VESELINA A
320 SHERINGHAM TRL
ROSWELL GA 30076

STALLION RESOURCES DEVELOPMENT LLC
325 PELTON CT
JOHNS CREEK GA 30022

BROWN FRED M
325 SHERINGHAM TRL
ROSWELL GA 30076

CHARNECKI SUSANA M
335 SHERINGHAM TRL
ROSWELL GA 30076

KONG JUSTIN LEE & WINGERT AMANDA LYNNE
340 SHERINGHAM TRL
ROSWELL GA 30076

MORRIS JENNIFER
345 SHERINGHAM TRL
ROSWELL GA 30076-2391

RATELLE JOHN & RATELLE CAROLINE
3556 ALLEE ELM DR
ALPHARETTA GA 30022

TIGHTLINE PROPERTIES LLC
3775 MANSELL RD
ALPHARETTA GA 30022-8247

SUN YU & WANG YUAN
4058 FELLOWSHIP DR
BUFORD GA 30519

HAMILTON CHARLES J & SUSAN
410 SHERINGHAM TER
ROSWELL GA 30076

DA SILVA PAULO FERNANDO X & DAISY C
425 SHERINGHAM TER
ROSWELL GA 30076

FASSE SHERYL KAYE
430 SHERINGHAM TER
ROSWELL GA 30076

DELGADO JULIO & DENNIS
435 SHERINGHAM TER
ROSWELL GA 30348

GOETZ HENRY L JR & SHERRY A
440 SHERINGHAM TER
ROSWELL GA 30076-3717

DE SHIELDS DORINA E
445 SHERINGHAM TER
ROSWELL GA 30076

PARLIN PALMOLLA
450 SHERINGHAM TER
ROSWELL GA 30076

RAY ALEXANDER & KAREN J
455 SHERINGHAM TER
ROSWELL GA 30076

RAVI ZACHARIAS INTERNATIONAL MINISTRIES INC
4725 PEACHTREE CORNERS CIR STE 250
NORCROSS GA 30092

DAYAN GAL
490 BARNESLEY LN
ALPHARETTA GA 30022

OGAR LIVING TRUST THE
5119 E CHARLESTON AVE
SCOTTSDALE AZ 85254

ROBERTSON JOSEPH & DHARMARAJ REBECCA
5600 ASHEFORDE LANE
MARIETTA GA 30068

MARLEY FAMILY TRUST THE
6000 HEARTFORD CIR
ROSWELL GA 30075

KENNERTY RACHEL
605 CRANBERRY CT
ROSWELL GA 30076

BORJAS ISRAEL
610 SHERINGHAM CT
ROSWELL GA 30076

KARSK MICHELE R
645 CRANBERRY TRL
ROSWELL GA 30076

SILVA TAMARA & SILVA STEVEN
655 CRANBERRY TRL
ROSWELL GA 30076

RODRIGUEZ MATTHEW
675 CRANBERRY TRL
ROSWELL GA 30076

VIVIANI JAN M & MICHAEL B
680 CRANBERRY TRL
ROSWELL GA 30076

BALOUKJY EDGARD
685 CRANBERRY TRL
ROSWELL GA 30076

MORRIS PATRICIA M & J RICK
690 CRANBERRY TRL
ROSWELL GA 30076

QUASS LINDA J
695 CRANBERRY TRL
ROSWELL GA 30076

SAGAT PETER & ANDREA
705 CRANBERRY TRL
ROSWELL GA 30004

ALI SAYYAF & HENKEL ZAHRA KATHERINE
710 CRANBERRY TRL
ROSWELL GA 30076

POWELL KATHLEEN R & POWELL KENT R
715 CRANBERRY TRL
ROSWELL GA 30076

WESTBROOK LAURA A & WESTBROOK MATTHEW M
725 CRANBERRY TRL
ROSWELL GA 30076

CODY KIMBERLY D
735 CRANBERRY TRL
ROSWELL GA 30076

LEBARON PAUL M & SUSAN B
740 CRANBERRY TRL
ROSWELL GA 30076

RUNYAN THOMAS GREGORY & FOWNES KATHLEEN REBECCA
755 CRANBERRY TRL
ROSWELL GA 30076

KESLER ROBERT A
760 CRAMBERRY TRL
ROSWELL GA 30076

GOODNER BRIAN D & GOODNER KATHRYN
765 CRANBERRY TRL
ROSWELL GA 30076

CARKUFF CAROL LEE A
775 CRANBERRY TRL
ROSWELL GA 30076

KIM MI JUNG & TAE J
780 CRANBERRY TRL
ROSWELL GA 30076

PETERSON ERIK J & DRUFFEL PETERSON CYNTHIA LYNN
785 CRANBERRY TRL
ROSWELL GA 30076

MYERS KIMBERLY
792 SHAFFER ST
CORONA GA 92879

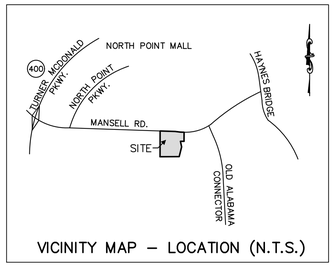
DIALLO IBRAHIMA S & ASSIATOU
840 JARDIN CT 38
ALPHARETTA GA 30022

LUCAS JEANNIE S
850 JARDIN CT
ALPHARETTA GA 30022

DACHURI NEELIMA
8525 PRAIRIE DUNES WAY
DULUTH GA 30097

TAKATSUKA SEIJI
GINZA SIX 10-1 GINZA 6-CHOME

RESERVED FOR PLAT FILING



VICINITY MAP – LOCATION (N.T.S.)

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 43,865 FEET. IT HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION OF ONE FOOT IN 708,141 FEET.

GENERAL NOTES

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS MAP OR PLAT WERE OBTAINED BY USING IN THE FIELD SURVEY A WILD T-1010 THEODOLITE AND WILD DI-1000 DISTOMAT (EDM).

BEARINGS ARE REFERENCED TO GRID NORTH, GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE PER REFERENCE NUMBERS 1 & 2.

THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83), STATE PLANE COORDINATE SYSTEM OF GEORGIA, WEST ZONE, US SURVEY FOOT. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

FIELD WORK INITIALLY COMPLETED JULY 2001, WITH SUBSEQUENT WORK COMPLETED FEBRUARY 18, 2013 AND DECEMBER 8, 2015. A SITE INSPECTION WAS PERFORMED ON 11 AUGUST 2023.

FIELD CONDITIONS AND BOUNDARY EVIDENCE IS CERTIFIED ONLY AS OF THE DATE OF THE FIELD WORK.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS PER THE FLOOD INSURANCE RATE MAP (F.I.R.M.) OF THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, MAP NUMBER 13121C0066F, HAVING AN EFFECTIVE DATE OF 9/18/2013. THE SITE IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD).

ALL IRON PINS SET ARE 1/2" REBAR WITH STAMPED CAP UNLESS OTHERWISE INDICATED.

THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY, PUBLIC OR PRIVATE.

ABOVE GROUND UTILITY LOCATIONS AS SHOWN HEREON WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY. THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE OWNER, ARCHITECT, CONTRACTOR, AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES ON THE PROJECT. THE CONTRACTOR SHALL HIRE AN INDEPENDENT UTILITY LOCATING COMPANY TO LOCATE ALL UTILITIES PRIOR TO THE START OF WORK.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD LOWE ENGINEERS, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

SITE INCLUDES THE FOLLOWING TAX PARCEL:
12 262007040257
3755 MANSELL ROAD
ALPHARETTA, GA 30076

THIS SURVEY MAP OR PLAT IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A GEORGIA LICENSED SURVEYOR AND SHOULD NOT BE USED TO TRANSFER TITLE WITHOUT SAID SIGNATURE AND SEAL.

SUBJECT PROPERTY CONTAINS:
503 REGULAR PARKING SPACES
6 HANDICAPPED PARKING SPACES

THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK - TABLE A, ITEM 16.

REFERENCES

1. DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, RIGHT OF WAY PROPOSED, MANSELL ROAD INTERCHANGE, FULTON COUNTY, FEDERAL AID PROJECT LIMITED ACCESS FR-056-1(45) & PRN-8540-2(121), P.I. NO. 721180 & 762010, PLANS COMPLETED DEC. 17, 1987, LAST REVISED 1-25-91.

2. ALTA/ACSM LAND TITLE SURVEY FOR K&K HOLDINGS LLC, ETAL, BY ASSOCIATED ENGINEERING CONSULTANTS, INC., DATED 1-3-1997, LAST REVISED 2-12-1997. (REFERENCE SURVEY #1)

3. BOUNDARY SURVEY FOR K&K HOLDINGS LLC, BY REGISTERED LAND SURVEYORS, DATED 5-26-1998, LAST REVISED 9-21-1998. (REFERENCE SURVEY #2)

4. LIMITED WARRANTY DEED BETWEEN GIG VAOI WOODSIDE LLC AND RAVI ZACHARIAS INTERNATIONAL MINISTRIES, INC., DATED 18 DECEMBER 2015, FILED AND RECORDED DECEMBER 29, 2015 IN DEED BOOK 55699, PAGE 695, FULTON COUNTY, GEORGIA RECORDS.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 704 AND 739 OF THE 1ST DISTRICT, AND 2ND SECTION OF FULTON COUNTY, IN THE CITY OF ALPHARETTA, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 704, 705, 738 AND 739 AND THENCE RUNNING WESTERLY ALONG THE LAND LOT LINE BETWEEN LAND LOTS 704 AND 705, SOUTH 89°41'56" WEST A DISTANCE OF 105.00 FEET, TO AN IRON PIN FOUND, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

THENCE, FROM THE TRUE POINT OF BEGINNING, CONTINUE ALONG SAID LAND LOT LINE BETWEEN LAND LOTS 704 AND 705, SOUTH 89°41'56" WEST A DISTANCE OF 535.46 FEET, TO AN IRON PIN SET; THENCE, LEAVING SAID COMMON LAND LOT LINE, NORTH 00°10'02" EAST A DISTANCE OF 719.49 FEET, TO AN IRON PIN FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSELL ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 88°01'56" EAST A DISTANCE OF 419.81 FEET, TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 83°27'34" EAST A DISTANCE OF 150.48 FEET, TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 88°01'51" EAST A DISTANCE OF 100.95 FEET, TO AN IRON PIN SET; THENCE, LEAVE SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°19'54" WEST A DISTANCE OF 253.03 FEET, TO AN IRON PIN FOUND; THENCE, SOUTH 89°46'00" WEST A DISTANCE OF 100.00 FEET, TO A POINT; THENCE, SOUTH 11°54'15" EAST A DISTANCE OF 160.00 FEET, TO AN IRON PIN SET; THENCE, SOUTH 14°04'55" WEST A DISTANCE OF 280.07 FEET, TO AN IRON PIN FOUND, AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 9.882 ACRES (430,463 SQUARE FEET).

TITLE EXCEPTIONS

THE FOLLOWING ARE EXCEPTIONS AS LISTED IN SCHEDULE B, PART II OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY STEWART TITLE GUARANTY COMPANY, ISSUING OFFICE FILE NUMBER SGWM-9498, WITH A COMMITMENT DATE OF 07/11/2023 **(DRAFT)**.

12. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Master Declaration of Protective Covenants for Mansell Ridge Park, as filed and recorded in Deed Book 19141, page 168, Fulton County, Georgia records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. As this instrument has been amended or modified from time to time. Said Protective Covenants provide for Owners Association dues and assessments. Subject property is in a Planned Unit Development. (AFFECTS SUBJECT PROPERTY; COVENANTS AND RESTRICTIONS ARE GENERAL IN NATURE AND CANNOT BE PLOTTED)

13. Right of Way Deed from Amstar Properties, Ltd. to City of Alpharetta, dated January 17, 1990, as filed and recorded February 15, 1990, in Deed Book13204, page 193, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

14. Sewer Easement from Amstar Properties, Ltd. to Fulton County dated April 2, 1990, as filed and recorded June 15, 1990 in Deed Book 13481, page 56, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

15. Sewer Easement from Amstar Properties, Ltd. to Fulton County dated April 2, 1990, as filed and recorded June 15, 1990 in Deed Book 13481, page 58, Fulton County, Georgia records. (DOES NOT AFFECT SUBJECT PROPERTY)

16. Sewer Easement from Amstar Group, Ltd. to Fulton County dated January 21, 1994, as filed and recorded March 29, 1994 in Deed Book 18037, page 182, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

17. Water Line Easement from Amstar Group, Ltd. to Fulton County dated January 21, 1994, as filed and recorded March 29, 1994 in Deed Book 18037, page 189, Fulton County, Georgia records. (DOES NOT AFFECT SUBJECT PROPERTY)

18. Detention Easement from Amstar Group, Ltd. to Mansell Ridge Park Master Association, Inc. dated July 12, 1995, as filed and recorded August 3, 1995 in Deed Book 19839, page 308, Fulton County, Georgia records, as amended and restated in Restated Storm Drain and Detention Easement dated July 31, 1998, as filed and recorded August 10, 1998 in Deed Book 24919, page 248, aforesaid records. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

19. Mineral Rights as contained in Warranty Deed recorded in Deed Book I, page 148, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY; NOT A PLOTTABLE EXCEPTION)

20. Temporary Drainage Easement from Amstar Group, Ltd. to K & K Holdings, LLC dated July 31, 1995, as filed and recorded August 3, 1995 in Deed Book 19839, page 329, Fulton County, Georgia records. (DOES NOT AFFECT SUBJECT PROPERTY; EASEMENT EXPIRED IN 1996)

21. License Agreement from Amstar Group, Ltd. to Mansell Ridge Park Master Association, Inc. dated September 21, 1995, as filed and recorded November 3, 1995 in Deed Book 20223, page 296, Fulton County, Georgia records. (EXHIBIT 4 AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

22. Easement from K & K Holdings LLC to Georgia Power Company dated May 19, 1997, as filed and recorded October 17, 1997 in Deed Book 23375, page 81, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY; APPROXIMATE LOCATION OF UNDERGROUND EASEMENT IS SHOWN HEREON)

23. Easement from K & K Holdings LLC to Georgia Power Company dated January 28, 1998, as filed and recorded May 19, 1998 in Deed Book 24588, page 36, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY; APPROXIMATE LOCATION OF UNDERGROUND EASEMENT IS SHOWN HEREON)

24. Access Cross Easement Agreement by K & K Holdings LLC, dated March 1, 2001, as filed and recorded April 30, 2001 in Deed Book 30293, page 23, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY; APPROXIMATE LOCATION OF CROSS ACCESS POINTS ARE SHOWN HEREON)

25. Reservations, Agreements, Terms and Conditions as contained in Limited Warranty Deed recorded February 17, 1997 in Deed Book 22160, page 277, Fulton County, Georgia records. (AFFECTS SUBJECT PROPERTY; NOT A PLOTTABLE EXCEPTION)

NOTE: THE ABOVE EXCEPTIONS ARE SHOWN PER THE DRAFT TITLE COMMITMENT AND WILL BE REVISED ACCORDINGLY ONCE A FINAL COMMITMENT HAS BEEN RECEIVED

LEGEND - SYMBOLS

- IRON PIN (FOUND OR SET)
- RIGHT-OF-WAY MONUMENT
- CP CALCULATED POINT
- CURB INLET
- DROP INLET
- WEIR INLET
- JUNCTION BOX
- HEADWALL
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH BASIN
- SANITARY SEWER MANHOLE
- CLEAN OUT
- GREASE TRAP MANHOLE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- LIGHT POLE
- AIR CONDITIONER/HVAC
- TELEPHONE MANHOLE
- GAS METER
- TRAFFIC SIGNAL POLE
- TRAFFIC CONTROL BOX
- TRAFFIC CONTROL VAULT
- PEDESTRIAN CONTROL LIGHT
- BOLLARD
- SIGN
- TITLE EXCEPTION
- PARKING COUNT

LEGEND - LINE TYPE

- ADJOINING PROPERTY LINE
- PROPERTY LINE
- LAND LOT LINE
- EDGE OF WATER
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CITY LIMIT LINE
- METAL FENCE
- WOOD FENCE
- WIRE FENCE
- GUARDRAIL
- OVERHEAD ELECTRIC LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM SEWER LINE
- WALL
- CONCRETE

LEGEND - ABBREVIATIONS

IPS	IRON PIN SET
IPF	IRON PIN FOUND (1/2" REBAR)
RWM	RIGHT-OF-WAY MONUMENT
RB	REBAR
CP	CALCULATED POINT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
LL	LAND LOT
DB/PG.	DEED BOOK/PAGE
PB/PG.	PLAT BOOK/PAGE
FND.	FOUND
DIST.	DISTURBED
C.L.	CENTERLINE
P.L.	PROPERTY LINE
HW	HEADWALL
JB	JUNCTION BOX
DI	DROP INLET
WI	WEIR INLET
CB	CATCH BASIN
SDMH	STORM DRAIN MANHOLE
INV.	INVERT
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
SSMH	SANITARY SEWER MANHOLE
CO	CLEAN OUT
GT	GREASE TRAP
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
WV	WATER VALVE
WM	WATER METER
WVLT	WATER VAULT
ICV	IRRIGATION CONTROL VALVE
UVLT	UTILITY VAULT
ELEC.	ELECTRIC
EM	ELECTRIC METER
LP	LIGHT POLE
TRN	TRANSFORMER
HVAC	HEATING, VENTILATION & AIR CONDITIONING
TSP	TRAFFIC SIGNAL POLE
TCV	TRAFFIC CONTROL VAULT
TCB	TRAFFIC CONTROL BOX
TELE	TELEPHONE
GM	GAS METER
CONC.	CONCRETE
EW	EDGE OF WATER
APPROX.	APPROXIMATE
TYP.	TYPICAL
AC.	ACRE
SQ. FT.	SQUARE FEET

AREA = 9.882 ACRES
(430,463 SQ. FT.)

To: Free Chapel Worship Center, Inc., a Georgia Non-Profit Corporation and Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 13 and 18 of Table A thereof. The field work was initially completed July 2001, with subsequent work completed February 18, 2013 and December 8, 2015. A site inspection was performed on 11 August 2023.

Date of Plat or Map: 14 August 2023

GEORGIA REGISTERED No. 2227 PROFESSIONAL LAND SURVEYOR CARL D. DANIEL III

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

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

SHEET 1 OF 2

ALTA/NSPS LAND TITLE SURVEY

LOWE ENGINEERS
990 HAMMOND DRIVE, SUITE 900
ATLANTA, GEORGIA 30328
TEL: 770-857-8400
FAX: 770-857-8401
www.loweengineers.com
Land Surveyor Firm License No. LSF000656

PROJECT NO.: 23-100025
DRAWN BY: CAM/DE
CHECKED BY: CGL

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DATE: 05.24.2001

3755 MANSELL ROAD
ALPHARETTA, GEORGIA 30076

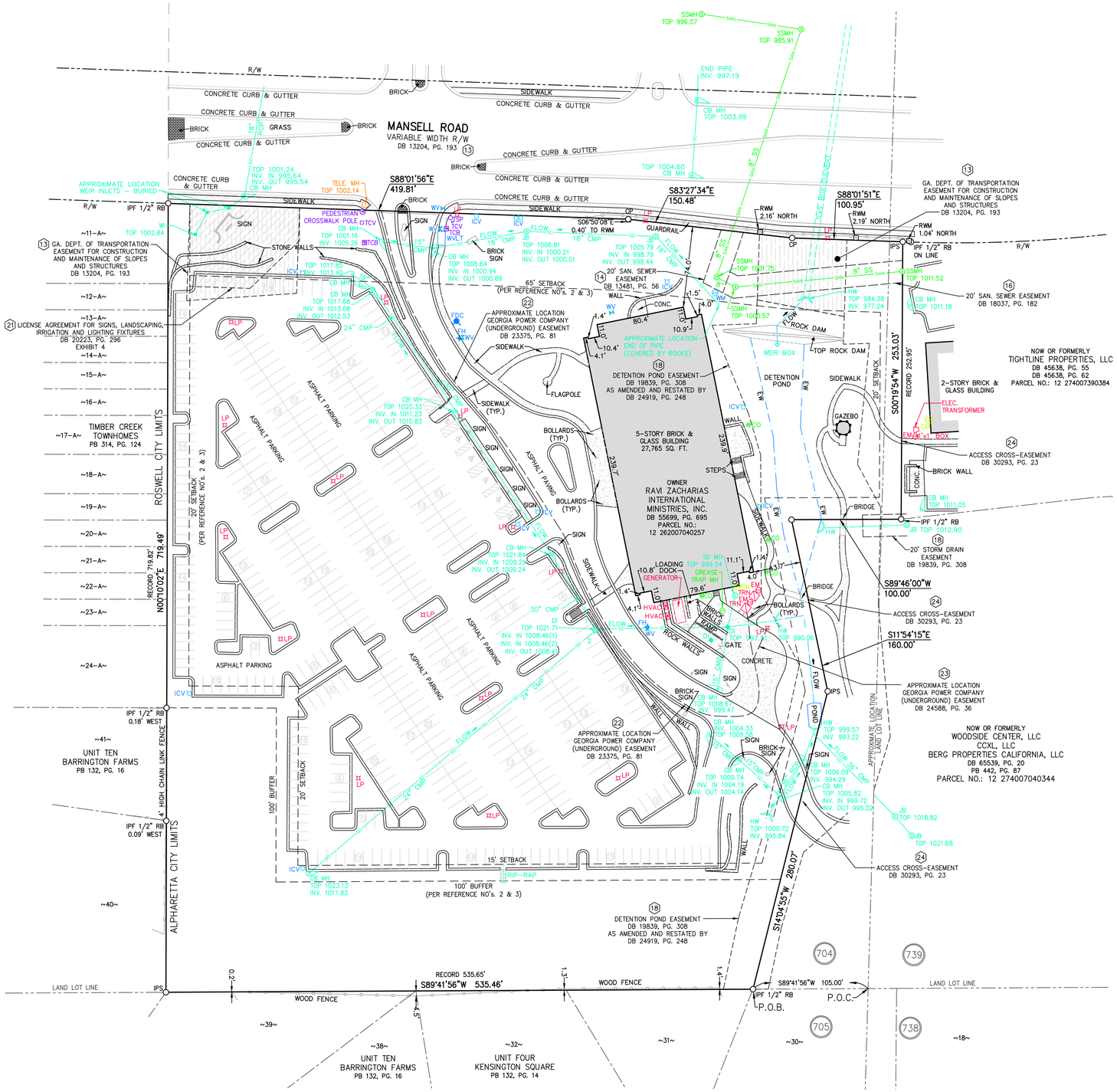
ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:
FREE CHAPEL WORSHIP CENTER, INC., a Georgia Non-Profit Corporation
AND STEWART TITLE GUARANTY COMPANY
LOCATED IN LAND LOTS 704 & 739
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS

NO.	DATE	
1	07.09.2001	SUBDIVISION REGULATION STATEMENT
2	02.18.2013	UPDATE
3	12.08.2015	ALTA UPDATE
4	08.14.2023	ALTA UPDATE WITH DRAFT TITLE COMMITMENT
5		
6		
7		

NOT ISSUED FOR CONSTRUCTION

RESERVED FOR PLAT FILING



GRID NORTH
GA. WEST ZONE

LEGEND - LINE TYPE

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- RIGHT-OF-WAY LINE
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- TRAFFIC CONTROL BOX
- TRAFFIC CONTROL VAULT
- PEDESTRIAN CONTROL LIGHT
- BOLLARD
- SIGN
- TITLE EXCEPTION
- PARKING COUNT

GEORGIA REGISTERED 3297 PROFESSIONAL LAND SURVEYOR WAYNE DANIEL III

AREA = 9.882 ACRES
(430,463 SQ. FT.)

50 0 50 100 150
GRAPHIC SCALE – 1" = 50 FEET

ALTA/NSPS LAND TITLE SURVEY

SHEET 2 OF 2

LOWE ENGINEERS
990 HAMMOND DRIVE, SUITE 900
ATLANTA, GEORGIA 30328
TEL: 770-857-8400
FAX: 770-857-8401
www.loweengineers.com
Land Surveyor Firm License No. LSF000656

PROJECT NO.: 23-100025
DRAWN BY: CAM/DE
CHECKED BY: CGL
DATE: 05.24.2001

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3755 MANSELL ROAD
ALPHARETTA, GEORGIA 30076

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:
FREE CHAPEL WORSHIP CENTER, INC., a Georgia Non-Profit Corporation
AND STEWART TITLE GUARANTY COMPANY

LOCATED IN LAND LOTS 704 & 739
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5		
6		
7		

NOT ISSUED FOR CONSTRUCTION

Appendix A: Aerial View of Site


Mansell Rd
Mansell Rd
Jardin Ct
3755 Mansell Rd
Cranberry Way

Appendix: Trip Generation

September 28, 2023

Mike Harden
Free Chapel
678.677.8300

3755 Mansell Road Trip Generation Memo

Lowe Engineers has conducted a trip generation study for the existing 124,000 sq. ft. multi-use center located at 3755 Mansell Road Alpharetta, Georgia. The trip generation estimates are based on the average rates and equations provided in the Institute of Transportation Engineers (ITE) Manual, 11th Edition.

The red outline in **Figure 1** shows the existing building and 500-spot parking lot, including 10 handicap spots.

Figure 1: Aerial View of Existing Site



Table 1: Square Foot by Floor

Floor	Square Footage
Mezzanine	23,998 SF
1	23,155 SF
2	23,242 SF
3	27,242 SF
4	26,345 SF

As requested for **Scenario One**, trip generation for the multi-use center has been conducted for office use only. **Table 2** shows the total square footage of the development and **Table 3** shows the results of the trip generation analysis for the entire building as office space.

Table 2: Scenario One Square Foot by Land Use

Land Use	Floors	Square Footage
Office	Mezzanine, 1, 2, 3, 4	123,982 SF

Table 3: Trip Generation - General Office Building

Land Use Information	Reduction %	Project Trips Total	Inbound	Outbound	Equation Used[1]	In / Out Distribution
710 - General Office Building					**123,982**	**S.F.**
Daily		1,399	700	699	Ln(T) = 0.87Ln(X)+3.05	50% / 50%
AM Peak Hour		201	177	24	Ln(T) = 0.86Ln(X)+1.16	88% / 12%
PM Peak Hour		198	34	164	Ln(T) = 0.83Ln(X)+1.29	17% / 83%
Reductions for Pass-By Trips						
Daily	0%	0	0	0		
AM Peak Hour	0%	0	0	0		
PM Peak Hour	0%	0	0	0		
Net New External Vehicle Trips						
Daily		1,399	700	699		
AM Peak Hour		201	177	24		
PM Peak Hour		198	34	164		

[1] Where: T = Trips; X = Density by Variable

As strictly office space, this site will generate a weekday daily total of 1,399 trips (700 entering and 699 exiting). The AM peak hour will generate 201 trips (177 entering and 24 exiting) and the PM peak hour will generate 198 trips (34 entering and 164 exiting). No pass-by trips occur for this land use.

For **Scenario Two**, trip generation was conducted with split-use between the church on the mezzanine and first floor, and the office occupying the remaining three floors. To reflect each separate land uses generated trips most accurately, office space was measured in square footage, while the church space was measured by the number of seats available per service.

Table 4: Scenario Two Square Foot by Land Use

Land Use	Floors	Square Footage
Church	Mezzanine, 1	56,150 SF
Office	2, 3, 4	76,829 SF

As seen in **Table 4,** the square footage split between church and office space will leave the office space occupying 76,829 sq. ft. between the second, third, and fourth floor of the building. However, church space will be measured in seats.

Table 5 represents the weekday trips generated by both the church and the office's land use.

Table 5: Weekday Trips Generated

Land Use Information	Project Trips Total	Inbound	Outbound	Equation Used[1]	In / Out Distribution
560- Church - Weekday				**300**	**Seats**
Daily	262	131	131	T = 0.93(X)-16.74	50% / 50%
AM Peak Hour	21	13	8	T = 0.07(X)	60% / 40%
PM Peak Hour	30	14	16	T = 0.10(X)	45% / 55%
710- General Office Building				**76,829**	**S.F.**
Daily	923	462	461	Ln(T) = 0.87Ln(X)+3.05	50% / 50%
AM Peak Hour	133	117	16	Ln(T) = 0.86Ln(X)+1.16	88% / 12%
PM Peak Hour	133	23	110	Ln(T) = 0.83Ln(X)+1.29	17% / 83%
Total Net External Daily Generated Trips					
Net New External Vehicle Trips					
Daily	1,185	593	592		
AM Peak Hour	154	130	24		
PM Peak Hour	163	37	126		

[1] Where: T = Trips; X = Density by Variable

On weekdays, the office staff of the church will generate 262 daily trips, 131 entering and 131 exiting. Church weekday land use will contribute 21 trips to the AM peak (13 entering and 8 exiting) and 30 trips to the PM peak hour (14 entering and 16 exiting). The church's generated trips are divided between weekday office staff and weekend church service traffic.

By utilizing the second, third, and fourth floor in the building, the office space in Scenario Two will be 76,829 sq. ft. 76,829 sq. ft. of general office space will generate 923 daily trips (462 entering and 461 exiting). 133 trips (117 entering and 16 exiting) will occur during the AM peak hour and 133 trips (23 entering and 110 exiting) during the PM peak.

On weekdays, both office traffic and church staff will occupy the building. The combined uses of church and office space in Scenario Two will generate 1,185 weekday net external trips to this development. 154 (130 entering and 24 exiting) generated in the AM peak hours, and 163 (37 entering and 126 exiting) in the PM peak. No pass-by trips occur for these land uses.

Table 6: Sunday Trips Generated

Land Use Information	Project Trips Total	Inbound	Outbound	Equation Used[1]	In / Out Distribution
560- Church - Sunday				**300**	**Seats**
Daily	663	332	331	T = 0.93(X)-16.74	50% / 50%
Peak Hour	153	75	78	T = 0.07(X)	60% / 40%
710- General Office Building - Sunday				**76,829**	**S.F.**
Daily	54	27	27	T = 0.70(X)	50% / 50%
Peak Hour	16	9	7	T = 0.21(X)	58% / 42%
Total Net External Daily Generated Trips					
Net New External Vehicle Trips					
Daily	717	359	358		
Peak Hour	169	84	85		

[1] Where: T = Trips; X = Density by Variable

Church trips generated are split between weekday trips and Sunday trips. Sunday church traffic will produce one peak hour, dependent upon the time of services, as opposed to a separate AM and PM peak. During this Sunday peak hour, 153 trips will be generated, 75 entering, and 78 exiting. The office building on Sunday will generate 54 trips daily and 16 peak hour trips, 9 entering and 7 exiting. Together these combined land uses will generate 169 peak hour Sunday trips, 84 entering, 85 exiting.

Appendix: ITE Trip Generation Manual, 11th Edition

Land Use: 560
Church

Description

A church is a building in which public worship services are held. A church houses an assembly hall or sanctuary. It may also house meeting rooms, classrooms, and, occasionally, dining, catering, or event facilities. Synagogue (Land Use 561) and mosque (Land Use 562) are related uses.

Additional Data

Worship services are typically held on Sundays. Some of the surveyed churches offered day care or extended care programs during the week.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Florida, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, Texas, and Virginia.

Source Numbers

169, 170, 423, 428, 436, 554, 571, 583, 629, 631, 704, 903, 904, 957, 971, 981, 1080

Church
(560)

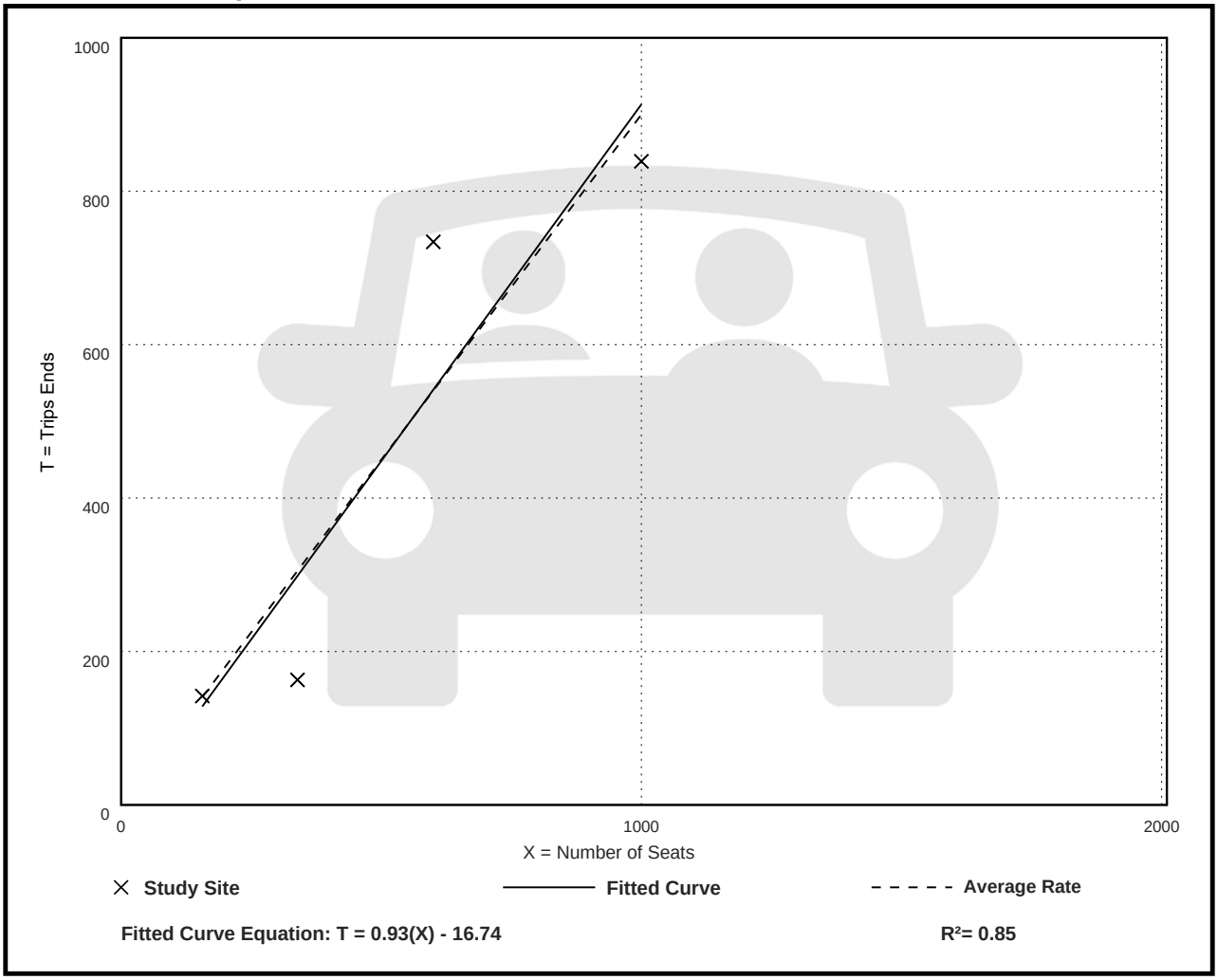
Vehicle Trip Ends vs: Seats
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. Num. of Seats: 524
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.90	0.48 - 1.22	0.28

Data Plot and Equation



Church
(560)

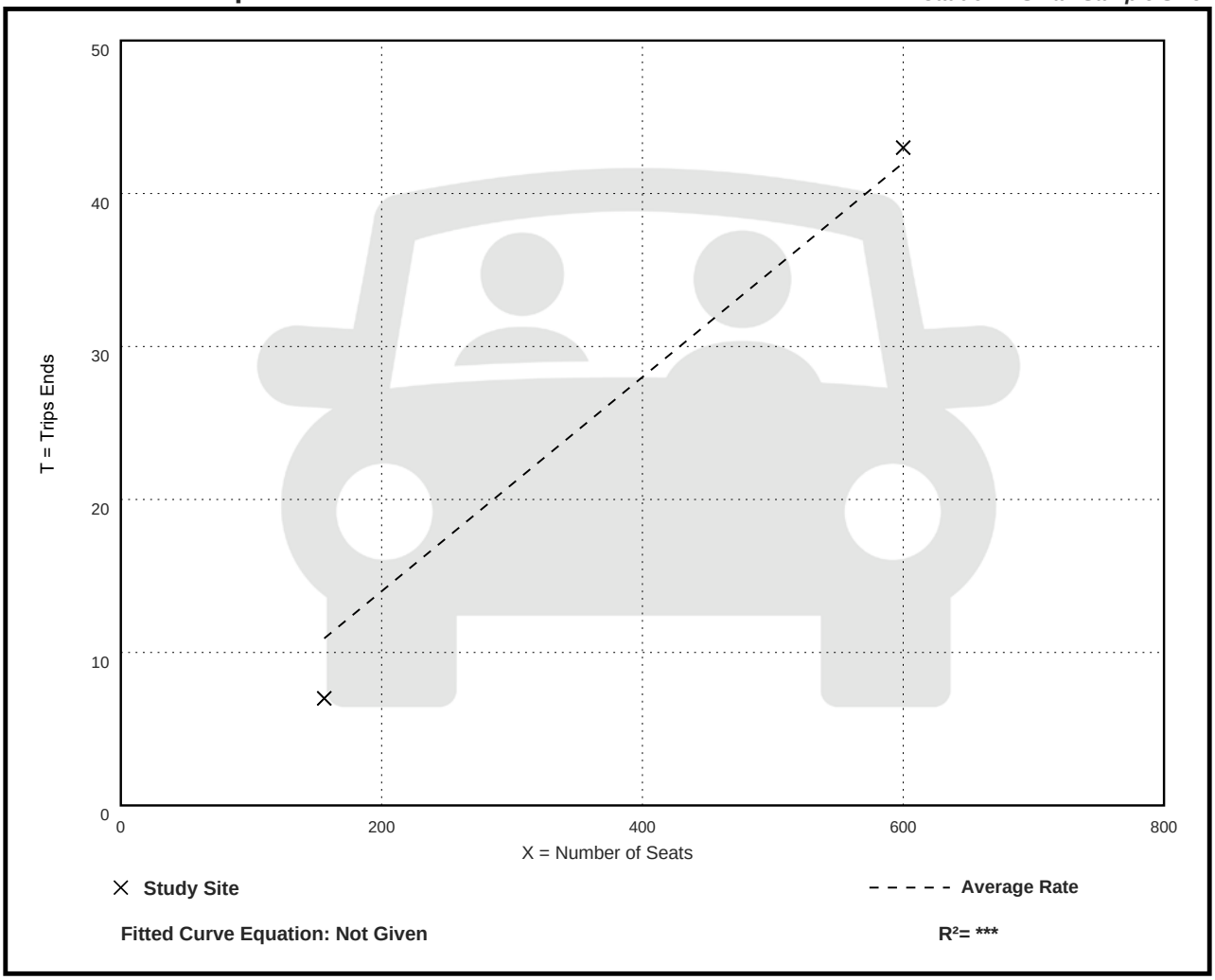
Vehicle Trip Ends vs: Seats
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Seats: 378
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.07	0.04 - 0.07	***

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ***

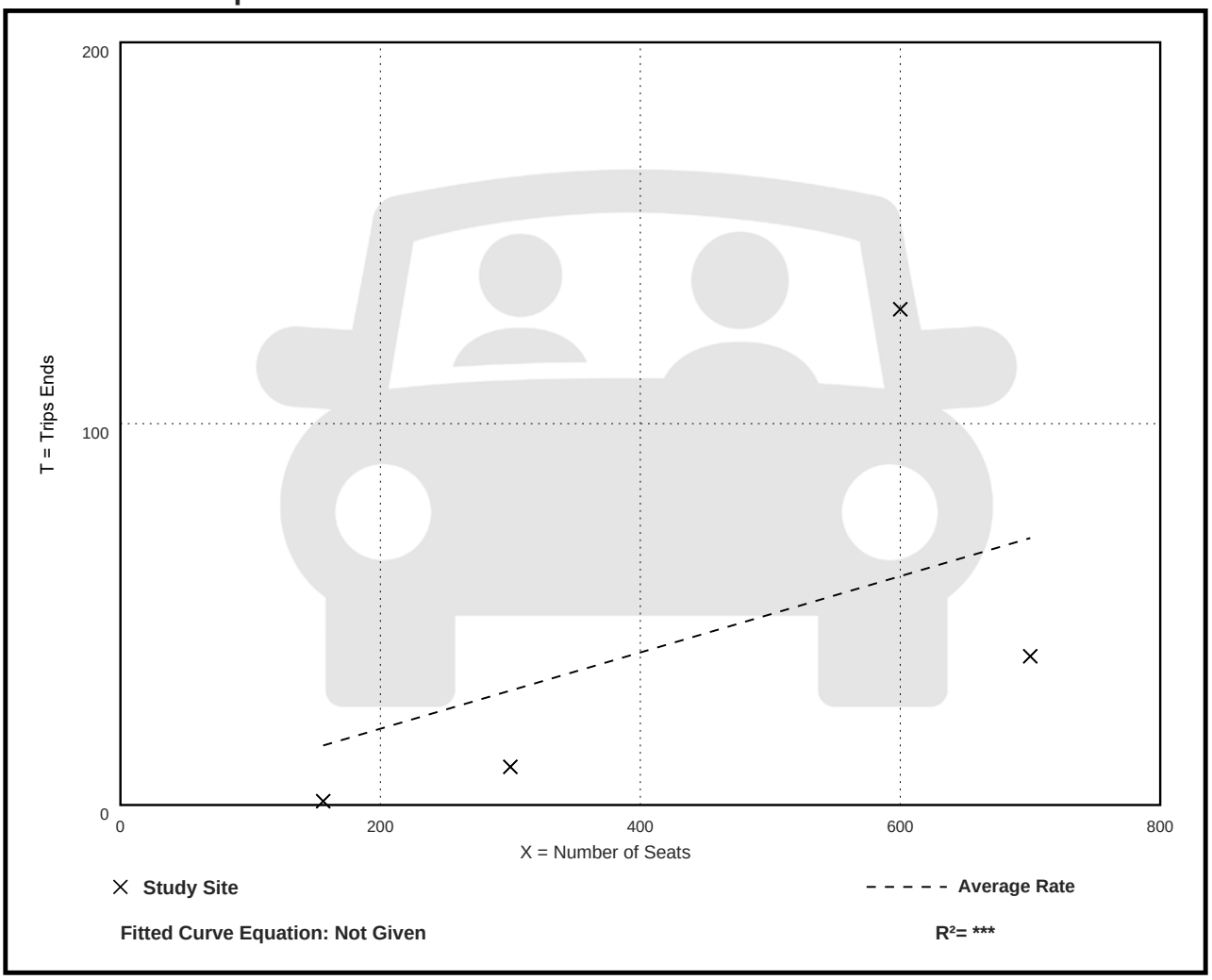
Church
(560)

Vehicle Trip Ends vs: Seats
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. Num. of Seats: 439
Directional Distribution: 45% entering, 55% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.10	0.01 - 0.22	0.10

Data Plot and Equation



Church
(560)

Vehicle Trip Ends vs: Seats
On a: Sunday

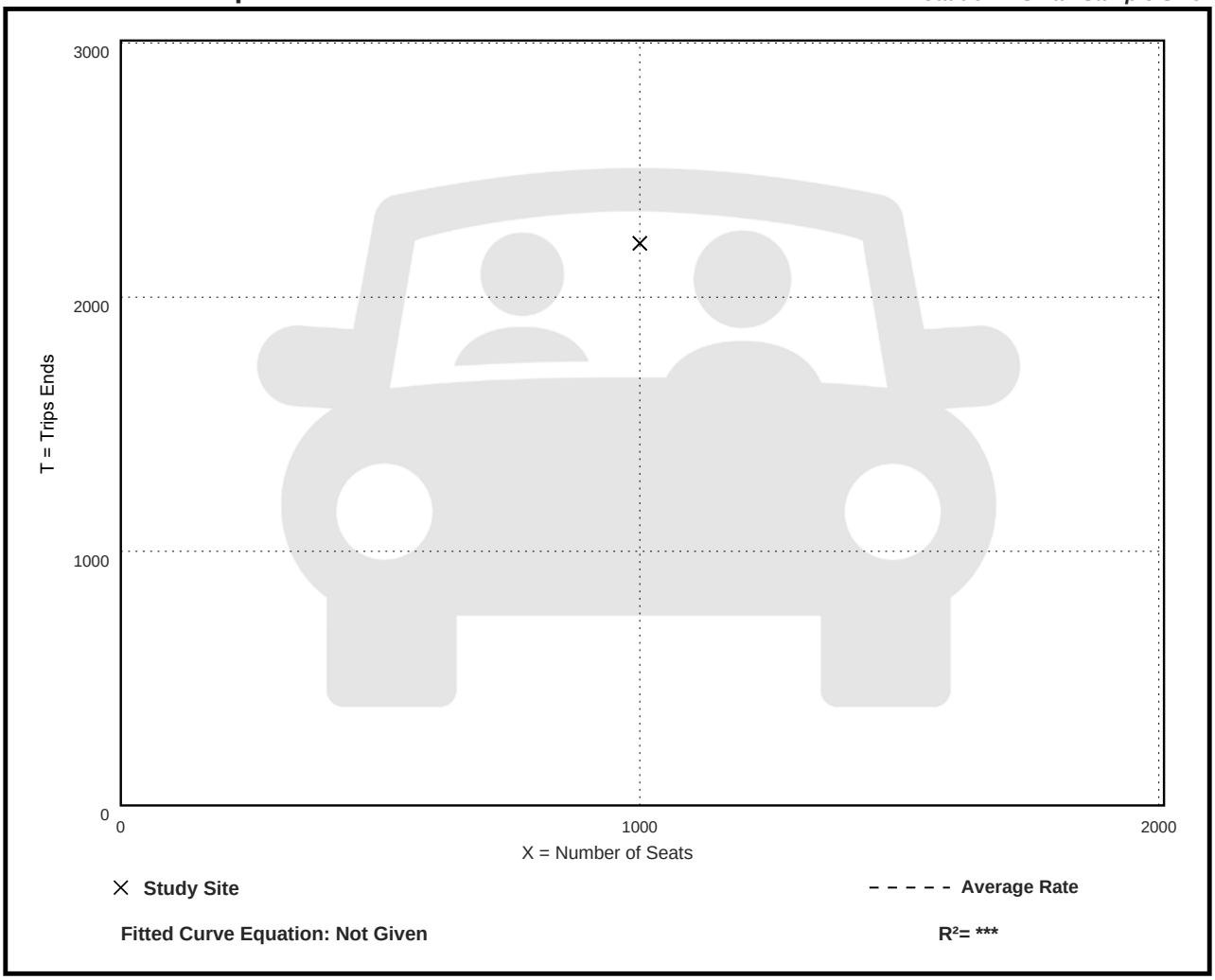
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Seats: 1000
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
2.21	2.21 - 2.21	***

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= *

Church
(560)

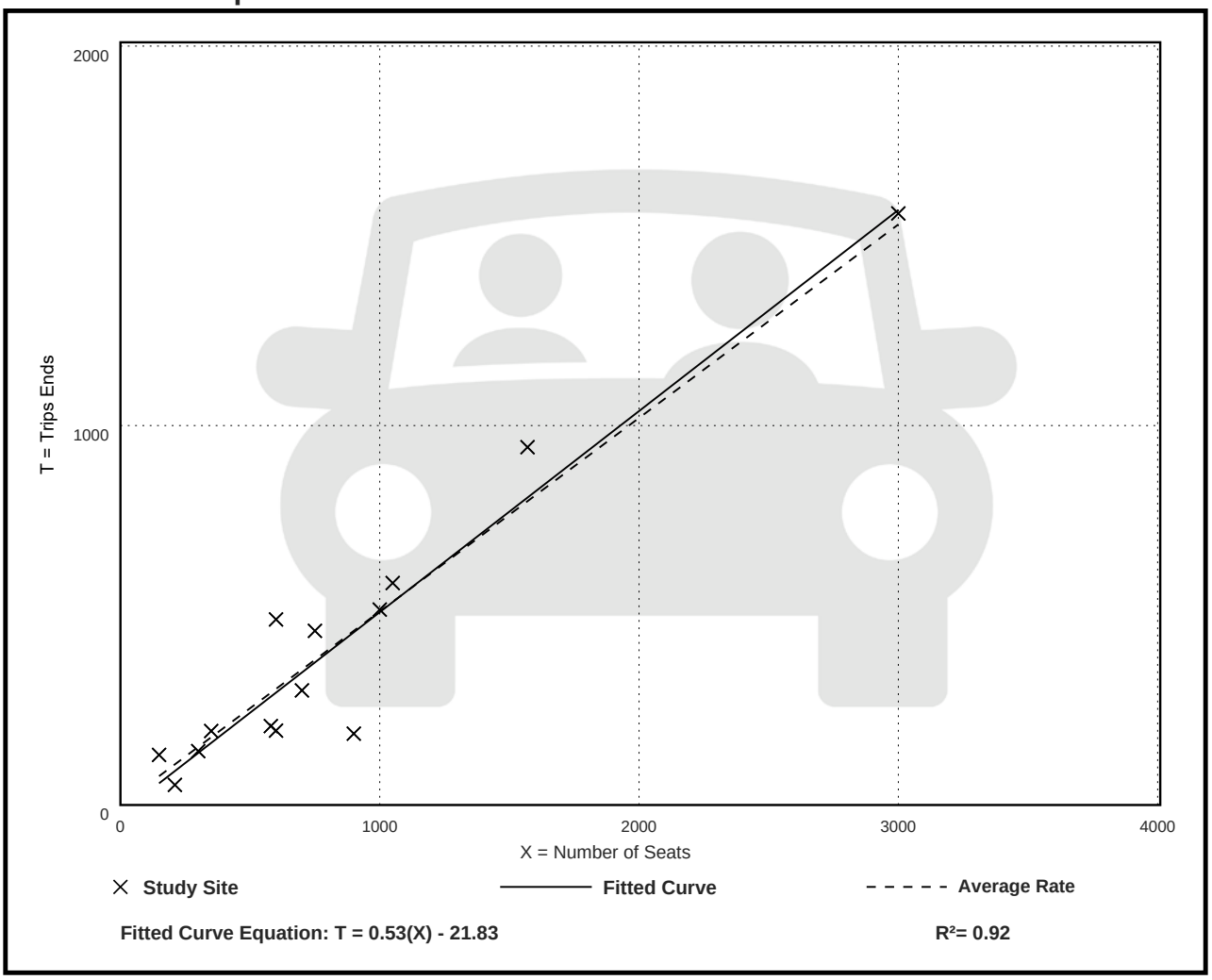
Vehicle Trip Ends vs: Seats
On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Seats: 840
Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per Seat

Average Rate	Range of Rates	Standard Deviation
0.51	0.21 - 0.89	0.15

Data Plot and Equation



Land Use: 710
General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building
(710)

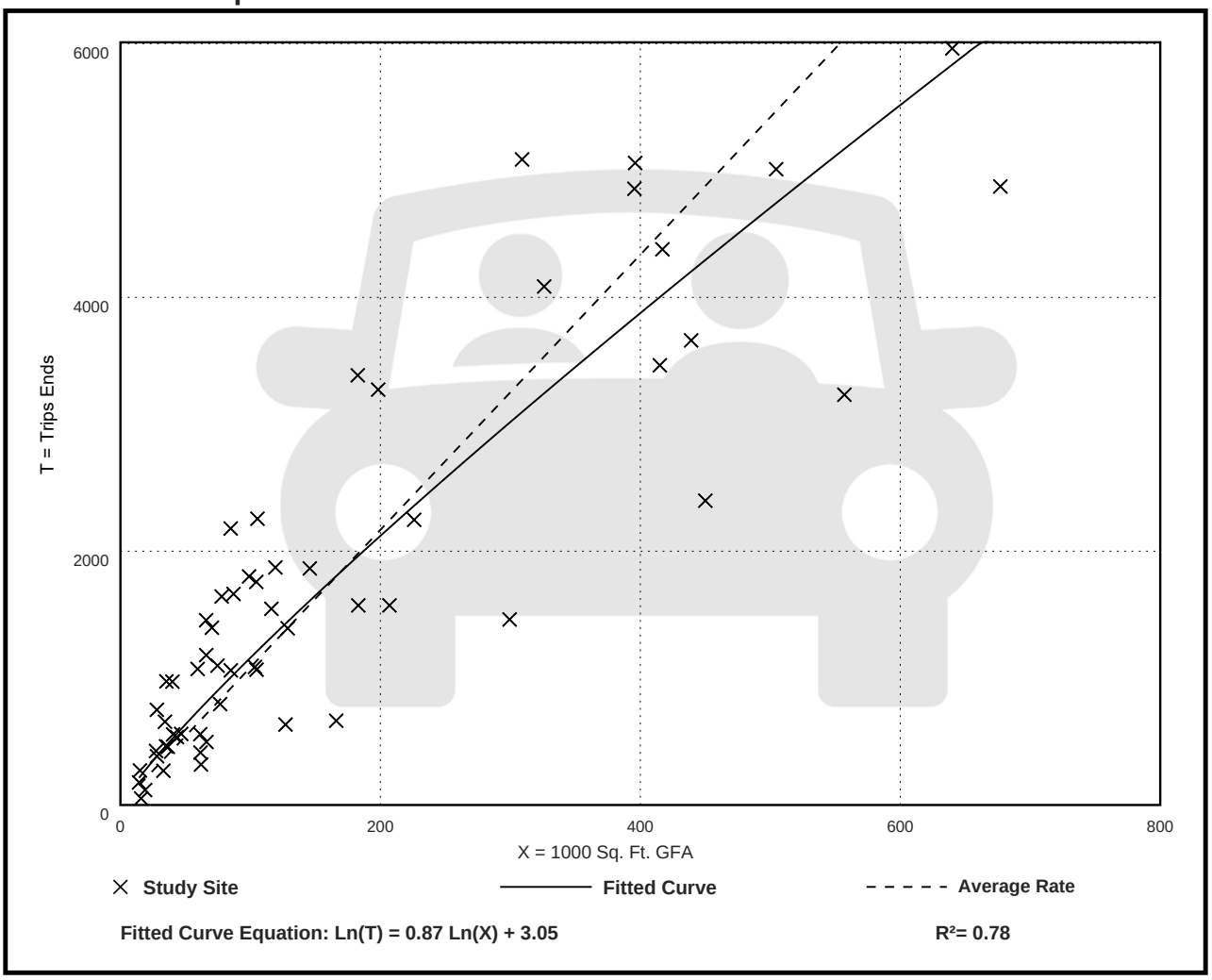
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.87 Ln(X) + 3.05

R^2= 0.78

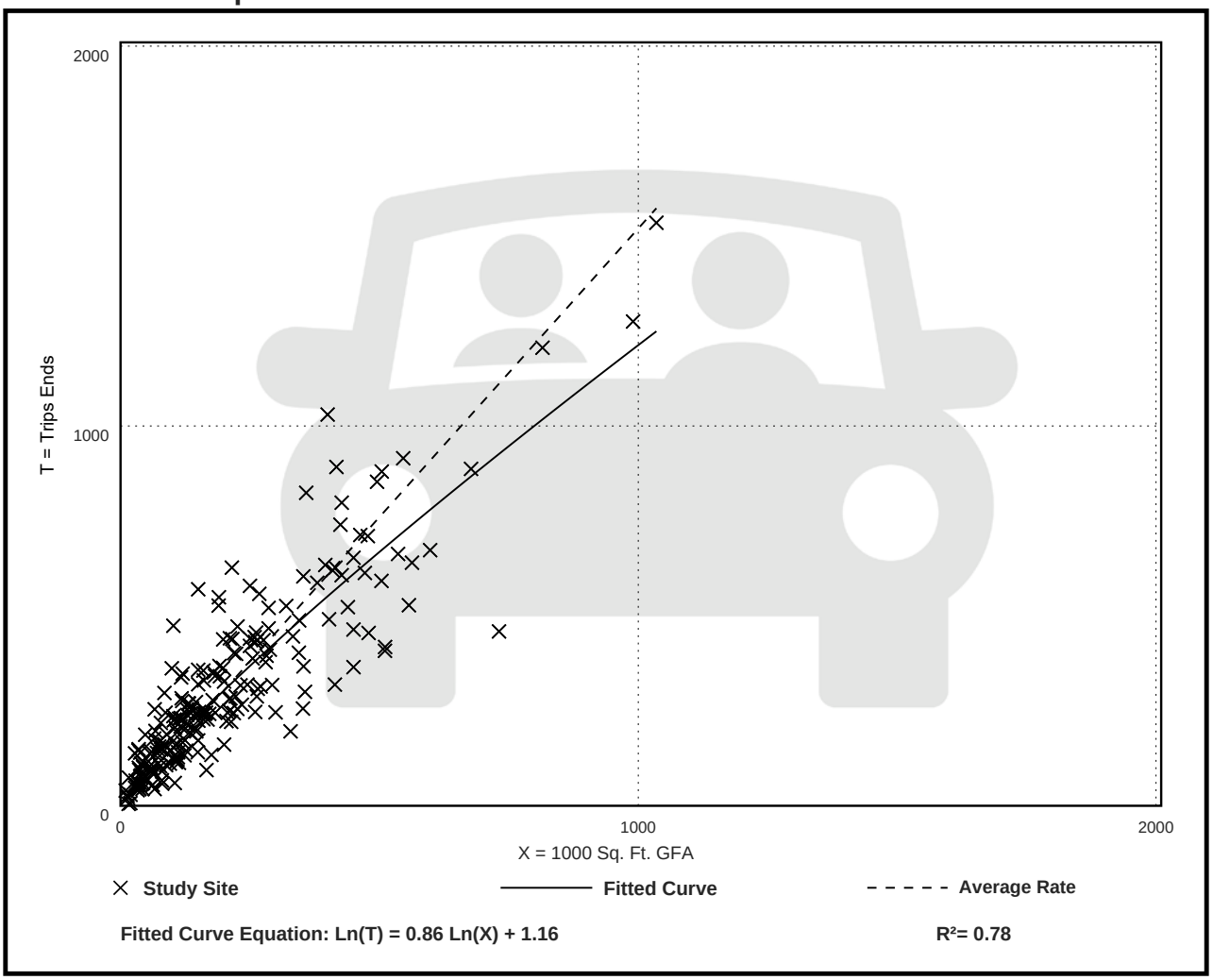
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.86 Ln(X) + 1.16

R^2= 0.78

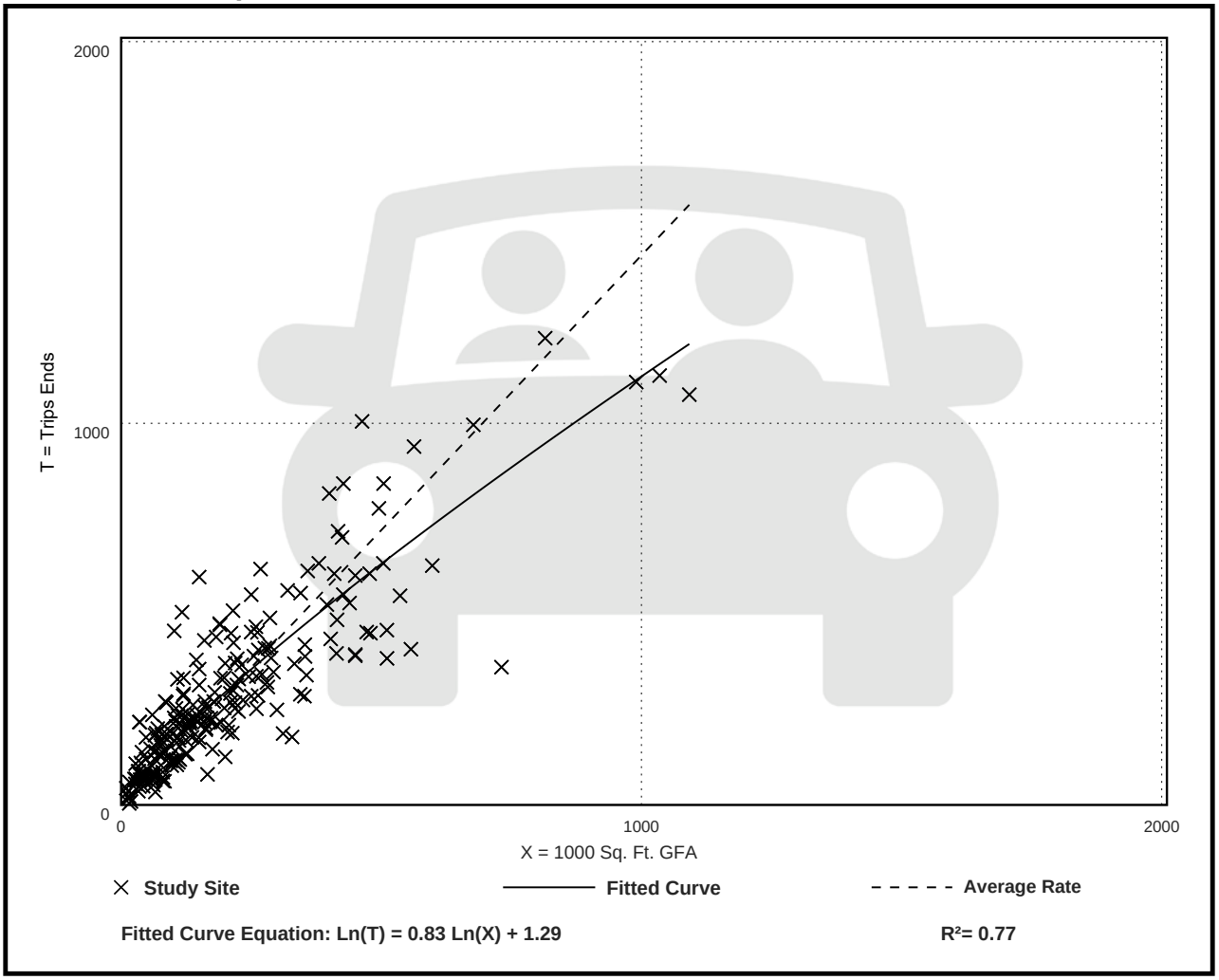
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.83 Ln(X) + 1.29

R^2= 0.77

General Office Building
(710)

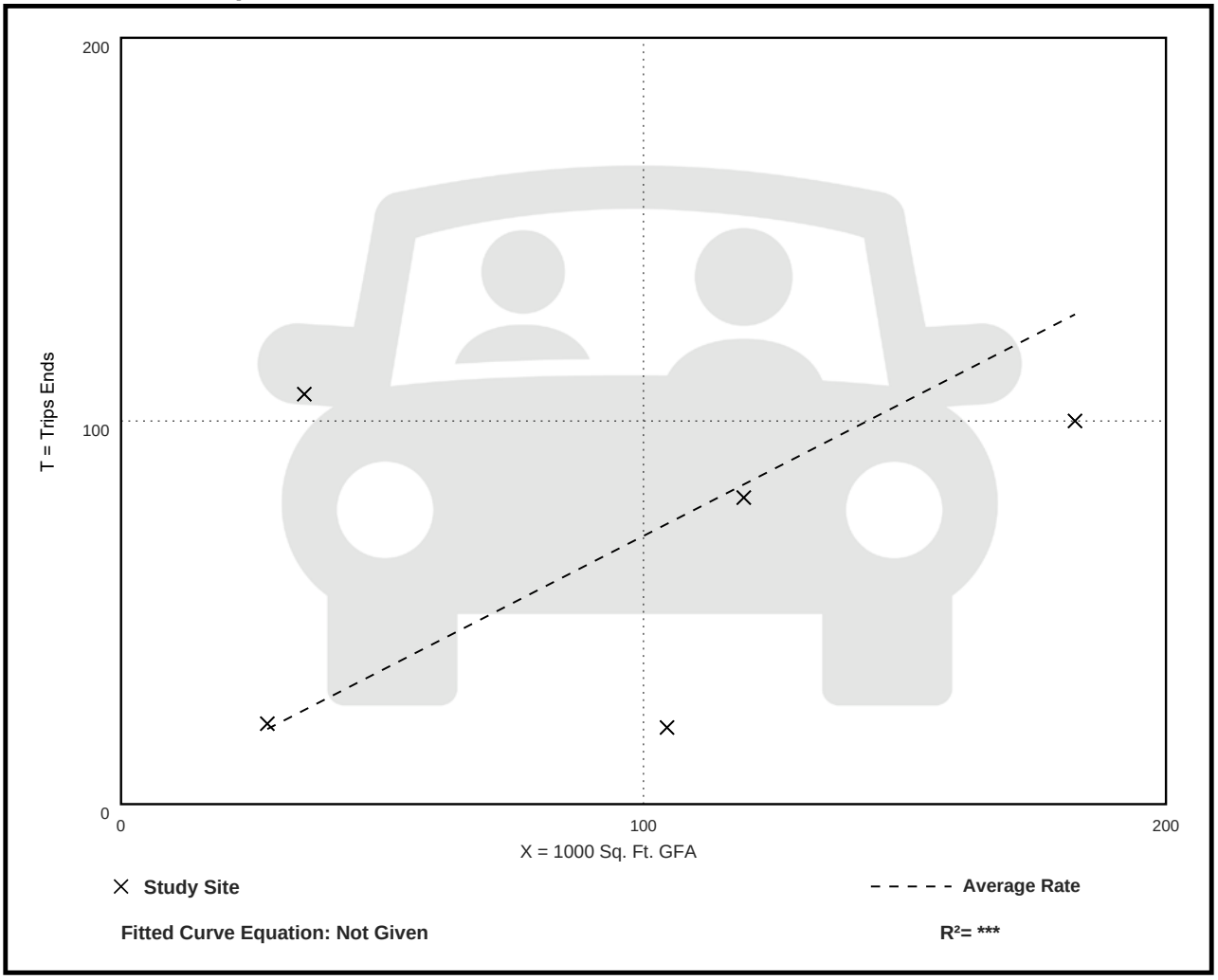
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday

Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 94
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.70	0.19 - 3.05	0.77

Data Plot and Equation



General Office Building
(710)

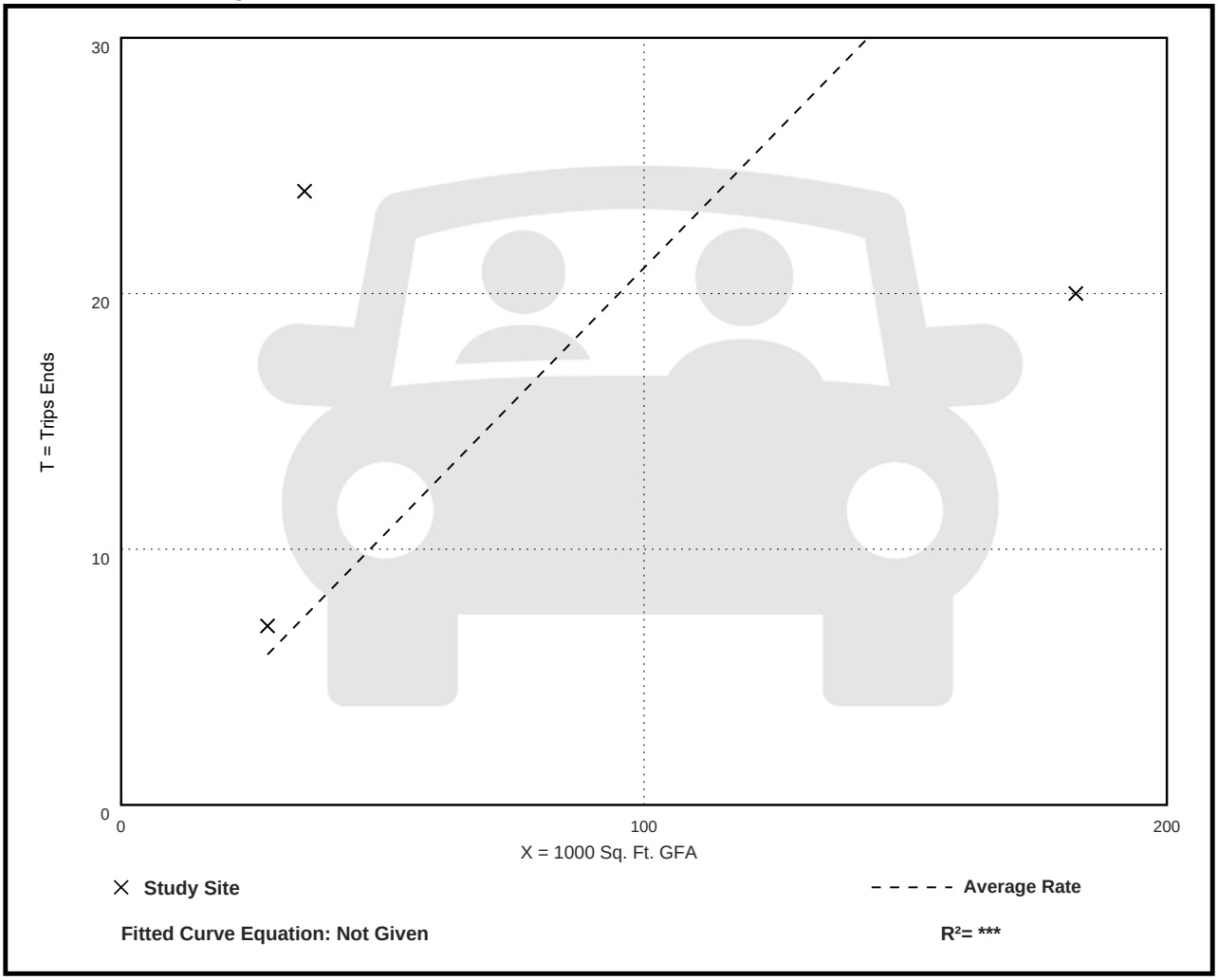
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 82
Directional Distribution: 58% entering, 42% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.21	0.11 - 0.68	0.24

Data Plot and Equation



CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Michael Woodman
Meeting Date: November 27, 2023

AGENDA ITEM: MP-23-06 CELEBREE/NORTH POINT COMMONS MASTER PLAN

The applicant, Celebree School, is requesting a master plan amendment to change 'Day Care Center' from an accessory use to a permitted use in Pod C of the North Point Commons Master Plan. Approval of the applicant's request would allow Celebree School to re-use a 12,011 square foot building on 2.3 acres formerly occupied by Golden Corral. The subject property is located at 915 North Point Drive at the northeast corner of North Point Parkway and North Point Dr.

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 subject to staff's recommended conditions. Vote 6-0

PLANNING COMMISSION RECOMMENDATION:

Approve MP-23-06 Celebree/North Point Commons Master Plan, subject to the following conditions:

1. 'Day Care Center' shall be listed as a permitted use in the North Point Commons Master Plan Pod C.
2. Site shall be developed substantially similar to the site plan prepared by Colliers, dated 8/21/2023. Site shall be limited to 'Day Care Center' use only.
3. Building exterior shall be substantially similar to the submitted renderings, labeled Exhibit A, with final approval by DRB. There shall be no primary colors used on the exterior of the building, including on awnings or signage. Proposed stone shall be similar to styles/colors shown in the North Point Overly District Design Guidelines. Natural stained board and batten or variegated shiplap as depicted in the North Point Overlay District Design Guidelines shall be installed within the gable over the front entry.
4. EcoDistrict points shall be substantially similar to the description provided in the staff report, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
5. Property owner shall assess site landscaping and replace missing, dead or dying landscape material, with final approval by DRB. New landscape material shall be sustainable (native and/or drought-tolerant) landscaping, with final approval by DRB.
6. Playground equipment, vinyl privacy fence, and bollards shall be screened from view along North Point Parkway and North Point Drive, with final approval by DRB.
7. Minimum 10' wide planter shall surround the playground area and shall be planted with native and/or drought-tolerant landscape material to provide an opaque screen, with final approval by DRB.
8. Dumpster shall have painted metal doors that complement the primary building, as approved by DRB.
9. Planter along North Point Drive and North Point Parkway shall be planted with a row of shrubs or grasses that are native and/or drought-tolerant, as approved by DRB.
10. Minimum 0.2188 acres (9,533 SF) of open space shall be reserved and improved substantially as depicted on the site plan prepared by Colliers, labeled Exhibit B. Property owner shall be responsible for maintenance of open space areas.

ITEM DESCRIPTION:

The submitted request, if approved, would allow the applicant to operate a 'Day Care Center' in a 12,011 square foot building formerly occupied by Golden Corral. A master plan amendment is requested to the North Point Commons Master Plan to change 'Day Care Center' from an accessory use to a permitted use in Pod C. The subject property is located at 915 North Point Drive at the northeast corner of North Point Parkway and North Point Drive.

The 2.3-acre property is zoned O-I (Office-Institutional) and CUP (Community Unit Plan) and is subject to the North Point

Commons Master Plan Pod C. Located in the North Point Overlay, the property was developed in 2002 with a 1-story, 12,011 square foot restaurant building. Surrounding properties are zoned O-I to the west and north, CUP to the north, east and south, and PSC (Planned Shopping Center) to the west. An office building is located to the north, Embassy Suites is located to the south, Chuck E. Cheese is located to the west, and Milton Park is located to the south and east.

The North Point Commons Master Plan was approved in 1998 and consists of approximately 130 acres along North Point Parkway and Haynes Bridge Road. The master plan consists of four (4) pods with two (2) designated retail, one (1) designated office, and one (1) designated commercial. Pod C is currently developed with two (2) free standing restaurants and a three (3) story office building. 'Day Care Center' is listed as an accessory use in Pod C, meaning that the use is limited to a use that serves the primary use and does not occupy more than 25% of the building in which they are located.

Celebree School is an early childhood education and day care operating since 1994. Celebree has locations in Maryland, Delaware, Virginia, North Carolina, South Carolina, Pennsylvania, and Texas. The proposed location would be the first in Georgia and would serve infants through Pre-K with the possibility of before and after school care. Hours of operation are Monday – Friday 6:30 AM – 6:30 PM. The school is closed on the weekends. The applicant anticipates approximately 22 employees.

SITE PLAN

Celebree proposes an adaptive re-use of the former Golden Corral building, including aesthetic changes to the exterior, addition of a playground area, and interior renovations. The site plan depicts the 12,011 square foot restaurant building to remain and a 7,250 square foot playground being developed in the parking lot on the east side of the building. The existing shared driveways on North Point Parkway and North Point Drive will continue to service the property. There are currently 140 parking spaces on the property, which will be reduced to 108 spaces with the development of the playground area. The UDC requires one (1) parking space/400 square feet, or 31 spaces, for the proposed 'Day Care Center' use. The applicant's site plan exceeds the minimum parking requirement for the proposed use. Due to the young age of the students, the business model for the day care center does not utilize a pick-up and drop-off system.

A six-foot (6') vinyl privacy fence is proposed to screen the playground. Bollards will be installed along the exterior of the fence within landscape planters. If approved, significant landscape screening material will be needed in the planter to screen the privacy fence and playground equipment from the street.

The applicant's proposal does not trigger compliance with North Point open space or EcoDistrict measures. However, the applicant has committed to providing Sustainable Landscaping (1 EcoDistrict point) and Alternative Transportation (1-2 EcoDistrict points).

RENDERINGS

The applicant submitted a rendering depicting the re-use of the former Golden Corral building. The rendering depicts aesthetic enhancements to the exterior of the building, including replacing the existing metal roof with a shingle roof, adding a stone water table, and wrapping columns in stone, and adding variegated horizontal shiplap siding to the body of the building. The applicant addressed suggestions by the City's Downtown Consultant in order to complement the North Point Design Guidelines which encourage contemporary, modern, and/or industrial/mercantile styles.

TRAFFIC

The applicant provided a trip generation report which estimates that the 'Day Care Center' use will generate 141 AM Peak Hour trips and 142 PM Peak Hour trips. This represents a reduction of 23 AM Peak Hour trips and 54 PM Peak Hour trips from the previous use of the property as a sit-down restaurant.

Land Use		Size	AM Peak			PM Peak			Saturday Peak		
			Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Existing	932 – High-Turnover (Sit-Down) Restaurant	12,011 SF	94	70	164	100	96	196	69	65	134
Proposed	565 – Day Care Center		75	66	141	67	75	142	13	7	20
Difference			**-19**	**-4**	**-23**	**-33**	**-21**	**-54**	**-56**	**-58**	**-114**

STANDARDS FOR MASTER PLAN AMENDMENTS

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 applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with a mix of office, commercial and residential uses. The proposed zoning request will allow for a 'Day Care Center', which represents a neighborhood-level service use that would complement surrounding uses.

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

Response: The proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with a mix of office, commercial and residential uses. The property has two (2) points of vehicular access and is located at a signalized intersection. In addition, the applicant's business model does not utilize a pick-up and drop-off lane which has the potential to stack into the public right-of-way.

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

Response: The proposal should not have significant impacts on the natural environment. The applicant proposes to re-use an existing restaurant building and redevelop a surface parking area with a playground area.

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

Response: North Point Commons Master Plan Pod C allows 'Day Care Center' as an accessory use in Pod C, which limits the use to no more than 25% of the building. It is unclear why the use is limited to an accessory use since other neighborhood-level services uses are permitted by-right in Pod C, such as a bank, clinic, community center, gym, and restaurant.

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 should not have significant impacts on public facilities and services. The proposed use is estimated to generate fewer Peak Hour trips, representing a reduction of 23 AM Peak Hour trips and 54 PM Peak Hour trips from the previous use of the property as a sit-down restaurant.

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 proposal reflects a reasonable balance. The proposal would complement surrounding uses, which are primarily developed with a mix of office, commercial and residential uses. Milton Park is directly across the street from the proposed development and a new single-family residential development is under construction within less than 0.25 miles from the site.

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

Response: North Point Commons Master Plan Pod C allows 'Day Care Center' as an accessory use in Pod C, which

limits the use to no more than 25% of the building. It is unclear why the use is limited to an accessory use since other neighborhood-level services uses are permitted by-right in Pod C, such as a bank, clinic, community center, gym, and restaurant.

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

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

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that the use does not conflict with the established review criteria for a master plan amendment. The zoning proposal would allow a 'Day Care Center', which represents a neighborhood-level service use that would complement surrounding uses. The master plan allows 'Day Care Center' as an accessory use in Pod C, which limits the use to no more than 25% of the building. It is unclear why the use is limited to an accessory use since other neighborhood-level services uses are permitted by-right in Pod C, such as a bank, clinic, community center, gym, and restaurant.

CITIZEN PARTICIPATION PLAN

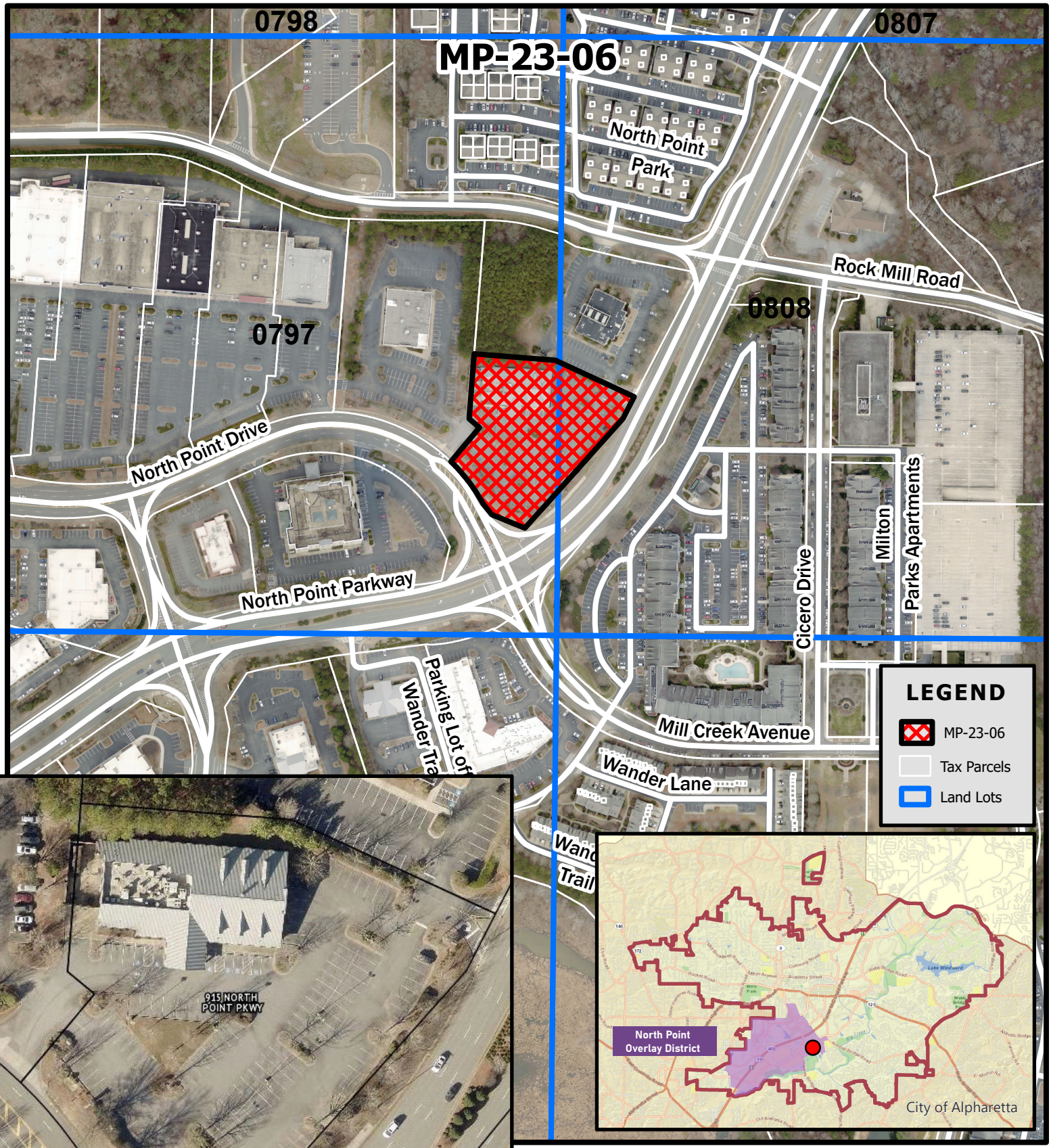
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

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

ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Exhibit A
- Exhibit B
- CZIM
- Citizen Part B
- Application

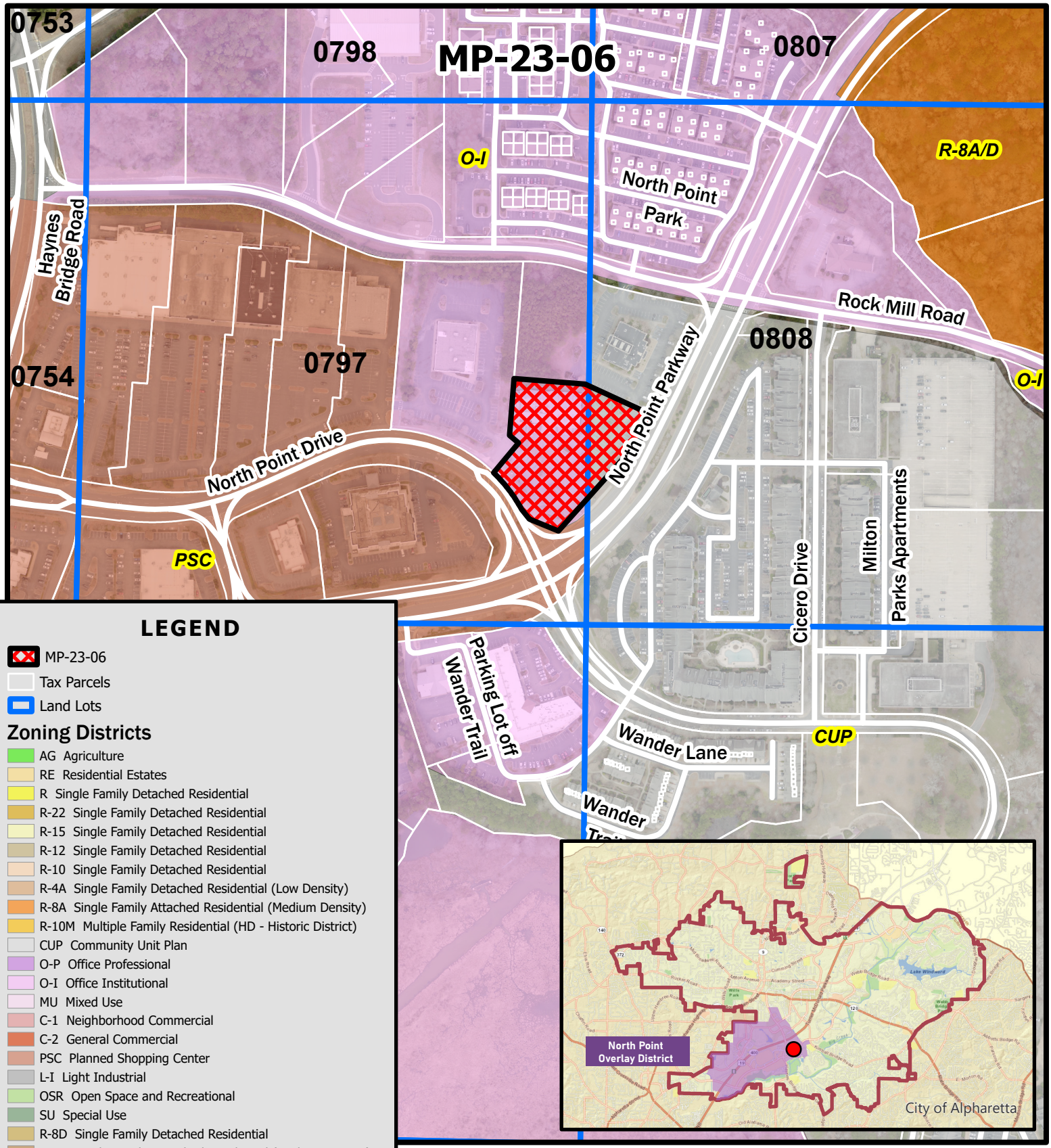


Z-23-08 V-23-13
D/LL: 1/1/35, 36
PC: 8/03/23
CC: 8/28/23

Aerial Map
Celebree School
915 North Point Drive

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- MP-23-06
- Tax Parcels
- Land Lots

Zoning Districts

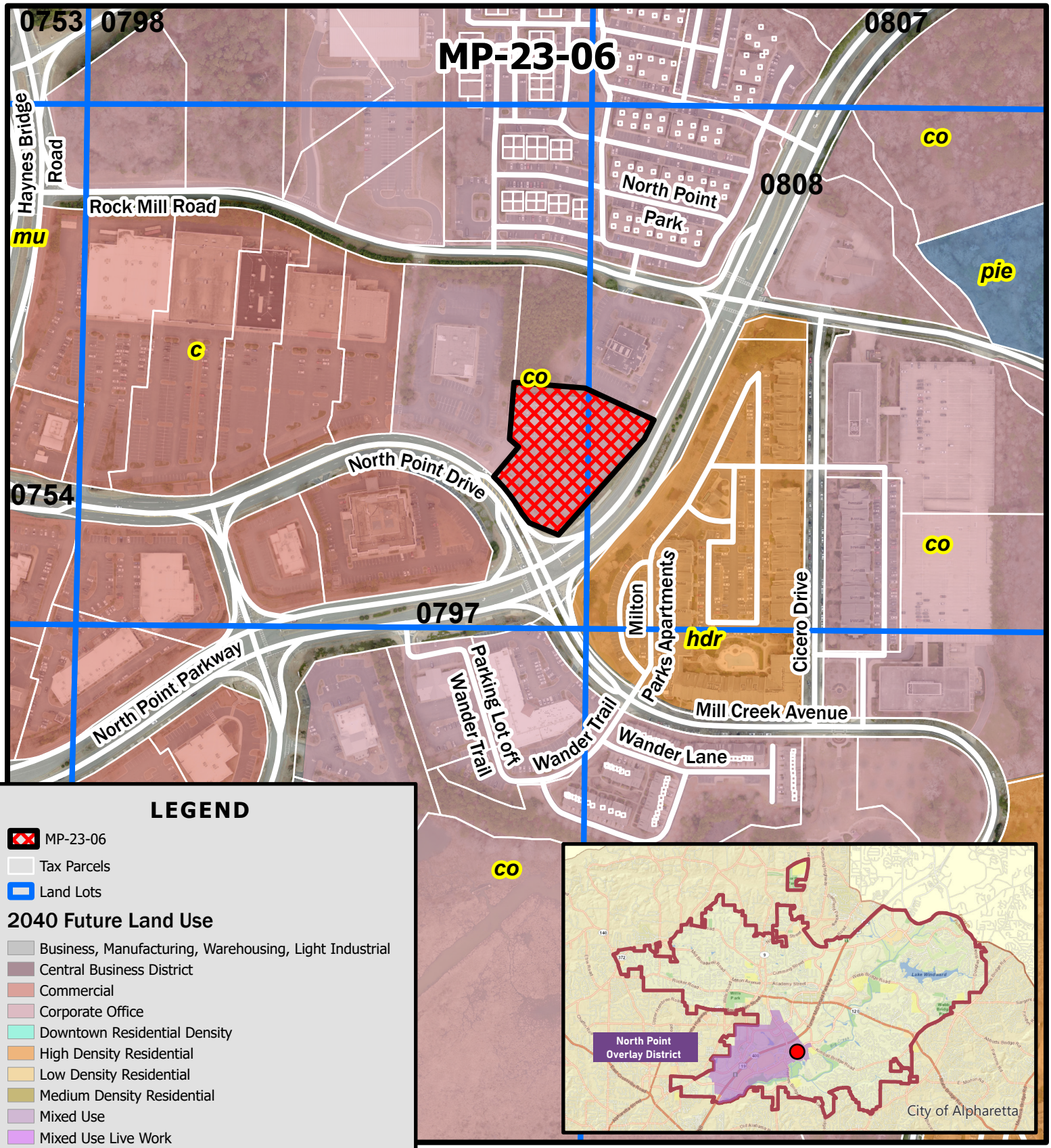
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)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

Z-23-08 V-23-13
D/LL: 1/1/35, 36
PC: 8/03/23
CC: 8/28/23

THE CITY OF ALPHARETTA GEORGIA

Zoning Map
Celebree School
915 North Point Drive

Location Map Provided by:
Community Development - GIS

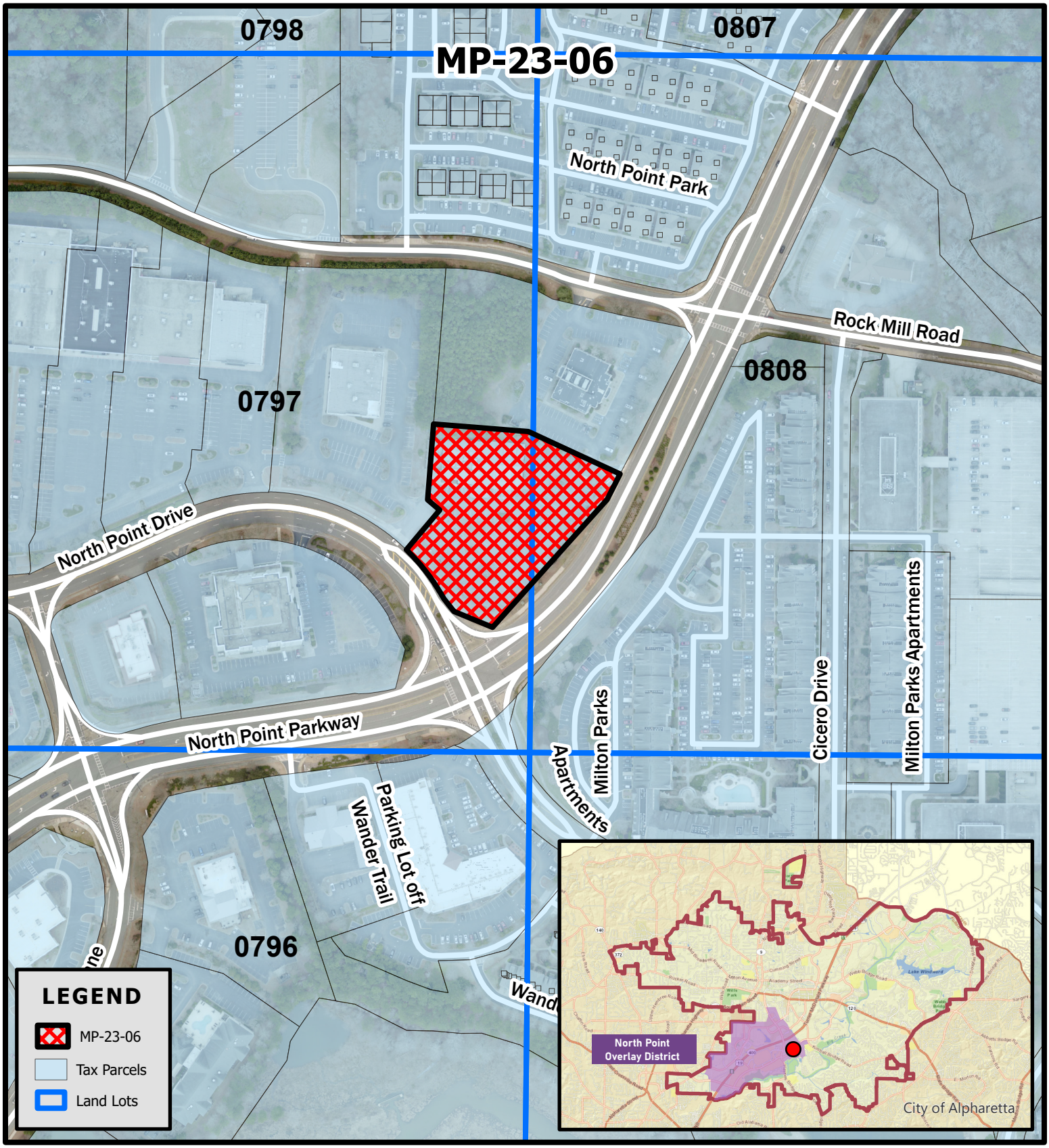


Z-23-08 V-23-13
D/LL: 1/1/35, 36
PC: 8/03/23
CC: 8/28/23

Future Land Use Map
Celebree School
915 North Point Drive

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



MP-23-06
D/LL: 1/2/797, 808
PC: 11/02/23
CC: 11/27/23

Location Map
Celebree School
915 North Point Drive

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS

Exhibit A

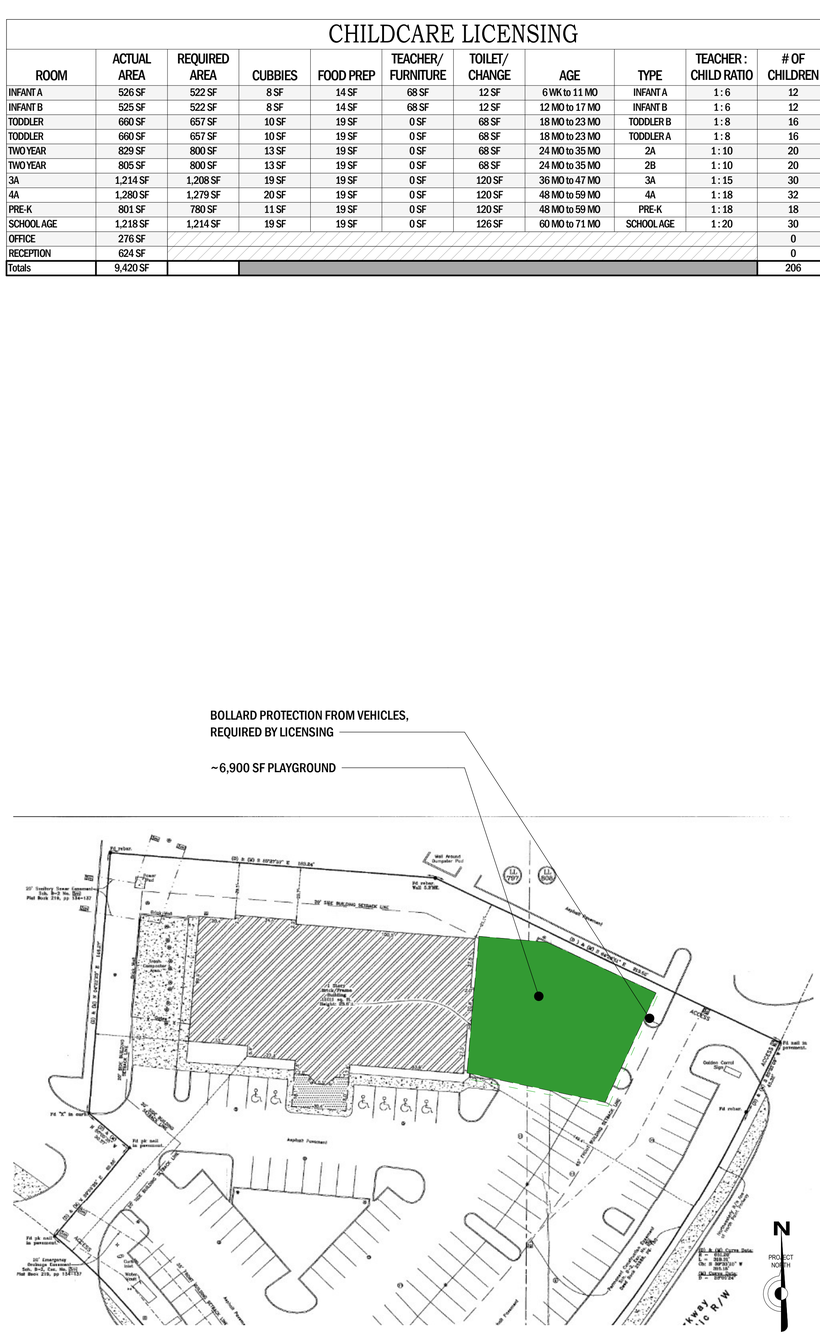
PROPOSED PROJECT AREA: 11,670 RSF

CHILDCARE LICENSING

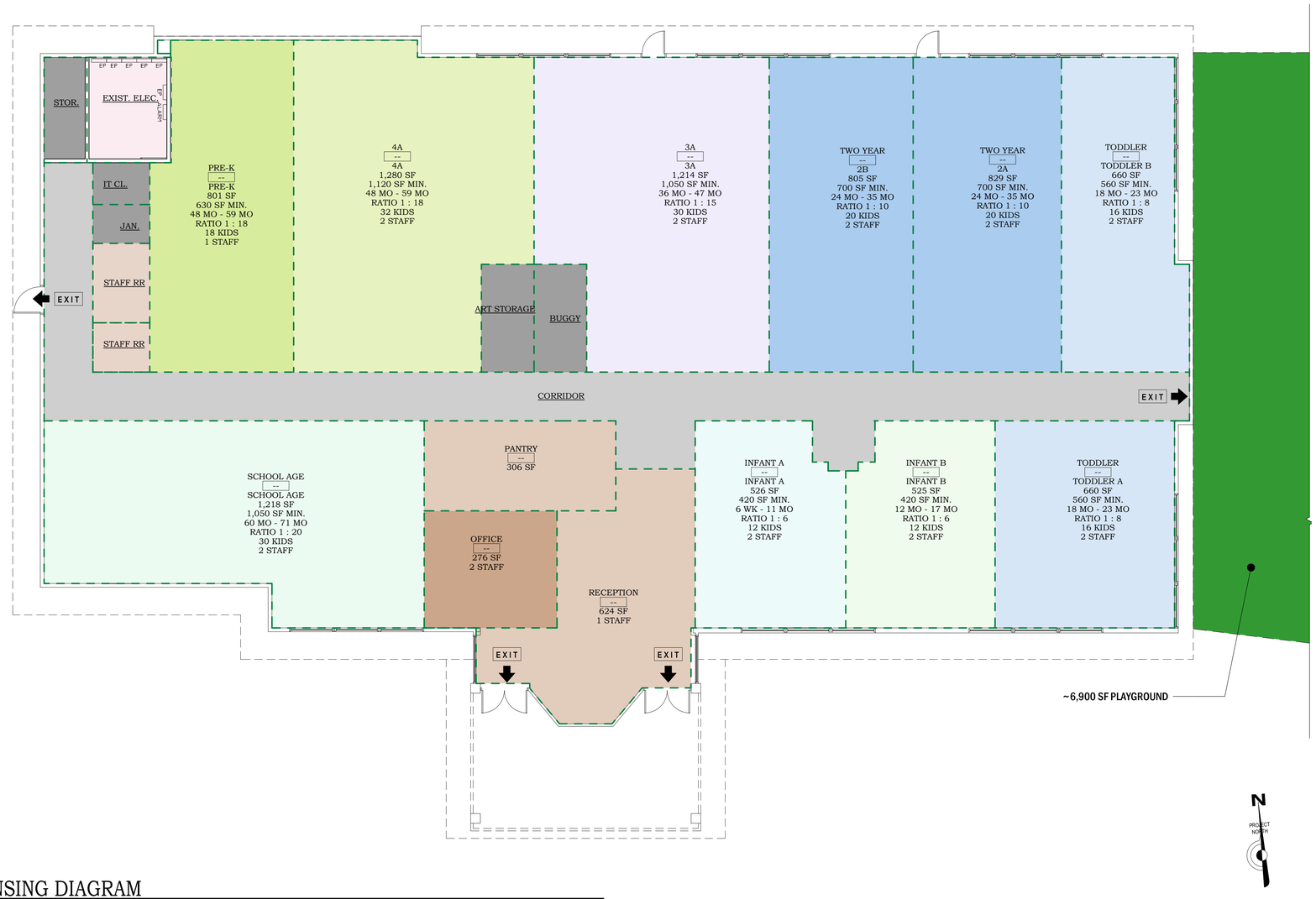
ROOM	ACTUAL AREA	REQUIRED AREA	CUBBIES	FOOD PREP	TEACHER/ FURNITURE	TOILET/ CHANGE	AGE	TYPE	TEACHER : CHILD RATIO	# OF CHILDREN	# OF STAFF
INFANT A	526 SF	522 SF	8 SF	14 SF	68 SF	12 SF	6 WK to 11 MO	INFANT A	1 : 6	12	2
INFANT B	525 SF	522 SF	8 SF	14 SF	68 SF	12 SF	12 MO to 17 MO	INFANT B	1 : 6	12	2
TODDLER	660 SF	657 SF	10 SF	19 SF	0 SF	68 SF	18 MO to 23 MO	TODDLER B	1 : 8	16	2
TODDLER	660 SF	657 SF	10 SF	19 SF	0 SF	68 SF	18 MO to 23 MO	TODDLER A	1 : 8	16	2
TWO YEAR	829 SF	800 SF	13 SF	19 SF	0 SF	68 SF	24 MO to 35 MO	2A	1 : 10	20	2
TWO YEAR	805 SF	800 SF	13 SF	19 SF	0 SF	68 SF	24 MO to 35 MO	2B	1 : 10	20	2
3A	1,214 SF	1,208 SF	19 SF	19 SF	0 SF	120 SF	36 MO to 47 MO	3A	1 : 15	30	2
4A	1,280 SF	1,279 SF	20 SF	19 SF	0 SF	120 SF	48 MO to 59 MO	4A	1 : 18	32	2
PRE-K	801 SF	780 SF	11 SF	19 SF	0 SF	120 SF	48 MO to 59 MO	PRE-K	1 : 18	18	1
SCHOOL AGE	1,218 SF	1,214 SF	19 SF	19 SF	0 SF	126 SF	60 MO to 71 MO	SCHOOL AGE	1 : 20	30	2
OFFICE	276 SF									0	2
RECEPTION	624 SF									0	1
Totals	9,420 SF									206	22

TESTFIT NOTES:

1. MEASURED AREAS AND DIMENSIONS ARE DIAGRAMMATIC ONLY AND MUST BE VERIFIED IN FIELD PRIOR TO SCHEMATIC DESIGN.
2. CHANGE OF USE FROM ANY OTHER OCCUPANCY TO CHILDCARE USE MAY REQUIRE ZONING APPROVAL AND INVOLVE CIVIL ENGINEERING. A SITE IMPACT REPORT IS RECOMMENDED.
3. EXHAUSTIVE ANALYSIS OF ADJACENT PROPERTY USES AND SUITABILITY FOR DAYCARE HAS NOT BEEN PERFORMED AND SHOULD BE VERIFIED IN A SITE IMPACT REPORT.
4. APPLICABLE CHILDCARE REQULATIONS: **GEORGIA DEPT OF EARLY CARE AND LEARNING - RULES AND REGULATIONS FOR CHILD CARE LEARNING CENTERS**
5. PLUMBING FIXTURE REQUIREMENTS AS PER GEORGIA CHILDCARE REGULATIONS:
   A. **FOR CENTERS WITH 151-175 CHILDREN, 8 TOILETS AND SINKS ARE REQURIED. FOR EACH ADDITIONAL GROUP OF 25 CHILDREN, ADD 1 SINK AND TOILET.**
6. MINIMUM PLAYGROUND REQUIREMENTS:
   A. **100 SF PER LICENSED CHILD FOR ONE-THIRD OF LICENSED CAPACITY**.



2 SITE DIAGRAM
1" = 40'-0"



1 LICENSING DIAGRAM
1/8" = 1'-0"

J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.jam-arch.com

Celebree SCHOOL

LICENSING DIAGRAM

915 NORTH POINT DRIVE
ALPHARETTA, GA 30022

ISSUED ON: 2023-10-19

JOB NUMBER: 2023-01.30
DRAWN BY: OS

JAM ARCH

10/19/2023 10:32:38 AM C:\Users\Public\Documents\Revit\CS Alpharetta GA North Point_10_oszymkowski.rvt ISSUED UNDER AUTHORITY OF JUSTIN A. MIHALIK, AIA NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION. THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTIONS AS AN "ARCHITECTURAL WORK" UNDER SEC.102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS THE ARCHITECTURAL WORKS COPYRIGHT ACT OF 1990.

PROPOSED PROJECT AREA: 11,670 RSF

Exhibit A



J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.jam-arch.com

Celebree SCHOOL

EXISTING ENTRY ELEVATION

915 NORTH POINT DRIVE
ALPHARETTA, GA 30022

ISSUED ON: 2023-10-19

JOB NUMBER: 2023-01.30

JAM ARCH

DRAWN BY: WB

ISSUED UNDER AUTHORITY OF JUSTIN A. MIHALIK, AIA
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PROPOSED PROJECT AREA: 11,670 RSF

Exhibit A

Celebree SCHOOL

Preferred

5" deep, internally white LED illuminated channel letters with translucent vinyl inlay on faces. When letters and logo are on raceway, underscore bar to add depth of raceway to return and remain flush mounted. All letters, logos to have white trim cap and returns and 1/2" outline exposing white acrylic.

3M 3630-137 European Blue

3M 3630-5028 Custom PMS 390 C

White faces, trim and returns

MONUMENT SIGN



TYPICAL STONE



TYPICAL FENCE





J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.jam-arch.com

Celebree SCHOOL

PROPOSED ENTRY ELEVATION

915 NORTH POINT DRIVE
ALPHARETTA, GA 30022

ISSUED ON: 2023-10-19

JOB NUMBER: 2023-01.30

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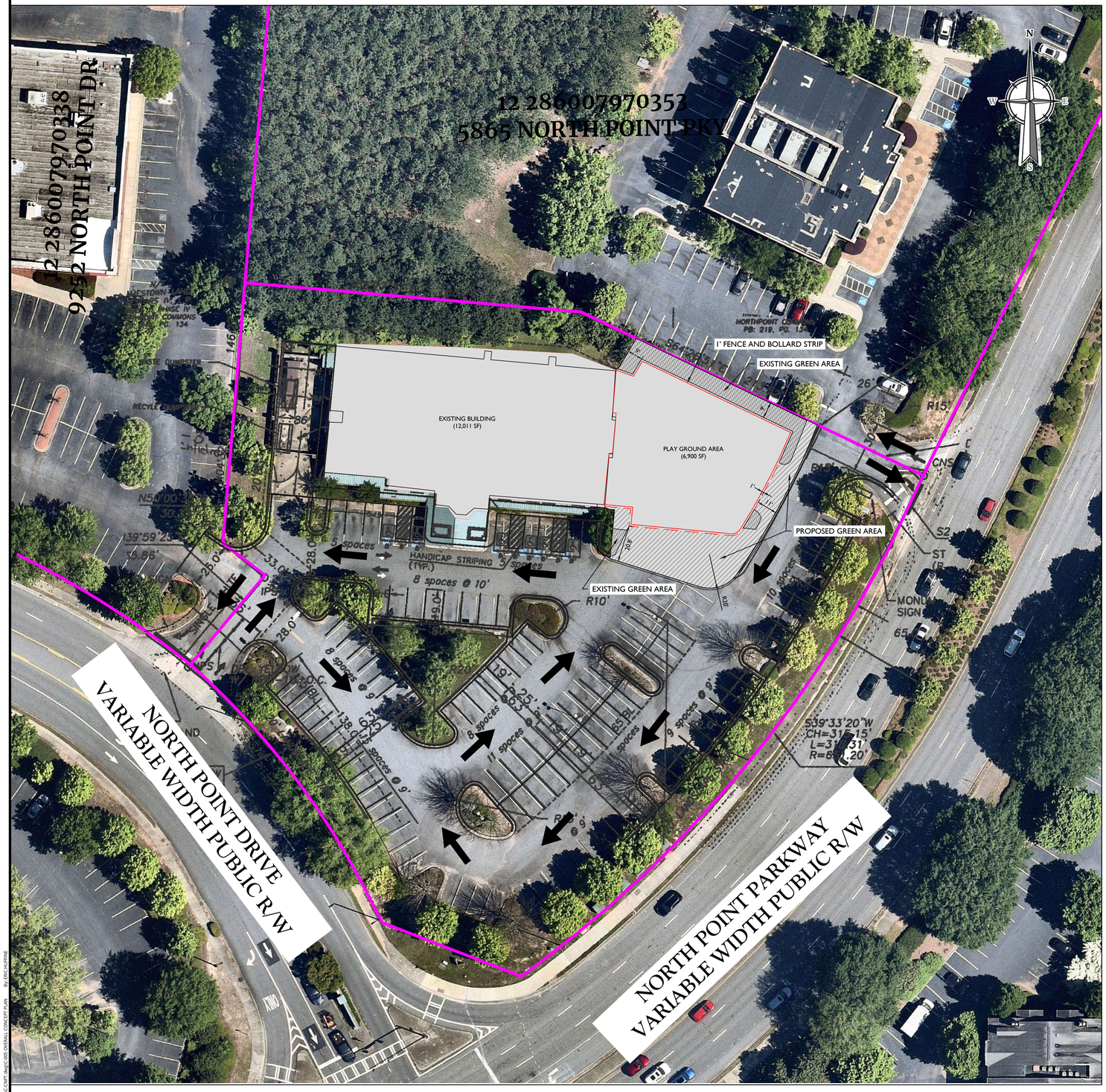
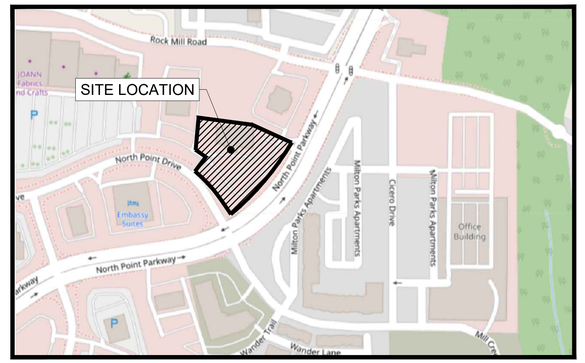


IMAGE WAS IMPORTED FROM ROCHESTER & ASSOC.

30 0 30 60

SCALE : 1" = 30'



SITE LOCATION MAP

NOT TO SCALE

NOTES:

1. REFER TO SHEET C-002 AND C-003 FOR SURVEY INFORMATION
2. PROPOSED PARKING SPACES:
   STANDARD (9'X19') = 103
   ADA = 6
   TOTAL = 109
3. PLAY GROUND AREA = 6,900 SF
   1'FT FENCING AREA AROUND PLAY GROUND= 264 SF
   PROPOSED GREEN SPACE AREA AROUND THE PLAY GROUND= 3,935 SF
   EXISTING LANDSCAPE AREA= 1,302 SF
   NEW PERVIOUS AREA= 2,633 SF (3,935 SF - 1,302 SF)
   DEVELOPMENT NEW IMPERVIOUS AREA= (6,900 SF + 264 SF) - 2,633 SF = 4,531 SF

SECTION 3.3.1.E.b. CONCERNING APPLICABILITY CRITERIA IS INTERPRETED AS NEW PLAYGROUND IMPERVIOUS (7,164 S.F.) IN AREA OF EXISTING IMPERVIOUS MINUS SQUARE FOOTAGE OF EXISTING IMPERVIOUS CHANGED TO NEW PERVIOUS AREA (2,633 S.F.) EQUALS (4,531 S.F.). BECAUSE THE NET RESULT IS LESS THAN 5,000 S.F., NO RUNOFF REDUCTION MEASURES ARE REQUIRED AND THE NEWLY CREATED PERVIOUS AREA WHICH WAS PREVIOUSLY IMPERVIOUS DOES NOT HAVE TO BE TESTED TO CONFIRM INFILTRATION.

Exhibit B

Colliers
Engineering & Design
www.colliersengineering.com

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ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
1	10/31/23	WE	REVISED FOR THE CLIENT REQUIREMENTS COMMENTS.

GEORGIA REGISTERED No. PE040186 PROFESSIONAL ENGINEER THOMAS N. TRUE

Digitally signed by Thomas N. True
Date: 2023.11.02 08:53:52-04'00'

TOM TRUE
GEORGIA REGISTERED PROFESSIONAL ENGINEER
LICENSE NUMBER: PE40186
COLLIERS ENGINEERING & DESIGN, INC.
G.A. License #: PEF006209

PRELMINARY PLAN

FOR

CELEBREE CORPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

Colliers Engineering & Design
ATLANTA
1305 Mall of Georgia Blvd, Suite 120
Buford, GA 30519
Phone: 678.288.4491
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/21/2023	WE	KJ

PROJECT NUMBER: 23010746
DRAWING NAME: C-CNPT

SHEET TITLE: OVERALL CONCEPT PLAN

SHEET NUMBER: C-005

2023\23010746\Engineering\Concept\C-CNPT.dwg|C-005 OVERALL CONCEPT PLAN| By:ERIC.HUFFINE

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

Community Zoning Information Meeting (CZIM) **October 13, 2023**

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

MP-23-06 / Celebree School/915 North Point Drive

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: Celebree School

Contact Name: Julie Sellers w/ Dillard Sellers Telephone: 404-665-1242

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.

All property owners with record title within 500 ft. of the subject property were notified by letter mailing. As of 10/19/2023, Applicant has received no comments in response to this notice.

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

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

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

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

Signature of Authorized Agent: _____ Date: 10/19/2023

For Dillard Sellers

Print Form

September 18, 2023

Julie Sellers
1776 Peachtree Street NW | Suite 415S
Atlanta, Georgia 30309

RE: Celebree School MP-23-06

Dear Property Owner:

Please allow this letter to serve as public notice for a Master Plan Amendment request at 915 North Point Drive, Alpharetta, GA 30005 to allow for an Early Childhood Education/Day Care as a permitted use within the North Point Common Master Plan, Pod C.

The Community Zoning Information Meeting (CZIM) for this request will be held on 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 Planning Commission on Thursday, November 2, 2023 at 6:30 PM and City Council on Monday, November 27, 2023 at 6:30 PM. The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 404-665-1242 or jsellers@dillardsellers.com.

Sincerely,

Julie Sellers

3M ASSOCIATES LLC
5750 NORTH POINT PKWY
ALPHARETTA GA 30022

KEOWN HOLDINGS LLC
5755 NORTH POINT PKWY STE 216
ALPHARETTA GA 30022

VININGS BANK
5960 NORTH POINT PKWY
ALPHARETTA GA 30022

MILKATHY CORP
1069 W MORSE BLVD
WINTER PARK FL 32789

FIVE NINE SIX SIX NORTHPOINT PARKW
AY LLC
780 OLD ROSWELL PL # 100
ROSWELL GA 30076

MC STARS LLC
5755 N POINT PKWY BLDG 29
ALPHARETTA GA 30022

ATIVYA NP5865 LLC
5865 N POINT PKWY
ALPHARETTA GA 30022

CONIC INVESTMENTS LLC
5755 N POINT PKWY UNIT 203
ALPHARETTA GA 30005

WALTHER P KEVIN
5755 N POINT PKWY # 202
ALPHARETTA GA 30022

ADVENTUS US REALTY #13 LP
1660-999 HASTINGS ST W
VANCOUVER BC V6C 2W2

LISA SHIPPEL LAW LLC
5755 NORTH POINT PKWY #213
ALPHARETTA GA 30022

WILCO PROPERTY MANAGEMENT LLC
6101 ARBOR CREST CT
ROSWELL GA 30075

LAKESIDE AT MILTON PARK LLC
160 GREENTREE DR STE 101
DOVER DE 19904

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

S TWO PARTNERS LLC
5755 NORTH POINT PKWY #207
ALPHARETTA GA 30022-1170

WILCO PROPERTY MANAGEMENT LLC
6101 ARBORCREST CT
ROSWELL GA 30075

SANDS REAL ESTATE HOLDINGS LLC
5755 NORTH POINT PKWY STE 6
ALPHARETTA GA 30022-1136

WALTHER P KEVIN
5755 NORTH POINT PKWY UNIT 202
ALPHARETTA GA 30022

S TWO PARTNERS LLC
5755 NORTH POINT PKWY #207
ALPHARETTA GA 30022-1170

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

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

ALPHARETTA PROPCO LLC
3250 OCEAN PARK BLVD STE 350
SANTA MONICA CA 90405

PARKWAY RE LLC
1755 N BROWN RD STE 150
LAWRENCEVILLE GA 30043

S2 PARTNERS LLC
5755 NORTH POINT PKWY STE 207
ALPHARETTA GA 30022

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

SANDS REAL ESTATE HOLDINGS LLC
5755 NORTH POINT PKWY STE 6
ALPHARETTA GA 30022-1136

TWELVE THOUSAND EIGHTY FIVE BRANDF
ORD STREET PROJE
15822 BERNARDO CENTER DR # A
SAN DIEGO CA 92127

BRAND ELIZABETH P
5755 NORTH POINT PKWY # 13
ALPHARETTA GA 30022

MACINTOSH DAVID C & MONICA L TRS O
F THE MACINTOSH
2561 EDGEWOOD TRCE
CLEVELAND OH 44124

S2 PARTNERS LLC
5755 N POINT PKY STE 210
ALPHARETTA GA 30022

NORTH POINT II LLC
2561 EDGEWOOD TRC
CLEVELAND OH 44124

BOBADILLA INVESTMENTS LLC
5755 N POINT PKWY STE 14
ALPHARETTA GA 30022

MC STARS LLC
5755 N POINT PKWY BLDG 29
ALPHARETTA GA 30022

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

NORTH POINT PARK 5152 LLC
5575 N POINT PKWY STE 85
ALPHARETTA GA 30022

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

ENDOPLACE L L C
45 IVAN ALLEN JR BLVD STE 2206
ATLANTA GA 30308

CONIC INVESTMENTS LLC
5755 N POINT PKWY UNIT 203
ALPHARETTA GA 30005

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

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKWY STE 215
ALPHARETTA GA 30022-1171

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

HT MILTON PARK LLC
197 14TH ST NW STE 250
ATLANTA GA 30318

DELK INVESTMENTS LLC
PO BOX 681331
MARIETTA GA 30068

PLA MILTON PARK LLC
200 W MONROE ST STE 2200
CHICAGO IL 60606

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

LAKESIDE AT MILTON PARK LLC
160 GREENTREE DR STE 101
DOVER DE 19904

PALMER HOUSE LLC
2911 PIEDMONT RD NE STE B
ATLANTA GA 30305

ADVENTUS US REALTY #13 LP
1660-999 HASTINGS ST W
VANCOUVER BC V6C 2W2

ENDOPLACE L L C
45 IVAN ALLEN JR BLVD NW STE 2206
ATLANTA GA 30308

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 haurs 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: Celebree School c/o Dillard Sellers Telephone: 404.665.1242

Address: 1776 Peachtree Street, NW Suite: 415 South

City Atlanta State: GA Zip: 30309 Fax:

Mobile Tel: Email: jsellers@dillardsellers.com

Subject Property Information:

Address: 915 North Point Drive, Alpharetta, GA 30005 Current Zoning: OI / CUP

District: 01 Section: 2nd Land Lot: 797/ 808 Parcel ID: 12 286007970346

Proposed Zoning: no change Current Use: Vacant Building

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

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

Applicant Request And Intent

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

See attached.

Applicant's Request (Please itemize the proposal):

Master Plan Amendment

Please see attached for additional information and descriptions.

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

See attached.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Milkathy Corp. c/o Nancy Miller, President Telephone:

Address: 2737 Devonshire Pl NW Suite: C

City Washington State: DC Zip: 20008

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: Celebree School c/o Julie Sellers Telephone: 301.748.0847

Address: 1306 Bellona Avenue Suite:

City Lutherville State: MD Zip: 21093

So Sworn and Attested:

Owner Signature: [signature] Date: 08/ 10 /2023

Notary:

Notary Signature: [signature] Date: 08/ 10 /2023

FERNANDO A. GALLARDO VALDIVIA NOTARY PUBLIC MY COMMISSION EXPIRES 5/31/2027 DISTRICT OF COLUMBIA

District of Columbia
Signed and sworn to (or affirmed) before me
on 8/10/23 by Nancy Miller
Date Name(s) of Individual(s) making Statement
Signature of Notarial Officer
Fernando A. Gallardo Valdivia - Notary Public, District of Columbia
My commission expires May 31, 2027

12

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Celebree School

Subject Public Hearing Case: Master Plan Amendment for 915 North Point Drive

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. 36-67A-3.

Signature: Nancy E. Albright Date: 08/10/2023

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).

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Description of Contribution: _____ Value: _____

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Signature: _____ Date: 08/ 30 /2023

DISCLOSURE FORM

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

Name of Official: Donald Mitchell Position: Post 1, City Council

Description of Contribution: Campaign Contribution for 2021 Election Cycle Value: $250.00

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: R. Bento Russell (R. Bento Russell) Date: 08/30/2023

Dillard Sellers, Applicant Representative

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

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

Please see attached.

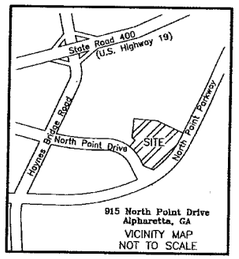
How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Please see attached.

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

Please see attached.

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.



⚠ LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 1172.266, DATED AUGUST 24, 2004. SCHEDULE B – SECTION 2, EXCEPTIONS PERTAINING TO THIS SURVEY

3. Special Exceptions:

(c) Easement from E.D. Thomas to Georgia Power Company, dated July 14, 1936, filed for record July 25, 1936 at 1:32 p.m., recorded in Deed Book 1580, Page 541, Records of Fulton County, Georgia. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(d) Right-of-Way Easement from John A. Wayt, Jr. to Sawnee Electric Membership Corporation, dated May 24, 1966, filed for record June 11, 1966 at 8:57 a.m., recorded in Deed Book 4598, Page 165, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(e) Right-of-Way Easement from John A. Wayt, Jr. to Sawnee Electric Membership Corporation, dated April 21, 1967, filed for record April 28,1967 at 8:26 a.m., recorded in Deed Book 4727, Page 320, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(f) Easement from Dillard Munford, Jr. to Georgia Power Company, dated March 8, 1976, filed for record August 18, 1977 at 1:08 p.m., recorded in Deed Book 6770, Page 368, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(g) Easement contained in Right-of-Way Donation Deed from United States Trust Company of Florida, N.A., successor co-trustee of the trust, along with Katherine H. Maclellan, of the Trust of Anne M. Munford, to Fulton County, dated November 4, 1998, filed for record December 31, 1998 at 8:30 a.m., recorded in Deed Book 25988, Page 150, aforesaid Records. PLOTTED HEREON

(h) Declaration of Restrictions by Jamestown Land Investors IV, L.P., a Georgia limited partnership, dated May 7, 1999, filed for record May 11, 1999 at 2:14 p.m., recorded in Deed Book 26591, Page 206, aforesaid Records; as amended by Amendment No. 1 to Declaration of Restrictions by Jamestown Land Investors IV, L.P., a Georgia limited partnership, dated November 12, 1999, filed for record November 12, 1999 at 12:19 p.m., recorded in Deed Book 27983, Page 16, aforesaid Records; as further amended by Second Amendment to Declaration of Restrictions by Jamestown Land Investors IV, L.P., a Georgia limited partnership, and City of Alpharetta, dated December 18, 2000, filed for record March 6, 2001 at 12:29 p.m., recorded in Deed Book 30043, Page 408, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

(i) Right-of-Way Easement from Jamestown Land Investors IV, LP to Sawnee Electric Membership Corporation, dated May 31, 1999, filed for record June 3, 1999 at 4:31 p.m., recorded in Deed Book 26802, Page 289, aforesaid Records. AFFECTS SUBJECT PROPERTY, HOWEVER, INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT, THEREFORE EASEMENT CANNOT BE PLOTTED.

(j) Reciprocal Access Easement Agreement by Jamestown Land Investors IV, L.P., dated February 7, 2001, filed for record February 7, 2001 at 3:19 p.m., recorded in Deed Book 29950, Page 53, aforesaid Records; as corrected by Corrective Reciprocal Access Easement Agreement by Jamestown Land Investors IV, L.P., dated February 8, 2001, filed for record February 8, 2001 at 3:01 p.m., recorded in Deed Book 29953, Page 578, aforesaid Records. BLANKET IN NATURE AFFECTING PROPERTIES AS PLOTTED HEREON (SEE DETAIL).

(k) Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV by Jamestown Land Investors IV, L.P., dated April 21, 2001, filed for record April 24, 2001 at 8:34 am., recorded in Deed Book 30261, Page 56, aforesaid Records; as amended by Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV by Jamestown Land Investors IV, L.P., CEC Entertainment, Inc., a Kansas corporation, and ROLTA International, Inc., dated July 25, 2001, filed for record July 26, 2001 at 9:32 a.m., recorded in Deed Book 30747, Page 353, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

(l) Lease as evidenced by Memorandum of Lease by and between CNL Net Lease Funding 2003, LLC, a Delaware limited liability company, and Metro Corral Partners, LLC, a Florida limited liability company, dated May 25, 2004, filed for record May 26, 2004 at 1:48 p.m., recorded in Deed Book 37656, Page 214, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

Note: The following affect the leasehold interest only:

(i) Leasehold Deed to Secure Debt, Assignment of Leases and Rents and Fixture Filing from Metro Corral Partners, LLC, a Florida limited liability company, to Bank of America, N.A., a national banking association, dated May 25, 2004, filed for record May 26, 2004 at 2:05 p.m., recorded in Deed Book 37656, Page 297, aforesaid Records;

(ii) UM-1 Financing Statement having Metro Corral Partners, LLC, as Debtor and Bank of America, N.A., as administrative agent, as Secured Party, filed for record May 26, 2004 at 2:05 p.m., recorded in Deed Book 37656, Page 329, aforesaid Records.

(m) In addition to the matters set forth above, Final Subdivision Plat for Northpoint Commons, filed for record May 18, 2001 at 10:26 a.m., recorded in Plat Book 219, Pages 134-137, aforesaid Records, discloses the following:

(i) 65' front building setback line located along North Point Parkway; SHOWN HEREON
(ii) 35' front building setback line located along North Point Drive; SHOWN HEREON
(iii) 20' side building setback lines located along the westerly and northerly boundary lines of the subject property; SHOWN HEREON
(iv) 20' sanitary sewer easement located in the northwesterly corner of the subject property; PLOTTED HEREON
(v) power pad located in the northwesterly corner of the subject property; SHOWN HEREON
(vi) power pads located along the easterly boundary line of the subject property; SHOWN HEREON
(vii) water vault located in the westerly portion of the subject property; SHOWN HEREON
(viii) 20' emergency drainage easement located in the southwesterly portion of the subject property; PLOTTED HEREON
(ix) gas meter located in the northwesterly portion of the subject property; SHOWN HEREON
(x) fire hydrant located in the westerly portion of the subject property; SHOWN HEREON
(xi) telephone pedestal located in the westerly portion of the subject property; SHOWN HEREON
(xii) buried gas line sign located in the westerly portion of the subject property, indicating presence of underground gas line; SHOWN HEREON
(xiii) water valve located in the southwesterly portion of the subject property. SHOWN HEREON

DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 797 and 808 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin at the east end of the mitered intersection of the northeast margin of the right-of-way of North Point Drive (right-of-way width varies) and the northwest margin of the right-of-way of North Point Parkway (right-of-way width varies); thence northwesterly along said mitered intersection N 68°58'04" W a distance of 83.33 feet to a point marked by an iron pin, being the west end of said miter; thence along the northeast margin of the right-of-way of North Point Drive N 27°59'04" W a distance of 27.08 feet to a point; thence northwesterly along the northeast margin of the right-of-way of North Point Drive and being a curve to the left a distance of 153.97 feet to a point marked by an iron pin (said curve being subtended by a chord having a bearing of N 38°55'20" W, a chord distance of 153.01 feet and a radius of 397.82 feet); thence N 39°59'25" E a distance of 65.86 feet to a point marked by an iron pin; thence N 50°00'35" W a distance of 30.37 feet to a point marked by an iron pin; thence N 04°32'23" E a distance of 146.27 feet to a point marked by an iron pin; thence S 85°27'37" E a distance at 183.24 feet to a point marked by an iron pin; thence S 64°26'51" E a distance of 213.52 feet to a point located on the northwest margin of the right-of-way of North Point Parkway; thence along the northwest margin of right-of-way of North Point Parkway S 25° 33'09" W a distance of 43.32 feet to a point; thence southwesterly along the northwest margin of right-of-way of North Point Parkway and being a curve to the right a distance of 318.31 feet to the POINT OF BEGINNING (said curve being subtended by a chord having a bearing of S 39°33'20" W, a chord distance of 315.15 feet and a radius of 651.20 feet); said tract of land containing 2.317 acres more or less, and being shown and delineated on that certain ALTA/ACSM Land Title Survey for Winston's G.C. No. 1, Inc. & Chicago Title Insurance Company, dated June 4, 2001, revised June 11, 2001, prepared by James C. Jones, G.R.L.S. No. 2298, of Rochester & Associates, Inc., which survey is incorporated herein by reference thereto.

TOGETHER WITH all appurtenant easements benefiting the above-referenced property as set forth in Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV, dated April 21, 2001, filed April 24, 2001, and recorded at Deed Book 30261, page 56, Fulton County, Georgia Records, as thereafter amended by Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons Phase IV, dated July 25, 2001, filed July 26, 2001, and recorded at Deed Book 30747, page 353, aforesaid records.

TOGETHER WITH all appurtenant easements benefiting the above-referenced property as set forth in Reciprocal Easement Agreement by Jamestown Land Investors IV, L.P., a Georgia limited partnership, dated February 7, 2001, filed February 7, 2001, recorded at Deed Book 29950, page 53, Fulton County, Georgia Records, as thereafter amended by Corrective Reciprocal Easement Agreement; dated February 8, 2001, filed February 8, 2001, and recorded at Deed Book 29953, page 578, aforesaid records.

⚠ Property surveyed and shown hereon is the same property as described in title commitment number 1172.266, dated August 24, 2004, prepared by Lawyers Title Insurance Corporation.

MISCELLANEOUS NOTES AND SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH POINT DRIVE BEING N 68°58'04" W, AS PER THE LEGAL DESCRIPTION.
2. THE FIELD DATA UPON WHICH THIS SKETCH OF SURVEY IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 81,273 FEET AND AN ANGLE ERROR OF 00 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS SKETCH OF SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 120,802 FEET. TYPE OF EQUIPMENT USED: TOPCON GTS 301.
3. ALL UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE. ANY UTILITIES NOT SHOWN ARE LACKING SURFACE EVIDENCE TO MAKE A DETERMINATION OF LOCATION IN THE FIELD.
4. THE SOUTHWESTERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH POINT DRIVE AND THE SOUTHEASTERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH POINT PARKWAY.
5. THE ORIGINAL DRAWING FROM WHICH THIS COPY WAS MADE IS AT THE SCALE SHOWN HEREON, HOWEVER IN THE PROCESS OF REPRODUCTION, THIS SCALE MAY BE SLIGHTLY REDUCED, ENLARGED, OR OTHERWISE DISTORTED FROM ITS ORIGINAL SCALE.
6. ALL UTILITIES APPEAR TO ENTER THE SUBJECT PROPERTY VIA A PUBLIC RIGHT OF WAY.
7. SUBJECT PROPERTY APPEARS TO DRAIN INTO A PUBLIC RIGHT OF WAY.

FLOOD ZONE:

AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 13121C 0066 E, DATED JUNE 22, 1998, THE SUBJECT PROPERTY LIES IN ZONE "X", BY SCALE LOCATION ONLY.

LAND AREA:

THE LAND AREA IS 100,935 SQUARE FEET OR 2.317 ACRES.

SOURCE OF ZONING DATA:

THE CITY OF ALPHARETTA, GEORGIA ZONING DEPARTMENT
PHONE: (678) 297-6000

⚠ ZONING:

THE CURRENT ZONING IS O-I (OFFICE INSTITUTIONAL) AND CUP (COMMUNITY UNIT PLAN).
THE CURRENT ZONING ALLOWS FOR THE CURRENT USE AS A RESTAURANT.

BUILDING SETBACK REQUIREMENTS:

FRONT	65 FEET FROM R/W OF NORTH POINT PARKWAY
FRONT	35 FEET FROM R/W OF NORTH POINT DRIVE
SIDE	20 FEET
REAR	15 FEET

BUILDING HEIGHT RESTRICTION:

45 FEET

PARKING SPACE TABLE:

REGULAR PARKING SPACES:	134
HANDICAP PARKING SPACES:	6
TOTAL:	140

⚠ PARKING SPACE REQUIREMENTS:

1 PARKING SPACE FOR EACH 100 SQ. FT. OF GROSS FLOOR AREA.

Because there may be a need for interpretation of the applicable zoning codes, we refer you to the City of Alpharetta, Georgia and the applicable zoning codes.

BUILDING AREA:

EXTERIOR FOOT PRINT AT GROUND FLOOR IS 12,011 SQUARE FEET.

ACCESS NOTE:

ACCESS TO THE SUBJECT PROPERTY IS BY PUBLIC RIGHTS OF WAY OF NORTH POINT DRIVE AND NORTH POINT PARKWAY.

ENCROACHMENTS:

THERE ARE NO APPARENT ENCROACHMENTS.

CERTIFICATION:

⚠ The undersigned hereby certifies to General Electric Capital Assurance Company; Lawyers Title Insurance Corporation; and Milkathy Corp.

as of November 11, 2004 that this survey was actually made upon the ground; that it and the other information, courses and distances shown thereon are accurate; that the title lines and lines of actual possession are the same; that the Property description "closes" by engineering calculation; that this survey correctly shows the size, location and type of all buildings, structures and other improvements on the Property and all are within the boundary lines and applicable set-back lines (whether established by subdivision plat, recorded restrictions or applicable zoning or building codes) affecting the Property; that there are no easements, rights of way or uses affecting the Property known to the undersigned or appearing from a careful physical inspection of the same, other than those shown thereon; that other than as shown thereon, there are no party walls with or encroachments upon adjoining premises, streets or alleys by any of said buildings, structures or other improvements; or encroachments upon or party walls with the Property by any building, structure or other improvement situated upon any adjoining premises; that all public streets necessary for access to the Property have been completed and there is direct access between such streets and the Property; that the Property comprises 100,935 square feet; that the Property lies within a minimal flood hazard area and is within an area designated as Flood Zone "X" shown on U.S. Department of H.U.D. Flood Insurance Boundary Map No. 13121C 0066E or special flood hazard map published by the Federal Emergency Management Agency; and that the street address of the Property is 915 Northpoint Drive, Alpharetta, GA. This survey was made in accordance with the "Minimum Standard Detail Requirements and Classifications for Land Title Surveys" jointly established by ALTA and ACSM in 1999 and includes, items 1-4, 6, 7(a)-(c), 8-10, 11(a) and 13-16 of Table A thereof and meets the accuracy requirements of an Urban Survey, as defined therein.

DATE: NOVEMBER 11, 2004

WILLIAM B. THOMPSON
REGISTERED LAND SURVEYOR
NO. 2027
STATE OF GEORGIA

WILLIAM B. THOMPSON CERTIFICATE No. 2027 STATE OF GEORGIA REGISTERED LAND SURVEYOR

THOMPSON & ASSOCIATES
LAND SURVEYING, INC.
State of Georgia Corp. License No. 641
300 SW Rutledge Street P.O. Box 1090
Madison, FL 32340
850-973-6188 800-882-8398 Fax: 850-973-6931

FB – See folder	DWG file: 04-062.dwg Calc File: 04-062 (CVP)
Land Lots 797 and 808, 1st District, 2nd Section, Fulton Co., GA	
Drawn by: WDW	B-2 by: WDW, MOC & CDG Job Order No: 04-062
Field work completed: November 11, 2004	

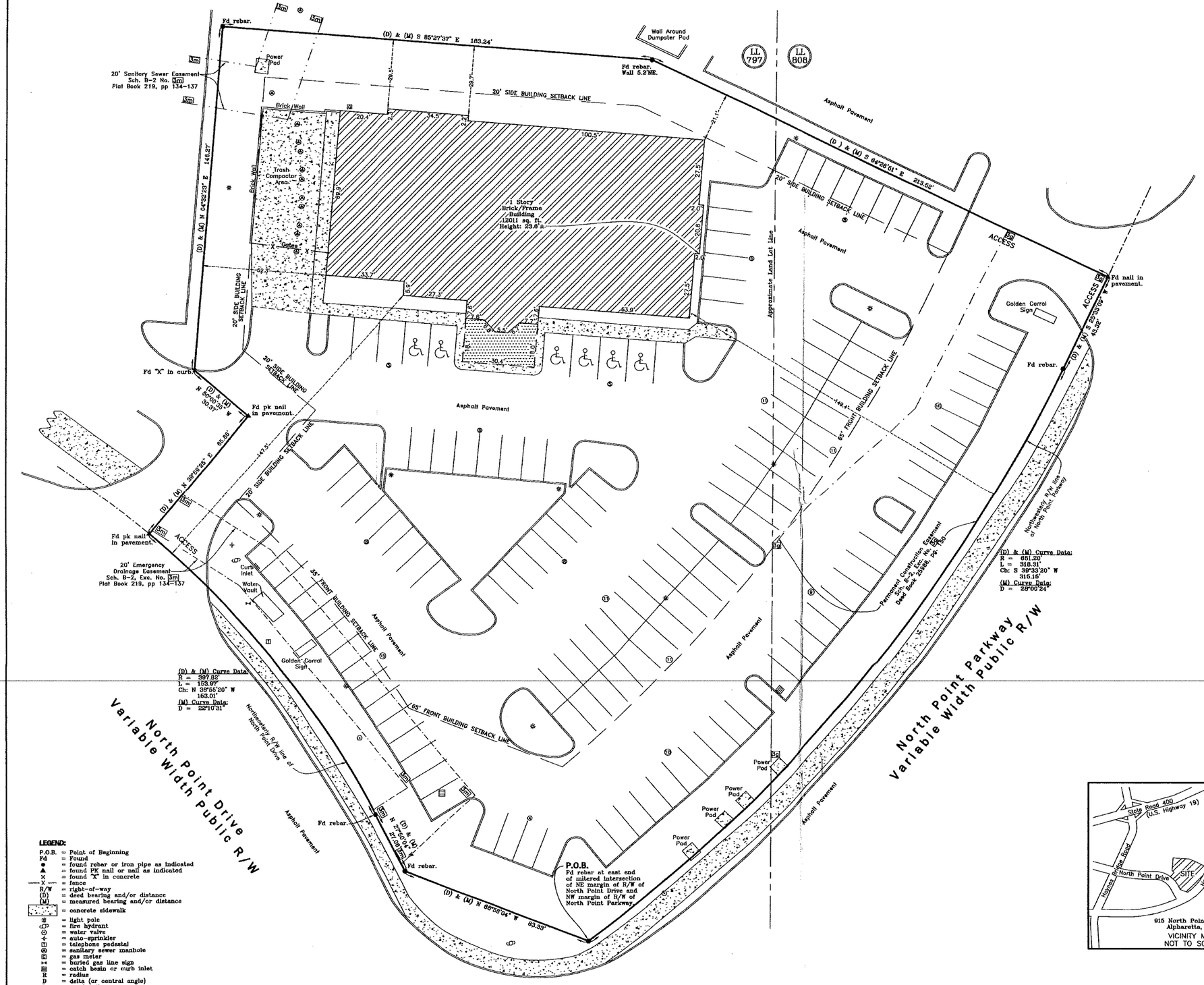
"ALTA/ACSM LAND TITLE SURVEY"

MARK	DATE	REVISION	BY	APV'D
⚠	12/20/04	Revise per comments and per zoning letter.	CDG	WBT

MILKATHY CORP.

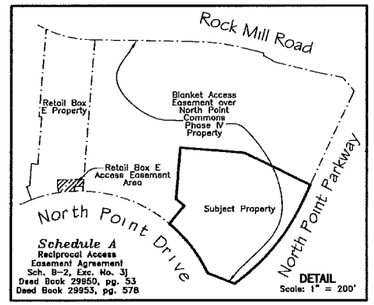
915 North Point Drive
Alpharetta, Georgia
(Golden Corral)

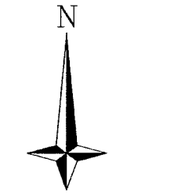
SCALE: 1" = 20'	CHKD. / APV'D: CDG
DATE: November 11, 2004	APPROVED: WBT
DWN. BY: WDW	UNIT NO.: 11
CHKD. BY: CDG	



LEGEND:

P.O.B.	= Point of Beginning
Fd	= Found
●	= found rebar or iron pipe as indicated
▲	= found PK nail or nail as indicated
X	= found "X" in concrete
— x —	= fence
R/W	= right-of-way
(D)	= deed bearing and/or distance
(M)	= measured bearing and/or distance
	= concrete sidewalk
✻	= light pole
	= fire hydrant
	= water valve
	= auto-sprinkler
	= telephone pedestal
	= sanitary sewer manhole
	= gas meter
	= buried gas line sign
	= catch basin or curb inlet
R	= radius
D	= delta (or central angle)
L	= arc length
Ch:	= chord bearing and/or distance





THOMPSON & ASSOCIATES
LAND SURVEYING, INC.
300 SW Rutledge Street P.O. Box 1090
Madison, FL 32340
850-973-8186 800-882-8398 Fax: 850-973-6931

State of Georgia Corp. License No. 641

FB – See folder | DWG file: 04-062.dwg | Calc File: 04-062 (CVP)

Land Lots 797 and 808, 1st District, 2nd Section, Fulton Co., GA

Drawn by: WDW | B-2 by: WDW, MOC & CDG | Job Order No: 04-062

Field work completed: November 11, 2004

"ALTA/ACSM LAND TITLE SURVEY"

MARK	DATE	REVISION	BY	APVD
1	12/20/04	Revise per comments.	CDG	WBT

MILKATHY CORP.

915 North Point Drive
Alpharetta, Georgia
(Golden Corral)

SCALE: 1" = 20'	CHKD. / APVD: CDG
DATE: November 11, 2004	APPROVED: WBT
DWN. BY: WDW	UNIT NO.: 11
CHKD. BY: CDG	

Sheet 2 of 2

LN: 25475

Letter of Intent and Criteria Analysis

City of Alpharetta

Master Plan Amendment Application

Applicant:
Celebree School
c/o Dillard Sellers

Property:
915 North Point Drive
Alpharetta, Georgia 30005

Parcel ID: 12 286007970346

Submitted for Applicant by:

Julie L. Sellers
DILLARD SELLERS, LLC
1776 Peachtree Street, Suite 415-S
Atlanta, Georgia 30309
(404) 665-1242
jsellers@dillardsellers.com

Introduction/Request

Applicant, Celebree School, seeks approval of a Master Plan Amendment to allow an Early Childhood Education/Day Care as a primary permitted use within the North Point Common Master Plan, Pod C. Celebree School has been providing day care and early learning for families since 1994. After years of successful locations in Maryland and Delaware, Celebree began expanding into additional states. During the last year, Celebree considered many options for its first Georgia location and selected 915 North Point Drive, Alpharetta (the "Property").

Subject Property/History

The Property is approximately 2.3 acres located at the corner of North Point Drive and North Point Parkway. The building is vacant and was the site of a Golden Corral restaurant in the past. The Property is zoned O-I and CUP, located within the North Point Overlay and is included in Pod C of the North Point Commons Master Plan. In 1998, the City approved conditions for the North Point Commons Master Plan which includes day care use as an accessory use (max 25% of the structure) for the Property. This application requests modification of the Master Plan regulations to allow the day care use as a primary use within Pod C for this Property. Day care center is allowed as a conditional use in the CUP zoning district and a conditional principal use in the O-I zoning district.

Approval of this request is consistent with many goals and objectives stated in the Horizon 2040 Comprehensive Plan, including a focus on education, support for employment centers by providing quality and much needed childcare, improving the aesthetics of the Property, and infilling a vacant space with compatible use for the mixed-use vision for the area.

Celebree School - Day care use

The Property would serve as the first location for Celebree School in Georgia. The company is expanding and opening new corporate owned locations in the Southeast. The hours of operation are Monday through Friday 6:30 a.m. until 6:30 p.m. The school is closed on the weekends.

The Alpharetta location would provide service for infants through Pre-K and an option for before and after school care. Celebree School will be licensed by the State of Georgia and will comply with the requirements regarding class size and staffing. We anticipate approximately 22 staff would be employed at this location. Although the interior design and specific class placements have not been finalized, we have included a layout to show a typical interior for Celebree School's locations.

Property Modifications/ Enhancements

Building: The adaptive reuse of the building involves aesthetic upgrades to the exterior, addition of a playground, and interior renovations. There is no change to the building footprint or impervious coverage. As shown below, the playground will be installed in the parking lot area to

the right of the building. A 6-foot privacy fence will screen the play equipment from visibility. For safety purposes, bollards will be installed on the exterior of the fence with landscape planters to provide additional visual enhancement.





Parking: Due to the young age of the Celebree students, the school does not utilize a drop-off system. Instead, parents park and walk children into the building. As such, no stacking for drop off is needed. The overall parking spaces at the Property are being reduced from 140 to 108. Finally, the daily trips to the Property for the day care use is lower than the prior restaurant use.

Signage and Exterior: Celebree plans to provide cosmetic enhancements to the exterior of the building with a new shingle roof, stone placement, and painting with neutral colors as shown in the submitted plans. The existing signage for Golden Corral (1 building sign and 1 monument signs) will be refaced with the Celebree School signage. The building sign is blue and green with LED internally illuminated letters.

Planning Commission Review Criteria

1. How will this proposal be compatible with surrounding properties?

Approval of this application is compatible with surrounding commercial properties and will add a new service (daycare/education) to benefit area employees and residents. The accessory use of property for a daycare is already authorized in the North Point Commons Master Plan conditions. The area includes several businesses and residential uses and the addition of a day care is compatible.

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

The approval of this application will have no negative impact on the use or value of the surrounding properties. In fact, the addition of the use and the enhancements to the Property could have a positive impact on both value and use.

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

The current zoning of the Property is split between CUP and OI. Both districts allow the daycare use, the North Point Commons Master Plan limits the daycare use to accessory uses of no more than 25%. Because of the limitation in the Master Plan, approval of this application is requested. The Property has been vacant since April 2020 which suggests a lack of other viable economic uses of the Property. The use as a day care facility is a positive alternative to the current state of the Property.

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

The change in use from a restaurant to a daycare reduces the amount of traffic generated by the Property.

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

The use would have no impact to schools and likely lower impact on utilities than the previous restaurant use.

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

The application does not request a rezoning to a different zoning district and is consistent with the Future Land Use Map designation of Corporate Office. Several of the goals and objectives in the Comprehensive Plan will be positively impacted by approval of this application, including filling vacant retail buildings, education, and improved aesthetics.

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

Yes, a new, quality day care/ early childhood education location will provide a benefit to both residents and employees in the North Point area. Employers will also benefit from recruiting and retention with accessible day care in close proximity to offices and places of

employment. The aesthetic enhancements will also improve the surrounding community. The fact that the Property has been vacant for 3 years also supports approval of this application.

Conclusion

For the foregoing reasons, Celebree School respectfully requests approval of this Master Plan Amendment. The Applicant's required constitutional and ante litem notice is attached hereto at Exhibit "A".

If there are any questions about this request, please do not hesitate to contact me at 404-665-1242 or jsellers@dillardsellers.com

Sincerely,

DILLARD SELLERS



Julie L. Sellers
R. Baxter Russell
Attorneys for the Applicant

Exhibit A
REQUIRED CONSITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of the City of Alpharetta require the Applicant to raise Federal and State constitutional objections during the public hearing process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Alpharetta Unified Development Code ("UDC"), facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and 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.

The application of the UDC, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by Alpharetta to grant the application as requested would constitute a taking of the Applicant's property. Because of this unconstitutional taking, Alpharetta would be required to pay just compensation to the Applicant.

A denial of this application would constitute an arbitrary and capricious act by Alpharetta without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and 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. A refusal to grant the requested rezoning and other concurrent requests would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by Alpharetta to grant the Master Plan Amendment and other concurrent requests for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the

Applicant and owners of the 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. Any approval of the requests subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A denial of this application would be unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to approve the rezoning and other applications as requested by the Applicant. If action is not taken by the City to approve the rezoning application within a reasonable time, a claim will be filed in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Property, inverse condemnation, diminution of value of the Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

CONCEPTUAL PLANS FOR

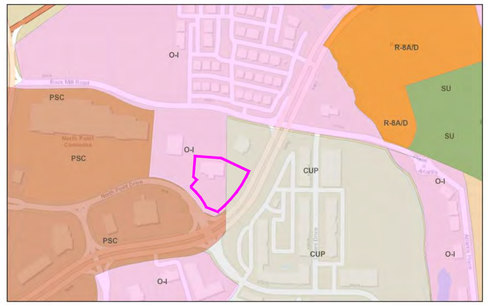
915 NORTH POINT PKY

915 NORTH POINT PKY., ALPHARETTA, GA 30022
PARCEL(S) ID: 12 286007970346

PREPARED FOR:

CELEBREE CORPORATE

23010746 Zoning Map



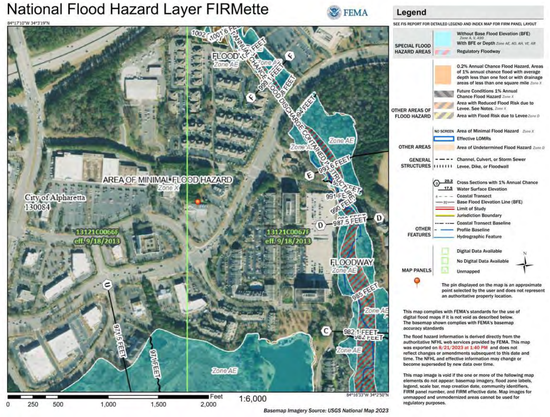
August 21, 2023

1:4,514
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km

City of Alpharetta, City of Roswell, City of Milton, City of Johns Creek, City of Sandy Springs, and Forsyth County, City of Alpharetta, City of Alpharetta

City of Alpharetta Georgia
copyright 2017

National Flood Hazard Layer FIRMette

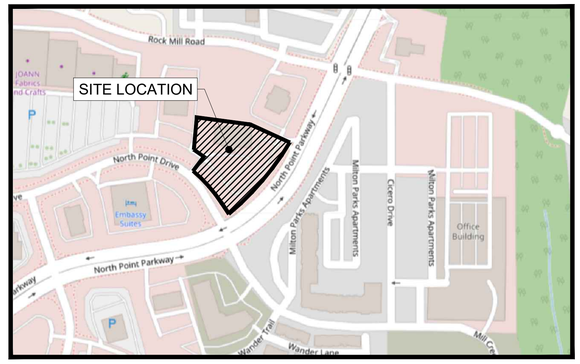




AREA MAP

IMAGE WAS IMPORTED FROM ROCHESTER & ASSOC.

100 0 100 200
SCALE : 1" = 100'



SITE LOCATION MAP

NOT TO SCALE

GENERAL INFORMATION:

1. PARCEL ID: 12 286007970346
2. ADDRESS: 915 NORTH POINT PKY, ALPHARETTA, GA 30022
3. ZONING: THE CURRENT ZONING IS O-I (OFFICE INSTITUTIONAL) AND CUP (COMMUNITY UNIT PLAN).
4. SITE AREA: THE LAND AREA IS 100,935 SQUARE FEET (2.317 ACRES).
5. OWNER:
   MILKATHY CORP
   1069 W MORSE BLVD
   WINTERPARK, FL 32789
6. CLIENT/DEVELOPER:
   CELEBREE CORPORATE
   1306 BELLONA AVE.
   LUTHERVILLE, MD 21093
7. THE SUBJECT PROPERTY IS PRESENTLY DEVELOPED WITH A RESTAURANT FACILITY.
8. ZONING INFORMATION IS TAKEN FROM THE CITY OF ALPHARETTA, GA ZONING ORDINANCE DATED AUGUST 2023.
9. THE PURPOSE OF THIS PLAN IS TO SHOW A CONCEPTUAL LAYOUT TO CONVERT AN EXISTING BUILDING INTO A DAYCARE FACILITY AND CONVERT A PART OF EXISTING PARKING AREA INTO A PLAY AREA.
10. THIS IS A CONCEPT PLAN ONLY AND THEREFORE IS NOT A SURVEY OR SITE PLAN. THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION AND IS ONLY VALID FOR PLANNING DISCUSSIONS. DO NOT SCALE DRAWINGS AS THEY PERTAIN TO ADJACENT OR SURROUNDING BUILDINGS, STRUCTURES, ETC.; THEY ARE SCHEMATIC ONLY.
11. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS TAKEN FROM PLANS OF RECORD, GOOGLE EARTH AND CITY OF ALPHARETTA GIS.
12. UNLESS SPECIFICALLY NOTED OTHERWISE HEREON, THIS IS NOT A SURVEY AND NO SURVEY WORK HAS BEEN DONE.
13. THIS PLAN SET IS NOT DEPICTING ENVIRONMENTAL CONDITIONS OR A CERTIFICATION/WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ENVIRONMENTALLY IMPACTED SITE CONDITIONS. COLLIERS ENGINEERING & DESIGN HAS PERFORMED NO EXPLORATORY OR TESTING SERVICES, INTERPRETATIONS, CONCLUSIONS OR OTHER SITE ENVIRONMENTAL SERVICES RELATED TO THE DETERMINATION OF THE POTENTIAL FOR CHEMICAL, TOXIC, RADIOACTIVE OR OTHER TYPE OF CONTAMINANTS AFFECTING THE PROPERTY AND THE UNDERSIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OF SAME SHOULD ENVIRONMENTAL CONTAMINATION OR WASTE BE DISCOVERED. THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

WETLAND NOTES:

1. NO WETLAND OR STATE WATERS DELINEATION HAS BEEN DONE.

FLOOD HAZARD NOTES:

1. BY GRAPHIC PRESENTATION ONLY THIS PROPERTY IS LOCATED IN FLOOD "ZONE X" AS SHOWN ON FLOOD INSURANCE MAPS. COMMUNITY PANEL NO. 13121C0067F & 13121C0066F WHICH HAS AN EFFECTIVE DATE OF 9/18/2013. FIELD SURVEYING WAS NOT PERFORMED TO DETERMINE THIS ZONE.

PLAN REFERENCE:

1. SURVEY DONE BY "THOMPSON & ASSOCIATES LAND SURVEYING, INC." DATED NOVEMBER 11, 2004 WITH REVISION (1) DATED 12/20/2004 AND APPROVED BY "WBT" .

	REQUIRED	EXISTING	PROPOSED
ZONING:	**O-I & CUP**	**O-I & CUP**	**O-I & CUP**
PRINCIPAL BUILDING REQUIREMENTS			
MIN. FRONT SETBACK (NORTH POINT PKY)	*MIN= 10'-0" / MAX= 60'	65'-0"	65'-0"
MIN. FRONT SETBACK (NORTH PONT DR)	*MIN= 0'-0" / MAX= 10'	35'-0"	35'-0"
MIN. SIDE SETBACK	*15'-0"	20'-0"	20'-0"
MIN. REAR SETBACK	*15'-0"	15'-0"	15'-0"
MAX. BLDG HEIGHT (FEET)	45'-0"	±23.60 FT	±23.60 FT
MAX. IMPERVIOUS COVERAGE	40%	40%	40%
PROPOSED BUILDING			
BUILDING AREA		12,011 S.F.	12,011 S.F.
PLAY AREA		-	7,250 S.F.
PARKING PROVIDED			
PASSENGER VEHICLES (9' X 19')	31 (1 PARKING/400 S.FT.)	134	103
ADA PARKING	2	6	6
TOTAL	33	140	109

* THE MASTER PLAN CONTROLS OVER ZONING, SO USE THE SIDE AND REAR SETBACKS FROM NORTH POINT COMMONS MASTER PLAN POD C. THE NORTH POINT OVERLAY CONTROLS OVER MASTER PLAN AS IT RELATES TO SETBACK ALONG THE ROAD (FRONT), SO MIN. 10', MAX. 60' ALONG NORTH POINT PKWY AND MIN. 0', MAX. 10' ON NORTH POINT DRIVE.

PROJECT CONTACTS:

ENGINEER
COMPANY: COLLIERS ENGINEERING & DESIGN
ADDRESS: 1305 MALL OF GEORGIA BLVD, SUITE 120
BUFORD, GA 30519
NAME: TOM TRUE, PE, LS
EMAIL: tom.true@collierseng.com
PHONE: (678) 889-8348

ARCHITECT
COMPANY: WESTON BLANEY AIA, LEED, AP BD+C
JAM-ARCH
ADDRESS: 373 US HWY 46, BLDG 3
SUITE 420
FAIRFIELD, NJ 07004-2442
EMAIL: wblaney@jam-arch.com
PHONE: (973) 291-3730, X106

ATTORNEY
COMPANY: JULIE SELLERS, ESQ.
DILLARD SELLERS ATTORNEY AT LAW
ADDRESS: 1776 PEACHTREE STREET, NW
SUITE 415-SOUTH
ATLANTA, GA 30309
EMAIL: jsellers@dillardsellers.com
PHONE: (404) 655-1242

CITY OF ALPHARETTA PUBLIC WORKS
NAME: PETE SEWWCZWICS
ADDRESS: 2 PARK PLAZA
ALPHARETTA, GA 30009
EMAIL: psewczwics@alpharetta.ga.us
PHONE: (678) 297-6200

CITY OF ALPHARETTA PLANNING AND ZONING
NAME: BRIAN BORDEN
ADDRESS: 2 PARK PLAZA
ALPHARETTA, GA 30009
EMAIL: bborden@alpharetta.ga.us
PHONE: (678) 297-6076

FULTON COUNTY WATER
NAME: JOSH VAN HORN
ADDRESS: 141 PRYOR ST. SW
ATLANTA, GA 30303
EMAIL: josh.vanhorn@fultoncountyga.gov
PHONE: (404) 612-4217

FULTON COUNTY SEWER
NAME: ROY BARNES
ADDRESS: 141 PRYOR ST. SW
ATLANTA, GA 30303
EMAIL: roy.barnes@fultoncountyga.gov
PHONE: (404) 612-6317

INDEX OF SHEETS

SHT. No.	DESCRIPTION
C-001	COVER SHEET
C-002	SURVEY PLAN (1 OF 2)
C-003	SURVEY PLAN (2 OF 2)
C-004	EXISTING CONDITIONS PLAN
C-005	OVERALL CONCEPT PLAN

REQUIRED APPROVALS

DESCRIPTION	PERMIT #	APPROVAL DATE	EXPIRATION

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE040186 THOMAS N. TRUE

Digitally signed by Thomas N. True
Date: 2023.08.29 16:09:26-04'00'

TOM TRUE
GEORGIA REGISTERED PROFESSIONAL ENGINEER
LICENSE NUMBER: PE40186
COLLIERS ENGINEERING & DESIGN, INC.
G.A. License #: PEF006209

PRELMINARY PLAN
FOR
CELEBREE CORPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

Colliers Engineering & Design
ATLANTA
1305 Mall of Georgia Blvd, Suite 120
Buford, GA 30519
Phone: 678.288.4491
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/21/2023	WE	KJ

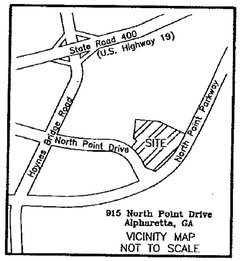
PROJECT NUMBER: 23010746
DRAWING NAME: C-CNPT

SHEET TITLE: COVER SHEET

SHEET NUMBER: C-001

2023\23010746\Engineering\Concept\C-CNPT.dwg|SHEET 1 OF 5 By: WAEL ESHAAK

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



VICINITY MAP
NOT TO SCALE

⚠ LAWYERS TITLE INSURANCE CORPORATION COMMITMENT NO. 1172.266, DATED AUGUST 24, 2004. SCHEDULE B – SECTION 2, EXCEPTIONS PERTAINING TO THIS SURVEY

3. Special Exceptions:

(c) Easement from E.D. Thomas to Georgia Power Company, dated July 14, 1936, filed for record July 25, 1936 at 1:32 p.m., recorded in Deed Book 1580, Page 541, Records of Fulton County, Georgia. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(d) Right-of-Way Easement from John A. Wayt, Jr. to Sawnee Electric Membership Corporation, dated May 24, 1966, filed for record June 11, 1966 at 8:57 a.m., recorded in Deed Book 4598, Page 165, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(e) Right-of-Way Easement from John A. Wayt, Jr. to Sawnee Electric Membership Corporation, dated April 21, 1967, filed for record April 28,1967 at 8:26 a.m., recorded in Deed Book 4727, Page 320, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(f) Easement from Dillard Munford, Jr. to Georgia Power Company, dated March 8, 1976, filed for record August 18, 1977 at 1:08 p.m., recorded in Deed Book 6770, Page 388, aforesaid Records. INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT TO DETERMINE AFFECT ON SUBJECT PROPERTY.

(g) Easement contained in Right-of-Way Donation Deed from United States Trust Company of Florida, N.A., successor co-trustee of the trust, along with Katharine H. Macielan, of the Trust of Anne M. Munford, to Fulton County, dated November 4, 1998, filed for record December 31, 1998 at 8:30 a.m., recorded in Deed Book 25988, Page 150, aforesaid Records. PLOTTED HEREON

(h) Declaration of Restrictions by Jamestown Land Investors IV, LP., a Georgia limited partnership, dated May 7, 1999, filed for record May 11, 1999 at 2:14 p.m., recorded in Deed Book 26591, Page 206, aforesaid Records; as amended by Amendment No. 1 to Declaration of Restrictions by Jamestown Land Investors IV, L.P., a Georgia limited partnership, dated November 12, 1999, filed for record November 12, 1999 at 12:19 p.m., recorded in Deed Book 27983, Page 16, aforesaid Records; as further amended by Second Amendment to Declaration of Restrictions by Jamestown Land Investors IV, L.P., a Georgia limited partnership, and City of Alpharetta, dated December 18, 2000, filed for record March 6, 2001 at 12:29 p.m., recorded in Deed Book 30043, Page 408, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

(i) Right-of-Way Easement from Jamestown Land Investors IV, LP to Sawnee Electric Membership Corporation, dated May 31, 1999, filed for record June 3, 1999 at 4:31 p.m., recorded in Deed Book 26802, Page 289, aforesaid Records. AFFECTS SUBJECT PROPERTY, HOWEVER, INSUFFICIENT INFORMATION CONTAINED IN DOCUMENT, THEREFORE EASEMENT CANNOT BE PLOTTED.

(j) Reciprocal Access Easement Agreement by Jamestown Land Investors IV, L.P., dated February 7, 2001, filed for record February 7, 2001 at 3:19 p.m., recorded in Deed Book 29950, Page 53, aforesaid Records; as corrected by Corrective Reciprocal Access Easement Agreement by Jamestown Land Investors IV, L.P., dated February 8, 2001, filed for record February 8, 2001 at 3:01 p.m., recorded in Deed Book 29953, Page 578, aforesaid Records. BLANKET IN NATURE AFFECTING PROPERTIES AS PLOTTED HEREON (SEE DETAIL).

(k) Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV by Jamestown Land Investors IV, L.P., dated April 21, 2001, filed for record April 24, 2001 at 8:34 an., recorded in Deed Rook 30261, Page 56, aforesaid Records; as amended by Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV by Jamestown Land Investors IV, L.P., CEC Entertainment, Inc., a Kansas corporation, and ROLTA International, Inc., dated July 25, 2001, filed for record July 26, 2001 at 9:32 a.m., recorded in Deed Book 30747, Page 353, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

(l) Lease as evidenced by Memorandum of Lease by and between CNL Net Lease Funding 2003, LLC, a Delaware limited liability company, and Metro Corral Partners, LLC, a Florida limited liability company, dated May 25, 2004, filed for record May 26, 2004 at 1:48 p.m., recorded in Deed Rook 37656, Page 214, aforesaid Records. BLANKET IN NATURE AFFECTING ENTIRE SUBJECT PROPERTY & CANNOT BE PLOTTED.

Note: The following affect the leasehold interest only:

(i) Leasehold Deed to Secure Debt, Assignment of Leases and Rents and Fixture Filing from Metro Corral Partners, LLC, a Florida limited liability company, to Bank of America, N.A., a national banking association, dated May 25, 2004, filed for record May 26, 2004 at 2:05 p.m., recorded in Deed Book 37656, Page 297, aforesaid Records;

(ii) UM-1 Financing Statement having Metro Corral Partners, LLC, as Debtor and Bank of America, N.A., as administrative agent, as Secured Party, filed for record May 26, 2004 at 2:05 p.m., recorded in Deed Book 37656, Page 329, aforesaid Records.

(m) In addition to the matters set forth above, Final Subdivision Plat for Northpoint Commons, filed for record May 18, 2001 at 10:26 a.m., recorded in Plat Book 219, Pages 134-137, aforesaid Records, discloses the following:

(i) 65' front building setback line located along North Point Parkway; SHOWN HEREON
(ii) 35' front building setback line located along North Point Drive; SHOWN HEREON
(iii) 20' side building setback lines located along the westerly and northerly boundary lines of the subject property; SHOWN HEREON
(iv) 20' sanitary sewer easement located in the northwesterly corner of the subject property; PLOTTED HEREON
(v) power pad located in the northwesterly corner of the subject property; SHOWN HEREON
(vi) power pads located along the easterly boundary line of the subject property; SHOWN HEREON
(vii) water vault located in the westerly portion of the subject property; SHOWN HEREON
(viii) 20' emergency drainage easement located in the southwesterly portion of the subject property; PLOTTED HEREON
(ix) gas meter located in the northwesterly portion of the subject property; SHOWN HEREON
(x) fire hydrant located in the westerly portion of the subject property; SHOWN HEREON
(xi) telephone pedestal located in the westerly portion of the subject property; SHOWN HEREON
(xii) buried gas line sign located in the westerly portion of the subject property, indicating presence of underground gas line; SHOWN HEREON
(xiii) water valve located in the southwesterly portion of the subject property. SHOWN HEREON

DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 797 and 808 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin at the east end of the mitered intersection of the northeast margin of the right-of-way of North Point Drive (right-of-way width varies) and the northwest margin of the right-of-way of North Point Parkway (right-of-way width varies); thence northwesterly along said mitered intersection N 68°58'04" W a distance of 83.33 feet to a point marked by an iron pin, being the west end of said miter; thence along the northeast margin of the right-of-way of North Point Drive N 27°50'04" W a distance of 27.06 feet to a point; thence northwesterly along the northeast margin of the right-of-way of North Point Drive and being a curve to the left a distance of 153.97 feet to a point marked by an iron pin (said curve being subtended by a chord having a bearing of N 38°55'20" W, a chord distance of 153.01 feet and a radius of 397.82 feet); thence N 39°59'25" E a distance of 65.86 feet to a point marked by an iron pin; thence N 50°00'35" W a distance of 30.37 feet to a point marked by an iron pin; thence N 04°32'23" E a distance of 146.27 feet to a point marked by an iron pin; thence S 85°27'37" E a distance of 183.24 feet to a point marked by an iron pin; thence S 64°26'51" E a distance of 213.52 feet to a point located on the northwest margin of the right-of-way of North Point Parkway; thence along the northwest margin of right-of-way of North Point Parkway S 25° 33'09" W a distance of 43.32 feet to a point; thence southwesterly along the northwest margin of right-of-way of North Point Parkway and being a curve to the right a distance of 318.31 feet to the POINT OF BEGINNING (said curve being subtended by a chord having a bearing of S 39°33'20" W, a chord distance of 315.15 feet and a radius of 651.20 feet); said tract of land containing 2.317 acres more or less, and being shown and delineated on that certain ALTA/ACSM Land Title Survey for Winston's G.C. No. 1, Inc. & Chicago Title Insurance Company, dated June 4, 2001, revised June 11, 2001, prepared by James C. Jones, G.R.L.S. No. 2298, of Rochester & Associates, Inc., which survey is incorporated herein by reference thereto.

TOGETHER WITH all appurtenant easements benefiting the above-referenced property as set forth in Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons, Phase IV, dated April 21, 2001, filed April 24, 2001, and recorded at Deed Book 30261, page 56, Fulton County, Georgia Records, as thereafter amended by Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions for North Point Commons Phase IV, dated July 25, 2001, filed July 26, 2001, and recorded at Deed Book 30747, page 353, aforesaid records.

TOGETHER WITH all appurtenant easements benefiting the above-referenced property as set forth in Reciprocal Easement Agreement by Jamestown Land Investors IV, L.P., a Georgia limited partnership, dated February 7, 2001, filed February 7, 2001, recorded at Deed Book 29950, page 53, Fulton County, Georgia Records, as thereafter amended by Corrective Reciprocal Easement Agreement; dated February 8, 2001, filed February 8, 2001, and recorded at Deed Book 29953, page 578, aforesaid records.

⚠ Property surveyed and shown hereon is the same property as described in title commitment number 1172.266, dated August 24, 2004, prepared by Lawyers Title Insurance Corporation.

MISCELLANEOUS NOTES AND SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH POINT DRIVE BEING N 68°58'04" W, AS PER THE LEGAL DESCRIPTION.
2. THE FIELD DATA UPON WHICH THIS SKETCH OF SURVEY IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 81,273 FEET AND AN ANGLE ERROR OF 09 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS SKETCH OF SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 120,902 FEET. TYPE OF EQUIPMENT USED: TOPCON GTS 301
3. ALL UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE. ANY UTILITIES NOT SHOWN ARE LACKING SURFACE EVIDENCE TO MAKE A DETERMINATION OF LOCATION IN THE FIELD.
4. THE SOUTHWESTERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH POINT DRIVE AND THE SOUTHEASTERLY BOUNDARY LINE OF THE SUBJECT PROPERTY IS THE SAME AS THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH POINT PARKWAY.
5. THE ORIGINAL DRAWING FROM WHICH THIS COPY WAS MADE IS AT THE SCALE SHOWN HEREON, HOWEVER IN THE PROCESS OF REPRODUCTION, THIS SCALE MAY BE SLIGHTLY REDUCED, ENLARGED, OR OTHERWISE DISTORTED FROM ITS ORIGINAL SCALE.
6. ALL UTILITIES APPEAR TO ENTER THE SUBJECT PROPERTY VIA A PUBLIC RIGHT OF WAY.
7. SUBJECT PROPERTY APPEARS TO DRAIN INTO A PUBLIC RIGHT OF WAY.

FLOOD ZONE:

AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 13121C 0066 E, DATED JUNE 22, 1998, THE SUBJECT PROPERTY LIES IN ZONE "X", BY SCALE LOCATION ONLY.

LAND AREA:

THE LAND AREA IS 100,935 SQUARE FEET OR 2.317 ACRES.

SOURCE OF ZONING DATA:

THE CITY OF ALPHARETTA, GEORGIA ZONING DEPARTMENT
PHONE: (678) 297-6000

⚠ ZONING:

THE CURRENT ZONING IS O-I (OFFICE INSTITUTIONAL) AND CUP (COMMUNITY UNIT PLAN).
THE CURRENT ZONING ALLOWS FOR THE CURRENT USE AS A RESTAURANT.

BUILDING SETBACK REQUIREMENTS:

FRONT	65 FEET FROM R/W OF NORTH POINT PARKWAY
FRONT	35 FEET FROM R/W OF NORTH POINT DRIVE
SIDE	20 FEET
REAR	15 FEET

BUILDING HEIGHT RESTRICTION:

45 FEET

PARKING SPACE TABLE:

REGULAR PARKING SPACES:	134
HANDICAP PARKING SPACES:	6
TOTAL:	140

⚠ PARKING SPACE REQUIREMENTS:

1 PARKING SPACE FOR EACH 100 SQ. FT. OF GROSS FLOOR AREA.

Because there may be a need for interpretation of the applicable zoning codes, we refer you to the City of Alpharetta, Georgia and the applicable zoning codes.

BUILDING AREA:

EXTERIOR FOOT PRINT AT GROUND FLOOR IS 12,011 SQUARE FEET.

ACCESS NOTE:

ACCESS TO THE SUBJECT PROPERTY IS BY PUBLIC RIGHTS OF WAY OF NORTH POINT DRIVE AND NORTH POINT PARKWAY.

ENCROACHMENTS:

THERE ARE NO APPARENT ENCROACHMENTS.

CERTIFICATION:

⚠ The undersigned hereby certifies to General Electric Capital Assurance Company; Lawyers Title Insurance Corporation; and Milkathy Corp.

as of November 11, 2004 that this survey was actually made upon the ground; that it and the other information, courses and distances shown thereon are accurate; that the title lines and lines of actual possession are the same; that the Property description "closes" by engineering calculation; that this survey correctly shows the size, location and type of all buildings, structures and other improvements on the Property and all are within the boundary lines and applicable set-back lines (whether established by subdivision plat, recorded restrictions or applicable zoning or building codes) affecting the Property; that there are no easements, rights of way or uses affecting the Property known to the undersigned or appearing from a careful physical inspection of the same, other than those shown thereon; that other than as shown thereon, there are no party walls with or encroachments upon adjoining premises, streets or alleys by any of said buildings, structures or other improvements; or encroachments upon or party walls with the Property by any building, structure or other improvement situated upon any adjoining premises; that all public streets necessary for access to the Property have been completed and there is direct access between such streets and the Property; that the Property comprises 100,935 square feet; that the Property lies within a minimal flood hazard area and is within an area designated as Flood Zone "X" shown on U.S. Department of H.U.D. Flood Insurance Boundary Map No. 13121C 0066E or special flood hazard map published by the Federal Emergency Management Agency; and that the street address of the Property is 915 Northpoint Drive, Alpharetta, GA. This survey was made in accordance with the "Minimum Standard Detail Requirements and Classifications for Land Title Surveys" jointly established by ALTA and ACSM in 1999 and includes, items 1-4, 6, 7(a)-(c), 8-10, 11(a) and 13-16 of Table A thereof and meets the accuracy requirements of an Urban Survey, as defined therein.

DATE: NOVEMBER 11, 2004

WILLIAM B. THOMPSON
REGISTERED LAND SURVEYOR
NO. 2027
STATE OF GEORGIA

WILLIAM B. THOMPSON CERTIFICATE No. 2027 STATE OF GEORGIA REGISTERED LAND SURVEYOR

THOMPSON & ASSOCIATES
LAND SURVEYING, INC.
State of Georgia Corp. License No. 641
300 SW Rutledge Street P.O. Box 1090
Madison, FL 32340
850-973-6186 800-882-8395 Fax: 850-973-6931

FB – See folder	DWG file: 04-062.dwg Calc File: 04-062 (CVP)
Land Lots 797 and 808, 1st District, 2nd Section, Fulton Co., GA	
Drawn by: WDW	B-2 by: WDW, MOC & CDG Job Order No: 04-062
Field work completed: November 11, 2004	

"ALTA/ACSM LAND TITLE SURVEY"

MARK	DATE	REVISION	BY	APVD
⚠	12/20/04	Revise per comments and per zoning letter.	CDG	WBT

MILKATHY CORP.

915 North Point Drive
Alpharetta, Georgia
(Golden Corral)

SCALE: 1" = 20'	CHKD. / AP'VD: CDG
DATE: November 11, 2004	APPROVED: WBT
DWN. BY: WDW	UNIT NO.: 11
CHKD. BY: CDG	

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REV	DATE	DRAWN BY	DESCRIPTION

PRELMINARY PLAN

FOR

CELEBREE CROPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

Colliers Engineering & Design
ATLANTA
1305 Mall of Georgia Blvd.
Suite 120
Buford, GA 30519
Phone: 678.288.4491
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/21/2023	WE	KJ

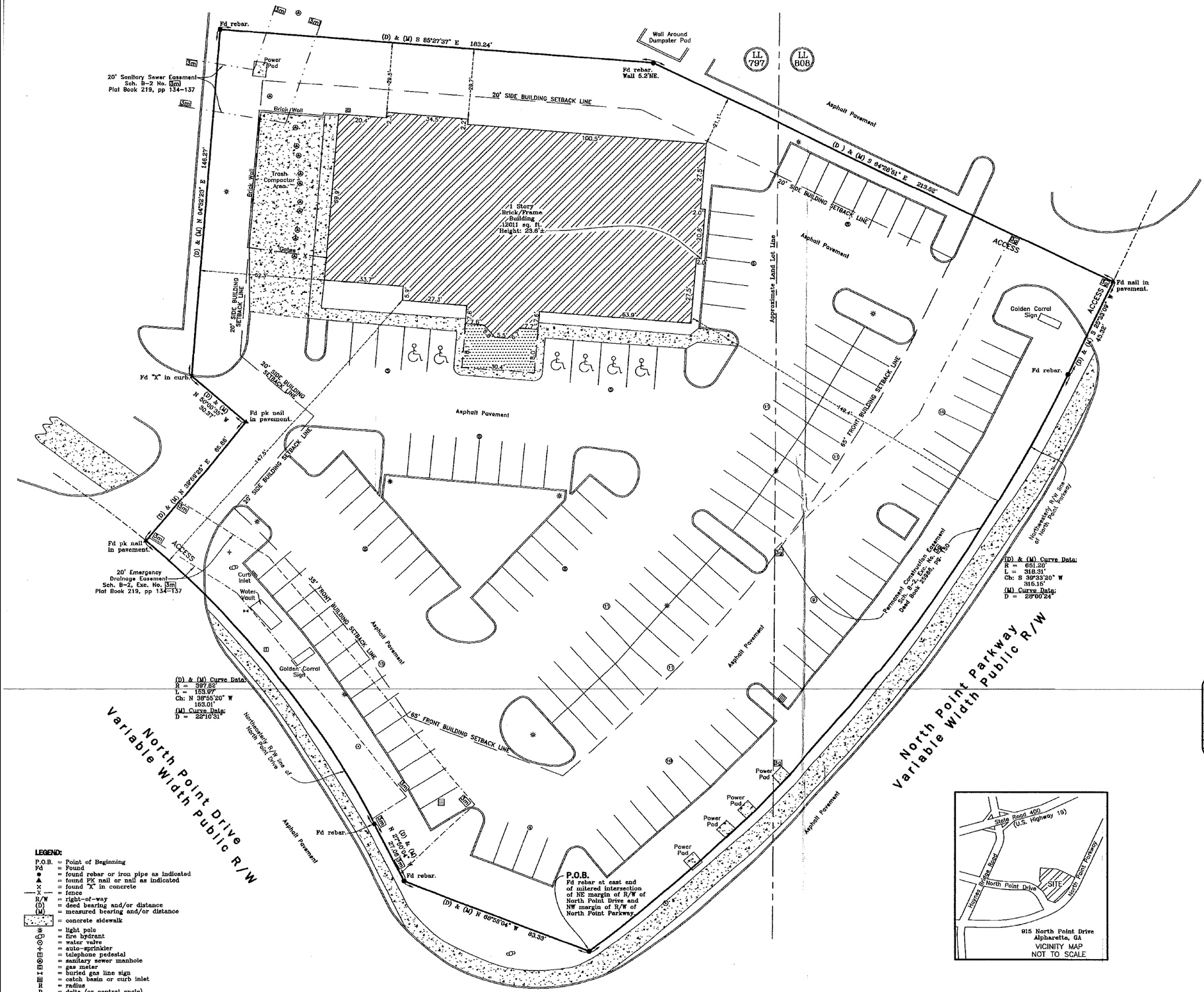
PROJECT NUMBER: 21002707P
DRAWING NAME: C-CNPT

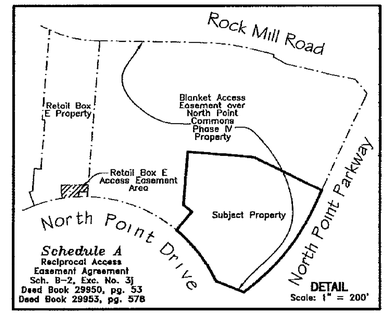
SHEET TITLE: SURVEY PLAN (1 OF 2)

SHEET NUMBER: C-002

2023\2021\0740\Engineering\Constr\C-CNPT.dwg SHEET 2 OF 6 By: MAELSHAAK

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.





LEGEND:

P.O.B.	= Point of Beginning
Fd	= Found
●	= found rebar or iron pipe as indicated
▲	= found PK nail or nail as indicated
X	= found "X" in concrete
—X—	= fence
R/W	= right-of-way
(D)	= deed bearing and/or distance
(M)	= measured bearing and/or distance
	= concrete sidewalk
☼	= light pole
FH	= fire hydrant
WV	= water valve
SP	= auto-sprinkler
TP	= telephone pedestal
SMH	= sanitary sewer manhole
GM	= gas meter
GLS	= buried gas line sign
CB	= catch basin or curb inlet
R	= radius
D	= delta (or central angle)
L	= arc length
Ch:	= chord bearing and/or distance

THOMPSON & ASSOCIATES
LAND SURVEYING, INC.
300 SW Rutledge Street P.O. Box 1090
Madison, FL 32340
850-973-8186 800-882-8398 Fax: 850-973-6931
State of Georgia Corp. License No. 641

FB – See folder	DWG file: 04-062.dwg Calc File: 04-062 (CVP)
Land Lots 797 and 808, 1st District, 2nd Section, Fulton Co., GA	
Drawn by: WDW	B-2 by: WDW, MOC & CDG Job Order No: 04-062
Field work completed: November 11, 2004	

"ALTA/ACSM LAND TITLE SURVEY"

MARK	DATE	REVISION	BY	APV'D
1	12/20/04	Revise per comments.	CDG	WBT

MILKATHY CORP.

915 North Point Drive
Alpharetta, Georgia
(Golden Corral)

SCALE: 1" = 20'	CHKD. / APV'D: CDG
DATE: November 11, 2004	APPROVED: WBT
DWN. BY: WDW	UNIT NO.: 11
CHKD. BY: CDG	

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REV	DATE	DRAWN BY	DESCRIPTION

PRELMINARY PLAN
FOR
CELEBREE CROPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

Colliers Engineering & Design
ATLANTA
1305 Mall of Georgia Blvd, Suite 120
Buford, GA 30519
Phone: 678.288.4491
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/21/2023	WE	KJ

PROJECT NUMBER: 21002707P
DRAWING NAME: C-CNPT

SHEET TITLE: SURVEY PLAN (2 OF 2)

SHEET NUMBER: C-003

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2023\2301\0740\Engineering\Concept\C-CNPT.dwg\SHEET 3 OF 6 By: WADLEIGHAM



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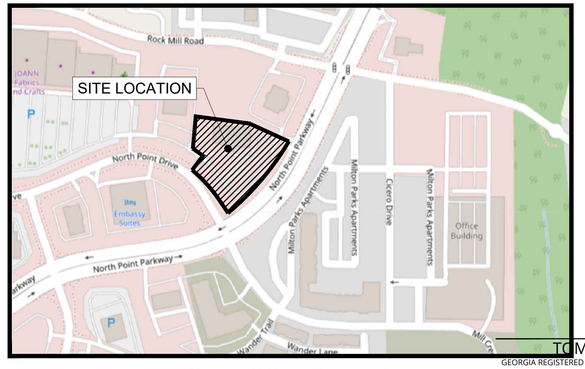

SITE LOCATION MAP
NOT TO SCALE

NOTES:

1. REFER TO SHEET C-002 AND C-003 FOR SURVEY INFORMATION
2. EXISTING PARKING SPACES:
   STANDARD (9'X19') = 134
   ADA = 6
   TOTAL = 140

30 0 30 60
SCALE : 1" = 30'

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TOM TRUE
GEORGIA REGISTERED PROFESSIONAL ENGINEER
LICENSE NUMBER: PE40186
COLLIERS ENGINEERING & DESIGN, INC.
G.A. License #: PEF006209

REV	DATE	DRAWN BY	DESCRIPTION

GEORGIA REGISTERED No. PE040186 PROFESSIONAL ENGINEER THOMAS N. TRUE
Digitally signed by Thomas N. True
Date: 2023.08.29 16:09:54-04'00'

TOM TRUE
GEORGIA REGISTERED PROFESSIONAL ENGINEER
LICENSE NUMBER: PE40186
COLLIERS ENGINEERING & DESIGN, INC.
G.A. License #: PEF006209

PRELMINARY PLAN

FOR

CELEBREE CORPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

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ATLANTA
1305 Mall of Georgia Blvd, Suite 120
Buford, GA 30519
Phone: 678.288.4491
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AS SHOWN	08/21/2023	WE	KJ

PROJECT NUMBER:	DRAWING NAME:
23010746	C-CNPT

SHEET TITLE:
EXISTING CONDITIONS PLAN

SHEET NUMBER:
C-004

2023\23010746\Engineering\Concept\C-CNPT.dwg\SHEET 4 OF 6
By: WAEL ESHAK

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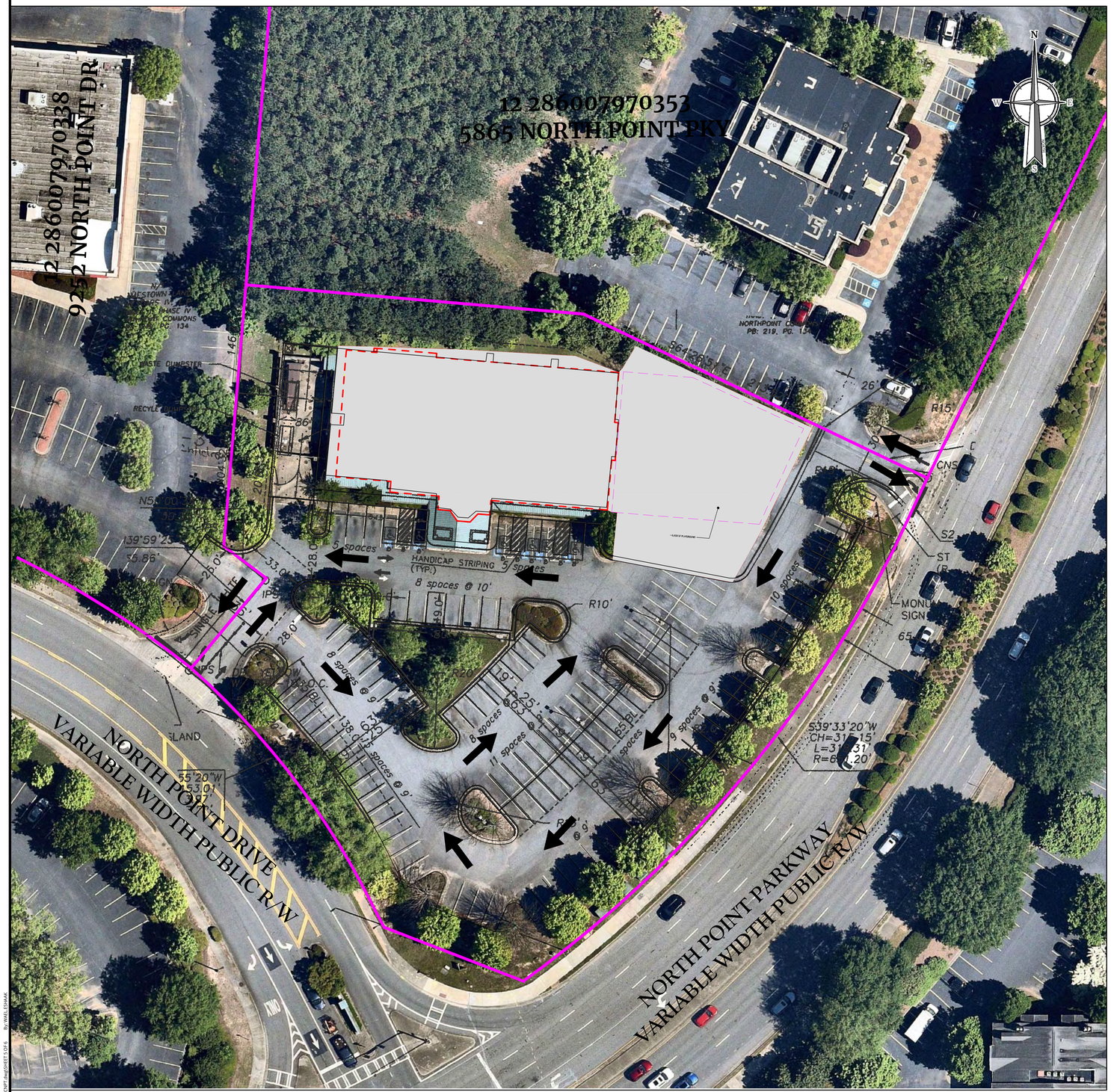
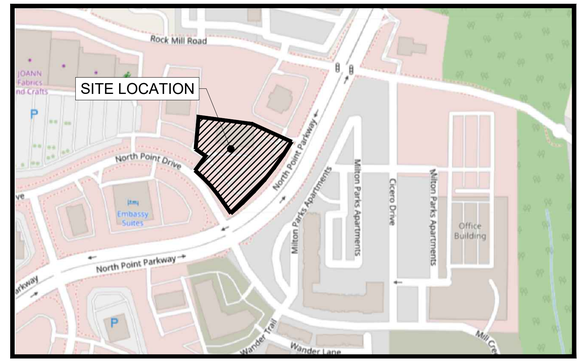


IMAGE WAS IMPORTED FROM ROCHESTER & ASSOC.

30 0 30 60

SCALE : 1" = 30'



SITE LOCATION MAP

NOT TO SCALE

NOTES:

1. REFER TO SHEET C-002 AND C-003 FOR SURVEY INFORMATION
2. PROPOSED PARKING SPACES:
   STANDARD (9'X19') = 103
   ADA = 6
   TOTAL = 109

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REV	DATE	DRAWN BY	DESCRIPTION

GEORGIA REGISTERED No. PE040186 PROFESSIONAL ENGINEER THOMAS N. TRUE

Digitally signed by Thomas N. True
Date: 2023.08.29 16:09:56-04'00'

TOM TRUE
GEORGIA REGISTERED PROFESSIONAL ENGINEER
LICENSE NUMBER: PE40186
COLLIERS ENGINEERING & DESIGN, INC.
G.A. License #: PEF006209

PRELMINARY PLAN

FOR

CELEBREE CORPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

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AS SHOWN	08/21/2023	WE	KJ

PROJECT NUMBER:	DRAWING NAME:
23010746	C-CNPT

SHEET TITLE:

OVERALL CONCEPT PLAN

SHEET NUMBER:

C-005

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2023\23010746\Engineering\Concept\C-CNPT.dwg SHEET 5 OF 6 By: WALLESHAK

PROPOSED PROJECT AREA: 11,670 RSF



J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.jam-arch.com

Celebree SCHOOL

EXISTING ENTRY ELEVATION

915 NORTH POINT DRIVE
ALPHARETTA, GA 30022

ISSUED ON: 2023-08-28

JOB NUMBER: 2023-01.30

JAM ARCH

DRAWN BY: WB

ISSUED UNDER AUTHORITY OF JUSTIN A. MIHALIK, AIA
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PROPOSED PROJECT AREA: 11,670 RSF

Celebree SCHOOL

3M 3630-137 European Blue

3M 3630-5028 Custom PMS 390 C

White faces, trim and returns

Preferred

5" deep, internally white LED illuminated channel letters with translucent vinyl inlay on faces. When letters and logo are on raceway, underscore bar to add depth of raceway to return and remain flush mounted. All letters, logos to have white trim cap and returns and 1/2" outline exposing white acrylic.

MONUMENT SIGN



TYPICAL STONE



TYPICAL FENCE





J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
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Celebree SCHOOL

PROPOSED ENTRY ELEVATION

915 NORTH POINT DRIVE
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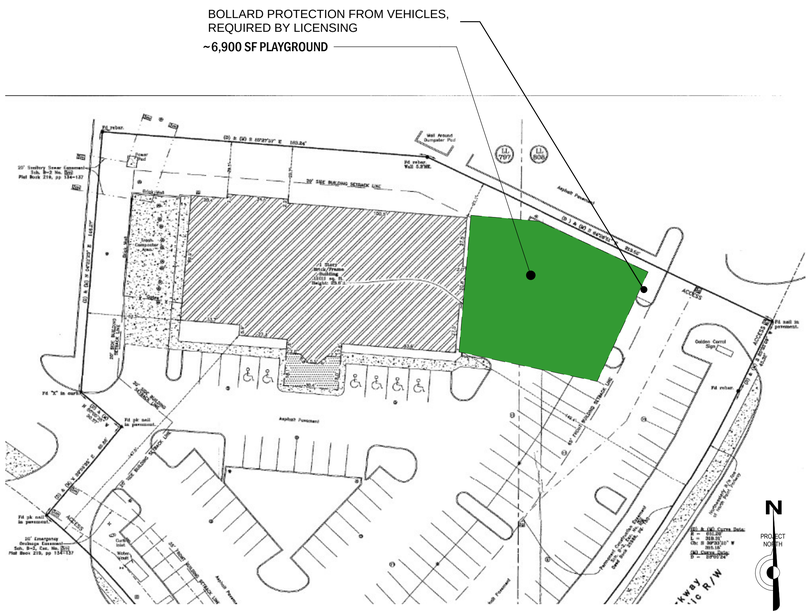
PROPOSED PROJECT AREA: 11,670 RSF

CHILDCARE LICENSING

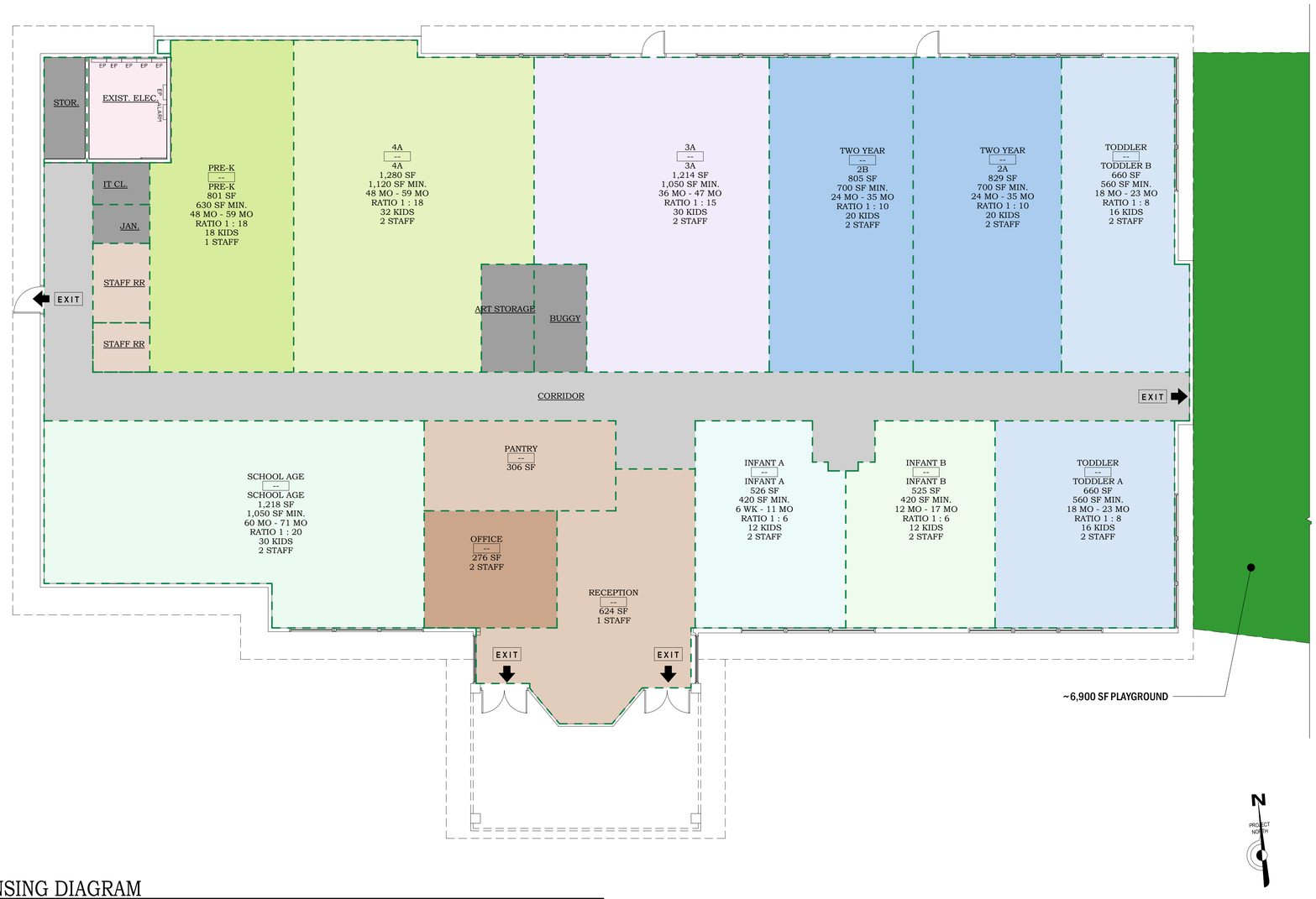
ROOM	ACTUAL AREA	REQUIRED AREA	CUBBIES	FOOD PREP	TEACHER/ FURNITURE	TOILET/ CHANGE	AGE	TYPE	TEACHER : CHILD RATIO	# OF CHILDREN	# OF STAFF
INFANT A	526 SF	522 SF	8 SF	14 SF	68 SF	12 SF	6 WK to 11 MO	INFANT A	1 : 6	12	2
INFANT B	525 SF	522 SF	8 SF	14 SF	68 SF	12 SF	12 MO to 17 MO	INFANT B	1 : 6	12	2
TODDLER	660 SF	657 SF	10 SF	19 SF	0 SF	68 SF	18 MO to 23 MO	TODDLER B	1 : 8	16	2
TODDLER	660 SF	657 SF	10 SF	19 SF	0 SF	68 SF	18 MO to 23 MO	TODDLER A	1 : 8	16	2
TWO YEAR	829 SF	800 SF	13 SF	19 SF	0 SF	68 SF	24 MO to 35 MO	2A	1 : 10	20	2
TWO YEAR	805 SF	800 SF	13 SF	19 SF	0 SF	68 SF	24 MO to 35 MO	2B	1 : 10	20	2
3A	1,214 SF	1,208 SF	19 SF	19 SF	0 SF	120 SF	36 MO to 47 MO	3A	1 : 15	30	2
4A	1,280 SF	1,279 SF	20 SF	19 SF	0 SF	120 SF	48 MO to 59 MO	4A	1 : 18	32	2
PRE-K	801 SF	780 SF	11 SF	19 SF	0 SF	120 SF	48 MO to 59 MO	PRE-K	1 : 18	18	1
SCHOOL AGE	1,218 SF	1,214 SF	19 SF	19 SF	0 SF	126 SF	60 MO to 71 MO	SCHOOL AGE	1 : 20	30	2
OFFICE	276 SF									0	2
RECEPTION	624 SF									0	1
Totals	9,420 SF									206	22

TESTFIT NOTES:

1. MEASURED AREAS AND DIMENSIONS ARE DIAGRAMMATIC ONLY AND MUST BE VERIFIED IN FIELD PRIOR TO SCHEMATIC DESIGN.
2. CHANGE OF USE FROM ANY OTHER OCCUPANCY TO CHILDCARE USE MAY REQUIRE ZONING APPROVAL AND INVOLVE CIVIL ENGINEERING. A SITE IMPACT REPORT IS RECOMMENDED.
3. EXHAUSTIVE ANALYSIS OF ADJACENT PROPERTY USES AND SUITABILITY FOR DAYCARE HAS NOT BEEN PERFORMED AND SHOULD BE VERIFIED IN A SITE IMPACT REPORT.
4. APPLICABLE CHILDCARE REQULATIONS: **GEORGIA DEPT OF EARLY CARE AND LEARNING - RULES AND REGULATIONS FOR CHILD CARE LEARNING CENTERS**
5. PLUMBING FIXTURE REQUIREMENTS AS PER GEORGIA CHILDCARE REGULATIONS:
   A. **FOR CENTERS WITH 151-175 CHILDREN, 8 TOILETS AND SINKS ARE REQURIED. FOR EACH ADDITIONAL GROUP OF 25 CHILDREN, ADD 1 SINK AND TOILET.**
6. MINIMUM PLAYGROUND REQUIREMENTS:
   A. **100 SF PER LICENSED CHILD FOR ONE-THIRD OF LICENSED CAPACITY**.



2 SITE DIAGRAM
1" = 40'-0"



1 LICENSING DIAGRAM
1/8" = 1'-0"

J.A. Mihalik, Architect
373 US Route 46 West
Building D, Suite 240
Fairfield, New Jersey 07004
ph: (973) 291-3730 fax: (973) 291-3740
www.jam-arch.com

Celebree SCHOOL

LICENSING DIAGRAM

915 NORTH POINT DRIVE
ALPHARETTA, GA 30022

ISSUED ON: 2023-08-28

JOB NUMBER: 2023-01.30

JAM ARCH

DRAWN BY: OS

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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: Celebree School

Contact Name: Julie Sellers Telephone: 404.665.1242

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.

Property owners within 500 feet as shown on the 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.*

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

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

Surrounding owners will receive letter with email and phone number to contact applicant with questions or concerns. If there is sufficient community interest, Applicant will host a community meeting to discuss the plans.

3M ASSOCIATES LLC
5750 NORTH POINT PKWY
ALPHARETTA GA 30022

KEOWN HOLDINGS LLC
5755 NORTH POINT PKWY STE 216
ALPHARETTA GA 30022

VININGS BANK
5960 NORTH POINT PKWY
ALPHARETTA GA 30022

MILKATHY CORP
1069 W MORSE BLVD
WINTER PARK FL 32789

FIVE NINE SIX SIX NORTHPOINT PARKW
AY LLC
780 OLD ROSWELL PL # 100
ROSWELL GA 30076

MC STARS LLC
5755 N POINT PKWY BLDG 29
ALPHARETTA GA 30022

ATIVYA NP5865 LLC
5865 N POINT PKWY
ALPHARETTA GA 30022

CONIC INVESTMENTS LLC
5755 N POINT PKWY UNIT 203
ALPHARETTA GA 30005

WALTHER P KEVIN
5755 N POINT PKWY # 202
ALPHARETTA GA 30022

ADVENTUS US REALTY #13 LP
1660-999 HASTINGS ST W
VANCOUVER BC V6C 2W2

LISA SHIPPEL LAW LLC
5755 NORTH POINT PKWY #213
ALPHARETTA GA 30022

WILCO PROPERTY MANAGEMENT LLC
6101 ARBOR CREST CT
ROSWELL GA 30075

LAKESIDE AT MILTON PARK LLC
160 GREENTREE DR STE 101
DOVER DE 19904

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

S TWO PARTNERS LLC
5755 NORTH POINT PKWY #207
ALPHARETTA GA 30022-1170

WILCO PROPERTY MANAGEMENT LLC
6101 ARBORCREST CT
ROSWELL GA 30075

SANDS REAL ESTATE HOLDINGS LLC
5755 NORTH POINT PKWY STE 6
ALPHARETTA GA 30022-1136

WALTHER P KEVIN
5755 NORTH POINT PKWY UNIT 202
ALPHARETTA GA 30022

S TWO PARTNERS LLC
5755 NORTH POINT PKWY #207
ALPHARETTA GA 30022-1170

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

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

ALPHARETTA PROPCO LLC
3250 OCEAN PARK BLVD STE 350
SANTA MONICA CA 90405

PARKWAY RE LLC
1755 N BROWN RD STE 150
LAWRENCEVILLE GA 30043

S2 PARTNERS LLC
5755 NORTH POINT PKWY STE 207
ALPHARETTA GA 30022

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

SANDS REAL ESTATE HOLDINGS LLC
5755 NORTH POINT PKWY STE 6
ALPHARETTA GA 30022-1136

TWELVE THOUSAND EIGHTY FIVE BRANDF
ORD STREET PROJE
15822 BERNARDO CENTER DR # A
SAN DIEGO CA 92127

BRAND ELIZABETH P
5755 NORTH POINT PKWY # 13
ALPHARETTA GA 30022

MACINTOSH DAVID C & MONICA L TRS O
F THE MACINTOSH
2561 EDGEWOOD TRCE
CLEVELAND OH 44124

S2 PARTNERS LLC
5755 N POINT PKY STE 210
ALPHARETTA GA 30022

NORTH POINT II LLC
2561 EDGEWOOD TRC
CLEVELAND OH 44124

BOBADILLA INVESTMENTS LLC
5755 N POINT PKWY STE 14
ALPHARETTA GA 30022

MC STARS LLC
5755 N POINT PKWY BLDG 29
ALPHARETTA GA 30022

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

NORTH POINT PARK 5152 LLC
5575 N POINT PKWY STE 85
ALPHARETTA GA 30022

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

ENDOPLACE L L C
45 IVAN ALLEN JR BLVD STE 2206
ATLANTA GA 30308

CONIC INVESTMENTS LLC
5755 N POINT PKWY UNIT 203
ALPHARETTA GA 30005

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

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKWY STE 215
ALPHARETTA GA 30022-1171

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

HT MILTON PARK LLC
197 14TH ST NW STE 250
ATLANTA GA 30318

DELK INVESTMENTS LLC
PO BOX 681331
MARIETTA GA 30068

PLA MILTON PARK LLC
200 W MONROE ST STE 2200
CHICAGO IL 60606

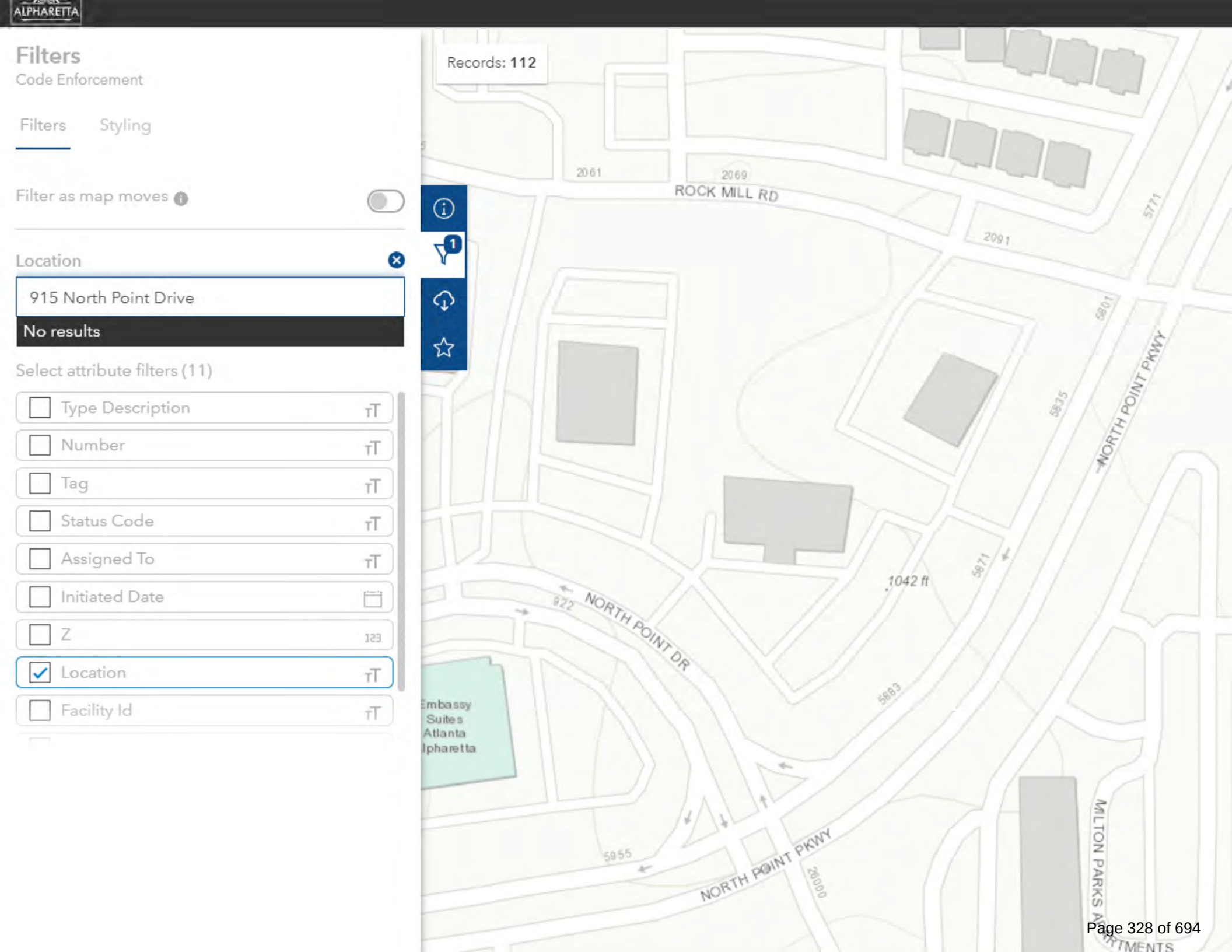
NORTH POINT PARK 222 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

LAKESIDE AT MILTON PARK LLC
160 GREENTREE DR STE 101
DOVER DE 19904

PALMER HOUSE LLC
2911 PIEDMONT RD NE STE B
ATLANTA GA 30305

ADVENTUS US REALTY #13 LP
1660-999 HASTINGS ST W
VANCOUVER BC V6C 2W2

ENDOPLACE L L C
45 IVAN ALLEN JR BLVD NW STE 2206
ATLANTA GA 30308


ALPHARETTA
Filters
Code Enforcement
Filters
Styling
Filter as map moves
Location
915 North Point Drive
No results
Select attribute filters (11)
Type Description
Number
Tag
Status Code
Assigned To
Initiated Date
Z
Location
Facility Id
Records: 112
ROCK MILL RD
NORTH POINT PKWY
NORTH POINT DR
1042 ft
Embassy Suites Atlanta Alpharetta
MILTON PARKS APARTMENTS

Real Estate

View Bill

As of	8/2/2023
Bill Year	2022
Bill	2207970
Owner	MILKATHY CORP
Parcel ID	12 -2860-0797-034-6

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2022	$7,618.98	$7,618.98	$0.00	$0.00	$0.00
Interest			$79.24			$0.00
TOTAL		$7,618.98	$7,618.98	$0.00	$0.00	$0.00

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1305 Mall of Georgia Blvd
Suite 120
Buford, Georgia 30519
Main: 877 627 3772

Colliers Engineering & Design

August 29, 2023

Brian Borden, Zoning Administrator
Alpharetta City Hall
Department of Planning and Zoning
2 Park Plaza
Alpharetta, Georgia 30009

Traffic Assessment
Celebree Corporate
915 North Point Parkway
Parcel(s): 12 286007970346
Alpharetta, Georgia
Colliers Engineering & Design Project No. 23010746A

Dear Mr. Borden,

This traffic assessment has been prepared in support of a site plan application to the City of Alpharetta ("City") for Celebree Corporate ("Applicant") for the proposed redevelopment of an existing restaurant building ("Project") within Alpharetta, Georgia. The subject site is located along North Point Parkway southbound and is bounded by North Point Parkway to the east, office uses to the north, commercial uses to the west, and North Point Drive to the south. The site is currently developed with a 12,011 SF Golden Corral restaurant. It is proposed to redevelop the site to consist of a 12,011 SF day care center and redevelop a portion of the existing parking lot to accommodate a 7,250 SF play area. The site is designated as Parcel ID: 12 286007970346 and is located within the Office Institutional (O-I) and Community Unit Plan (CUP) Zoning Districts. The Site Location Map is enclosed as **Figure 1.**

Access to the site will be maintained via one (1) existing full-movement driveway along North Point Drive westbound and one (1) right-in/right-out-only driveway along North Point Parkway southbound. The Overall Concept Plan is enclosed as **Figure 2.**

Trip Generation

Trip generation estimates for the existing restaurant were compared to the proposed day care center utilizing data as published under Land Use Codes 932 – High-Turnover (Sit-Down) Restaurant and 565 – Day Care Center in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition*. This publication sets forth trip generation rates based on traffic counts conducted at research sites throughout the county. A summary of the trip generation estimates is provided in **Table 1**.

Colliers Engineering & Design

Table 1 – Site Generated Trips

Land Use		Size	AM Peak			PM Peak			Saturday Peak		
			Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Existing	932 – High-Turnover (Sit-Down) Restaurant	12,011 SF	94	70	164	100	96	196	69	65	134
Proposed	565 – Day Care Center		75	66	141	67	75	142	13	7	20
Difference			**-19**	**-4**	**-23**	**-33**	**-21**	**-54**	**-56**	**-58**	**-114**

It is noted ITE considers a significant increase in traffic to be 100 or more new peak hour trips added to the adjacent roadway network. As shown in **Table 1**, the proposed development will result in a minimum decrease of 23 peak hour trips. Therefore, it is our opinion the Project will not generate a significant increase in traffic, and a Traffic Impact Study is not required.

Site Access

Access to the site will be maintained via one (1) existing full-movement driveway along North Point Drive westbound and one (1) right-in/right-out-only driveway along North Point Parkway southbound. The proposed concept plan provides minimum 25-foot-wide drive aisles, which can accommodate two-way circulation throughout the site. The layout of the site provides sufficient circulation for the anticipated design vehicle as well as a garbage truck, delivery truck, and emergency vehicle to efficiently maneuver throughout the site.

Parking Assessment

The Unified Development Code of Ordinances for the City of Alpharetta, Georgia, Article 2 – Downtown Overlay *§2.4.1(B) – Parking and Loading,* sets forth an off-street parking requirement of one (1) space per 400 SF, plus stacking for six (6) cars on the lot for a day care center. For the proposed day care center, this equates to a parking requirement of 31 spaces. Currently, 140 spaces are provided for the existing restaurant. It is proposed to eliminate 32 parking spaces for a proposed total of 108 spaces, thus satisfying the Ordinance requirement. It is noted, five (5) existing ADA parking spaces will be maintained as part of the redevelopment. A summary of the parking requirements is provided in **Table 2.** Additionally, there is approximately 250 feet between the pick-up/drop-off area and the driveway entrance along North Point Parkway, which can accommodate up to ten queued vehicles, and approximately 200 feet between the pick-up/drop-off area and the driveway entrance along North Point Drive, which can accommodate up to eight (8) queued vehicles, thus satisfying the stacking requirement.

Table 2 – Ordinance Parking Requirement

Land Use	Size	Ordinance Parking Requirement		Proposed Parking Supply
		Rate	Requirement	
Day Care Center	12,011 SF	One (1) space for every 400 SF	31 spaces	108 spaces

Conclusion

Given the proposed development will result in a decrease of peak hour trips compared to the existing development and sufficient parking will be provided based on the Ordinance requirements, it is our opinion the Project will not have a significant impact on the adjacent roadway network. As such, it is our opinion a Traffic Impact Study is not required. Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Colliers Engineering & Design, Inc.



Michelle R. Briehof, P.E.
Geographic Discipline Leader | Traffic Planning

cc: Thomas True, P.E., L.S., Colliers Engineering & Design (via email)

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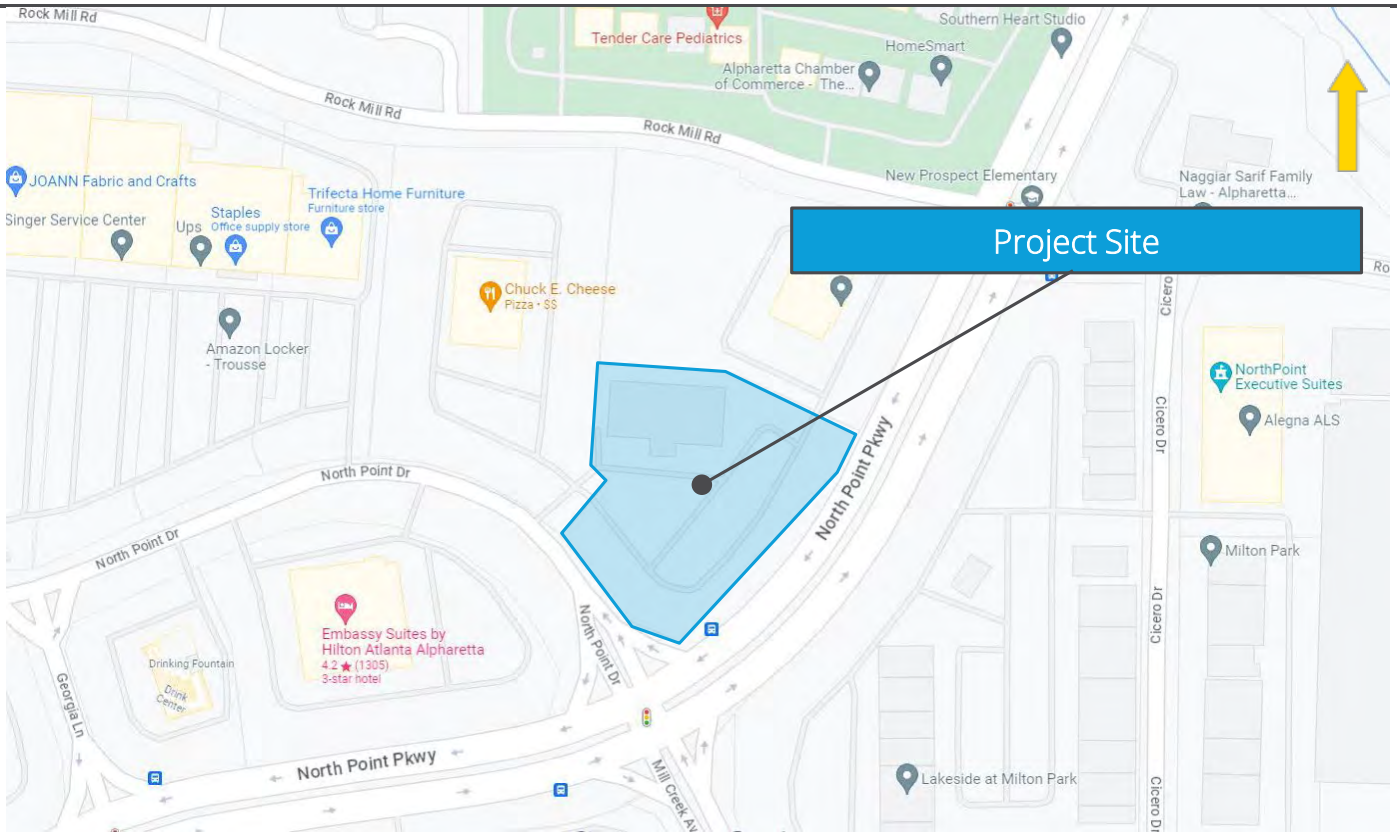
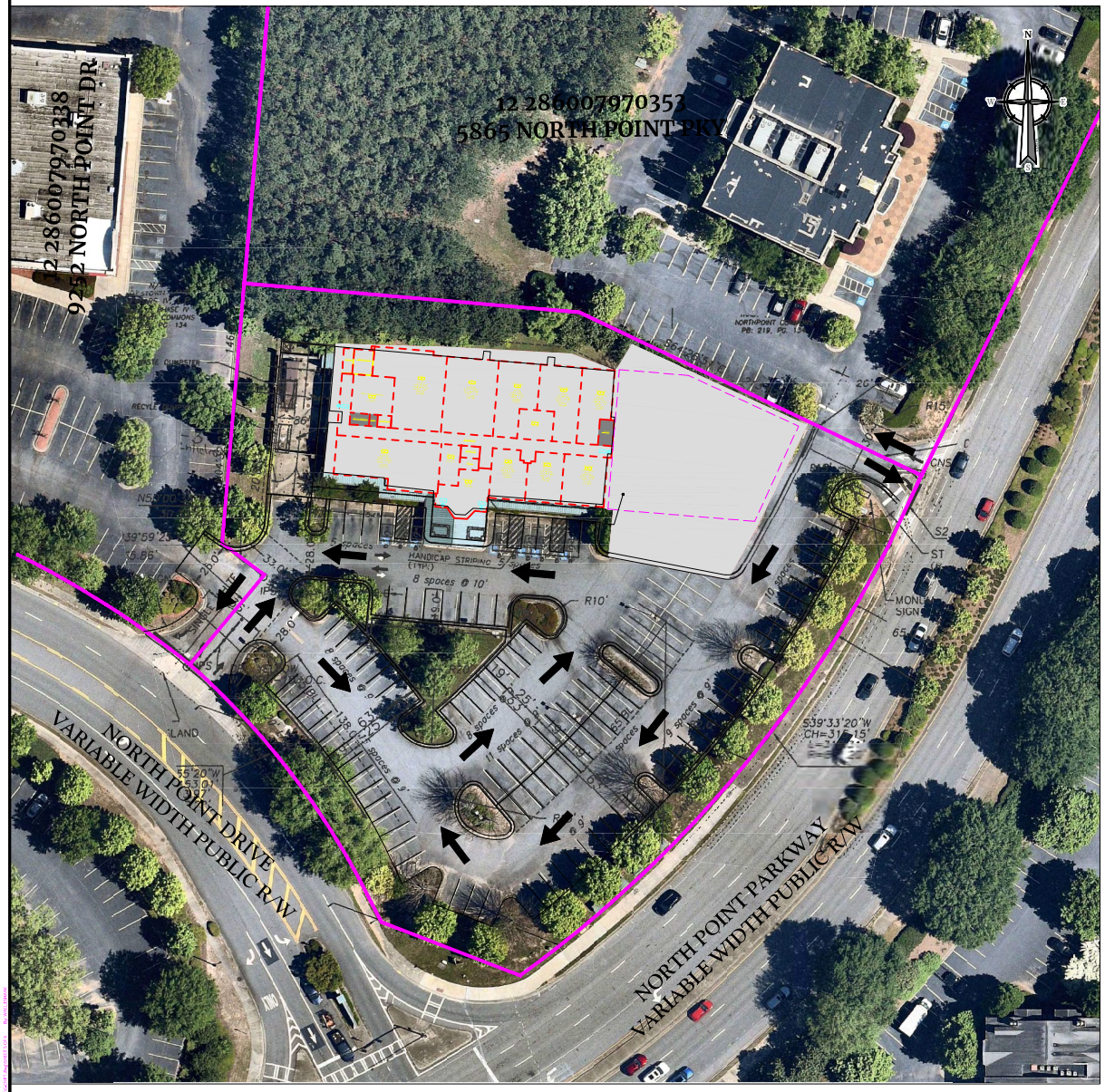




Colliers Engineering & Design	Celebree Corporate	**Figure 1**
	Project No. 23010746A	
	Alpharetta, Georgia	**Site Location Map**

Figure 2



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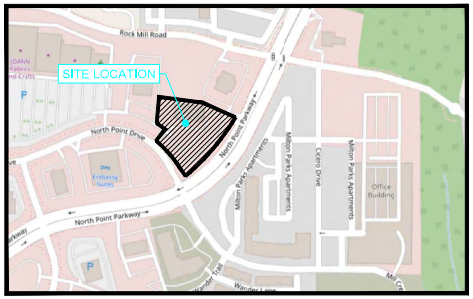

SITE LOCATION MAP
NOT TO SCALE

NOTES:

1. REFER TO SHEET C-002 AND C-003 FOR SURVEY INFORMATION
2. PROPOSED PARKING SPACES:
   STANDARD (9'X19') = 103
   ADA = 5
   TOTAL = 108

Colliers Engineering & Design
www.colliersengineering.com

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

PRELIMINARY

PRELMINARY PLAN
FOR
CELEBREE CORPORATE

PID #12 286007970346
915 NORTH POINT PKY
ALPHARETTA, GA 30022

Colliers Engineering & Design
ATLANTA
1305 Mall of Georgia Blvd.
Suite 120
Buford, GA 30519
Phone: 678.288.4491
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER
COMPANY, INC.

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/21/2023	WJ	KJ

PROJECT NUMBER:	DRAWING NAME:
12286007970338	C-NPT

SHEET TITLE:
OVERALL CONCEPT PLAN

SHEET NUMBER:
C-005

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: November 27, 2023

AGENDA ITEM: PH-23-14/V-23-19 75/91 ROSWELL STREET

The applicant, Jason Joseph, is requesting consideration of a change to previous conditions of zoning, variance and parking in-lieu fees to allow for the construction of a 3-story building, including a 2,500 SF restaurant, 23,200 SF office, and structured parking on 1.12 acres in the Downtown. A change to the previous conditions of zoning is requested to eliminate zoning conditions related to 91 Roswell Street and variances are requested to eliminate an undisturbed buffer at 75 Roswell Street, reduce the landscape strip on Cotton Alley, and modify streetscape regulations. The applicant also requests to satisfy a portion of their vehicle parking requirements through payment of parking in-lieu fees. The subject property is located at 75 and 91 Roswell Street, at the northwest corner of Marietta Street and Roswell Street.

STAFF RECOMMENDATION:

Approve PH-23-14/V-23-19 75/91 Roswell Street, subject to the following conditions:

1. Site shall be developed substantially similar to the site plan prepared by Plum Creek Consulting, LLC, dated 10/10/23, except for modifications required to comply with the conditions below. There shall be no access to the building from Cotton Alley.
2. Building architecture and materials shall be substantially similar to plans prepared by Matt Mitchell Design, labeled Exhibit A - Renderings, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant comments, with final approval by DRB.
3. Developer shall screen car head lights with sufficient parking deck wall height and landscaping.
4. Parking deck shall be screened with a mix of landscape material of varying heights, with final approval by DRB. Upper level of parking deck shall include planters at top of wall, similar to depiction in renderings, extended the length of the parking deck planted with vines or landscape material that spills down the wall, final approval by DRB.
5. Building height shall be limited to no more than 3 stories and 46’ and white lights shall be added to the top of the building to participate in the City’s holiday lighting program.
6. Foundation plantings, consisting of shrubs, vines and/or grasses, shall be required in front of the building and along Marietta Street, Cotton Alley and Roswell Street.
7. Restaurant use shall be limited to no more than 2,500 square feet on Level 1, not including the elevator lobby.
8. Rooftop amenity deck shall be limited to office users.
9. Developer shall improve the corner of Marietta Street and Roswell Street with hardscape, landscape, decorative lighting, outdoor furniture and public art.
10. Developer shall save 20” Pecan as depicted on site plan prepared by Matt Mitchell Design, dated 10/5/23, as well as tree #1363 (18” Southern Magnolia). Developer shall plant 4 signature trees of 10”-12” caliper, as situated by a landscape architect for maximum community benefit, with final approval by DRB. Trees may be used to reduce recompense. Signature trees shall be subject to appropriate tree care, as approved by Staff.
11. Critical root zone (CRZ) impacts shall be limited to no more than 20% on the following boundary trees: tree #819 (31” Southern Magnolia) and tree #820 (35” Water Oak), with final approval by Staff.
12. Developer shall improve Roswell Street streetscape as follows: minimum 8’ planter planted with street trees and shrubs, 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 trees shall alternate on both sides of the sidewalk, as approved by Staff.
13. Developer shall improve the Marietta Street streetscape as follows: minimum 2’ planter planted with a row of shrubs (min. 2’ at planting), 5’ concrete sidewalk and decorative pedestrian lighting, with final approval by Staff.
14. Developer shall improve Cotton Alley streetscape as follows: minimum 2’ planter planted with a row of shrubs (min. 2’ at planting), 5’ brick sidewalk and decorative pedestrian lighting, with final approval by Staff.
15. Developer shall provide a minimum 7.5’ landscape strip along Cotton Alley to be heavily planted with a mix of evergreen and deciduous material, including trees, shrubs, and grasses of varied height in order to soften the look

of the building, with final approval by DRB.

16. Developer shall provide a minimum 10' landscape strip along Roswell Street and Marietta Street to include a mix of trees, shrubs and grasses, with final approval by DRB.
17. Developer shall improve the intersection of Marietta Street and Roswell Street per the plan prepared by the City's Public Works Dept, with final approval by Staff. Intersection improvements shall be eligible for impact fee credits.
18. Retaining walls shall be brick or stone, with final approval by DRB.
19. Developer shall pay a lump sum parking in-lieu fee of $94,500 prior to the issuance of a building permit.
20. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by DRB.
21. Outside speakers on the outdoor dining area or amenity rooftop shall not be permitted.
22. There shall be no construction traffic, parking, or staging on Cotton Alley. A construction staging plan shall be provided with the LDP, subject to final approval by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for the construction of a 3-story building, including a 2,500 SF restaurant, 23,200 SF office, and structured parking on 1.12 acres in the Downtown. A change to the previous conditions of zoning is requested to eliminate zoning conditions related to 91 Roswell Street and variances are requested to eliminate an undisturbed buffer at 75 Roswell Street, reduce the landscape strip on Cotton Alley, and modify streetscape regulations. The applicant also requests to satisfy a portion of their vehicle parking requirements through payment of parking in-lieu fees. The subject property is located at 75 and 91 Roswell Street, at the northwest corner of Marietta Street and Roswell Street.

The subject properties are zoned C-2 (General Commercial). The property at the corner of Roswell Street and Marietta Street (91 Roswell Street) is undeveloped and the northern property (75 Roswell Street) is developed with a residential structure which has been converted to a non-residential use. Surrounding properties are zoned R-10M (Dwelling, 'For-Rent' and 'For-Sale', Residential) to the north and west and C-2 to the south and east. Victoria Square is located to the west, Pure Taqueria to the south, 62 and 88 Roswell Street to the east, and Roswell Street Commons and the Roswell Street City Parking Lot to the north. The property is located within the Downtown Overlay and has a comprehensive land use plan designation of Central Business District.

The property at the corner of Roswell Street and Marietta Street, 91 Roswell Street, was approved for a rezoning and variance in 2003 to allow an existing historic home to be re-used for a restaurant. The variance request was to eliminate the required 50' undisturbed buffers where commercial and residential properties abut. The historic structure has since been demolished. Therefore, the applicant is requesting a change to previous conditions of zoning to remove those conditions.

As shown in the table below, the applicant requests variances to modify Downtown Overlay site regulations (streetscape standards) and Unified Development Code (UDC) regulations pertaining to landscape strips and landscaped buffers on a double frontage lot. The property has an unusual triangular shape and has road frontage on three (3) sides. In addition, 91 Roswell Street and Victoria Square (2004) received variance approval to eliminate the 50' undisturbed buffer where residential and commercial properties abut. The applicant is requesting the same condition at 75 Roswell Street.

Applicant's Variance Requests

UDC Section	Applicant's Request
UDC Appendix A: Alpharetta Downtown Code – Subsection 2.3.3 Street Types	Modify streetscape standards along Cotton Alley and Marietta Street to maintain the existing 2' planters and 5' sidewalks. Modify streetscape standards along Roswell Street to allow an 8' planter and 8' sidewalk, as a continuance of the streetscape provided to the north.
UDC Subsection 2.3.1 (C)(1) – Supplementary Regulations, Double Frontage Lots	Eliminate 20' landscaped buffer along Cotton Alley
UDC Subsection 3.2.8(D)(1) – Tree Replanting, Buffer, and Landscape standards, Landscape Strips	Reduce landscape strip along Cotton Alley from 10' to 7.5'

SITE PLAN

The submitted site plan depicts a three (3) story building with structured parking. Level 1 of the building contains a 2,500

square foot restaurant, 1,874 square foot elevator lobby and 33 parking spaces. Level 2 contains 11,600 square foot of office and 32 parking spaces. Level 3 has 11,600 square foot of office and a 2,300 square foot rooftop amenity deck above. Access to the property is depicted from Roswell Street.

The proposed building is setback approximately ten-feet (10') from Roswell Street and approximately fifteen-feet (15') from the edge of road on Cotton Alley. Ten-foot (10') landscape strips are depicted along Roswell Street and Marietta Street and a reduced landscape strip of 7.5' is depicted along Cotton Alley. The site plan depicts maintaining the existing streetscape along Marietta Street and Cotton Alley, which includes a two-foot (2') planter and five-foot (5') sidewalk. The streetscape along Roswell Street is depicted with an eight-foot (8') planter and eight-foot (8') sidewalk. The property is located in the Heritage Design Area which has a maximum building coverage of 70%. The applicant provided a lot coverage exhibit showing that the proposed building covers approximately 62% of the lot.

The Unified Development Code (UDC) requires 79 parking spaces for the proposed building. A total of 65 parking spaces are provided in the two (2) level parking deck, with access to both levels from the same driveway on Roswell Street. The applicant requests parking in-lieu fees to satisfy parking spaces not provided on-site.

The submitted tree survey and arborist assessment identifies three (3) specimen trees on the property, including a Water Oak, American Holly, and Southern Magnolia. The site plan depicts one (1) tree save, a 20" Pecan (tree of quality) at the corner of Marietta Street and Cotton Alley. In addition, critical root zone (CRZ) impacts will be limited on two (2) boundary trees; a 31" Southern Magnolia and a 35" Water Oak. An outdoor seating area is proposed for the restaurant and is located in close proximity to the tree save area. The previous site plan approved on 91 Roswell Street depicted four (4) tree saves, which included the 20" Pecan at the corner. Stormwater is proposed in an underground vault underneath the parking deck.

RENDERINGS

The applicant provided renderings of the building depicting a Mercantile/Mill style. The masonry building has a flat roof with mullioned windows of varied sizes and pronounced stair and elevator tower elements. Most of the building has a brick exterior, except for the corner of the building fronting Marietta Street, which according to the applicant, will be stone or stucco. Decorative screens are proposed on the parking deck openings along Cotton Alley, as well as decorative balcony elements. The building is approximately 33' along Roswell Street and 46' along Cotton Alley. The City's Downtown Consultant reviewed the proposed renderings and believes that they generally comply with the design regulations in the Downtown Overlay. The following comments were provided by the Downtown Consultant:

- Remove arched window muntin
- Cast stone headers should extend beyond masonry openings at each side
- Use historically appropriate railing details

TRAFFIC

The applicant submitted a trip generation report which estimates that the proposed building will generate 59 AM Peak Hour trips and 56 PM Peak Hour trips.

Proposed					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
General Office (710) 10k-250k	23,200	251	10%	226	31	4	35	6	28	33
Restaurant (932)	2,500	268	43%	153	13	11	24	14	9	23
Totals		519		379	44	15	59	19	37	56
Existing					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
Small Office (712) 10k-250k	3,972	57	10%	51	5	1	7	3	6	9
Total (Net Existing)		462		328	39	14	53	17	31	47

PARKING

Within the Downtown Overlay, parking can be met with off-street parking located on-site, as well as on-street parking located adjacent to and on the same side of the street as the site. The applicant is unable to utilize on-street parking to meet its parking requirements because the City's traffic calming plan for Roswell Street does not include on-street parking along the subject property's frontage. If parking cannot be satisfied as described above, an applicant may pursue Parking In-Lieu Fees. Parking in-lieu fees allows parking requirements to be satisfied through payment of parking in-lieu fees according to the table below. Payments to the Downtown Parking Fund have been approved at a few locations in the Downtown, including 44 Milton Avenue, 55/61 Roswell Street, Alpharetta Lofts (58 Canton Street), and the CORO building (37 Old Roswell Street).

Parking In-Lieu Fee Schedule

If the Number of Required Spaces Satisfied through In-Lieu Program is Between:	**The Fee Due is:**
1—5 spaces	$4,500 per space
6—20 spaces	$22,500 + $8,000 per space over 5
21—40 spaces	$142,500 + $14,000 per space over 20
41 spaces and greater	$422,500 + $20,000 per space over 40

As shown in the table below, 79 parking spaces are required for the applicant's proposed uses. The site plan reflects 65 parking spaces on-site and no on-street parking adjacent to the property, which represents approximately 82% of the required parking. Based on the Parking In-Lieu Fee Schedule above, a shortage of fourteen (14) parking spaces would require a lump sum payment of $94,500.00 in parking in-lieu fees.

Use	**Area (Bldg. Level)**	**Parking Rate (space/SF)**	**Required Parking**
Restaurant	2,500 SF (Main)	1/500 SF	5
Elevator Lobby	1,874 SF	1/500 SF	4
Office	23,200 SF (2nd/3rd)	3/1,000 SF	70
TOTAL			79

The table below identifies Downtown public parking facilities, including number of spaces, peak utilization, and approximate walking distance to the applicant's property. Peak utilization for surface parking lots and on-street parking is derived from the *Downtown Alpharetta Parking Study* (June 2018), while the Milton Avenue parking deck and City Center parking deck utilization is based on Staff observations (pre-pandemic). The Roswell Street City parking lot has the greatest available capacity and is located adjacent to the applicant's property.

Parking Facility	**Number of Spaces**	**Peak Utilization**	**Distance to Subject Property**
City Center Parking Deck	601*	70%	~1,600'
Milton Avenue Parking Deck	260	65%	~550'
Old Roswell Street Parking Lot	66	90-100%	~650'
Roswell Street Parking Lot	77	30-60%	~100'
On-street spaces	191	90-100%	~150'

*Approximately 100 spaces are reserved for the Alpharetta-Fulton County Library, 86 spaces reserved for the City Center apartments and 82 spaces in the new portion of the deck reserved for Data Scan.

In 2015, a shared parking study was prepared for Alpharetta City Center to determine the shared parking demand for City Hall, the Alpharetta Branch Library, For-Rent residential units, office, and retail/restaurant uses. The study determined that at build-out, if parking is shared between all land uses, City Center would need approximately 917 parking spaces. The study concluded that the 973 parking spaces provided in the City Center parking decks, surface parking lot and on-street parking would yield a surplus of 56 parking spaces, if parking was not reserved. However, with approximately 242 parking spaces reserved (gated access) for City Center apartment residents and another 182 parking spaces reserved (marked) for the Library and Data Scan, surplus parking is likely minimal or non-existent.

PARKING IN-LIEU FEES REVIEW CRITERIA

Applications to use parking in-lieu fees must be made to the city council, which will then hold a public hearing to approve or deny the application. The city council must consider the following in reviewing an application for parking in-lieu:

a. The availability of parking in the Downtown Overlay:

Response: As shown in the above-table, there are a number of public parking facilities in the Downtown. The closest facility to the applicant's property is the Roswell Street Parking Lot, which has the lowest peak utilization of any of the Downtown parking facilities. In addition, the Milton Avenue Parking Deck is located within approximately 550' of the subject property and has a lower peak utilization. An article from the National Parking Association, PARKING magazine, states that parking designers typically use a maximum walking distance of 300' – 600' for retail customers and 1,200' – 1,500' for employee parking. The nearest public parking facilities to the applicant's property with the lowest peak utilization are within the maximum walking distance for retail customers and employees.

b. The availability of alternative transportation in the Downtown Overlay;

Response: MARTA bus routes 141 and 185 service the Alpharetta area. However, neither bus route provides service along Roswell Street. The nearest bus stop is located approximately 1,600' away (measured as the most direct pedestrian path) near the corner of Haynes Bridge Road and Old Milton Parkway.

c. The impact on the public health, safety, and general welfare; and

Response: The subject property is located adjacent to the City's Roswell Street Parking Lot, which has the lowest peak utilization of any of the Downtown public parking facilities. There should not be a negative impact to public health, safety, or general welfare as a result of parking in-lieu fees being approved as requested.

d. Other considerations deemed material to the application by city council.

Response: Within the Downtown Overlay, parking can be met with off-street parking located on-site, as well as on-street parking located adjacent to and on the same side of the street as the site. The City's Public Works Department is working on a traffic calming plan for Roswell Street, which does not propose on-street parking along the subject property's frontage. The applicant anticipated several on-street parallel parking spaces along the property's frontage on Roswell Street, but removed the on-street spaces due to the City's traffic calming plan.

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 property has extraordinary and exceptional conditions due to its size, shape and topography. The property has road frontage on three (3) sides and variances were previously approved at 91 Roswell Street and Victoria Square to eliminate required buffers between residential and commercial properties.

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

Response: Application of the ordinance to the subject property would have significant impacts on the proposed development, requiring the applicant to reduce the size of the building. Buffer variances were previously approved at 91 Roswell Street and Victoria Square to eliminate the requirement. The same condition is requested at 75 Roswell Street.

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

Response: There are conditions that are peculiar to the property which affect its reasonable use. The property has road frontage on three (3) sides and variances were previously approved at 91 Roswell Street and Victoria Square to eliminate required buffers between residential and commercial properties.

(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 will not cause substantial detriment to the public good, if conditions are approved requiring landscape enhancements along the property frontages, additional tree saves and signature trees to offset specimen tree removal, as well as high quality building design and materials to improve aesthetics and screening.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria. The request to remove previous conditions of zoning on 91 Roswell Street can be supported as the proposed development was predicated on re-using a historic structure on the property that has since been removed. If approved, conditions are recommended to mitigate impacts to surrounding properties, such as additional tree saves and landscape enhancements.

It is difficult to provide onsite parking on small downtown parcels as it limits development and in some areas parcels would be purchased and developed solely for the purpose of surface parking. This could be a detriment to building connectivity and needed density along Downtown streets. Public parking facilities are located within a walkable distance for retail customers and employees and parking facilities with the lowest peak utilization are located nearest the applicant's property.

The property has exceptional conditions due to its size, shape and topography. In addition, the property has road frontage on three (3) sides and variances were previously approved at 91 Roswell Street and Victoria Square to eliminate required buffers between residential and commercial properties. If approved, conditions are recommended requiring landscape enhancements along property frontages, additional tree saves and signature trees to offset specimen tree removal, 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 letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that several public comments were received reflecting the same feedback as expressed on the Community Zoning Information Meeting (CZIM) sign-in sheets. According to the applicant, Victoria Square residents have expressed both support and concern.

Staff also received public comments with concerns over access on Cotton Alley, Marietta Street and Roswell Street intersection is dangerous, on-street parking, property should be developed as residential, building coverage appears to exceed maximum, and previous building design does not fit character of Downtown.

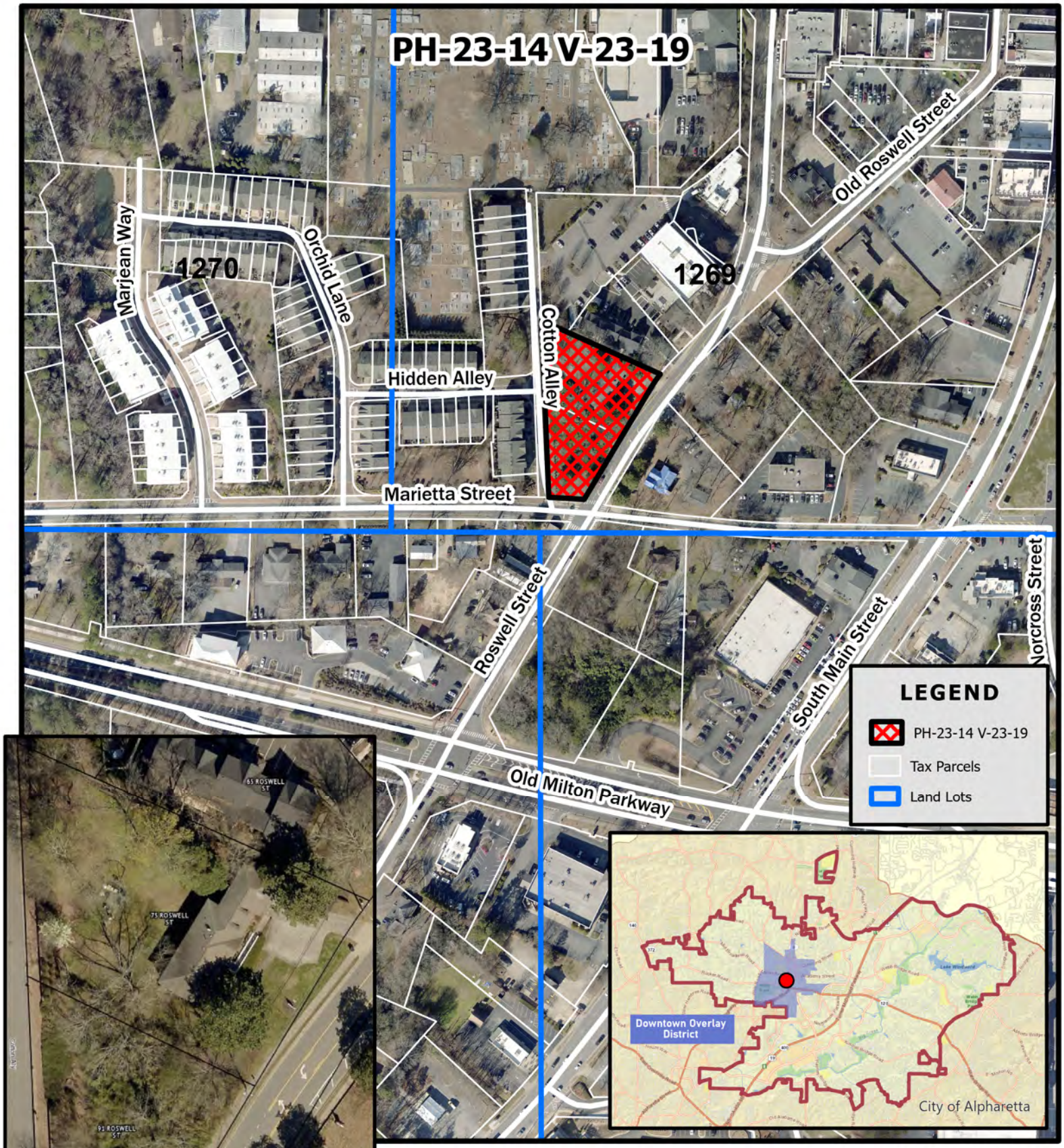
COMMUNITY ZONING INFORMATION MEETING

CZIM was held on August 9, 2023 and September 13, 2023. There were several public comments with concerns over access to parking deck from Cotton Alley, design does not fit in Downtown, need landscape buffer, elevate design of building facing Cotton Alley, construction traffic, negatively impact property values in Victoria Square, no on-street parking on Roswell Street, noise/light intrusion, noise from trash service, building too tall, scale too large for area, Roswell Street/Marietta Street intersection is dangerous, tree removal, improve walkability, stormwater, loss of greenspace, and car headlights facing Victoria Square.

ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- CZIM

- Citizen Part B
- Public Comment
- Updated Application
- Application

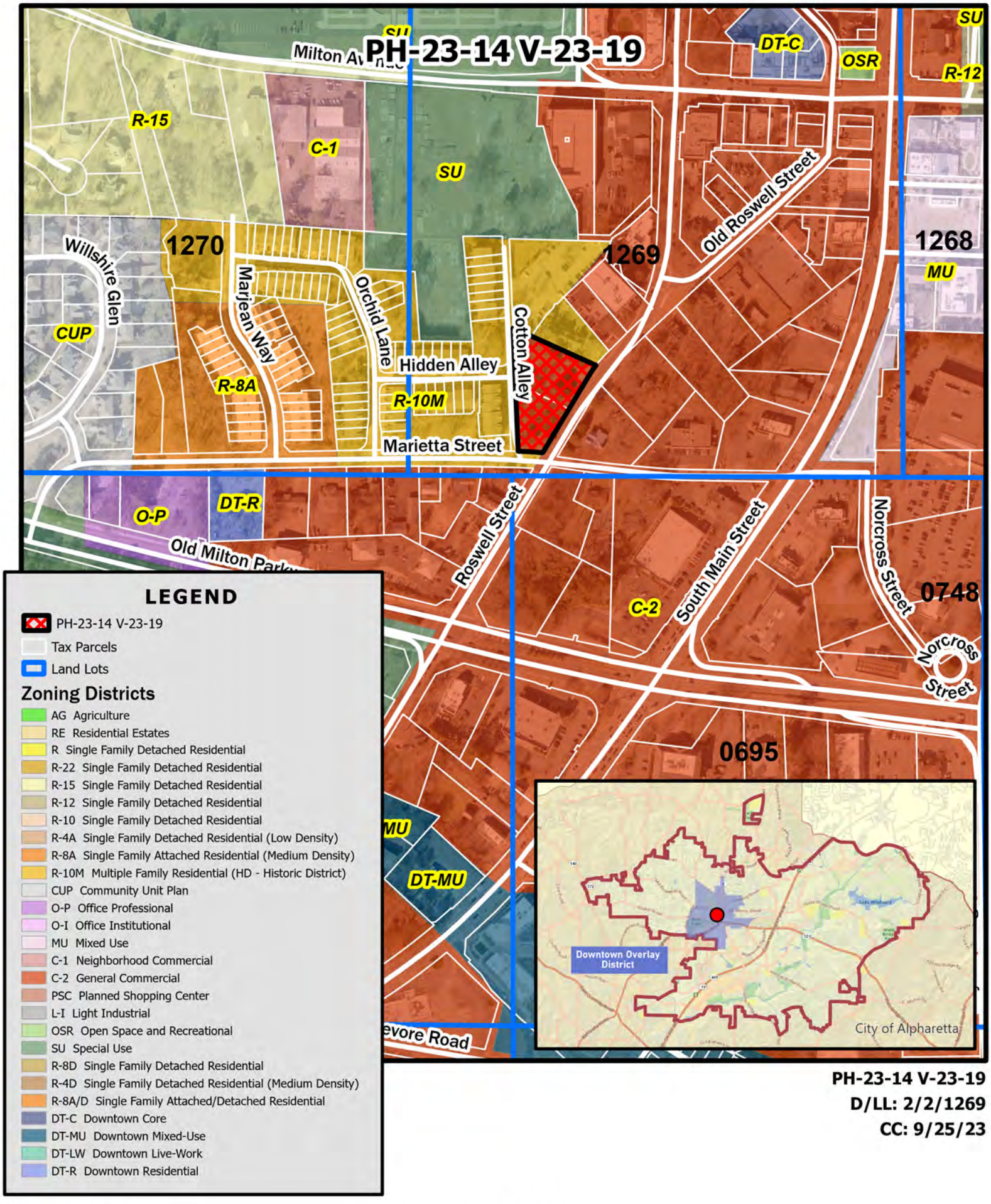


PH-23-14 V-23-19
D/LL: 2/2/1269
CC: 9/25/23

THE CITY OF ALPHARETTA GEORGIA

Aerial Map
75 & 91 Roswell Street

Location Map Provided by:
Community Development - GIS

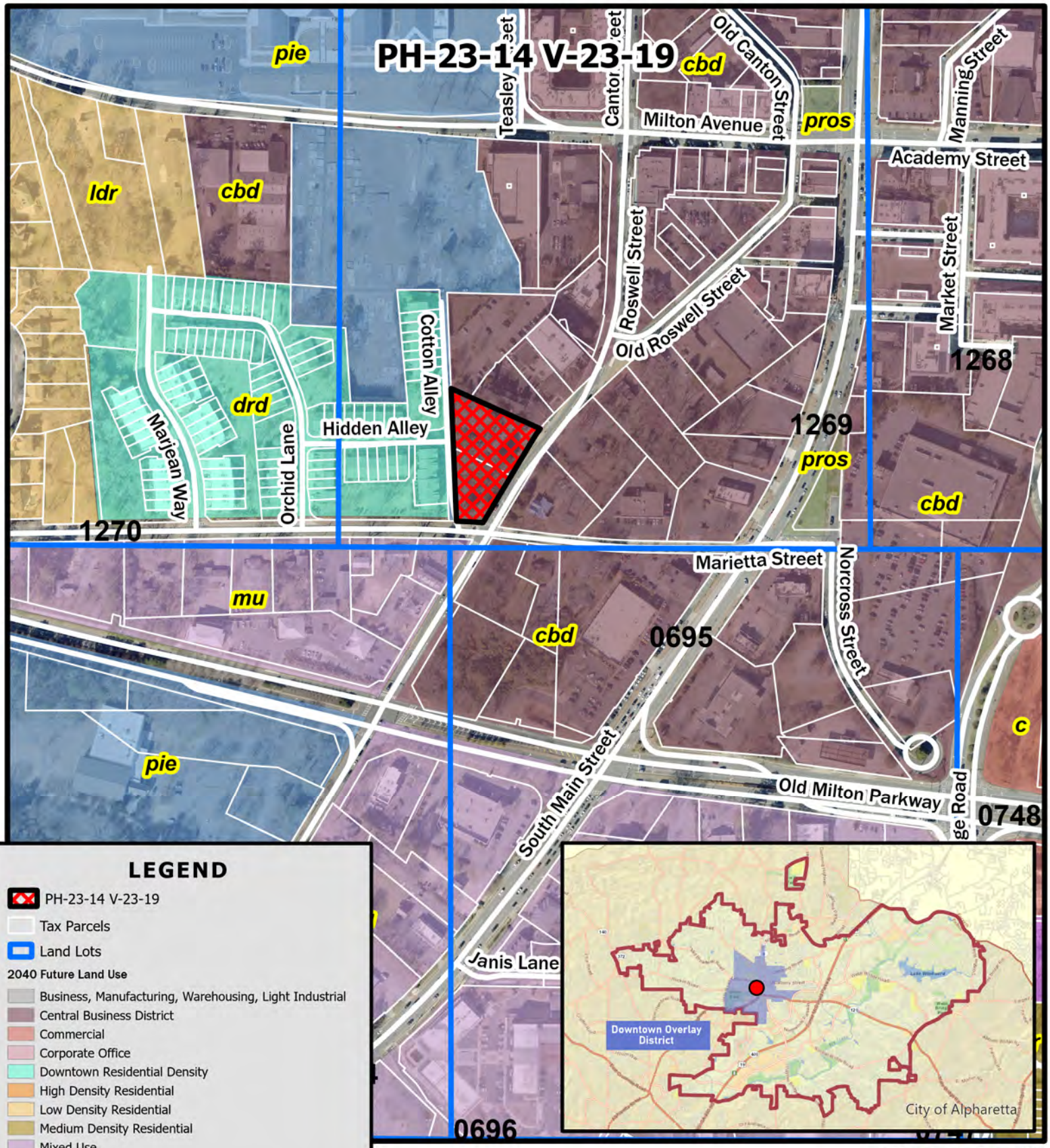


PH-23-14 V-23-19
D/LL: 2/2/1269
CC: 9/25/23

THE CITY OF ALPHARETTA GEORGIA

Zoning Map
75 & 91 Roswell Street

Location Map Provided by:
Community Development - GIS



LEGEND

- PH-23-14 V-23-19
- 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

PH-23-14 V-23-19
D/LL: 2/2/1269
CC: 9/25/23

THE CITY OF ALPHARETTA GEORGIA

Future Land Use Map
75 & 91 Roswell Street

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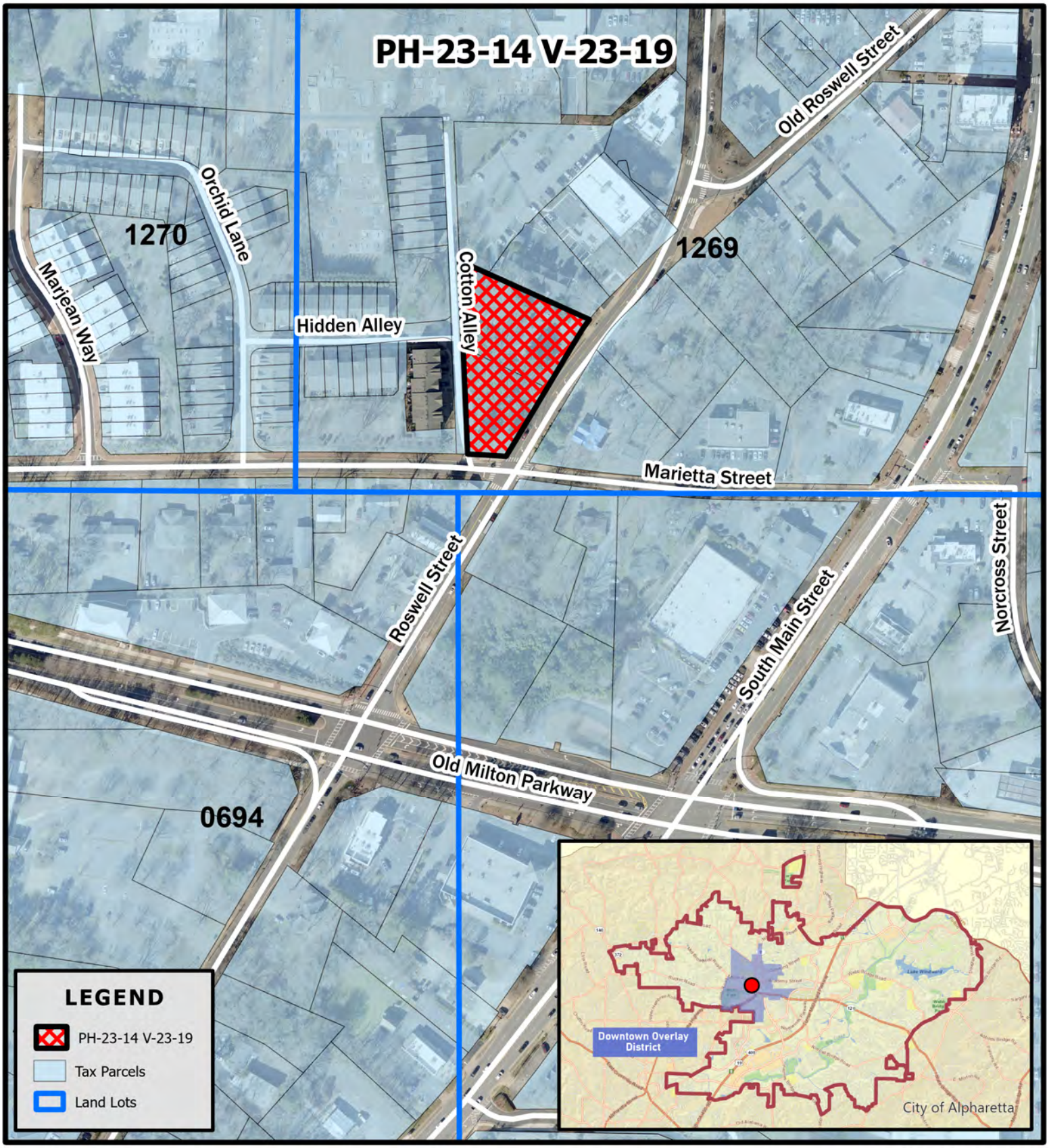

PH-23-14 V-23-19
D/LL: 2/2/1269
CC: 9/25/23

THE CITY OF ALPHARETTA GEORGIA

Location Map
75 & 91 Roswell Street

Location Map Provided by:
Community Development - GIS

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Traci Detchon	2011 Hidden Alley Alpharetta GA	Comments emailed to mayor & city council
Lynne Hicks	12007 Orchid Lane Alpharetta GA	Concerns over parking deck exiting onto Cotton Alley, design not in keeping w/ Alpharetta, needs to be a landscape buffer
Robb McKerrow	2006 Hidden Alley	No reduce buffer No curb cut on Cotton Facade is not historical - poorly scaled Needs to step out Roswell
LOU CIACCIA	12009 ORCHID LAN	FULLY AND UNCONDITIONALLY OPPOSED, USE OF PRIVATE COMMUNITY ROADS FOR COMMERCIAL/VISITOR TRAFFIC POSES A SUBSTANTIAL DANGER FOR RESIDENTS, AND SAFETY-EXIT ON TO MARIETA ST WILL BACK UP AND BLOCK EMERGENCY VEHICLE
LUCINDA ROBERTS	12068 COTTON ALLY	CONSIDER ELEVATING FACADE DESIGN FACING COTTON ALLY
ANDY & SHELLY SOLOMONSON	12046 ORCHID LN	CONCERNED ABOUT PARKING ENTRANCE ON COTTON ALLEY, AND CONSTRUCTION TRAFFIC. ALSO NEED A 4-WAY STOP OR LIGHT AT INTERSECTION, ESP. W/ INCREASED TRAFFIC

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Lea Ann Gross	12090 Cotton Aly	Variance concern - building right to edge of residential neighborhood Parking in/out on Cotton Aly - discharge to private streets in residential
Scott Gross	12090 Cotton Aly	livability of neighborhood negatively affected Too much traffic on priate streets
Ann Sander	12008 Orchid Lane	Strongly oppose - private streets not developed for commercial access.
Trace Taylor	2017 Hidden Alley	Oppose the use of our private roads for this commercial development due to maintenance and safety concerns.
Dorothy Howell	12064 Cotton Alley	STRONGLY oppose, especially as it relates to traffic flow on Cotton Alley as well as Victoria Square as a whole
ANDREW & KOURTNEY WEXLER	12051 ORCHID LANE & 102 MARIETTA STREET	CONCERNED that the parking deck flows into a subdivision. Doesn't seem to align with the citys desire to create a safe environment for young families & walkability.

You want your citizens to feel safe walking around this area. The 2 way stop at the

Dorothy Howell/continued
770.962.4002

: in addition to the traffic concerns, I also believe the intended use of the structure (restaurant along with office + overlooking a parking deck from my residence) will significantly impact my property values. SOLIDLY OPPOSED.

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
William S Hudgins	12072 Cotton Aly Alpharetta, Ga.	It is an inappropriate usage to route a comm venture down a residential street(s). insufficient buffer per city requirements
Maryanne Ciaccia	12069 Orchid Ln Alpharetta, GA 30009	Victoria Square only has ~ 150 Residents. Increasing traffic 4 x is irresponsible government. OPPOSE
Todd + Susan Friez	12021 Orchid Lane Style Alpharetta, GA 30009.	Design does Not Follow Guidelines for Heritage District No access to Cotton Alley No on Street parking on Roswell No MORE OFFICES !!
—	— Storage of	No use of Cotton Alley for Construction Noise abatement garbage for neighborhood too tall @ 51-52'
—	—	altering the Quality of life for V. Square, whereby the Codes say to preserve; protect it Ramp buffer

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Kathy Leinenweber	12066 Cotton Alley	75 + 91 Roswell Street – proposed parking onto Cotton Alley a concern. safety, noise/lighting intrusive, project too sizeable for space + residential buffer known when property acquired. Architecturally inconsistent with historical Alpharetta guidelines. Development leaves little buffer so variance requested major concern
FRITZ LEINENWEBER	12066 COTTON ALLEY	
DAN SPERNAK	12037 ORCHID LA	CONCERN ABOUT NEW CONSTRUCTION TO SMALL TO SITE HOME IN.
FRANCENE TAYLOR	2017 HIDDEN ALLEY	Proposed deck entrance on Cotton Alley is a burden to residential area Trash, noise construction impact Need a wide buffer w significant landscaping to shield deck from view for Cotton Alley homeowners
James Howell	12064 Cotton Alley	Proposed entrance & parking on Cotton Alley are significant concerns. Concerned thru traffic will become an issue. Noise from the restaurant in evening increase traffic concerns- non conformance with Alpharetta Architectural guidelines Rerouting of garage exit to Roswell St
ANDREW BRUGNOLI	12012 ORCHID LANE	

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Tripp & Lucinda Roberts	12068 Cotton Aly	Entrance on Cotton Aly would lead to traffic and safety concerns. Cotton Aly is not designed for thru-traffic. The intersection at Roswell & Marietta is already very dangerous.
"	"	Questions: -Where would dumpster & service areas be located . Start date for construction? - Projected completion date?
"	"	Solution for entrance → Access on Marietta St & Roswell/Maretta should be 4-way Stop
Dexter Edge	2008 Hidden Alley	NO Entrance on Cotton Aly NO construction traffic on Cotton Aly
Roberts	12068 Cotton Aly (cont'd)	Big concerns - Light Pollution from cars in deck -Noise Pollution -construction Parking
"	"	Variance to Cotton Aly does not need to be reduced... ~~This will lead to noise/light~~ -No to Reduce Buffer!

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Bonnie Steadman	255 Vaughan Dr. #220 Alpharetta	Gardner House
Jack Nugent	12082 Cotton Alley Alpharetta, GA	Would be pro this development with access exclusively off Roswell St, better ARCHITECTURE AND NO STAGING IN VICTORIA SQUARE
Kathy Nugent	" "	" "
Ken & Tammy Thomson	2014 Hidden Alley	" "
Lisa Barranca	12034 Orchid Lane	Proposed deck entrance on Cotton Alley is a burden to the residents. Walking area and homes, children playing would be impacted. Construction noise, trash. Need a buffer with significant landscaping.
John Barranca	12034 Orchid Lane	" "

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Matt Smith / Teri Schneider	12048 Orchid Ln.	Concerns at the entrance of the parking garage onto cotton Alley and the resulting traffic. Also the size of the structure on that small of a property. Also the intersection of Marietta + Roswell is dangerous as is. The added traffic and sight lines will make it worse.
Katherine Jackson	12096 Cotton Alley Alpharetta	We are concerned about the parking exits onto cotton alley and additionally about noise and disruptive patrons of the restaurant. Additionally, we have concerns for our neighbors down the street having a negative property value impact due to their views from the front of their homes being overwhelmed by the view of just a parking deck. Will the building have some sort of security, limited access to the parking deck, in order to cut down on the negative impact of noisy patrons and traffic in the deck at night / early morning?
Travis Bish	//	

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

~~V-23-17 / Alpharetta Hotel Holdings/12140 Morris Road~~ 75/91 Roswell St

NAME	ADDRESS	COMMENTS
William Jones	2016 Hidden Ay	If you use Cotton Ay (City owns) the only way to get out is Hidden Ay & Orchid "Privately owned"
Deborah Jones	2016 Hidden Alley	Privately owned 3 story Building on a 15 foot Rise Ends 5 story illegal unless you bribe the City 300,000
Mary Lou Sutton	12094 - Cotton Alley	Too many Beautiful Trees - Traffic from Bldg - Can't Be Dumped into Cotton Alley. Bldg to Big And ugly.

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

~~V-23-17 / Alpharetta Hotel Holdings/12140 Morris Road~~ 75/91 Roswell St

NAME	ADDRESS	COMMENTS
Tim Sutton	12094 - Cotton Alley	Too Much Bldg. for that Small Corner, Access To Cotton Alley Not Good ... Too Many People use to Walk Animals, What about all the Trees!!!

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
WREN FOWLER	12004 ORCHID LANE ALPHARETTA, GA 30009	no suitable location and to close to Victoria Square, etc.
FRANCENE + TRACE TAYLOR	2017 HIDDEN ALLEY ALPHARETTA GA 30009	Entry Traffic Trash + Noise / Construction Traffic + staging
William H Holley	250 MARJEAN WAY	Street Scapes Cross Walks sidewalks
Keith Bagwell	4210 Post Rd Cumm 30040 40 Old Roswell St	
Ken & Tammy Thouson	2014 Hidden Alley	
Debbie + Wily Jones	2016 Hidden Alley Alpharetta GA	

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Roberts, John & Lucinda	12068 Cotton Aly	· Loss of greenery / additional noise & light pollution · Parking garage will be an eyesore directly out living room window · Requested reduced buffer would put the building / Parking way too close. · Plenty of other lots in Alpharetta suitable for ~~this~~
Nicole Rudd	2013 Hidden Ally	Small lot. Already congested Corner is dangerous already
Katherine Jackson Travis Bish	12096 Cotton Aly	Small lot, oversized building for the ~~Sp~~ lot allotted.

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
John Lavretta	10935 S. Kimball Brdg Xing	Concerned about drainage, loss of green space, and noise from the park.
John Skipper	12070 Co How Aly	Having to look out the front directly into a wall of parking lots, Headlights directly into my home, decrease in property value, No variance needs to be made, consider town homes in lieu of current design. ~~How with out~~

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: 75 & 91 Roswell Street

Contact Name: Jason Joseph Telephone: 678-521-6070

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.

See attached summary and sign-in sheets from public meetings.

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)* Phone

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: November 8, 2023

Print Form

75 & 91 Roswell Street
Citizen Participation Plan Summary

The following feedback was received as a result of the Citizen Participation Process:

CZIM August 9, 2023

- See comments attached

CZIM September 13, 2023

- See comments attached

Verbal discussion with citizens at these meetings reflect the same input expressed on the attached pages.

Direct Feedback Received (Verbal)

- Various members of the Victoria Square HOA have expressed both support and concerns.
- The concerns expressed are consistent with those received in the CZIM meetings.
- The support was expressed as welcoming additional restaurant offerings and walkable office space in the downtown area.

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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PH-23-14 / V-23-19 / 75/91 Roswell Street

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PH-23-14 / V-23-19 / 75/91 Roswell Street

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Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

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Maryanne Ciaccia	12069 Orchid Ln Alpharetta, GA 30009	Victoria Square only has ~ 150 Residents. Increasing traffic 4X is irresponsible government. OPPOSE
Todd + Susan FRIEZ	12021 ORCHID LANE Alpharetta, GA 30009.	Design does Not Follow Guidelines for Heritage District No access to Cotton Alley No on Street parking on Roswell No MORE OFFICES !!
———	Storage of	No use of Cotton Alley for Construction Noise abatement garbage for neighborhood too tall @ 51-52'
———		altering the quality of life for V. Square, whereby the Codes say to preserve; protect it Ramp buffers

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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PH-23-14 / V-23-19 / 75/91 Roswell Street

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"	"	Questions: - Where would dumpster & service areas be located - Start date for construction? - Projected completion date?
"	"	Solution for entrance → Access on Marietta St & Roswell/Marietta should be 4-way Stop
Dexter Edge	2008 Hidden Alley	NO Entrance on Cotton Aly NO construction traffic on Cotton Aly
Roberts	12068 Cotton Aly (cont'd)	Big concerns - Light Pollution from cars in deck - Noise Pollution - construction Parking
"	"	Variance to Cotton Aly does not need to be reduced... ~~This will lead to noise/light~~ - No to Reduce Buffer!

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Kathy Leinenweber	12066 Cotton Alley	75 + 91 Roswell Street – proposed parking onto Cotton Alley a concern. safety, noise/lighting intrusive, project too sizeable for space + residential buffer known when
FRITZ LEINENWEBER	12066 COTTON ALLEY	property acquired. Architecturally inconsistent with historical Alpharetta guidelines. Development leaves little buffer so variance requested major concern
DAN SPERNAK	12037 ORCHID LA	CONCERN ABOUT NEW CONSTRUCTION TO SMALL TO SITE HOME IN.
FRANCENE TAYLOR	2017 HIDDEN ALLEY	Proposed deck entrance on Cotton Alley is a burden to residential area Trash, noise construction impact Need a wide buffer w/ significant landscaping to shield deck from view for Cotton Alley homeowners
James Howell	12064 Cotton Alley	Proposed entrance & parking on Cotton Alley are significant concerns. Concerned thru traffic will become an issue. Noise from the restaurant in evening increase traffic concerns- non conformance with Alpharetta Architectural guidelines Rerouting of garage exit to Roswell St
ANDREW BRUGNOLI	12012 ORCHID LANE	

Dorothy Howell/continued
770.962.4002

: in addition to the traffic concerns, I also believe the intended use of the structure (restaurant along with office + overlooking a parking deck from my residence) will significantly impact my property values. SOLIDLY OPPOSED.

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
John Lavretta	10935 S. Kimball Brdg Xing	Concerned about drainage, loss of green space, and noise from the park.
John Skipper	12070 Co How Aly	Having to look out the front directly into a wall of parking lots, Headlights directly into my home, decrease in property value, No variance needs to be made, consider town homes in lieu of current design. ~~How with out~~

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
WREN FOWLER	12004 ORCHID LANE ALPHARETTA, GA 30009	no suitable location and to close to Victoria Square, etc.
FRANCENE + TRACE TAYLOR	2017 HIDDEN ALLEY ALPHARETTA GA 30009	Entry Traffic Trash + Noise / Construction Traffic + staging
William H Holley	250 MARJEAN WAY	Street Scapes Cross Walks sidewalks
Keith Bagwell	4210 Post Rd Cumm 30040 40 Old Roswell St	
Ken & Tammy Thouson	2014 Hidden Alley	
Debbie + Wily Jones	2016 Hidden Alley Alpharetta GA	

Community Zoning Information Meeting (CZIM) **September 13, 2023**

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

PH-23-14/V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Roberts, John & Lucinda	12068 Cotton Aly	· Loss of greenery / additional noise & light pollution · Parking garage will be an eyesore directly out living room window · Requested reduced buffer would put the building / Parking way too close. · Plenty of other lots in Alpharetta suitable for ~~this~~
Nicole Rudd	2013 Hidden Ally	Small lot. Already congested Corner is dangerous already
Katherine Jackson Travis Bish	12096 Cotton Aly	Small lot, oversized building for the ~~Sp~~ lot allotted.

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Bonnie Steadman	255 Vaughan Dr. #220 Alpharetta	Gardner House
Jack Nugent	12082 Cotton Alley Alpharetta, GA	Would be pro this development with access exclusively off Roswell St, better ARCHITECTURE AND NO STAGING IN VICTORIA SQUARE
Kathy Nugent	" "	" "
Ken & Tammy Thomson	2014 Hidden Alley	" "
Lisa Barranca	12034 Orchid Lane	Proposed deck entrance on Cotton Alley is a burden to the residents. Walking area and homes, children playing would be impacted. Construction noise, trash. Need a buffer with significant landscaping.
John Barranca	12034 Orchid Lane	" "

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

PH-23-14 / V-23-19 / 75/91 Roswell Street

NAME	ADDRESS	COMMENTS
Matt Smith / Teri Schneider	12048 Orchid Ln.	Concerns at the entrance of the parking garage onto cotton Alley and the resulting traffic. Also the size of the structure on that small of a property. Also the intersection of Marietta + Roswell is dangerous as is. The added traffic and sight lines will make it worse.
Katherine Jackson	12096 Cotton Alley Alpharetta	We are concerned about the parking exits onto cotton alley and additionally about noise and disruptive patrons of the restaurant.
Travis Bish	11	Additionally, we have concerns for our neighbors down the street having a negative property value impact due to their views from the front of their homes being overwhelmed by the view of just a parking deck.
		Will the building have some sort of security, limited access to the parking deck, in order to cut down on the negative impact of noisy patrons and traffic in the deck at night / early morning?

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

~~V-23-17 / Alpharetta Hotel Holdings/12140 Morris Road~~ 75/91 Roswell St

NAME	ADDRESS	COMMENTS
William Jones	2016 Hidden Ay	If you use Cotton Ay (City owns) the only way to get out is Hidden Ay & Orchid "Privately owned"
Deborah Jones	2016 Hidden Alley	Privately owned 3 story Building on a 15 foot Rise Ends 5 story illegal unless you bribe the City 300,000
Mary Lou Sutton	12094 - Cotton Alley	Too many Beautiful Trees - Traffic from Bldg - Can't Be Dumped into Cotton Alley. Bldg to Big And ugly.

Community Zoning Information Meeting (CZIM) **August 9, 2023**

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

~~V-23-17 / Alpharetta Hotel Holdings/12140 Morris Road~~ 75/91 Roswell St

NAME	ADDRESS	COMMENTS
Tim Sutton	12094 - Cotton Alley	Too Much Bldg. for that Small Corner, Access To Cotton Alley Not Good... Too Many People use to Walk Animals, What about all the Trees!!!

August 9, 2023

RE: PH-23-14 / V-23-19 75 & 91 Roswell Street

Dear :

Please allow this letter to serve as public notice for a change to previous conditions of zoning and variance request at 75 & 91 Roswell Street to allow a 3-story building including a 2,681 SF restaurant, 23,741 SF of office, and structured parking on 1.12 acres in the Downtown.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday, September 13, 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, October 16, 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 678-802-4919.

Sincerely,

Jason Joseph

November 1, 2023

RE: PH-23-14 / V-23-19 75 & 91 Roswell Street

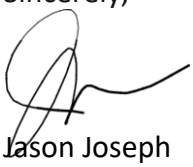
Dear ,

Please allow this letter to serve as public notice for a change to previous conditions of zoning and variance requests at 75 & 91 Roswell Street to allow a 3-story building including a 2,500 SF restaurant, 23,200 SF of office, and structured parking on 1.12 acres in the Downtown. Our requests include removing certain conditions placed on 91 Roswell Street in 2003 which are no longer applicable; a variance to the undisturbed buffer at 75 Roswell Street; modifications to the streetscape standards to better match surrounding properties, as well as to preserve the existing improvements along Cotton Alley; and a request for approval to pay fees for certain parking requirements.

This item will be considered by the City Council on Monday, November 27, 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 678-802-4919.

Sincerely,



Jason Joseph

TO WHOM IT MAY CONCERN
75 ROSWELL ST
ALPHARETTA GA 30009

TO WHOM IT MAY CONCERN
91 ROSWELL ST
ALPHARETTA GA 30009

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

KOVALEV ANDREY & KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

CIACCIA LOUIS & MARYANNE
12009 ORCHID LANE
ALPHARETTA GA 30009

CARTER JOHN HARRISON III
12011 ORCHID LN
ALPHARETTA GA 30009

BRUGNOLI ANDREW & CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

FRIEL TODD & FRIEL SUSAN
12021 ORCHID LANE
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

PRANA VIDA LLC
12023 ORCHID LANE
ALPHARETTA GA 30009

DEMETRIOU CLINTON A & DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

WATSON DAVID E & HAMLIN MARK S
12025 ORCHID LN
ALPHARETTA GA 30004

REINHARDT MICHAEL
12026 ORCHID LANE
ALPHARETTA GA 30009

BALSANO DEBORAH
12028 ORCHID LANE
ALPHARETTA GA 30009

MINER JONATHAN S
12032 ORCHID LN
ALPHARETTA GA 30009

THAYER CURT & THAYER JAMIE SUSAN
12033 ORCHID LANE
ALPHARETTA GA 30009

NALISNICK ADAM DAVID & NALISNICK CAROLINE NICOLE
12035 ORCHID LANE
ALPHARETTA GA 30009

JACK & KATHLEEN NUGENT REVOCABLE TR THE
12082 COTTON ALY
ALPHARETTA GA 30009

BAILEY DIANE C
12084 COTTON ALY
ALPHARETTA GA 30009

HERZ MARCIA
12086 COTTON ALY
ALPHARETTA GA 30009

ZAMMIT SHARMON
12088 COTTON ALY
ALPHARETTA GA 30009

GROSS SCOTT & LEA ANN
12090 COTTON ALY
ALPHARETTA GA 30009

NASO VICKI
12092 COTTON ALY
ALPHARETTA GA 30009

SUTTON MARY LOU & TIMOTHY E
12094 COTTON ALY
ALPHARETTA GA 30009

BISH TRAVIS J & JACKSON KATHERINE E
12096 COTTON ALY
ALPHARETTA GA 30009

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

WOOD I Y CEMETERY
1300 SYLVAN ROAD
ATLANTA GA 30310

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

WINDSONG TOWNHOME COMMUNITY ASSOCIATION INC
1418 DRESDEN DR STE 200
ATLANTA GA 30319

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

DIVERSIFIED INVESTMENT GROUP LLC
1865 BETHANY WAY
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA GA 30009

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

GRANGER STUART A
2006 HIDDEN ALY
ALPHARETTA GA 30009

HINTON MICHAEL E
2007 HIDDEN ALY
ALPHARETTA GA 30009

EDGE JULIAN D III
2008 HIDDEN ALY
ALPHARETTA GA 30009

MOHAMED M YUSUF M & KHEDR SHEREEN M
2009 HIDDEN ALLEY
ALPHARETTA GA 30009

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

DETCHON TRACI L
2011 HIDDEN ALY
ALPHARETTA GA 30009

MINICHIELLO DONALD & MARILYN
2012 HIDDEN ALLEY
ALPHARETTA GA 30004

RUDD NICOLE M
2013 HIDDEN ALY
ALPHARETTA GA 30009

BONIFACE JOHN LAWRENCE JR & BONIFACE DORY ANNA
2015 HIDDEN ALY
ALPHARETTA GA 30009

JONES WILLIAM W & JONES DEBORAH J
2016 HIDDEN ALY
ALPHARETTA GA 30009

TAYLOR TRACE S & TAYLOR FRANCENE H
2017 HIDDEN ALY
ALPHARETTA GA 30009

BROWN MICHAEL & RITA K
205 N ESPLANADE
ALPHARETTA GA 30009

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE STE T 70
ATLANTA GA 30329

KROGH CHRIS J
310 DESTINY TRC
ALPHARETTA GA 30009

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

CARLOS L BAGWELL REVOCABLE TRUST THE
40 ROSWELL ST
ALPHARETTA GA 30009

JWJ REAL ESTATE LLC
45 ROSWELL ST STE A
ALPHARETTA GA 30009

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BLEAKLEY CRAIG & CATHERINE
508 OSCEOLA RD
ROSWELL GA 33756

ARIEL HOLDINGS II FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

PARK PLAZA PARTNERS LLC
65 ROSWELL ST SUITE 300
ALPHARETTA GA 30009

CITY OF ALPHARETTA
6765 KALI CT
SUWANEE GA 30024

DAWSON JERRY W & GRACE
738 MUSTANG DR
HARTWELL GA 30643

VICTORIA SQUARE TOWNHOME ASSOCIATION INC
7380 MCGINNIS FERRY RD STE 200
SUWANEE GA 30024

JCH PROPERTIES LLC
80 MILTON AVE
ALPHARETTA GA 30009-1508

VICTORIA SQUARE TOWNHOME ASSOCIATION INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

From: Todd and Susan Friel
To: Woodman, Michael
Subject: 75/91 Roswell Street Proposal
Date: Wednesday, October 18, 2023 10:46:11 AM

This message needs your attention
• This is their first email to you.
• This is a personal email address.

Mark as Safe | Report this Email | Powered by Mimecast

Hello Mr. Woodman:
My husband and I met you back in August at the first community meeting regarding the Roswell Street proposal. We were so grateful that you were there an patient with all of our questions.
We plan on coming to the November meeting. May I share some concerns:
1. Cotton Alley exit/entrance to parking deck. We have heard that the developer is willing to delete that. This is good, but there is still one more issue this would bring up, and that's #2 below.
2. With one entrance/exit off of Roswell street, our concern is that those drivers who miss the entrance will turn onto Marietta and then immediately turn onto Cotton Alley attempting to enter via the rear of the building. Once on Cotton Alley they will realize there is no way to access and this will increase traffic through our subdivision on private roads. Closure of Cotton Alley at Marietta might be a good idea.
3. The intersection at Marietta and Roswell Road is a BEAST even without this added development. This really needs to be addressed, as it's very dangerous. We walk there many times a week and it's really dicey. Maybe the closer of Cotton Alley at Marietta might help, but it's more a speeding traffic on Roswell street issue. I know there is a study underway and we are eager to see what kinds of options are available to fix this.
4. On street parking. I understand they will do a set back to make room for/allow for the 10 spaces of on street parking, but it's such a narrow road already and the thought of adding pedestrians to this scenario is really quite breathtaking. The pedestrians at the CPR facility across the street take their lives into their own hands when parking on-street. Until speeds are reduced on Roswell Street, pedestrians are at risk.
5. I am the crazy blonde lady that floated the idea of the land being developed as residential. This might alleviate so much of the issues here. I'm thinking along the lines of townhomes like the 1858 project on Cumming Street. The fronts could face Roswell and the rear loading garage would be facing C/A. Of course there would have to be discussions regarding them using VS streets, but that could be worked out with our HOA or even make them part of our development under the control of the VS covenants and monthly dues. Not sure this is in alignment with the land owners desire for rental income, etc. Don't know if the city could encourage a residential plan on this land or not.
6. Is the development plan for 75/91 Roswell less than or equal to 70% of the land. I believe that the land is in the Heritage design area and the buildings can be no more than 70% of the land space. Is there anyway you can confirm that?

Thanks so much for all you do. We really love living in Alpharetta.
Susan Friel
[redacted]

Good morning, Mayor, City Council, Community Development and Zoning!

I am always very happy to see new businesses and amenities coming to the City and was excited to see that a development was proposed for 75 & 91 Roswell Street as it backs up immediately to our street – Cotton Alley. I am looking forward to the potential for a quality project done well and the possibility of yet another great walkable restaurant.

What I sincerely love about everything the City has done and permitted is that it keeps the character of Downtown and it considers the impact on its residents. As much as I'd love to get behind this one as it has been presented, I can't do it. While portions of the building appear to keep some of the character of downtown (like Liberty Hall and the Social Foundation building, portions of it look like portions of Decatur – with a style that may have been popular at the time (60s/70s), but has not aged well - and does not fit the character of downtown Alpharetta – beautiful and timelessly classic. Look at Alpharetta Commons. Look at the Hamilton.

Further, as proposed, the exit on to Cotton Alley puts an undue burden on this particular development's residents. While Cotton Alley itself is a public street, the balance of the development is private. Each homeowner pays a very rich monthly fee to maintain the quality of the development as it is private – for streets, landscaping, storm water runoff, and LIABILITY INSURANCE, etc.

The address of this new development is 75 and 91 Roswell Street – not Cotton Alley. I would ask that as you consider this development, please ensure that the residents of Victoria Square are not unduly burdened with additional traffic from a private development which is not a part of ours.

We all moved to downtown Alpharetta for the great lifestyle it offers. I cannot speak for the rest of the residents, but I can get behind a quality, thoughtful development at 75 & 91 Roswell provided there is no additional burden placed on our neighborhood, and if it keeps with the character of historic downtown. Absent these considerations, I expect to be vocally opposed.

I sincerely respect and trust your judgment. However, I wanted to share my perspective and ask that you place yourselves in the mindset of the residents of Victoria Square as you consider this new development.

Again, I am opposed as presented as it does not keep with the character of historic downtown and places an undue/unfair burden on a private neighborhood by another private developer.

(As you know, I try to see both sides of the picture. Again, 100% against it as presented. However, if the City deems that they will move forward, there cannot be ANY construction staging in our neighborhood. Seriously. We had to deal with two years of 55 & 61 Roswell taking over the parking lot adjacent to Made and were never made aware that it had been permitted. Further, though I believe it would be wildly inappropriate of the City to force a private neighborhood to deal with the traffic generated by another private development not a part of our neighborhood, there MUST BE INITIAL AND ONGOING COMPENSATION RUNNING WITH THE LAND. This is my thought only and I DO NOT HAVE THE ABILITY TO SPEAK FOR THE NEIGHBORHOOD. However, what might be fair:

Our 69 households pay $324 per month, or $22,356 per month in total. Those 69 households likely generate 138 trips per day. The developer's own materials use a number (I do not have it in front of me) of I believe 450 trips per day. That 450 is 76% of the trips. I do not have Victoria Square's budget in front of me. However, I would imagine that approximately 50% of our budget is for true common area issues (not building specific). That being the case, $22,536 x 50% x 76% = $8,555 per month would be the developer's expected minimum contribution to the Victoria Square Association. I would suggest that it be fixed and tied to the CPI. Further, any staging activity would incur hefty fines and immediate removal and enforcement by the City.)

Thank you for you consideration of my thoughts. I expect that there will be a sizable, vocal turnout for the community meeting. Like all of you, I love Alpharetta's character and its elected official's' (and staff's) concern for doing what is right and best for its residents. Again, if the developer changes the feel to true downtown Alpharetta and do not burden Victoria Square with traffic and staging, I'd likely be vocally for it.

Jack Nugent

12082 Cotton Alley

Victoria Square

[redacted]

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: Jason Joseph

Telephone: 678-521-6070

Address: 6260 Avalon Boulevard

Suite:

City: Alpharetta, GA

State:

Zip: 30009

Fax:

Mobile Tel: 678-521-6070

Email: jj@trilogvic.com

Subject Property Information:

Address: 75 Roswell Street & 91 Roswell Street

Current Zoning: C-2

District: 2nd

Section: 2nd

Land Lot: 1269

Parcel ID: 22 482312690286 & 22 482312690278

Proposed Zoning: C-2

Current Use: Existing commercial office (75 Roswell St) and vacant land (91 Roswell St)

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

- ☐ Conditional Use
- ☐ Rezoning
- ☑ Variance
- ☐ Exception
- ☐ Master Plan Amendment
- ☐ Master Plan Review
- ☐ Public Hearing
- ☐ Other *(Specify)*: Modification of conditions on 91 Roswell Street
- ☐ Comprehensive Plan Amendment

Applicant Request And Intent

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

A new two-story office building with lower level restaurant and rooftop amenity deck.

Applicant's Request (Please itemize the proposal):

91 Roswell Street was rezoned from R-10M to C2 in December 2003, with conditions (case # Z-03-13/V-03-25). These conditions no longer align with the current owner's plans for the properties. The request specifically includes:

1. Maintain existing C-2 zoning and variance from the 50-foot undisturbed buffer adjacent to residential property granted to 91 Roswell Street in 2003.
2. Remove conditions from 91 Roswell Street specific to an existing home that has since been demolished.
3. Add a variance to eliminate the 50-foot undisturbed buffer along the rear of 75 Roswell Street.
4. Modify various streetscape regulations as specified on the Site Plan (C300) prepared by Plum Creek Consulting and attached to this application.
5. Reduce landscape strip along Cotton Alley from 10-feet to 7.5 feet.
6. Address parking shortfall through the Public Hearing process via the "parking in-lieu fees" provision of the UDC. (See attached Site Plan for calculations).

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

This proposal would facilitate a more comprehensive and uniform development pattern in downtown Alpharetta. By removing the 2003 conditions placed on 91 Roswell Street, the properties could be combined, allowing for the construction of:

2-stories of office space
Rooftop amenity deck
Basement restaurant, facing a new corner pocket park at the intersection of Roswell Street and Marietta Street

The existing conditions placed on 91 Roswell Street are specific to a home that existed on the property in 2003. Prior to the current owner's acquisition of the parcel, a previous owner had the home demolished. Therefore, the property cannot be developed with its current zoning due to conditions placed that are specific to the home.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Diversified Investment Group LLC & Diversified Investment Group REH LLC

Telephone: 630-918-8465

Address: 1865 Bethany Way

Suite:

City Alpharetta

State: GA

Zip: 30004 -

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 Joseph

Telephone: 678-521-6070

Address: 6260 Avalon Boulevard

Suite:

City Alpharetta

State: GA

Zip: 30009 -

So Sworn and Attested:

Owner Signature: [signature] Fulton, President Diversified Investment Group LLC & REH LLC.

Date: 7/5/2023

Notary:

Brian Levitan
Notary Public, Fulton County, Georgia
My Commission Expires 10/01/2023

Notary Signature: [signature]

Date: 7/5/2023

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Jason Joseph

Subject Public Hearing Case: 75 & 91 Roswell Street

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 1/5/23

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Alpharetta Planning Commission Review Criteria

How will this proposal be compatible with surrounding properties?

This proposal will be consistent with established development patterns along Roswell Street. A new office building with ground-level restaurant and retail was constructed at 55 Roswell Street (immediately to the north) in 2018. Pure Taqueria, located immediately to the south, has been a neighborhood mainstay since 2005, including the addition of "Next to Pure" and most recently Theo Brothers Bakery. This proposal includes a small restaurant (2,600 sf) facing a pocket park at the southern end of the property (facing Pure) and office space at the northern end of the parcel (facing 55 Roswell St). The setbacks, heights and uses are compatible and transition well between recent developments in the area.

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

This proposal will enhance the sue and value of surrounding properties by providing additional dining options and office space within the walkable downtown district.

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

Unfortunately, the property cannot be developed reasonably given the conditions attached to the 2003 zoning approval for 91 Roswell Street. The 2003 application and resulting conditions were predicated on an existing home being renovated into a restaurant. A previous owner removed the home (approximately 2007, based on historical photographs), rendering the conditions unable to be met.

This proposal does include a similarly sized and situated restaurant use, additional green space and the inclusion of office space toward the 75 Roswell Street side of the property.

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

No increase in population would occur. Traffic volumes will decrease as a result of removing the existing office from 75 Roswell Street and increase as a result of the new construction. A net increase of 488 trips per day will occur (see Trip Generation Report, attached)

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

No impact to schools would occur. Existing utility networks (water, sewer, power, gas, telecommunications) have adequate capacity to serve the planned improvements.

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

The Future Land Use Map shows this property landing in the "Central Business District", or "CBD". This area is defined in the 2040 Comprehensive Plan as "In the Downtown Overlay, mixed use development typical of a traditional downtown, including offices, shops, residences, and civic uses." The property also lies within the Heritage Design Area.

The proposed plan includes offices, shops (restaurant) and civic use (pocket park). The new building meets the Building Coverage requirements; respects neighboring properties in regards to setbacks and meets the Building Height requirement.

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

Existing zoning conditions applicable to 91 Roswell Street would prevent the property from being reasonably developed. This request includes removing those conditions to allow for a development that is more compatible with the City's Future Land Use Plan.

Existing topography is significant (20+ feet in elevation change) for properties of this size, which would prohibit reasonable development as separate parcels.

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

Board Of Zoning Appeals Review Criteria

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

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

There are exceptional conditions related to the property:

1. Topography - there is over 10-feet of vertical relief across the Roswell Street frontage and over 20-feet of vertical relief from Roswell Street in the front to Cotton Alley in the rear. This characteristic requires that the improvements be built into the land, limiting access to Roswell Street. Application of the 50-foot undisturbed buffer would exacerbate the elevation challenges and limit the owner's options for reasonable development plans.

2. Shape - the property is long and shallow. The lot has a width of approximately 250-feet, with a depth of 200-feet on one end and only 50-feet on the other (at Marietta Street). Application of the 50-foot undisturbed buffer would render the southern portion unusable.

3. Cotton Alley - the lot has three road frontages: Roswell Street, Marietta Street and Cotton Alley. Although Cotton Alley is considered a public street, this is by way of easement. The rear lot lines of both 75 and 91 Roswell Street parcels run along the centerline of Cotton Alley.

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

Yes. Application of the Zoning Code standards, as written, would prevent any development on 91 Roswell Street and severely limit the useful options for 75 Roswell Street.

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

Yes. See items described above.

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.

Relief, if granted, would not cause detriment to the public good. The purpose and intent of the Zoning Code would also be upheld. The proposed development for these properties would be consistent with surrounding properties and add value to the community as a whole.

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: 75 & 91 Roswell Street

Contact Name: Jason Joseph Telephone: 678-521-6070

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

See attached list

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

- [x] Letter
- [x] 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.

TO WHOM IT MAY CONCERN
75 ROSWELL ST
ALPHARETTA GA 30009

TO WHOM IT MAY CONCERN
91 ROSWELL ST
ALPHARETTA GA 30009

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

KOVALEV ANDREY & KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

CIACCIA LOUIS & MARYANNE
12009 ORCHID LANE
ALPHARETTA GA 30009

CARTER JOHN HARRISON III
12011 ORCHID LN
ALPHARETTA GA 30009

BRUGNOLI ANDREW & CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

FRIEL TODD & FRIEL SUSAN
12021 ORCHID LANE
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

PRANA VIDA LLC
12023 ORCHID LANE
ALPHARETTA GA 30009

DEMETRIOU CLINTON A & DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

WATSON DAVID E & HAMLIN MARK S
12025 ORCHID LN
ALPHARETTA GA 30004

REINHARDT MICHAEL
12026 ORCHID LANE
ALPHARETTA GA 30009

BALSANO DEBORAH
12028 ORCHID LANE
ALPHARETTA GA 30009

MINER JONATHAN S
12032 ORCHID LN
ALPHARETTA GA 30009

THAYER CURT & THAYER JAMIE SUSAN
12033 ORCHID LANE
ALPHARETTA GA 30009

NALISNICK ADAM DAVID & NALISNICK CAROLINE NICOLE
12035 ORCHID LANE
ALPHARETTA GA 30009

JACK & KATHLEEN NUGENT REVOCABLE TR THE
12082 COTTON ALY
ALPHARETTA GA 30009

BAILEY DIANE C
12084 COTTON ALY
ALPHARETTA GA 30009

HERZ MARCIA
12086 COTTON ALY
ALPHARETTA GA 30009

ZAMMIT SHARMON
12088 COTTON ALY
ALPHARETTA GA 30009

GROSS SCOTT & LEA ANN
12090 COTTON ALY
ALPHARETTA GA 30009

NASO VICKI
12092 COTTON ALY
ALPHARETTA GA 30009

SUTTON MARY LOU & TIMOTHY E
12094 COTTON ALY
ALPHARETTA GA 30009

BISH TRAVIS J & JACKSON KATHERINE E
12096 COTTON ALY
ALPHARETTA GA 30009

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD STE 202 #317
ALPHARETTA GA 30004

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

WOOD I Y CEMETERY
1300 SYLVAN ROAD
ATLANTA GA 30310

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

WINDSONG TOWNHOME COMMUNITY ASSOCIATION INC
1418 DRESDEN DR STE 200
ATLANTA GA 30319

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

DIVERSIFIED INVESTMENT GROUP LLC
1865 BETHANY WAY
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA GA 30009

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

GRANGER STUART A
2006 HIDDEN ALY
ALPHARETTA GA 30009

HINTON MICHAEL E
2007 HIDDEN ALY
ALPHARETTA GA 30009

EDGE JULIAN D III
2008 HIDDEN ALY
ALPHARETTA GA 30009

MOHAMED M YUSUF M & KHEDR SHEREEN M
2009 HIDDEN ALLEY
ALPHARETTA GA 30009

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

DETCHON TRACI L
2011 HIDDEN ALY
ALPHARETTA GA 30009

MINICHIELLO DONALD & MARILYN
2012 HIDDEN ALLEY
ALPHARETTA GA 30004

RUDD NICOLE M
2013 HIDDEN ALY
ALPHARETTA GA 30009

BONIFACE JOHN LAWRENCE JR & BONIFACE DORY ANNA
2015 HIDDEN ALY
ALPHARETTA GA 30009

JONES WILLIAM W & JONES DEBORAH J
2016 HIDDEN ALY
ALPHARETTA GA 30009

TAYLOR TRACE S & TAYLOR FRANCENE H
2017 HIDDEN ALY
ALPHARETTA GA 30009

BROWN MICHAEL & RITA K
205 N ESPLANADE
ALPHARETTA GA 30009

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE STE T 70
ATLANTA GA 30329

KROGH CHRIS J
310 DESTINY TRC
ALPHARETTA GA 30009

ENCANTAMAR LLC
33785 SCHAKLETON ISLE
DANA POINT CA 92629

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

CARLOS L BAGWELL REVOCABLE TRUST THE
40 ROSWELL ST
ALPHARETTA GA 30009

JWJ REAL ESTATE LLC
45 ROSWELL ST STE A
ALPHARETTA GA 30009

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BLEAKLEY CRAIG & CATHERINE
508 OSCEOLA RD
ROSWELL GA 33756

ARIEL HOLDINGS II FIFTY FOUR ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

PARK PLAZA PARTNERS LLC
65 ROSWELL ST SUITE 300
ALPHARETTA GA 30009

CITY OF ALPHARETTA
6765 KALI CT
SUWANEE GA 30024

DAWSON JERRY W & GRACE
738 MUSTANG DR
HARTWELL GA 30643

VICTORIA SQUARE TOWNHOME ASSOCIATION INC
7380 MCGINNIS FERRY RD STE 200
SUWANEE GA 30024

JCH PROPERTIES LLC
80 MILTON AVE
ALPHARETTA GA 30009-1508

VICTORIA SQUARE TOWNHOME ASSOCIATION INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

PLUM CREEK CONSULTING

November 1, 2023

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

RE: Application of Jason Joseph for Modification of Variances to 91 Roswell Street, zoned C-2, (0.445± acres); Variances for 91 Roswell Street and 75 Roswell Street, zoned C-2, (0.674± acres); and, request for Public Hearing for "Parking Payment in-lieu Fees", City of Alpharetta, Georgia; Letter of Intent

Dear Mayor and Councilmembers:

This firm represents Jason Joseph, Applicant, who is seeking modification to existing Variances (91 Roswell Street); requesting Variances (75 & 91 Roswell Street); and requesting a Public Hearing for Parking Payment in-lieu Fees for said properties. This letter shall be construed as the Letter of Intent for this Application.

The subject properties are zoned C-2 and contain approximately 1.119± acres in total and are located on Roswell Street, in the Heritage Area of Downtown Alpharetta. The parcel located at 91 Roswell Street was rezoned to C-2, with conditions, in 2003 based on an application to renovate an existing home into a restaurant use. A previous property owner removed the existing home in 2007, rendering many of the previous conditions unachievable.

PLUM CREEK CONSULTING

Applicant proposes to modify the conditions on 91 Roswell Street by removing those directly applicable to renovation of the removed home and those that cite requirements which are now required by Code. Applicant's proposal also includes 75 Roswell Street and thereby requests that such modifications apply accordingly. Variances are sought to the undisturbed buffer for 75 Roswell Street and to maintain the same buffer variance as currently approved for 91 Roswell Street. Variances are also sought to the streetscape regulations and landscape strips. A Public Hearing is also requested to allow for payment of in-lieu fees to address a shortfall in the required parking.

The impact on the surrounding area would be positive. Development in the area includes an office-retail building to the north (55 Roswell Street); Pure Taqueria, Next to Pure and Theo Brothers Bakery to the south; professional offices to the east; and existing townhomes to the west. Front, side and rear setbacks are similar to those existing on surrounding properties.

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

The granting of these Variance Modifications and Variances will have no negative impact on adjoining or nearby properties, but will provide a compatible, attractive use to the downtown area and increased property values. This development will not unduly tax any City of Alpharetta services, including, but not limited to, fire and police protection, and garbage collection. Presently water and sewer services are available through Fulton County where adequate capacities exist. The use change will have no impact on the Fulton County School System. The design continues the trend of providing quality mixed use buildings in Downtown Alpharetta in an environment that is compatible and cohesive with the surrounding community. This Application, if approved, provides benefit to the City, its citizens and the Applicant.

It is the position of the Applicant that the proposed Application complies with the City of Alpharetta's Future Land Use Plan as to design and use. Constitutional Objections are attached hereto as Exhibit A and made a part hereof by reference.

Applicant respectfully requests that the Mayor and City Council approve this Application for the Variances requested to allow the use of the property as indicated on the "Site Plan", attached to the Application.

Sincerely,

Plum Creek Consulting, LLC
Chris K. Owens, PE

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

75 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Marietta Street and continuing along said right of way of Roswell Street for the following courses and distances: N55°40'18"E a distance of 28.52 to a concrete monument found; thence N31°16'26"E a distance of 98.53 feet to a point; thence along a curve to the right, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of N32°46'15"E 30.60 feet, to an iron pin set and the POINT OF BEGINNING; thence leaving said right of way of Roswell Street N61°22'05"W a distance of 174.33 feet to a nail set; thence N02°57'06"W a distance of 143.13 feet to a nail set; thence S65°14'21"E a distance of 257.52 feet to a concrete monument found; thence S66°50'59"E a distance of 10.22 feet to a concrete monument found on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: S30°50'54"W a distance of 29.13 feet to a concrete monument found; thence S37°10'06"W a distance of 112.43 feet to the POINT OF BEGINNING. Said tract contains 29,343 square feet or 0.674 acre and is shown as "Tract 1" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

91 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Roswell Street and continuing along said right of way of Marietta Street N87°47'09"W a distance of 50.60 feet to an iron pin set; thence leaving said right of way of Marietta Street N03°05'01"W a distance of 207.91 feet to a nail set; thence S61°22'05"E a distance of 174.33 feet to an iron pin set on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: along a curve to the left, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of S32°46'15"W 30.60 feet, to a point; thence S31°16'26"W a distance of 98.53 feet to a concrete monument found; thence S55°40'18"W a distance of 28.52 feet to the POINT OF BEGINNING. Said tract contains 19,398 square feet or 0.445 acre and is shown as "Tract 2" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

GENERAL NOTES~

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 5.7 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 76,850. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GTS-235.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 283,213.

UNLESS OTHERWISE INDICATED, ALL I.P.'s ARE ½" REBARS.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD HAZARD MAP", COMMUNITY PANEL NO. 13121C 0058 F, DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD BARTON SURVEYING, INC. HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

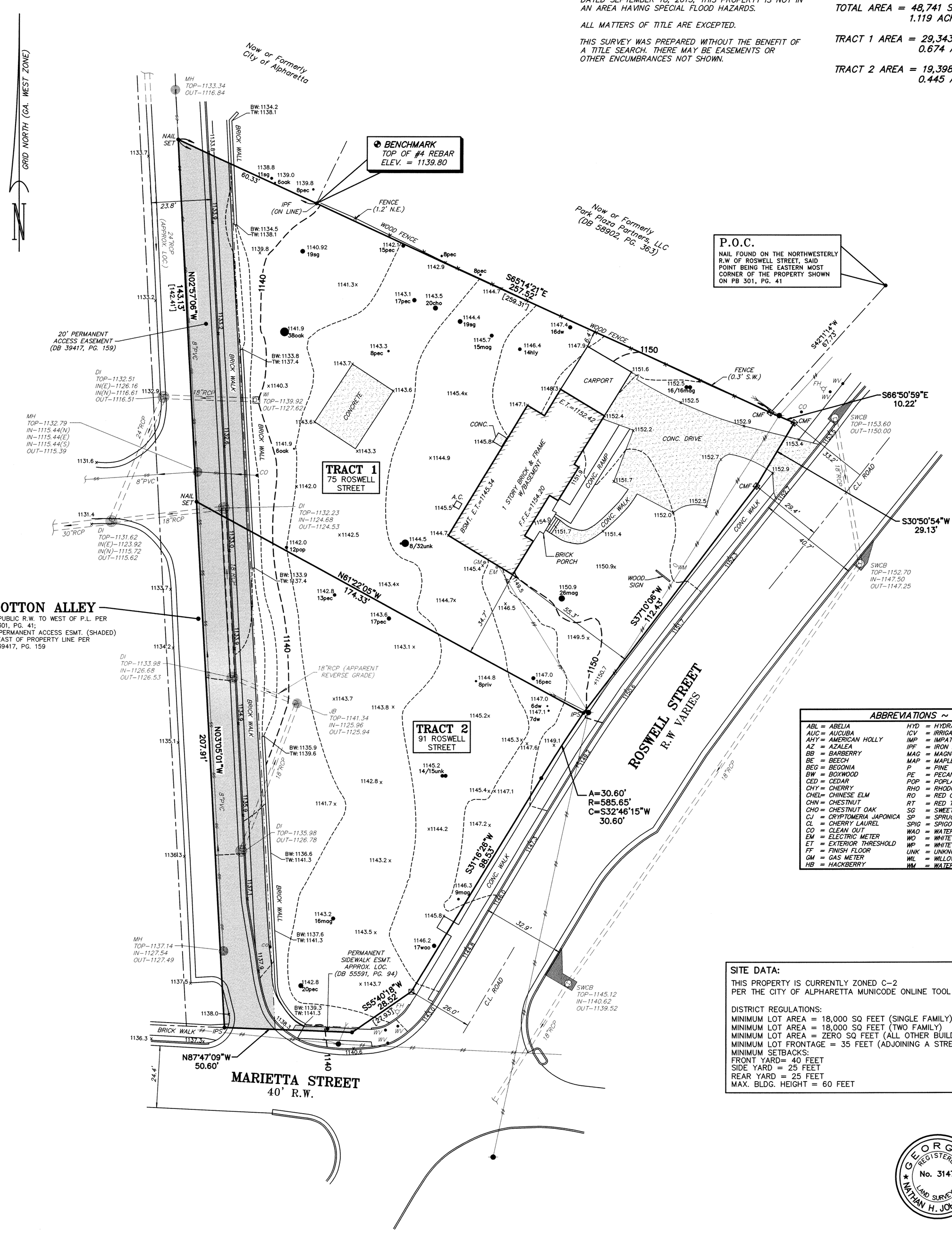
REFERENCES:
1) DB 54426, PG. 146
2) DB 33416, PG. 1
3) DB 55591, PG. 94
4) DB 39417, PG. 159
5) PB 301, PG. 41

[259.31'] = RECORD DISTANCE

TOTAL AREA = 48,741 SQ. FT.
1.119 ACRES

TRACT 1 AREA = 29,343 SQ. FT.
0.674 ACRE

TRACT 2 AREA = 19,398 SQ. FT.
0.445 ACRE



ABBREVIATIONS ~			
ABL	= ABELIA	HYD	= HYDRANGEA
AUC	= AUCUBA	ICV	= IRRIGATION CONTROL VALVE
AHY	= AMERICAN HOLLY	IMP	= IMPATIENS
AZ	= AZALEA	IPF	= IRON PIN FOUND
BB	= BARBERRY	MAG	= MAGNOLIA
BE	= BEECH	MAP	= MAPLE
BEG	= BEGONIA	P	= PINE
BW	= BOXWOOD	PE	= PECAN
CED	= CEDAR	POP	= POPLAR
CHY	= CHERRY	RHO	= RHODODENDRON
CHEL	= CHINESE ELM	RO	= RED OAK
CHN	= CHESTNUT	RT	= RED TIP
CHO	= CHESTNUT OAK	SG	= SWEET GUM
CJ	= CRYPTOMERIA JAPONICA	SP	= SPRUCE
CL	= CHERRY LAUREL	SPIG	= SPIGOT
CO	= CLEAN OUT	WAO	= WATER OAK
EM	= ELECTRIC METER	WO	= WHITE OAK
ET	= EXTERIOR THRESHOLD	WP	= WHITE PINE
FF	= FINISH FLOOR	UNK	= UNKNOWN
GM	= GAS METER	WIL	= WILLOW
HB	= HACKBERRY	WM	= WATER METER

SITE DATA:

THIS PROPERTY IS CURRENTLY ZONED C-2
PER THE CITY OF ALPHARETTA MUNICODE ONLINE TOOL

DISTRICT REGULATIONS:
MINIMUM LOT AREA = 18,000 SQ FEET (SINGLE FAMILY)
MINIMUM LOT AREA = 18,000 SQ FEET (TWO FAMILY)
MINIMUM LOT AREA = ZERO SQ FEET (ALL OTHER BUILDINGS)
MINIMUM LOT FRONTAGE = 35 FEET (ADJOINING A STREET)
MINIMUM SETBACKS:
FRONT YARD= 40 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET
MAX. BLDG. HEIGHT = 60 FEET

GEORGIA REGISTERED No. 3147 LAND SURVEYOR NATHAN H. JOHNSTON

ADDRESS:
75 & 91 ROSWELL STREET
ALPHARETTA, GA 30009

LEGEND		
IPF	=	1/2" REBAR FND.
IPS	=	1/2" REBAR SET
R.W.	=	RIGHT OF WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
L.L.L.	=	LAND LOT LINE
C.L.	=	CENTERLINE
CT	=	CRIMP TOP PIPE
OT	=	OPEN TOP PIPE
CMP	=	CORRUGATED METAL PIPE
RCP	=	REINFORCED CONCRETE PIPE
DI	=	DROP INLET
JB	=	JUNCTION BOX
MH	=	MANHOLE
CB	=	CATCH BASIN
BM	=	BENCHMARK
PP	=	POWER POLE
FH	=	FIRE HYDRANT
CMF	=	CONCRETE MONUMENT FND.
B.C.	=	BACK OF CURB
E.P.	=	EDGE OF PAVEMENT
FEN	=	FENCE
O.H.	=	OVERHEAD ELEC. SERVICE LINE
B.L.	=	BUILDING LINE
U.G.	=	UNDERGROUND POWER LINE
TX	=	TRANSFORMER

BOUNDARY AND TOPOGRAPHIC SURVEY FOR

LAWSON FINLAYSON

LOCATED IN LAND LOT 1269
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
FEBRUARY 7, 2020 1"=20'

20 10 0 20 40 60

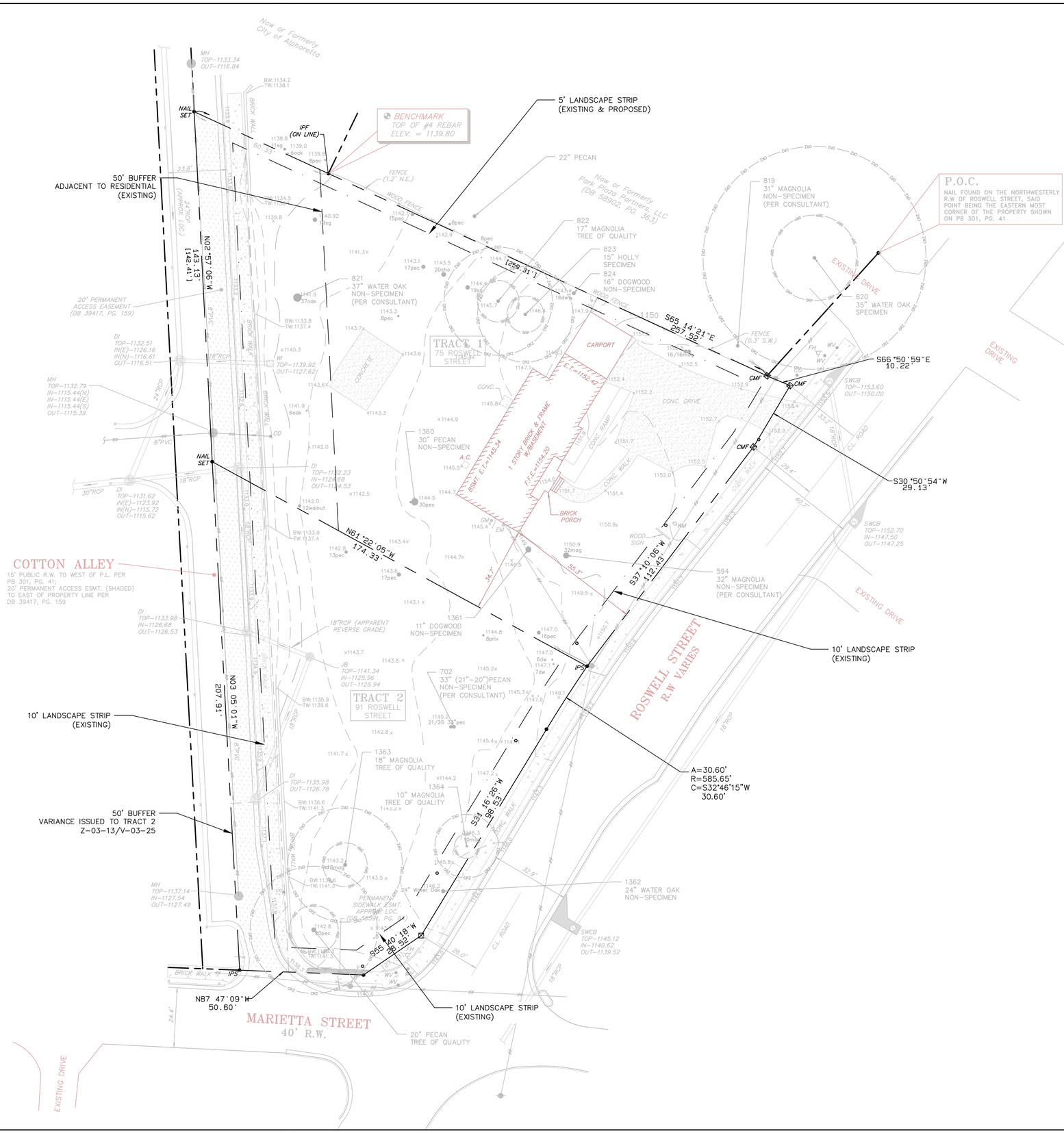
SCALE IN FEET
VERTICAL DATUM IS NAVD 88.
CONTOUR INTERVAL = 2 FT.

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

2-20-2020
NATHAN H. JOHNSTON, GA. RLS No. 3147

JOB # 20-008	DRAWN BY: JO	FIELD CREW: CW/PW
FIELD DATE: 02-07-20	PLAT PREPARED: 02-19-20	

BARTON SURVEYING INC.
3005 HOLLY SPRINGS PARKWAY, SUITE 101
CANTON, GEORGIA 30115
(770) 345-2810
(LICENSE No. LSF 000151)



REVISIONS

NO.	DATE

DATE: 11/01/2023

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Roswell Street Office

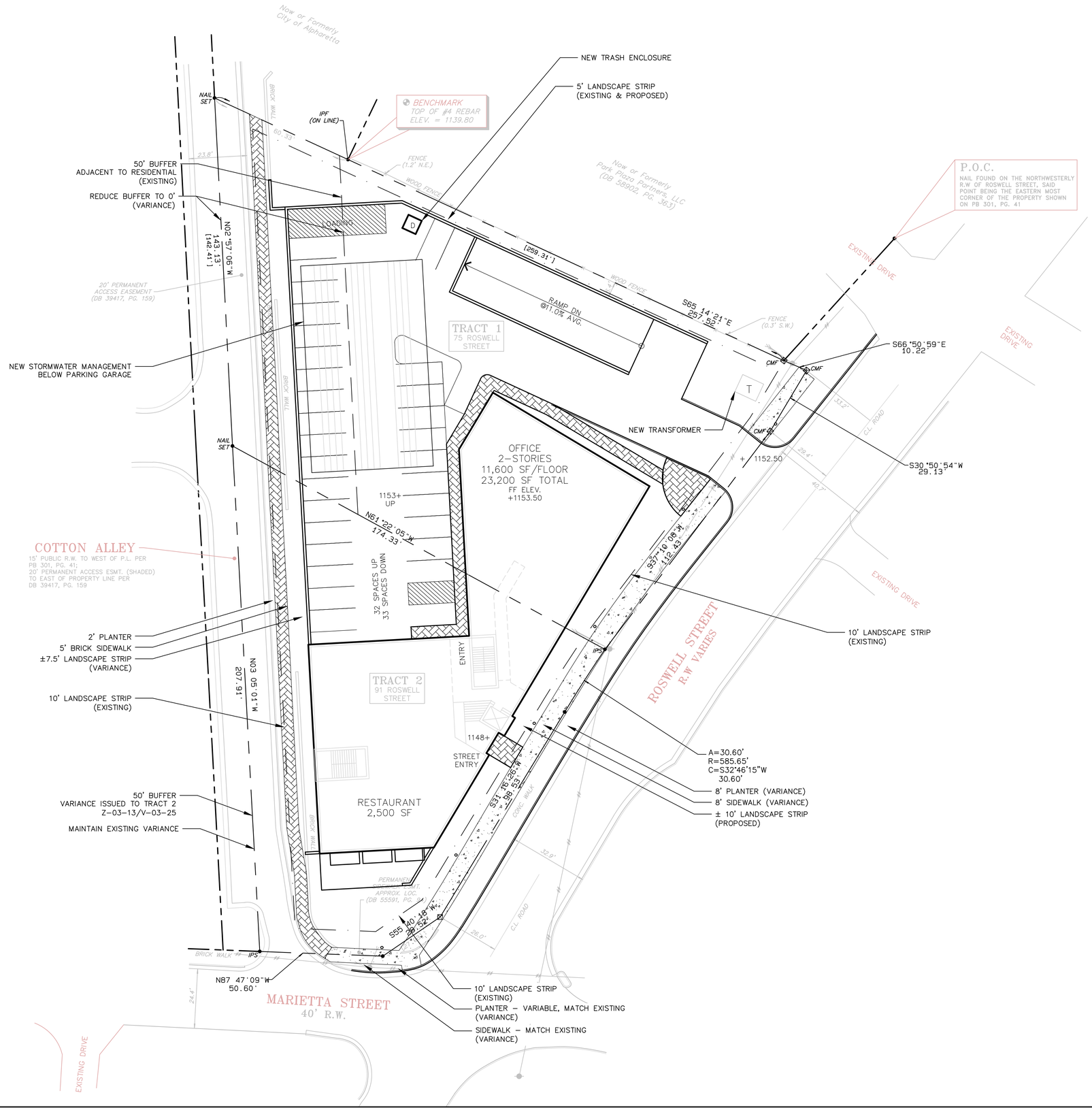
PREPARED FOR
JASON JOSEPH
6280 AVALON BOULEVARD
ALPHARETTA, GA 30009

EXISTING CONDITIONS PLAN

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 519-6508 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	23-119

SHEET
C100



SITE DATA:

TRACT 1 = 29,343 S.F.
0.674 AC

TRACT 2 = 19,398 S.F.
0.445 AC

TOTAL = 48,741 S.F.
1.119 AC

ZONING: C2

EXISTING HOME ON TRACT 1 = 1,950 SF
ONE STORY PLUS BASEMENT

PROPOSED BUILDING
2-STORIES OFFICE = 23.200 SF
RESTAURANT = 2,500 SF
ELEVATOR LOBBY = 1,874 SF
HEIGHT = 46 FT

SETBACKS FOR C-2
FRONT = CONDITIONAL
SIDE = CONDITIONAL
REAR = 10 FEET

LOT COVERAGE BY PRINCIPAL BUILDINGS
ALLOWED = 70% (34,118 S.F.)
PROPOSED = 62% (30,147 S.F.)

IMPERVIOUS AREA = ±35,500 S.F.
STORMWATER MANAGEMENT TO BE PROVIDED UNDERGROUND BELOW LOWER LEVEL PARKING.

THE PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FIRM MAP NUMBER 13121C0058F, EFFECTIVE 09/18/2013

STREETSCAPE REQUIREMENTS
ROSWELL STREET & COTTON ALLEY:
8' ON STREET PARKING
6' PLANTER
10' SIDEWALK
MARIETTA STREET:
6' PLANTER
10' SIDEWALK

PARKING

REQUIRED PARKING:

USE	AREA	RATE	TOTALS
LEVEL 1 RESTAURANT	2,500 S.F.	2 PER 1,000 S.F.	5
LEVEL 1 ELEVATOR LOBBY	1,874 S.F.	2 PER 1,000 S.F.	4
LEVEL 2 OFFICE	11,600 S.F.	3 PER 1,000 S.F.	35
LEVEL 3 OFFICE	11,600 S.F.	3 PER 1,000 S.F.	35
			79

PROVIDED PARKING = 65 SPACES (82%)

ITEMS REQUESTED:
1. MAINTAIN EXISTING C-2 ZONING AND VARIANCE FROM 50-FOOT BUFFER (91 ROSWELL STREET)
2. REMOVE CONDITIONS FROM 91 ROSWELL STREET SPECIFIC TO AN EXISTING HOME.
3. VARIANCE TO THE 50-FOOT BUFFER ALONG COTTON ALLEY SIDE OF 75 ROSWELL STREET.
4. MODIFY STREETSCAPES:
ROSWELL STREET - 8' PLANTER, 8' SIDEWALK, ±10' LANDSCAPE STRIP
MARIETTA STREET - VARIABLE PLANTER, 5' SIDEWALK (MATCH EXISTING), ±10' LANDSCAPE STRIP
COTTON ALLEY - 2' PLANTER, 5' BRICK SIDEWALK, ±7.5' LANDSCAPE STRIP
5. ALLOW "PARKING IN-LIEU" FEES TO BE PAID FOR DEFICIT IN REQUIRED PARKING (VIA PUBLIC HEARING).

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

REVISIONS

NO.	DATE

DATE: 10/10/2023

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Roswell Street Office

PREPARED FOR
JASON JOSEPH
6280 AVALON BOULEVARD
ALPHARETTA, GA 30009

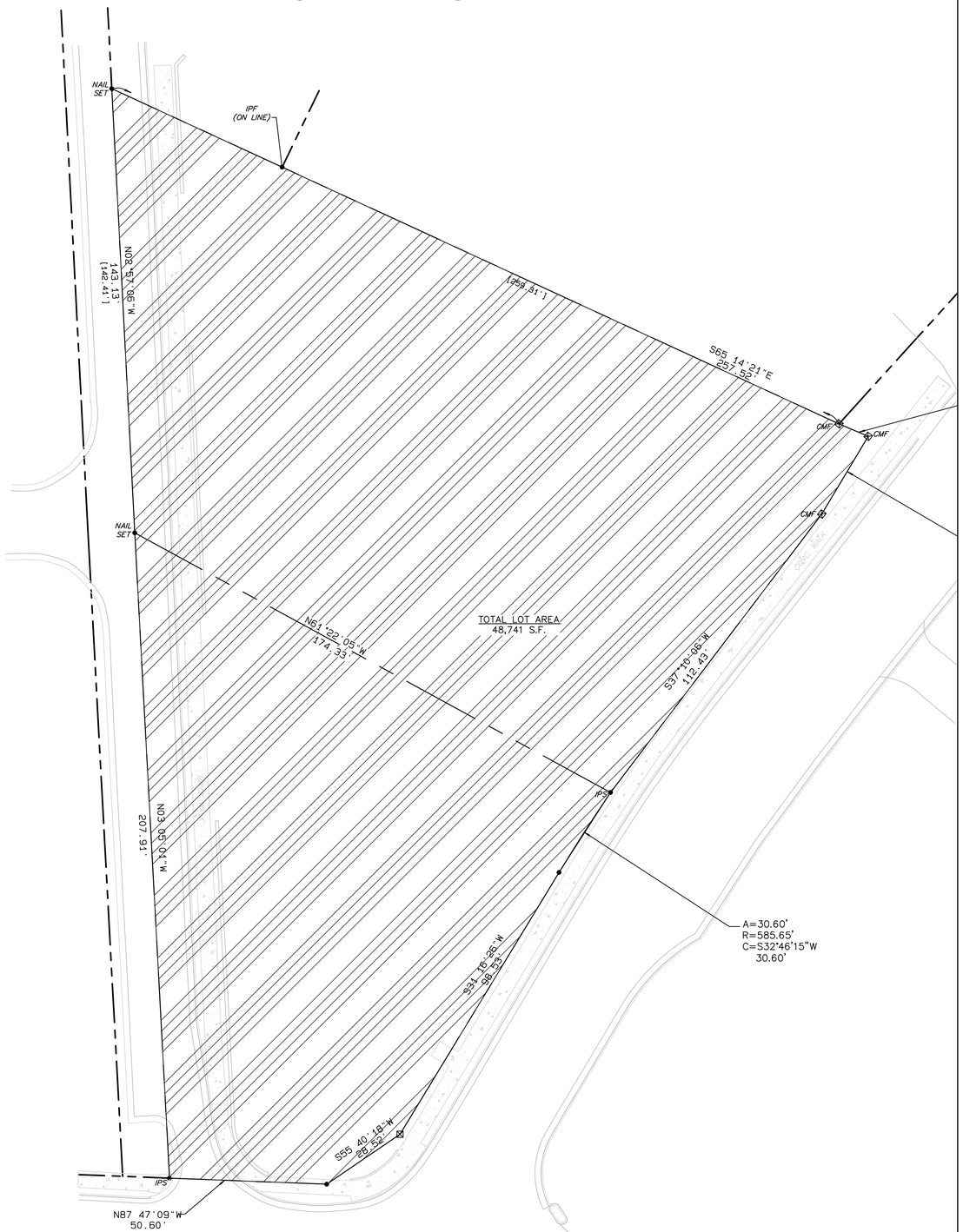
SITE PLAN

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 519-8505 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

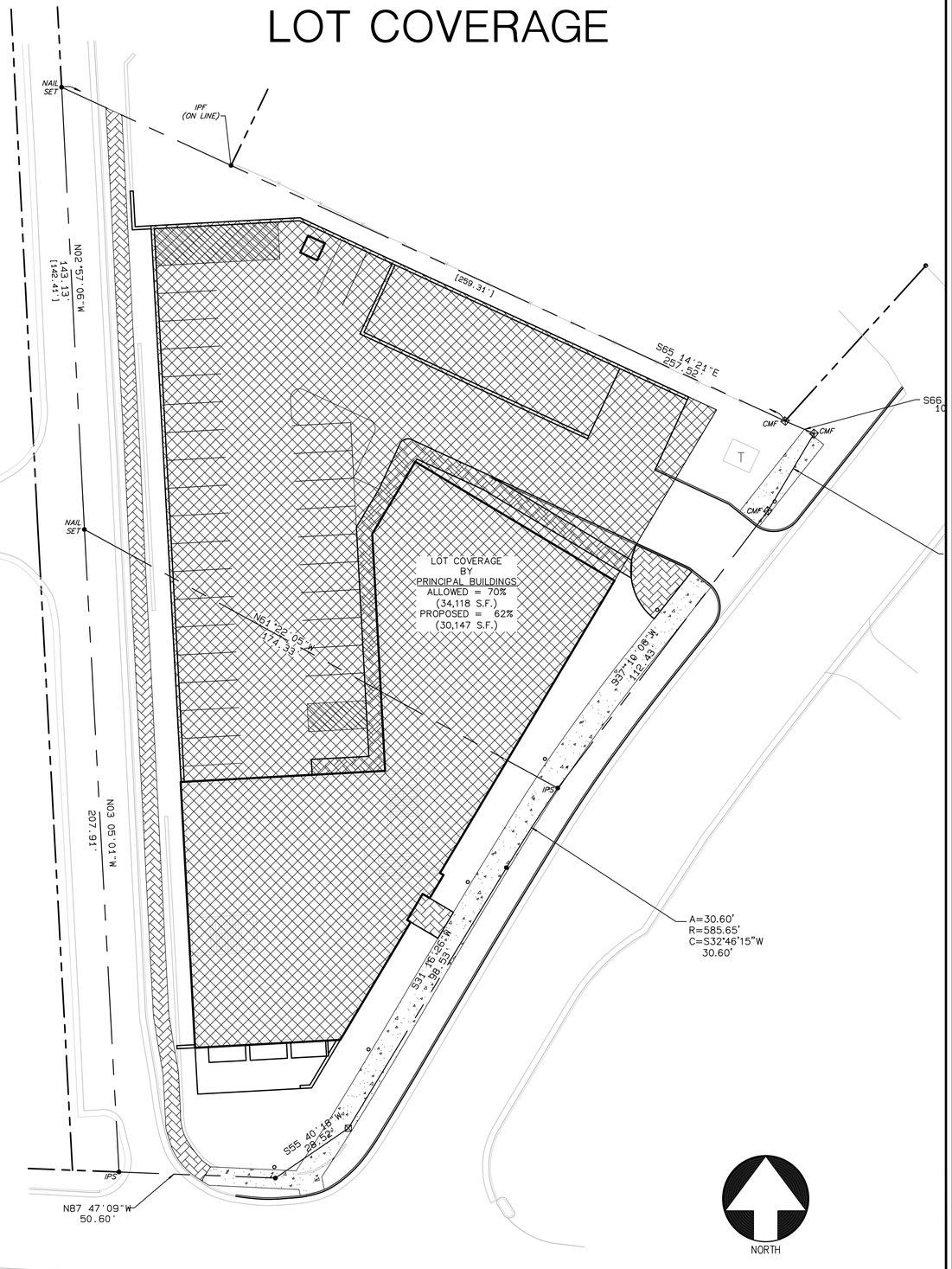
DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	23-119

SHEET
C300

TOTAL LOT AREA



LOT COVERAGE



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

REVISIONS

NO.	DATE

DATE: 10/10/2023

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Roswell Street Office

PREPARED FOR
JASON JOSEPH
6280 AVALON BOULEVARD
ALPHARETTA, GA 30009

LOT COVERAGE EXHIBIT

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 519-6505 E: chris.owens@plumcc.com

PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	23-119

SHEET
C301







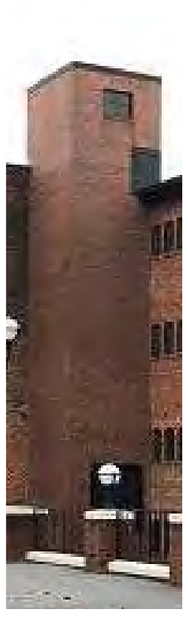
Southern Mill, Athens, GA













Dixie Mill, LaGrange, GA

Matt Mitchell Design

75 ROSWELL STREET
Alpharetta GA

CONCEPT PACKAGE
10/31/2023



Inspiration images


MARIETTA
ROSWELL
SPEED LIMIT
25
STOP
2-WAY
STOP
Matthew
Mitchell
Architect


Matt
Mitchell
Design

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 1 PLAN
SCALE: 1" = 40'-0"

SK1

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



PARKING TABULATION

	COUNT		RATIO	SPACES REQ'D
OFFICE				
Level 1 Restaurant	2,500	sf	0.002	5.00
Level 1 Elev. Lobby	1,874	sf	0.002	3.75
Level 2 Office	11,600	sf	0.003	34.80
Level 3 Office	11,600	sf	0.003	34.80
				78.35

PROVIDED	65	standard
	0	on-street
	65	Total

1 LEVEL 2 PLAN
SCALE: 1" = 40'-0"

SK2

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 3 PLAN
SCALE: 1" = 40'-0"

SK3

10/05/2023

Matt Mitchell Design



1 LEVEL 4 PLAN
SCALE: 1" = 40'-0"

SK4

10/31/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-East Street Level View
NOT TO SCALE

SK5

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-East Street Level View
NOT TO SCALE

SK6

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-West Street Level View
NOT TO SCALE

SK7

9/7/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-East Aerial View
NOT TO SCALE

SK8

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-East Aerial View
NOT TO SCALE

SK9

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-West Aerial View
NOT TO SCALE

SK10

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-West Aerial View
NOT TO SCALE

SK11

9/7/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 Façade Detail Perspective
NOT TO SCALE

SK12

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 Perspective at Entry Drive
NOT TO SCALE

SK13

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 Rear Entry Perspective
NOT TO SCALE

SK14

9/7/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 Cotton Alley Perspective Detail
NOT TO SCALE

SK15

9/7/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 East (Roswell St.) Elevation
SCALE: 1" = 20'-0"



2 West (Cotton Alley) Elevation
SCALE: 1" = 20'-0"

SK16

10/05/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South Elevation
SCALE: 1" = 20'-0"

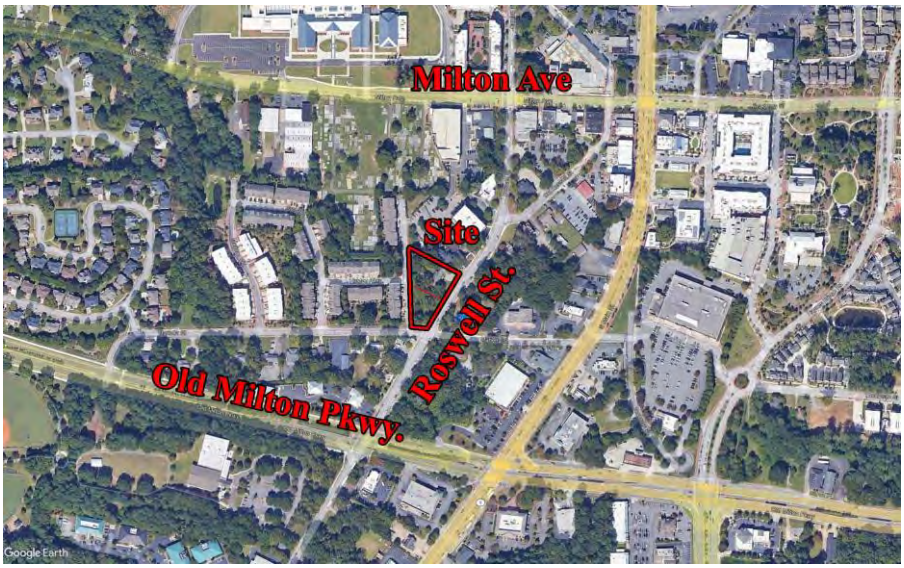


2 North Elevation
SCALE: 1" = 20'-0"

SK17

23-06-14-01 75 Roswell Street Arborist Report Alpharetta

Reference UDC
Alpharetta, Georgia
(Updated June 18, 2021)



Location Map North

All of the following information is based upon visual field observations and 30 years of practical horticultural experience. No scientific or lab tests have been performed. I certify that all information in this report is true and inclusive to the best of my knowledge and is prepared in good faith.

Outdoor Spaces, LLC



By Scott Hall, Owner

On Site Specimen Evaluation Date: June 17, 2023
Report Date: June 20, 2023
Revised Date:

Outdoor Spaces, LLC
Scott Hall, Owner
RLA, Certified Arborist
Certificate Number: SO-5434A
404-328-6561 Cell
678-965-4784 Fax
scottandcyrena@bellsouth.net

SECTION 3.2 - TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS
(Adopted 05-15-17)

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

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

Caliper: A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

Conifer Tree: Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ): The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Diameter Breast-Height (DBH): The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4 1/2 feet above the ground. If a tree splits into multiple trunks below 4 1/2 feet, the trunk is measured at its most narrow point beneath the split.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

Hardwood Tree: Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

Landscape Tree: A tree or trees that were planted or retained on a developed or previously developed site.

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree: Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Professional: An International Society of Arboriculture (ISA) Certified Arborist; an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

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

Size Criteria:

Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.

Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus

- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), *o*r other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch (24″) diameter or larger for trees in all other genera

Understory Trees: 8-inch (8″) diameter or larger.

- 10-inch (10") diameter or larger for *Oxydendron arboretum* (Sourwood).

See additional requirements for Specimen Trees in The Guidance Document

Street/Streetscape Tree: Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

Tree Grouping: A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree Planting List: List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area: An area encompassing the critical root zone of a tree that shall remain in a pervious state.

Tree Save Area: An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a previous state.

Understory Trees: Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.

Outdoor Spaces interpretations and fact findings:

Warranty Disclaimer:

Although, this report will determine whether or not a tree is a Heritage/Historic; it is provided as best judgment opinion. Ultimately, the governing body's (City of Richmond Hill) arborist or representative shall determine whether a tree is classified as a Heritage/Historic or not.

All Heritage/Historic tree locations shall be approximate. The provided tree locations shall NOT be GPS located and in no manner shall the provided tree location plan be used or represented as a tree survey. It is the sole responsibility of the OWNER to have all tagged Heritage/Historic trees located by a Certified Land Surveyor.

No warranties express or implied are made with respect to the report of aforementioned Heritage/Historic trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER's sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be Heritage/Historic.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees that have multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and they become Co-Dominate Leaders. Either scenario is an

undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will always cause decay. In this case these trees become a life safety issue and cannot be considered Heritage/Historic trees.

Some trees are an exception to this rule, such as, but not limited to:
Crape Myrtles, Birches, Wax Myrtles, Red Buds, Fringe Trees, Dogwoods, Hollies, Cedars, Sourwoods, Sweet Bay Magnolias, Red Bays and Live Oaks.

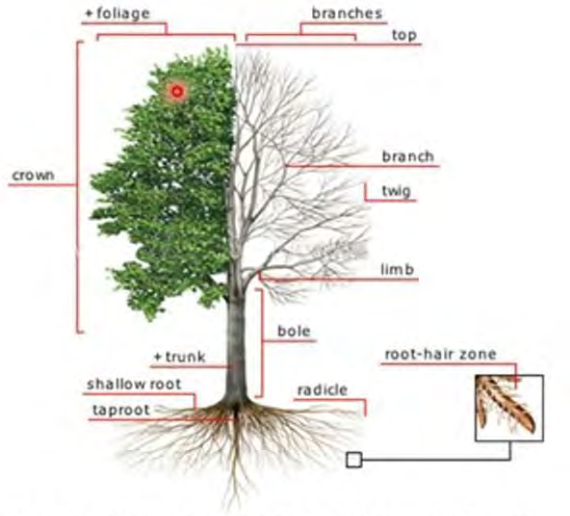
These are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically have the life safety issues because they are not large growing trees.

Co-Dominate Leaders:

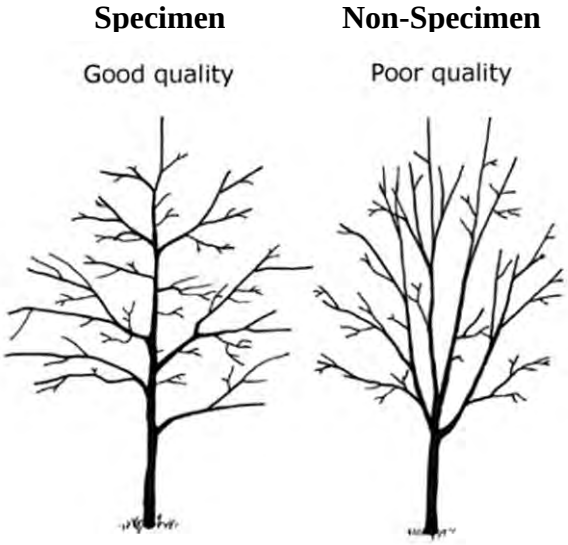
One of the most common locations for the aboveground portion of a tree to fail is at the junction of two or more codominant stems. Due to the frequency of failures at this point, a study was undertaken to get a better understanding of the mechanical strength of this point and to determine if included bark reduces the strength of the union. Eighty-four codominant stems were removed from 26 felled maple trees. These crotches were securely anchored and split apart using measured force. Breaking force varied from 64 to 2,363 kg. The regression line produced from the comparison of stem diameter and force required for breaking the union when there was no included bark was Force = Diameter * 613 - 1388, r 2 = 0.92. When only those unions with included bark were analyzed, the regression line was Force = Diameter * 537 - 1285, r 2 = 0.76. There was a significant difference between the regression lines ($p < 0.05$). Codominant stems that have bark trapped in the union are significantly weaker than those that do not have bark included. The differences appear to be greater with smaller-diameter stems than with larger stems.

Reference: Smiley, E.. (2003). Does included bark reduce the strength of codominant stems?. Journal of Arboriculture 29.

Tree Structure Examples:



2022: ISA Certified Arborist® Exam Review Course.
Rob Swanson, Kay Evanovich, January 2022



The following are images of examples of diseases, fungus and other health/ structural issues that are found on site. The following examples are referenced from Diseases of Trees and Shrubs by Sinclair and Lyon.

Butt and Root Rot Examples



A, B. Root rot caused by *Ganoderma* sp. in *Gleditsia triacanthos* (honeylocust). A. Dieback associated with the disease (MS, Apr). B. Young basidiocarps of *Ganoderma* sp. developing as irregular white masses at the base of a diseased tree. Several initially discrete masses would later coalesce to form large basidiocarps (MS, Apr).

C, D. Basidiocarps of *G. "lucidum"* associated with root and butt rot of *Quercus rubra* (northern red oak). The cluster of basidiocarps in D was about 30 cm in diameter (NY, Aug–Sep).

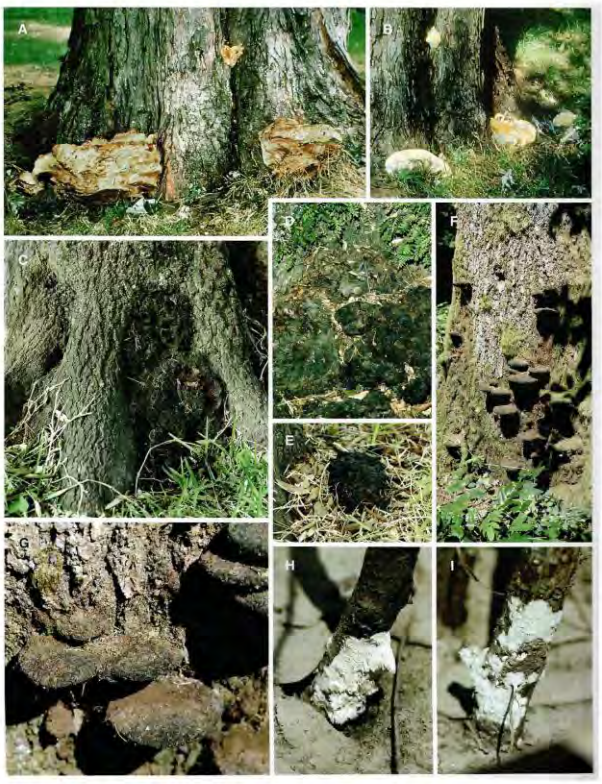
E, F. Basidiocarps of *G. curtisii*. E. A growing specimen associated with *Quercus* sp. F. Older specimens with a central stalk (left) or lateral stalk (NC, Sep.)

G. Mature basidiocarps of *G. tsugae* on a decaying *Tsuga canadensis* (eastern hemlock) stump (NY, Sep).

H. A young basidiocarp of *G. oregonense*, about 12 cm across, growing from a decaying root of *T. heterophylla* (western hemlock) (ID, Jul).

I. Stringy white rot caused by *G. oregonense* in *T. heterophylla* (ID, Jul).

Photo credits: E, F—J.-M. Moncalvo



A, B. Basidiocarps of *Inonotus dryadeus* on *Acer saccharinum* (silver maple) and *A. platanoides* (Norway maple), respectively (ON, Sep & early summer, respectively).

C–E. Indicators of root and butt rot by *I. dryadeus* on *Quercus phellos* (willow oak). C. Irregular dark brown to black old basidiocarps in root crotches of a mature tree. D. Flat, pattylike basidiocarps of two age classes extending from a tree at soil level; the older structures are weathered gray-brown. E. A small clinkerlike basidiocarp that grew from a decaying root beneath the soil surface (MS, Apr).

F, G. Year-old inactive bracket-shaped basidiocarps of *I. dryadeus* on the butt of a dead *Abies grandis* (grand fir) (OR, Jul).

H, I. Root rot of *Prunus persica* (peach) and *Populus deltoides* (cottonwood) seedlings, respectively, caused by *Oxyporus latemarginatus*. The fungus produces white mycelial sheets and poroid basidiocarps at the bases of recently killed small plants (MS, Apr).

Photo credits: A—J. C. Krug; B—P. Dmytrasz

Reference: **Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs / Wayne A. Sinclair and Howard H. Lyon.-2nd Ed. Published 2005**



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Specimen Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged specimen trees located by a Certified Land Surveyor.

Tree Location

North

Not To Scale

Specimen Location Plan

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Photo # (See Attached)	City of Alpharetta's Assessment
819	31” Southern Magnolia	Poor	Poor	Non-Specimen	Large Crown Gall, an indication of possible Crown Rot. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	1-2	
820	35” Water Oak	Good	Poor	Non-Specimen/ Boundary Tree	Structural Root Plate impacted by sidewalk and drive. 2 Co-Dominate Leaders 10' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue. Decay in main trunk from missing limbs. Several main and some minor limbs dead/ gone.	3-4	
821	37” Water Oak	Poor	Poor	Non-Specimen	Several main and some minor limbs dead/ gone. Large circling root	5	
822	17” Southern Magnolia	Good	Good	Tree of Quality			
823	15” American Holly	Good	Good	Specimen			
824	16” Dogwood	Fair	Poor	Non-Specimen	Signs of Anthracnose with radial trunk dieback and canopy dieback. 2 Co-Dominate Leaders with severe decay in union. Powdery Mildew present.	6-7	
1360	30” Pecan	Poor	Poor	Non-Specimen	Several main and some minor limbs dead/ gone. 2 Co-Dominate Leaders with decay in union and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	8-9	
1361	11” Dogwood	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with severe decay in union	10	
594	32” Southern Magnolia	Fair	Poor	Non-Specimen	Possible union splitting. 2 Co-Dominate Leaders with included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	11	
702	33"(21”-20”) Pecan	Poor	Poor	Non-Specimen	Root Rot with Basidiocarps and/or fruiting bodies. Entire root zone is covered with Golden Bamboo. Very hard to eradicate bamboo without digging up. Several main and some minor limbs dead/ gone. 2 Trees creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	12-14	
1362	24” Water Oak	Fair	Poor	Non-Specimen	Structural Root Plate impacted by sidewalk and drive. 2 Co-Dominate Leaders 10' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	15-16	
1363	18” Southern Magnolia	Good	Good	Tree of Quality			
1364	10” Southern Magnolia	Good	Good	Tree of Quality			



Photo 1



Photo 2


Roswell Street Commons
LANTERN
Impact to Structural Root Plate by walk and drive

Photo 3



Photo 4



Photo 5



Photo 6

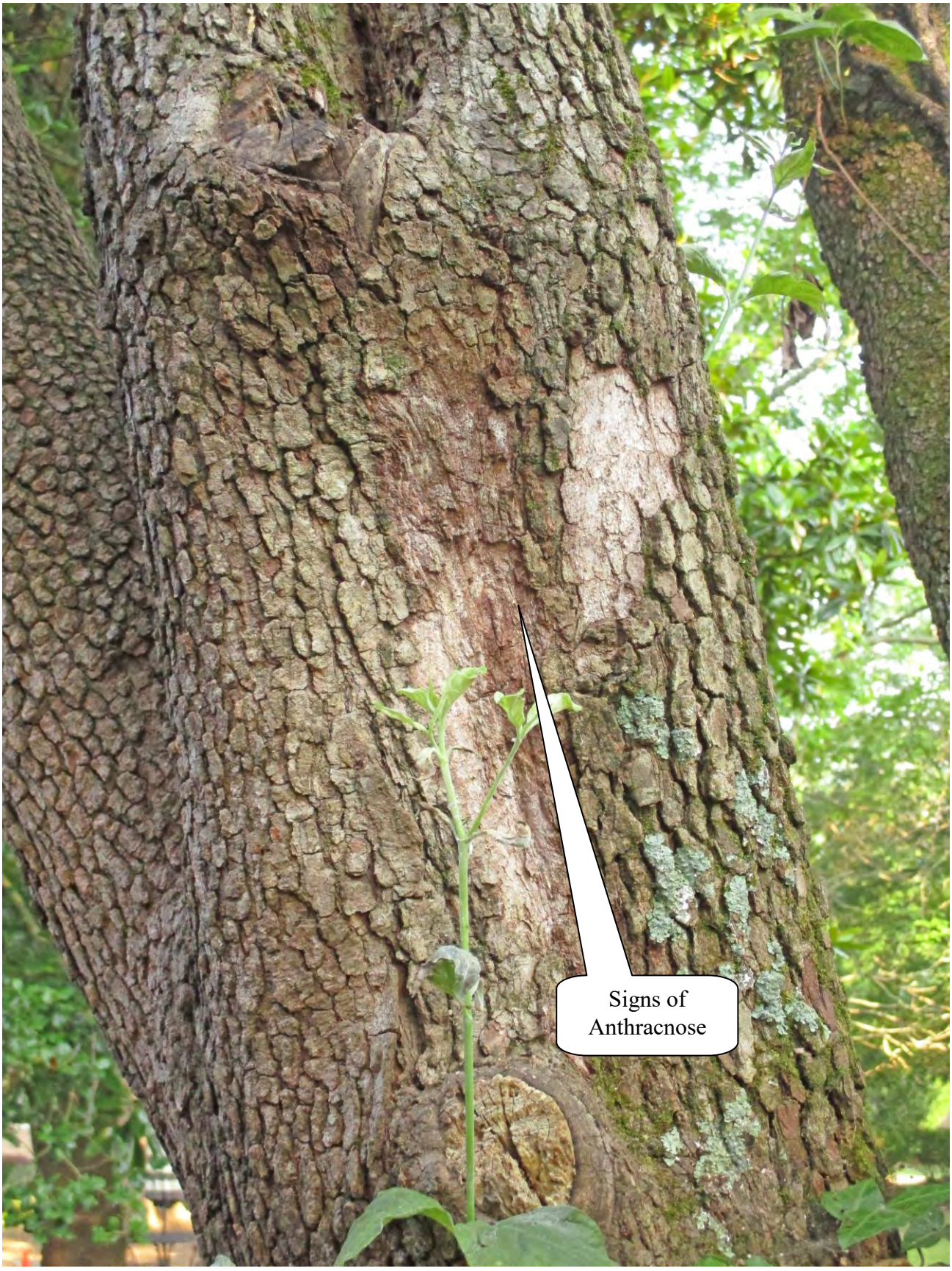


Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16

PLUM CREEK CONSULTING

Trip Generation Report
75 & 91 Roswell Street 11/2/2023

Proposed					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
General Office (710) 10k-250k	23,200	251	10%	226	31	4	35	6	28	33
Restaurant (932)	2,500	268	43%	153	13	11	24	14	9	23
Totals		519		379	44	15	59	19	37	56
Existing					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
Small Office (712) 10k-250k	3,972	57	10%	51	5	1	7	3	6	9
Total (Net Existing)		462		328	39	14	53	17	31	47

Real Estate

View Bill

As of	7/5/2023
Bill Year	2022
Bill	2217707
Owner	DIVERSIFIED INVESTMENT GROUP L
Parcel ID	22 -4823-1269-028-6

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2022	$1,004.87	$1,004.87	$0.00	$0.00	$0.00
TOTAL		$1,004.87	$1,004.87	$0.00	$0.00	$0.00

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Real Estate

View Bill

As of	7/5/2023
Bill Year	2022
Bill	2217706
Owner	DIVERSIFIED INVESTMENT GROUP R
Parcel ID	22 -4823-1269-027-8

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2022	$1,789.40	$1,789.40	$0.00	$0.00	$0.00
TOTAL		$1,789.40	$1,789.40	$0.00	$0.00	$0.00

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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: Jason Joseph

Telephone: 678-521-6070

Address: 6260 Avalon Boulevard

Suite:

City: Alpharetta, GA

State:

Zip: 30009

Fax:

Mobile Tel: 678-521-6070

Email: jj@trilogvic.com

Subject Property Information:

Address: 75 Roswell Street & 91 Roswell Street

Current Zoning: C-2

District: 2nd

Section: 2nd

Land Lot: 1269

Parcel ID: 22 482312690286 & 22 482312690278

Proposed Zoning: C-2

Current Use: Existing commercial office (75 Roswell St) and vacant land (91 Roswell St)

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

- ☐ Conditional Use
- ☐ Rezoning
- ☑ Variance
- ☐ Exception
- ☐ Master Plan Amendment
- ☐ Master Plan Review
- ☐ Public Hearing
- ☐ Other *(Specify)*: Removal of conditions on 91 Roswell Street
- ☐ Comprehensive Plan Amendment

Applicant Request And Intent

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

New two-story office building with garden level restaurant and rooftop amenity deck.

Applicant's Request (Please itemize the proposal):

91 Roswell Street was rezoned from R-10M to C2 in December 2003, with conditions (case # Z-03-13/V-03-25). These conditions no longer align with the current owner's plans for the properties. The request specifically includes:

Maintain existing C-2 zoning for both parcels and the variance from the 50-foot undisturbed buffer adjacent to residential property previously granted for 91 Roswell Street.
Remove conditions from 91 Roswell Street specific to an existing home that has since been demolished.
Remove conditions from 91 Roswell Street that are now required by the UDC.
Add a variance to eliminate the 50-foot undisturbed buffer along the rear of 75 Roswell Street.

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

This proposal would facilitate a more comprehensive and uniform development pattern in downtown Alpharetta. By removing the 2003 conditions placed on 91 Roswell Street, the properties could be combined, allowing for the construction of:

2-stories of office space
Rooftop amenity deck
Garden level restaurant, facing a new corner pocket park at the intersection of Roswell Street and Marietta Street

The existing conditions placed on 91 Roswell Street are specific to a home that existed on the property in 2003. Prior to the current owner's acquisition of the parcel, a previous owner had the home demolished. Therefore, the property cannot be developed with its current zoning due to conditions placed that are specific to the previous home.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Diversified Investment Group LLC & Diversified Investment Group REH LLC

Telephone: 630-918-8465

Address: 1865 Bethany Way

Suite:

City Alpharetta State: GA Zip: 30004 -

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 Joseph

Telephone: 678-521-6070

Address: 6260 Avalon Boulevard

Suite:

City Alpharetta State: GA Zip: 30009 -

So Sworn and Attested:

Owner Signature: Jeff Fulton, President Diversified Investment Group LLC & REH LLC. Date: 7/5/2023

Notary: Brian Levitan
Notary Public, Fulton County, Georgia
My Commission Expires 10/01/2023

Notary Signature: Date: 7/5/2023

12

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Jason Joseph

Subject Public Hearing Case: 75 & 91 Roswell Street

Campaign Contribution Information:

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

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

Name of Official: None Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 1/5/23

13

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This proposal will be consistent with established development patterns along Roswell Street. A new office building with ground-level restaurant and retail was constructed at 55 Roswell Street (immediately to the north) in 2018. Pure Taqueria, located immediately to the south, has been a neighborhood mainstay since 2005, including the addition of "Next to Pure" and most recently Theo Brothers Bakery. This proposal includes a small restaurant (2,600 sf) facing a pocket park at the southern end of the property (facing Pure) and office space at the northern end of the parcel. The setbacks, heights and uses are compatible and transition well between recent and surrounding developments in the area.

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

This proposal will enhance the use and value of surrounding properties by providing additional dining options and office space within the walkable downtown district.

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

Unfortunately, the property cannot be developed reasonably given the conditions attached to the 2003 zoning approval for 91 Roswell Street. The 2003 application and resulting conditions were predicated on an existing home being renovated into a restaurant. A previous owner removed the home (approximately 2007, based on historical photographs), rendering the conditions unable to be met.

This proposal does include a similarly sized and situated restaurant use, additional green space and the inclusion of office space toward the 75 Roswell Street side of the property.

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

No increase in population would occur. Traffic volumes will decrease as a result of removing the existing office from 75 Roswell Street and increase as a result of the new construction. A net increase of 488 trips per day will occur (see Trip Generation Report, attached).

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

No impact to schools would occur. Existing utility networks (water, sewer, power, gas, telecommunications) have adequate capacity to serve the planned improvements.

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

The Future Land Use Map shows this property lying in the "Central Business District", or "CBD". This area is defined in the 2040 Comprehensive Plan as being "In the Downtown Overlay, mixed use development typical of a traditional downtown, including offices, shops, residences, and civic uses."

The proposed plan includes offices, shops (restaurant) and civic use (pocket park).

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

Existing zoning conditions applicable to 91 Roswell Street would prevent the property from being reasonably developed. This request includes removing those conditions to allow for a development that is more compatible with the City's Future Land Use Plan.

Existing topography is significant (20+ feet in elevation change) for properties of this size, which would prohibit reasonable development as separate parcels.

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

Board Of Zoning Appeals Review Criteria

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

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

There are exceptional conditions related to the property:

1. Topography - there is over 10-feet of vertical relief across the Roswell Street frontage and over 20-feet of vertical relief from Roswell Street in the front to Cotton Alley in the rear. This characteristic requires that the improvements be built into the land, requiring access to Cotton Alley and Roswell Street. Application of the 50-foot undisturbed buffer would exacerbate the elevation challenges and limit the owner's options for reasonable development plans.

2. Shape - the property is long and shallow. The lot has a width of approximately 250-feet, with a depth of 200-feet on one end and only 50-feet on the other (at Marietta Street). Application of the 50-foot undisturbed buffer would render the properties unusable.

3. Cotton Alley - the lot has three road frontages: Roswell Street, Marietta Street and Cotton Alley. Although Cotton Alley is considered a public street, this is by way of easement. The rear lot lines of both 75 and 91 Roswell Street parcels run along the centerline of Cotton Alley.

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

Yes. Application of the Zoning Code standards, as written, would prevent any development on 91 Roswell Street and severely limit the useful options for 75 Roswell Street.

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

Yes. See items described above.

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.

Relief, if granted, would not cause detriment to the public good. The purpose and intent of the Zoning Code would also be upheld. The proposed development for these properties would be consistent with surrounding properties and add value to the community as a whole.

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: 75 & 91 Roswell Street

Contact Name: Jason Joseph Telephone: 678-521-6070

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

See attached list

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

- ☑ Letter
- ☑ Personal Visits
- ☐ Telephone
- ☐ Group Meeting
- ☐ Email
- ☐ Other *(Please Specify)*

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

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: 75 & 91 Roswell Street

Contact Name: Jason Joseph Telephone: 678-521-6070

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 *(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.

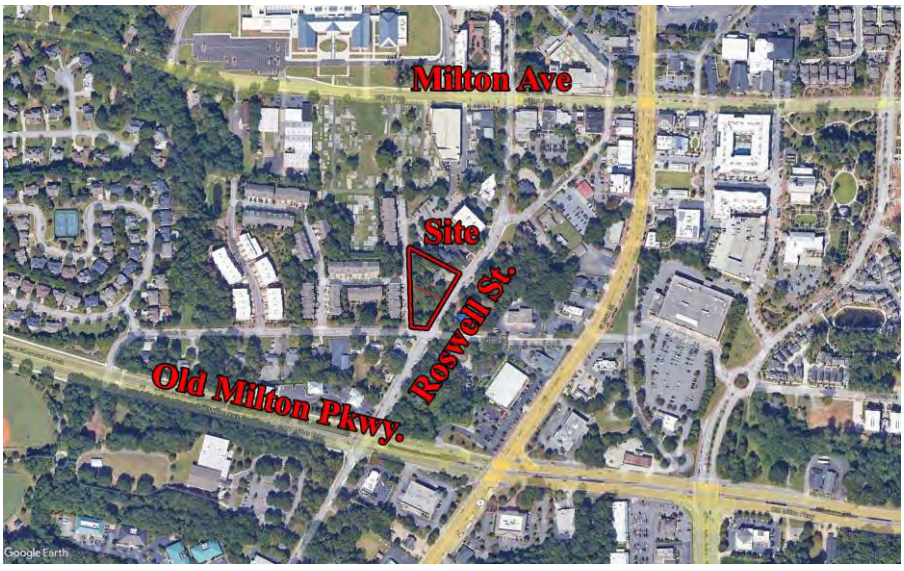
I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided 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: _____

Print Form

23-06-14-01 75 Roswell Street Arborist Report Alpharetta

Reference UDC
Alpharetta, Georgia
(Updated June 18, 2021)



Location Map North

All of the following information is based upon visual field observations and 30 years of practical horticultural experience. No scientific or lab tests have been performed. I certify that all information in this report is true and inclusive to the best of my knowledge and is prepared in good faith.

Outdoor Spaces, LLC



By Scott Hall, Owner

On Site Specimen Evaluation Date: June 17, 2023
Report Date: June 20, 2023
Revised Date:

Outdoor Spaces, LLC
Scott Hall, Owner
RLA, Certified Arborist
Certificate Number: SO-5434A
404-328-6561 Cell
678-965-4784 Fax
scottandcyrena@bellsouth.net

SECTION 3.2 - TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS
(Adopted 05-15-17)

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

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

Caliper: A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

Conifer Tree: Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ): The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Diameter Breast-Height (DBH): The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4 1/2 feet above the ground. If a tree splits into multiple trunks below 4 1/2 feet, the trunk is measured at its most narrow point beneath the split.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

Hardwood Tree: Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

Landscape Tree: A tree or trees that were planted or retained on a developed or previously developed site.

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree: Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Professional: An International Society of Arboriculture (ISA) Certified Arborist; an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

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

Size Criteria:

Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.

Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus

- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), *o*r other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch (24″) diameter or larger for trees in all other genera

Understory Trees: 8-inch (8″) diameter or larger.

- 10-inch (10") diameter or larger for *Oxydendron arboretum* (Sourwood).

See additional requirements for Specimen Trees in The Guidance Document

Street/Streetscape Tree: Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

Tree Grouping: A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree Planting List: List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area: An area encompassing the critical root zone of a tree that shall remain in a pervious state.

Tree Save Area: An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a previous state.

Understory Trees: Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.

Outdoor Spaces interpretations and fact findings:

Warranty Disclaimer:

Although, this report will determine whether or not a tree is a Heritage/Historic; it is provided as best judgment opinion. Ultimately, the governing body's (City of Richmond Hill) arborist or representative shall determine whether a tree is classified as a Heritage/Historic or not.

All Heritage/Historic tree locations shall be approximate. The provided tree locations shall NOT be GPS located and in no manner shall the provided tree location plan be used or represented as a tree survey. It is the sole responsibility of the OWNER to have all tagged Heritage/Historic trees located by a Certified Land Surveyor.

No warranties express or implied are made with respect to the report of aforementioned Heritage/Historic trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER's sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be Heritage/Historic.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees that have multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and they become Co-Dominate Leaders. Either scenario is an

undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will always cause decay. In this case these trees become a life safety issue and cannot be considered Heritage/Historic trees.

Some trees are an exception to this rule, such as, but not limited to:
Crape Myrtles, Birches, Wax Myrtles, Red Buds, Fringe Trees, Dogwoods, Hollies, Cedars, Sourwoods, Sweet Bay Magnolias, Red Bays and Live Oaks.

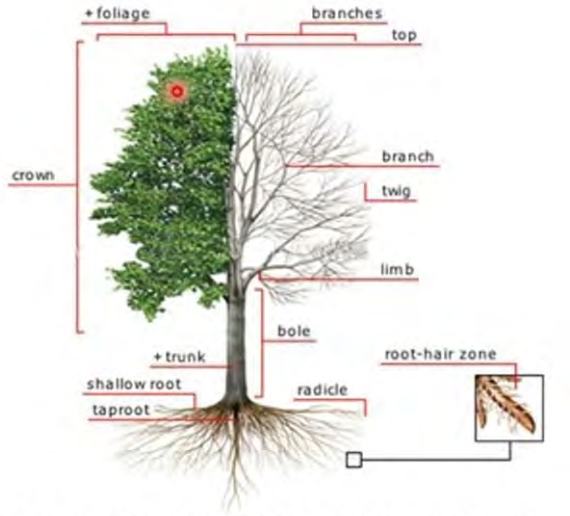
These are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically have the life safety issues because they are not large growing trees.

Co-Dominate Leaders:

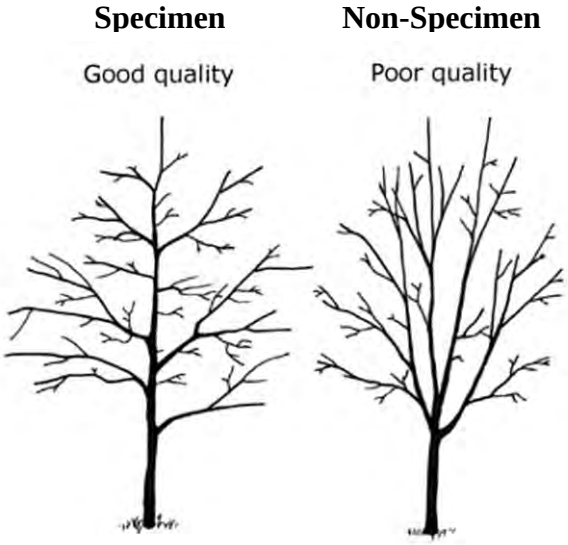
One of the most common locations for the aboveground portion of a tree to fail is at the junction of two or more codominant stems. Due to the frequency of failures at this point, a study was undertaken to get a better understanding of the mechanical strength of this point and to determine if included bark reduces the strength of the union. Eighty-four codominant stems were removed from 26 felled maple trees. These crotches were securely anchored and split apart using measured force. Breaking force varied from 64 to 2,363 kg. The regression line produced from the comparison of stem diameter and force required for breaking the union when there was no included bark was Force = Diameter * 613 - 1388, r 2 = 0.92. When only those unions with included bark were analyzed, the regression line was Force = Diameter * 537 - 1285, r 2 = 0.76. There was a significant difference between the regression lines ($p < 0.05$). Codominant stems that have bark trapped in the union are significantly weaker than those that do not have bark included. The differences appear to be greater with smaller-diameter stems than with larger stems.

Reference: Smiley, E.. (2003). Does included bark reduce the strength of codominant stems?. Journal of Arboriculture 29.

Tree Structure Examples:



2022: ISA Certified Arborist® Exam Review Course.
Rob Swanson, Kay Evanovich, January 2022



The following are images of examples of diseases, fungus and other health/ structural issues that are found on site. The following examples are referenced from Diseases of Trees and Shrubs by Sinclair and Lyon.

Butt and Root Rot Examples



A, B. Root rot caused by *Ganoderma* sp. in *Gleditsia triacanthos* (honeylocust). A. Dieback associated with the disease (MS, Apr). B. Young basidiocarps of *Ganoderma* sp. developing as irregular white masses at the base of a diseased tree. Several initially discrete masses would later coalesce to form large basidiocarps (MS, Apr).

C, D. Basidiocarps of *G. "lucidum"* associated with root and butt rot of *Quercus rubra* (northern red oak). The cluster of basidiocarps in D was about 30 cm in diameter (NY, Aug–Sep).

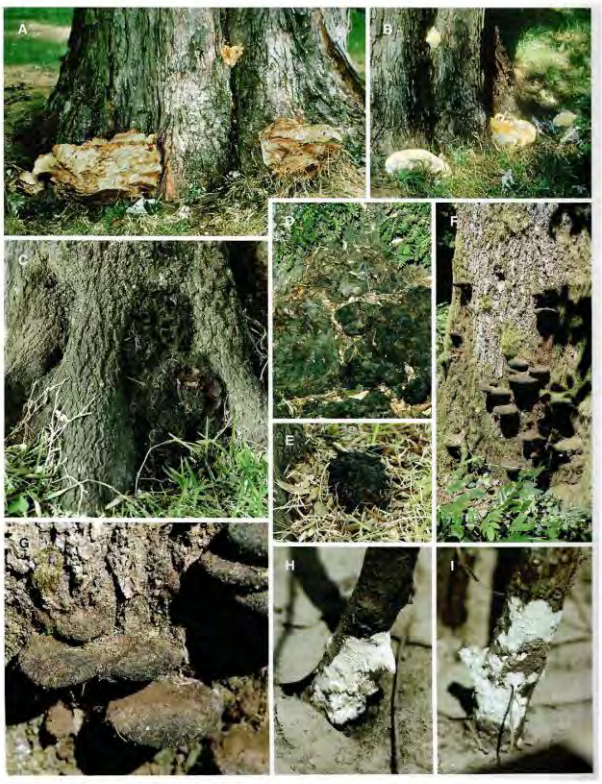
E, F. Basidiocarps of *G. curtisii*. E. A growing specimen associated with *Quercus* sp. F. Older specimens with a central stalk (left) or lateral stalk (NC, Sep.)

G. Mature basidiocarps of *G. tsugae* on a decaying *Tsuga canadensis* (eastern hemlock) stump (NY, Sep).

H. A young basidiocarp of *G. oregonense*, about 12 cm across, growing from a decaying root of *T. heterophylla* (western hemlock) (ID, Jul).

I. Stringy white rot caused by *G. oregonense* in *T. heterophylla* (ID, Jul).

Photo credits: E, F—J.-M. Moncalvo



A, B. Basidiocarps of *Inonotus dryadeus* on *Acer saccharinum* (silver maple) and *A. platanoides* (Norway maple), respectively (ON, Sep & early summer, respectively).

C–E. Indicators of root and butt rot by *I. dryadeus* on *Quercus phellos* (willow oak). C. Irregular dark brown to black old basidiocarps in root crotches of a mature tree. D. Flat, pattylike basidiocarps of two age classes extending from a tree at soil level; the older structures are weathered gray-brown. E. A small clinkerlike basidiocarp that grew from a decaying root beneath the soil surface (MS, Apr).

F, G. Year-old inactive bracket-shaped basidiocarps of *I. dryadeus* on the butt of a dead *Abies grandis* (grand fir) (OR, Jul).

H, I. Root rot of *Prunus persica* (peach) and *Populus deltoides* (cottonwood) seedlings, respectively, caused by *Oxyporus latemarginatus*. The fungus produces white mycelial sheets and poroid basidiocarps at the bases of recently killed small plants (MS, Apr).

Photo credits: A—J. C. Krug; B—P. Dmytrasz

Reference: **Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs / Wayne A. Sinclair and Howard H. Lyon.-2nd Ed. Published 2005**



Notes:
-All specimen tree locations shall be approximate.
-The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Specimen Location Plan be used or represented as a tree survey.
-It is the sole responsibility of the OWNER to have all tagged specimen trees located by a Certified Land Surveyor.

Tree Location

North

Not To Scale

Specimen Location Plan

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Photo # (See Attached)	City of Alpharetta's Assessment
819	31” Southern Magnolia	Poor	Poor	Non-Specimen	Large Crown Gall, an indication of possible Crown Rot. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	1-2	
820	35” Water Oak	Good	Poor	Non-Specimen/ Boundary Tree	Structural Root Plate impacted by sidewalk and drive. 2 Co-Dominate Leaders 10' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue. Decay in main trunk from missing limbs. Several main and some minor limbs dead/ gone.	3-4	
821	37” Water Oak	Poor	Poor	Non-Specimen	Several main and some minor limbs dead/ gone. Large circling root	5	
822	17” Southern Magnolia	Good	Good	Tree of Quality			
823	15” American Holly	Good	Good	Specimen			
824	16” Dogwood	Fair	Poor	Non-Specimen	Signs of Anthracnose with radial trunk dieback and canopy dieback. 2 Co-Dominate Leaders with severe decay in union. Powdery Mildew present.	6-7	
1360	30” Pecan	Poor	Poor	Non-Specimen	Several main and some minor limbs dead/ gone. 2 Co-Dominate Leaders with decay in union and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	8-9	
1361	11” Dogwood	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders with severe decay in union	10	
594	32” Southern Magnolia	Fair	Poor	Non-Specimen	Possible union splitting. 2 Co-Dominate Leaders with included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	11	
702	33"(21”-20”) Pecan	Poor	Poor	Non-Specimen	Root Rot with Basidiocarps and/or fruiting bodies. Entire root zone is covered with Golden Bamboo. Very hard to eradicate bamboo without digging up. Several main and some minor limbs dead/ gone. 2 Trees creating 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	12-14	
1362	24” Water Oak	Fair	Poor	Non-Specimen	Structural Root Plate impacted by sidewalk and drive. 2 Co-Dominate Leaders 10' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	15-16	
1363	18” Southern Magnolia	Good	Good	Tree of Quality			
1364	10” Southern Magnolia	Good	Good	Tree of Quality			



Photo 1

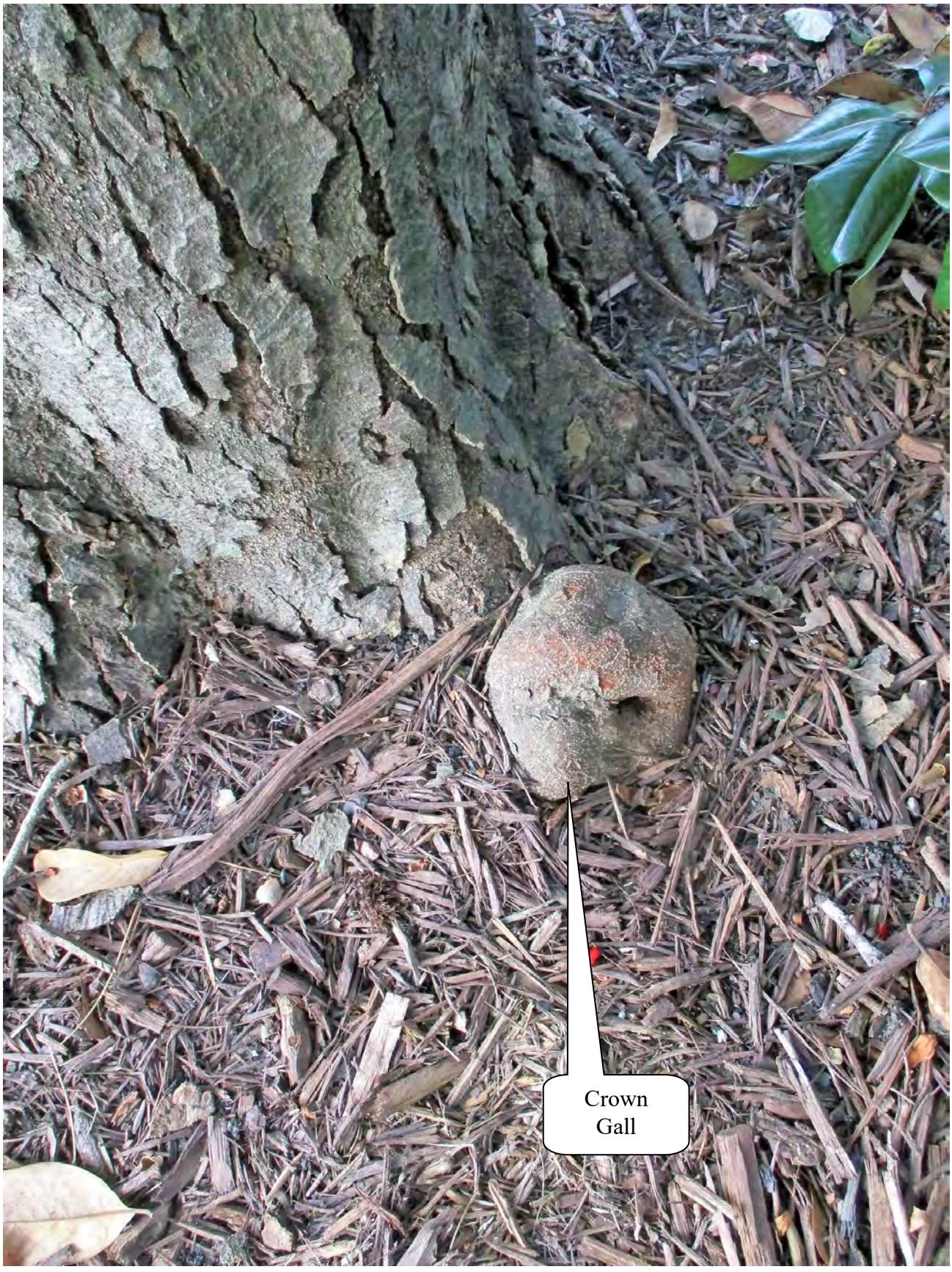


Photo 2


Roswell Street Commons
LANTERN
Impact to Structural Root Plate by walk and drive

Photo 3



Photo 4



Photo 5



Photo 6

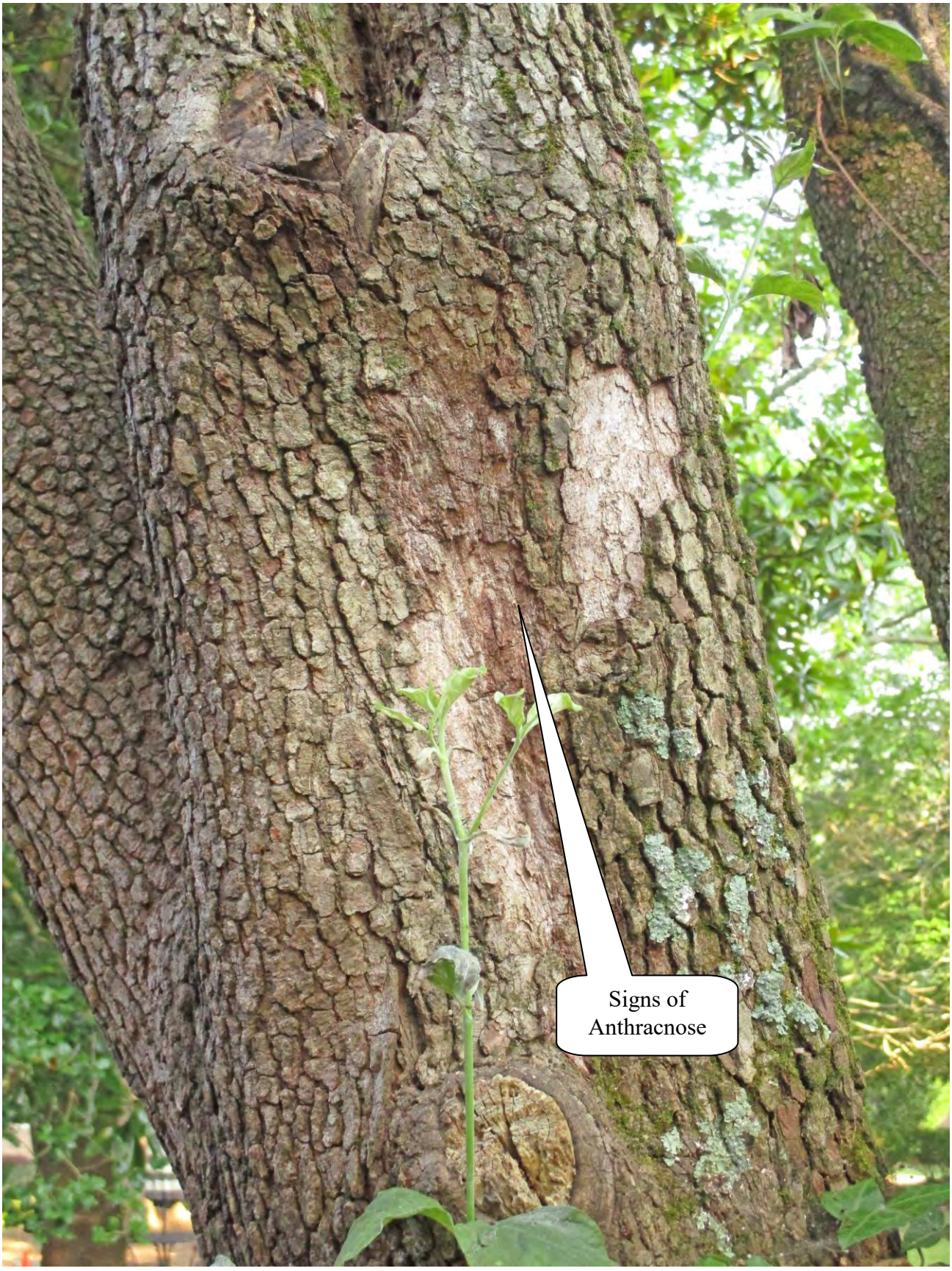


Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16

GENERAL NOTES~

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 5.7 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 76,850. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GTS-235.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 283,213.

UNLESS OTHERWISE INDICATED, ALL I.P.'s ARE ½" REBARS.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD HAZARD MAP", COMMUNITY PANEL NO. 13121C 0058 F, DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD BARTON SURVEYING, INC. HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

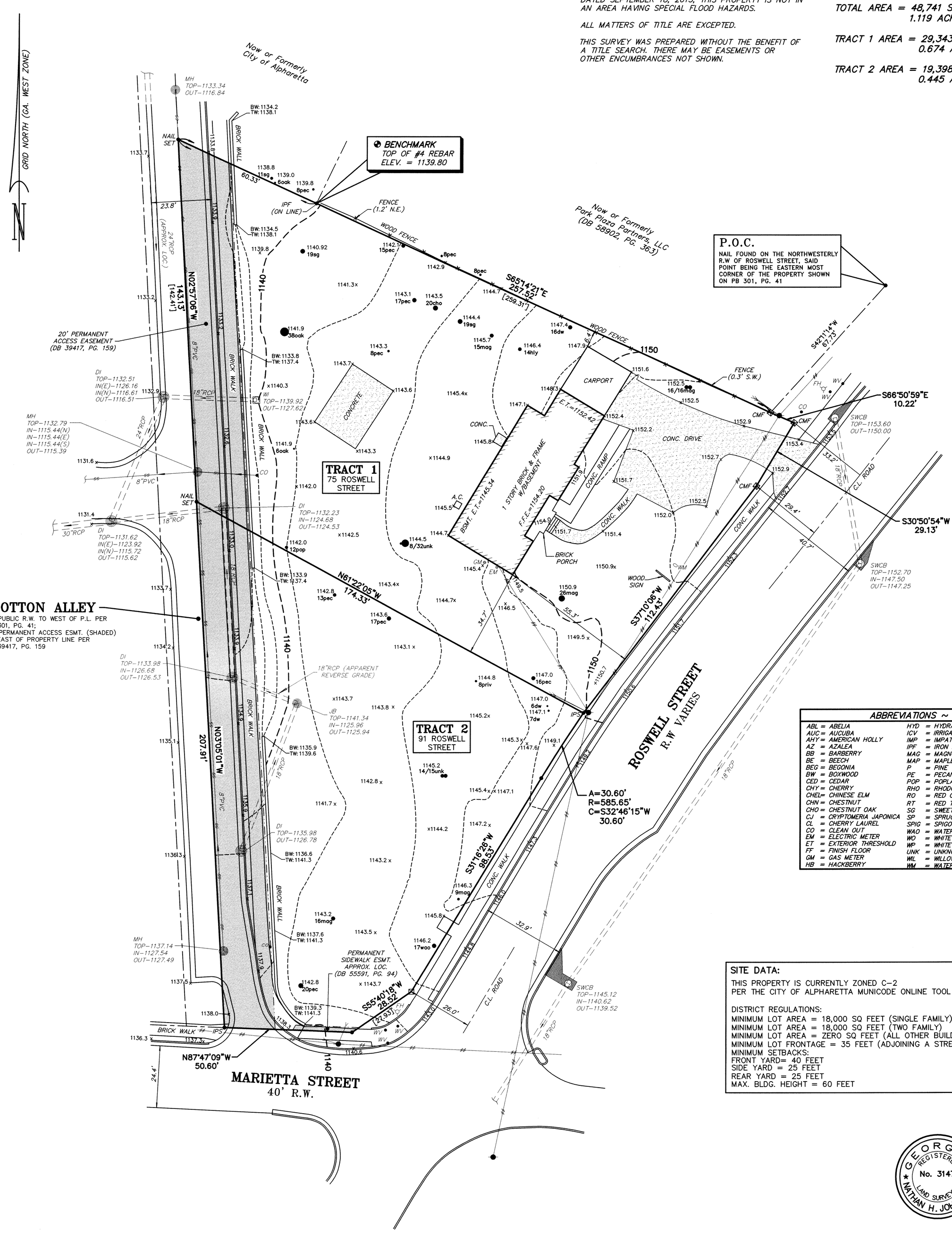
REFERENCES:
1) DB 54426, PG. 146
2) DB 33416, PG. 1
3) DB 55591, PG. 94
4) DB 39417, PG. 159
5) PB 301, PG. 41

[259.31'] = RECORD DISTANCE

TOTAL AREA = 48,741 SQ. FT.
1.119 ACRES

TRACT 1 AREA = 29,343 SQ. FT.
0.674 ACRE

TRACT 2 AREA = 19,398 SQ. FT.
0.445 ACRE



ABBREVIATIONS ~			
ABL	= ABELIA	HYD	= HYDRANGEA
AUC	= AUCUBA	ICV	= IRRIGATION CONTROL VALVE
AHY	= AMERICAN HOLLY	IMP	= IMPATIENS
AZ	= AZALEA	IPF	= IRON PIN FOUND
BB	= BARBERRY	MAG	= MAGNOLIA
BE	= BEECH	MAP	= MAPLE
BEG	= BEGONIA	P	= PINE
BW	= BOXWOOD	PE	= PECAN
CED	= CEDAR	POP	= POPLAR
CHY	= CHERRY	RHO	= RHODODENDRON
CHEL	= CHINESE ELM	RO	= RED OAK
CHN	= CHESTNUT	RT	= RED TIP
CHO	= CHESTNUT OAK	SG	= SWEET GUM
CJ	= CRYPTOMERIA JAPONICA	SP	= SPRUCE
CL	= CHERRY LAUREL	SPIG	= SPIGOT
CO	= CLEAN OUT	WAO	= WATER OAK
EM	= ELECTRIC METER	WO	= WHITE OAK
ET	= EXTERIOR THRESHOLD	WP	= WHITE PINE
FF	= FINISH FLOOR	UNK	= UNKNOWN
GM	= GAS METER	WIL	= WILLOW
HB	= HACKBERRY	WM	= WATER METER

SITE DATA:

THIS PROPERTY IS CURRENTLY ZONED C-2
PER THE CITY OF ALPHARETTA MUNICODE ONLINE TOOL

DISTRICT REGULATIONS:
MINIMUM LOT AREA = 18,000 SQ FEET (SINGLE FAMILY)
MINIMUM LOT AREA = 18,000 SQ FEET (TWO FAMILY)
MINIMUM LOT AREA = ZERO SQ FEET (ALL OTHER BUILDINGS)
MINIMUM LOT FRONTAGE = 35 FEET (ADJOINING A STREET)
MINIMUM SETBACKS:
FRONT YARD= 40 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET
MAX. BLDG. HEIGHT = 60 FEET

GEORGIA REGISTERED No. 3147 LAND SURVEYOR NATHAN H. JOHNSTON

ADDRESS:
75 & 91 ROSWELL STREET
ALPHARETTA, GA 30009

LEGEND		
IPF	=	1/2" REBAR FND.
IPS	=	1/2" REBAR SET
R.W.	=	RIGHT OF WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
L.L.L.	=	LAND LOT LINE
C.L.	=	CENTERLINE
CT	=	CRIMP TOP PIPE
OT	=	OPEN TOP PIPE
CMP	=	CORRUGATED METAL PIPE
RCP	=	REINFORCED CONCRETE PIPE
DI	=	DROP INLET
JB	=	JUNCTION BOX
MH	=	MANHOLE
CB	=	CATCH BASIN
BM	=	BENCHMARK
PP	=	POWER POLE
FH	=	FIRE HYDRANT
CMF	=	CONCRETE MONUMENT FND.
B.C.	=	BACK OF CURB
E.P.	=	EDGE OF PAVEMENT
FEN	=	FENCE
O.H.	=	OVERHEAD ELEC. SERVICE LINE
B.L.	=	BUILDING LINE
U.G.	=	UNDERGROUND POWER LINE
TX	=	TRANSFORMER

BOUNDARY AND TOPOGRAPHIC SURVEY FOR
LAWSON FINLAYSON

LOCATED IN LAND LOT 1269
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
FEBRUARY 7, 2020 1"=20'

20 10 0 20 40 60
SCALE IN FEET
VERTICAL DATUM IS NAVD 88.
CONTOUR INTERVAL = 2 FT.

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

2-20-2020
NATHAN H. JOHNSTON, GA. RLS No. 3147

JOB # 20-008	DRAWN BY: JO	FIELD CREW: CW/PW
FIELD DATE: 02-07-20	PLAT PREPARED: 02-19-20	

BARTON SURVEYING INC.
3005 HOLLY SPRINGS PARKWAY, SUITE 101
CANTON, GEORGIA 30115
(770) 345-2810
(LICENSE No. LSF 000151)







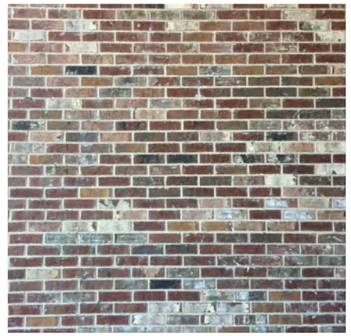
Southern Mill, Athens, GA







Dixie Mill, LaGrange, GA



Inspiration images

Matt Mitchell Design

75 ROSWELL STREET
Alpharetta GA

CONCEPT PACKAGE
6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 1 PLAN
SCALE: 1" = 40'-0"

SK1

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 2 PLAN
SCALE: 1" = 40'-0"

PARKING TABULATION

	COUNT	RATIO	SPACES REQ'D
OFFICE			
Level 1 Restaurant	2,681 sf	0.002	5.36
Level 2 Office	11,959 sf	0.003	35.88
Level 3 Office	11,782 sf	0.003	35.35
			76.59

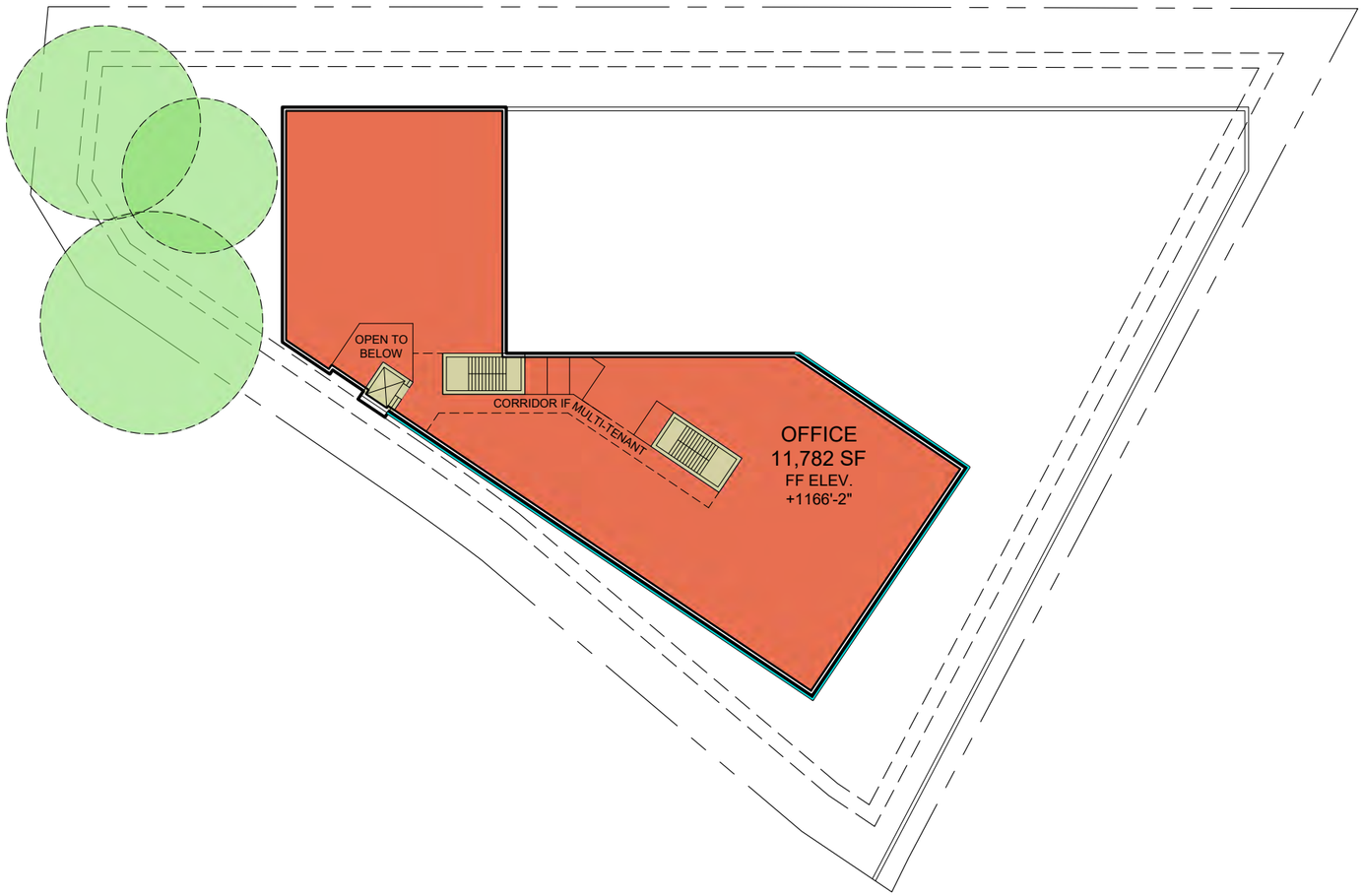
PROVIDED	60	standard
	18	compact
	10	on-street
	88	Total

SK2

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



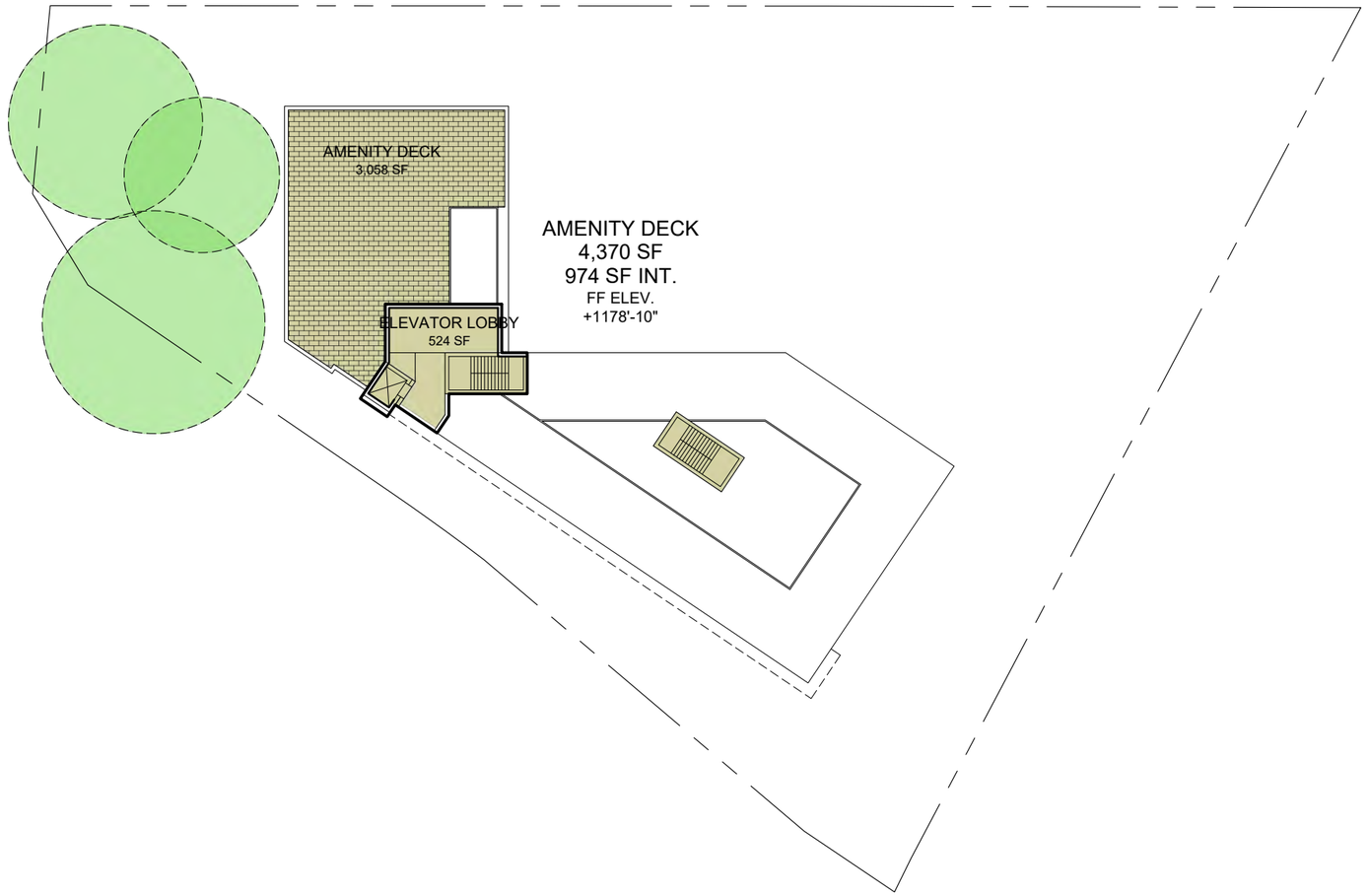
1 LEVEL 3 PLAN
SCALE: 1" = 40'-0"

SK3

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 4 PLAN
SCALE: 1" = 40'-0"

SK4

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-East Street Level View
NOT TO SCALE

SK5

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-East Street Level View
NOT TO SCALE

SK6

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-East Aerial View
NOT TO SCALE

SK7

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-East Aerial View
NOT TO SCALE

SK8

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 South-West Aerial View
NOT TO SCALE

SK9

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 North-West Aerial View
NOT TO SCALE

SK10

6/30/2023

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 East (Roswell St.) Elevation
SCALE: 1" = 20'-0"



2 West (Cotton Alley) Elevation
SCALE: 1" = 20'-0"

SK11

6/30/2023

Matt
Mitchell
Design



1 South Elevation
SCALE: 1" = 20'-0"



2 North Elevation
SCALE: 1" = 20'-0"

75 ROSWELL STREET
ALPHARETTA, GA

Matt Mitchell Design



1 LEVEL 2 PLAN
SCALE: 1" = 40'-0"

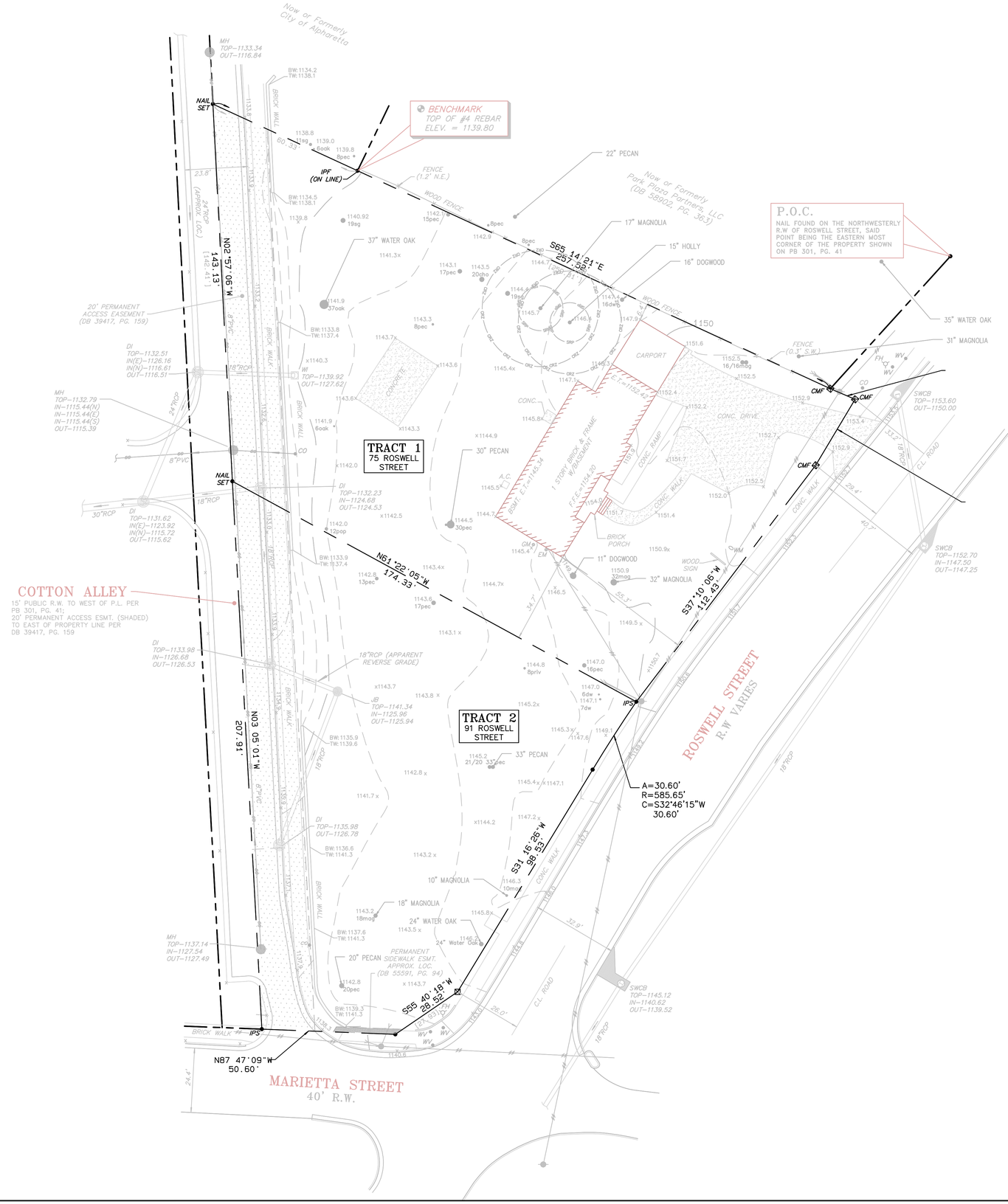
PARKING TABULATION

	COUNT	RATIO	SPACES REQ'D
OFFICE			
Level 1 Restaurant	2,681 sf	0.002	5.36
Level 2 Office	11,959 sf	0.003	35.88
Level 3 Office	11,782 sf	0.003	35.35
			76.59

PROVIDED	60	standard
	18	compact
	10	on-street
	88	Total

SK2

6/30/2023



REVISIONS

NO.	DATE

DATE: 07/03/2023

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THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT IS PROPERLY SIGNED AND SEALED

75 & 91 ROSWELL STREET
VARIANCE APPLICATION

PREPARED FOR
JASON JOSEPH
8280 AVALON BOULEVARD
ALPHARETTA, GA 30009

EXISTING CONDITIONS PLAN

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 518-6505 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	23-501

SHEET
C100

75 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Marietta Street and continuing along said right of way of Roswell Street for the following courses and distances: N55°40'18"E a distance of 28.52 to a concrete monument found; thence N31°16'26"E a distance of 98.53 feet to a point; thence along a curve to the right, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of N32°46'15"E 30.60 feet, to an iron pin set and the POINT OF BEGINNING; thence leaving said right of way of Roswell Street N61°22'05"W a distance of 174.33 feet to a nail set; thence N02°57'06"W a distance of 143.13 feet to a nail set; thence S65°14'21"E a distance of 257.52 feet to a concrete monument found; thence S66°50'59"E a distance of 10.22 feet to a concrete monument found on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: S30°50'54"W a distance of 29.13 feet to a concrete monument found; thence S37°10'06"W a distance of 112.43 feet to the POINT OF BEGINNING. Said tract contains 29,343 square feet or 0.674 acre and is shown as "Tract 1" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

91 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Roswell Street and continuing along said right of way of Marietta Street N87°47'09"W a distance of 50.60 feet to an iron pin set; thence leaving said right of way of Marietta Street N03°05'01"W a distance of 207.91 feet to a nail set; thence S61°22'05"E a distance of 174.33 feet to an iron pin set on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: along a curve to the left, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of S32°46'15"W 30.60 feet, to a point; thence S31°16'26"W a distance of 98.53 feet to a concrete monument found; thence S55°40'18"W a distance of 28.52 feet to the POINT OF BEGINNING. Said tract contains 19,398 square feet or 0.445 acre and is shown as "Tract 2" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

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:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
[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.~~

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STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: November 27, 2023

AGENDA ITEM:

Purchase Approval: Information Technology Workstation Equipment Replacement
Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of $235,000.00.

STAFF RECOMMENDATION:

Approve the request to purchase workstation equipment for the annual replacement of technology for all city departments in fiscal year 2024 in the amount of $235,000.00.

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:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
TECHNOLOGY REPLACEMENT/30117400-542400-C1313	$235,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
TECHNOLOGY REPLACEMENT/30117400-542400-C1313	$235,000.00

ITEM DESCRIPTION:

Background Information
This request is to provide for the annual replacement of workstation equipment for all city departments. Starting in fiscal year 2021, the city began an effort to replace desktops with laptops. This process continues as we have seen the benefits to the employee and the city of having a mobile workstation. The current city standards for workstation equipment replacement (based on funding availability) are as follows: desktops and laptops (4 years); monitors (8 years). The refresh of IT equipment is scheduled throughout the fiscal year and is allocated to the most essential needs first. This year's equipment replacement includes the items below and a breakdown of the costs:

	Estimated Unit Price	Qty	Total Price
Latitude Laptop	$1,400.00	81	$113,400.00
Precision Laptop	$2,800.00	15	$42,000.00
OptiPlex All-In-One Desktop	$1,500.00	29	$43,500.00
OptiPlex Micro Desktop	$1,400.00	2	$2,800.00
Precision Desktop	$2,200.00	6	$13,200.00
Precision Laptop Dock	$205.00	9	$1,845.00
Monitor	$215.00	30	$6,450.00
Hub Monitor	$275.00	17	$4,675.00
Misc. Equipment			$7,130.00
		FY24 Total	$235,000.00

Budgeting
As in prior years, funding for technology replacement is placed in one capital project account to allow for more efficient management. The main component of the technology replacement account is funding for workstation equipment replacement. This request for $235,000.00 is within the fiscal year 2024 budget.

Procurement
Workstation equipment refresh will be procured through Dell Marketing, Inc. using State of Georgia technology contract 99999-SPD-SPD0000161-0004. This provides consistency of platform for management, operations, and maintenance as Dell is recognized as a leader in enterprise-class workstation and endpoint equipment. A copy of the state contract is attached.

ALTERNATIVES:

Do not procure workstation equipment replacement in fiscal year 2024. This is not recommended as workstations will enter a fifth year out of warranty and are more prone to failure.

ATTACHMENTS:

1. State Contract 99999-SPD-SPD0000161-0004

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
End-User Computing	**99999-SPD0000161**	**99999-SPD-SPD0000161-0004**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Dell Marketing L.P.
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
Date of Last Contract Signature	June 2, 2021	**Five (5) One-Year Options to Renew**

3. Performance Bond, if any:	Other Bonds, if any:
NONE	**NONE**

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
Dr. Carl Hall Contract Management Manager Georgia Department of Administrative Services State Purchasing Division 200 Piedmont Avenue, SW, Suite 1308 West Tower Atlanta, GA 30334	**Katherine Dunay** **Contract Program Manager** Dell Marketing LP One Dell Way, RR1-33 Round Rock, TX 78682

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Products and Ancillary Services** **Exhibit 1A. Reserved** **Exhibit 1B. Reserved**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Dell Marketing L.P.

By *(Authorized Signature)*	Date Signed
Charlene L. Wilkinson	4/29/2019

Printed Name and Title of Person Signing
Charlene L. Wilkinson, Commercial Counsel

Address
One Dell Way, RR1-33
Round Rock, TX 78682

7.

Agency

Agency Name
Georgia Department of Administrative Services

By *(Authorized Signature)*	Date Signed
	June 3, 2019

Printed Name and Title of Person Signing
Lisa Eason, Deputy Commissioner, State Purchasing Division

Address
200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Products and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) **"Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.

(v) **"Purchase Instrument"** means the documentation issued by the User Agencies to the Contractor for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.

(viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of

identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract.

2. **Certified Source of Supply and Ancillary Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the equipment and the services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services including, but not limited to, license terms for any Contractor-branded software provided by Contractor pursuant to this Statewide Contract. Notwithstanding anything to the contrary in this Statewide Contract, Contractor as a reseller of third-party software is not authorized to modify the third-party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable license agreement provided with the software.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified products, software, and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all software, products, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those software, products, services and deliverables as may additionally be described in the Response.

2. **Software Licenses.** For all Contractor-branded software and, to the extent allowed by applicable publisher's end user license agreement, all third party software, Contractor shall provide software licenses in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a non-exclusive, non-assignable, royalty free license and/or sublicense to use, execute, maintain, reproduce, display, and perform copies of software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

   (i) For backup, archive or emergency restart purposes;

   (ii) For disaster recovery and disaster recovery testing purposes;

   (iii) To migrate the software for use on other computers and/or hardware;

   (iv) In order to facilitate installation and distribution of the software; and

   (v) To store the software at any off premise location which the User Agencies use for storage purposes.

   As a reseller of third party software, Contractor is not authorized to modify the third party license agreement or to directly license such software. All third party software will be licensed subject to the terms of the applicable license agreement provided with the third party software.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;

   (ii) Create derivative works based on the software;

   (iii) Reverse engineer, disassemble, or decompile the software; or

   (iv) Remove any identification or notices contained on the software.

4. Bankruptcy.

   (i) **Notice of Insolvency**. Contractor shall provide DOAS and, if requested by DOAS, User Agencies, with written notice within five (5) business days of Contractor or Contractor's knowledge of a third-party licensor's petition in bankruptcy or insolvency or upon any other proceeding or action by or against a third-party licensor under the relevant law on

insolvency or bankruptcy, or after the making by third-party licensor of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of third-party licensor's business or for the termination of its corporate charter.

(ii) **Rejection of Executory License**. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor or a third-party licensor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the third-party licensor under the relevant law on insolvency or bankruptcy, this Statewide Contract shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Statewide Contract pursuant to bankruptcy law, User Agencies shall have the option of using the Contractor-branded Software and,. to the extent permitted by the applicable third-party software licensing terms, such third-party software, for either the original term of the applicable software license or a period of five years after rejection is requested.

5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

6. **Delivery and Acceptance.** Unless the RFX requires otherwise, all products shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered and accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

(i) Fixed Pricing Services. Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.

(ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.

(iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of such deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. User Agency must provide notice of the rejection of

a deliverable within a reasonable period of time as agreed between Contractor and User Agency, except that User Agency shall have thirty (30) days from the date of Contractor's submission of the deliverable or Contractor's demonstration of the deliverable, whichever occurs last. User Agency's failure to either accept or reject a deliverable within the acceptance time period shall not constitute automatic acceptance of the deliverable; however, the User Agency shall be in default of this Statewide Contract. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing such cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained herein shall limit the warranties and representations and the available remedies set forth in this Statewide Contract.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide products, software, and services similar to the products, software, and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar products, software, and services from other contractors.

8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are firm and fixed and are not subject to variation for the duration of the Statewide Contract unless Agency agrees to a change during a contract renewal period as further described in the RFX. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, individual invoices for the products, software, and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears within thirty (30) days of the date of an undisputed invoice, subject to acceptance as specified in Section C(5)(iii) above, and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide

Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any order of $250,000.00 or more. User Agency shall release the Retainage to Contractor only upon final and complete delivery of all products, software and services as defined in the Purchase Instrument and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any product, software or service as required by the Statewide Contract, the Contractor shall not be entitled to any compensation which represents payment for such product, software or service under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for software, products, and/or services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver as required by the terms of the Statewide Contract and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agencies to procure replacement products or services, then User Agencies may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price for such replacement product or alternative services. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

5. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

6. **Leasing and Financing.** For the products, software and services Contractor is authorized to provide pursuant to this Statewide Contract, Contractor (or a third party selected by Contractor and pre-approved in writing by Agency) is authorized to offer leasing or financing options to Authorized Users provided any such lease or finance transaction entered into shall be subject to the terms of this Statewide Contract and shall occur using a standard, pre-approved leasing or financing template, as applicable, mutually acceptable to Agency and Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

b. Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

c. The Contractor fails to comply with confidentiality laws or provisions; and/or

d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

a. The Contractor fails to deliver or has delivered nonconforming software, products and/or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

g. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

(iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, with the exception of Force Majeure event, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within thirty (30) days of Contractor's receipt of the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

   (i) Immediately terminate the Statewide Contract without additional written notice; and/or

   (ii) Procure substitute software, products and/or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

   (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

   The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

   (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase, lease or financing purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.

   (ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, lease or financing purchase in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

   In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide

Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor.

5. **User Agency Leases and Financing Agreements Survive Termination of the Statewide Contract.** Upon expiration of the Statewide Contract or in the event of termination of the Statewide Contract for any reason by the Agency, User Agency leases and financing agreements, if any, entered into under this Statewide Contract shall survive and continue in accordance with the terms and conditions of this Statewide Contract and each User Agency's lease and financing agreement. Contractor shall continue to perform its obligations and honor the terms, conditions and pricing as set forth in the User Agency lease and financing agreements as applicable until the expiration or termination of such agreements. Upon expiration or termination of the Statewide Contract, User Agencies may, at their sole discretion, elect to exercise any remaining renewal options for existing lease or financing agreements, if any, in accordance with the terms of the agreements; however, no lease or financing agreement shall be extended beyond the total duration of the lease or financing agreement as established at the time the Statewide Contract expires or is terminated unless otherwise approved by the Agency.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** Each of the party's employees, agents and subcontractors may have access to confidential data of the other party, including, but not limited, personally identifiable information, maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. Contractor information provided to Agency or User Agencies under this Statewide Contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. No later than ten (10) days from the date this Statewide Contract is fully executed, to the extent allowed by and subject to the requirements of the State of Georgia Open Records law and the State of Georgia Purchasing Act, each party shall comply with the following requirements:

(i) Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Statewide Contract, and shared with employees, agents or contractors with a need to know such information to support that purpose.

(ii) Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential.

(iii) Contractor shall maintain and provide to the State, if requested, a written description of the Contractor's policies and procedures to safeguard confidential information;

(iv) Each party's policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(v) The Contractor's designated Contractor Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of Section F, Confidential Information; and

(vi) Each party shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

Agency's or User Agencies' private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as required by law or with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to the Contractor for purposes of performing pursuant to this Statewide Contract shall remain the property of the Agency or User Agencies as applicable. Any data specifically created by the Contractor for Agency or User Agencies during the performance of this Statewide Contract and specifically identified in a Statement of Work shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** Each party shall immediately report in writing to the other party any unauthorized disclosure of confidential information. In the event of unauthorized disclosure by Contractor of the State's confidential information, then Contractor, at no additional cost to DOAS or Agencies, shall be responsible for providing any and all notices required by law.

5. **Survives Termination.** Both parties' confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and (collectively, "Indemnified Parties") from any and all third party costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor resulting in personal injury or death or damage to real property or tangible personal property;

(ii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Contractor branded products or any parts thereof provided in Contractor branded products under the Statewide Contract;

(iii) Claims, demands, or lawsuits that, with respect to the Contractor branded products or any parts thereof provided in Contractor branded products, allege product liability, strict product liability, or any variation thereof;

(iv) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

(v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(vi) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(vii) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractor's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified Parties.

Notwithstanding anything to contrary herein, non-Contractor branded software, products and services are provided subject to the third party manufacturer or licensor's applicable software license and warranty. For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights, that Contractor currently or subsequently has in place with the manufacturer or publisher.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or

compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. Patent/Copyright Infringement Indemnification.

With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification.

With respect to third party claims, Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Contractor branded products or software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Contractor branded products or software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

(i) Procure for the State the right to continue using the software;

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) If neither (i) or (ii) is reasonably achievable, remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

(ii) Use of the software or hardware in combination with apparatus or devices not supplied by Contractor;

(iii) Use of an allegedly infringing version of the software, if the alleged infringement could have been avoided by use of a different version made available to the Indemnified Party at no additional cost;

(iv) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;

(v) Any modification to hardware or software made by User Agency; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection and intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to Agency or User Agencies.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the insurable indemnification obligations set forth in the Statewide Contract throughout the duration of the Statewide Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured under the Commercial General Liability policy as respects insurable liabilities assumed by Contractor under this Statewide Contract. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage for insurable liabilities applicable to the Statewide Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability,

The Contractor is required to maintain the following insurance coverage's during the term of the Statewide Contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	$100,000;
Bodily injury by disease - per employee	$100,000;
Bodily injury by disease – policy limit	$500,000.

2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000

General Aggregate Limit	$2,000,000
Products/Completed Ops. Aggregate Limit	$2,000,000

3) Automobile Liability
Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the Statewide Contract

Combined Single Limit	$1,000,000

4) Errors and Omissions Limit $2,000,000

5) Commercial Umbrella Limit $2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the named insured. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with Agency prior to commencement of any work under the statewide contract and remain in effect for the duration of the Statewide Contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to Agency, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the Contractor must procure the required insurance and provide Agency with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the software, products and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Contractor branded software, products and services provided by the Contractor. If permissible under the applicable third party manufacturers' and third party software publishers' agreement, Contractor shall assign and pass through to the State all applicable third party product manufacturers' and third party software publishers' warranties, covenant and indemnification provisions to the extent permissible under Contractor's agreement with the applicable third party. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Software, Products or Services.** All Contractor-branded software, products and services delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any software, products or services offered by the Contractor are found to be defective in material or workmanship, or do not conform to manufacturer's or publisher's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective software, products or services at Contractor's expense in accordance with the terms of the applicable warranty or Dell Return Policy in effect at the time of purchase. Payment for such defective software, products or services shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Contractor branded products provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986, to the extent such requirements are applicable to the subject product.

4. **Originality and Title to Concepts, Materials, and Products Produced.** Contractor represents and warrants that all the concepts, materials, software, products and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, software, products and works. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, products and services contemplated by the Statewide Contract.

   Notwithstanding anything to the contrary in the foregoing, to the maximum extent permitted by law, Non-Contractor branded products and services are provided subject to the third party manufacturer's or licensor's applicable software license and warranty. Contractor agrees to pass through to purchaser any indemnification or warranty provided by the manufacturer or licensor with respect to intellectual property infringement or indemnification to the extent permissible under Contractor's agreement with the applicable third party.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the software, products and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or

encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person (provided the request is not illegal under the circumstances) with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Statewide Contract.

11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Agency of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the products are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such products be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including Exhibits 1A and 1B and any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

   Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

   (i) Local license or permit requirements;

(ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and

(iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies to items (i) and (ii) below and Contractor will use commercially reasonable efforts to ensure processes are in place to obtain requested certifications under item (iii) below from subcontractors. In addition, Contractor requires all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and

reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

(i) At the time it is actually received; or,

(ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing software, products and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

(i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce products provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed $10,000,000.00 (Ten Million U.S. Dollars) or the total amount paid to Contractor for its performance under this Statewide Contract, whichever amount is greater, but not to exceed 125% of the total amount paid to Contractor during the prior 12 months of this Statewide Contractor for its performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other tangible property due to Contractor's negligent or intentional and willful wrongful act or omission while such equipment or other tangible property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

    NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM OR NETWORK OR THE RECOVERY OF SUCH, PROVIDED THAT (i) THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING DIRECTLY FROM A PARTY'S INTENTIONAL WRONGFUL ACTS OR A PARTY'S FAILURE TO BACK-UP DATA IF SUCH PARTY SPECIFICALLY AGREES WITHIN A STATEMENT OF WORK TO BE RESPONSIBLE FOR BACKING-UP DATA AND (3) LOSS OF BUSINESS OPPORTUNITY (4) BUSINESS INTERRUPTION OR DOWNTIME.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered; such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

    Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

EXHIBIT 1A
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR END USER COMPUTING

User Agency Leasing Agreement

RESERVED

EXHIBIT 1B
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
Standard Amendment to End User License Agreements for Commercial Off-the-Shelf Software

RESERVED

COMPUTING: PERCENTAGE DISCOUNT OFF LIST PRICE

EFFECTIVE DATE 6/17/2019

DELL MARKETING LP		
Products	**Standard Discount% Off List Price**	**Education Discount% Off List Price**
Category A		
Desktops	**13%**	**15%**
Peripherals	**5%**	**5%**
Accessories	**5%**	**5%**
Services	**0%**	**0%**
Category A		
Laptops	**13%**	**15%**
Peripherals	**5%**	**5%**
Accessories	**5%**	**5%**
Services	**0%**	**0%**
Category A		
Tablets	**13%**	**15%**
Peripherals	**5%**	**5%**
Accessories	**5%**	**5%**
Services	**0%**	**0%**
Category B		
Ruggedized Computing	**13%**	**15%**
Peripherals	**5%**	**5%**
Accessories	**5%**	**5%**
Services	**0%**	**0%**
Category C		
Thin Clients	**13%**	**15%**
Peripherals	**5%**	**5%**
Accessories	**5%**	**5%**
Services	**0%**	**0%**
Category E		
Peripherals	**13%**	**15%**
Accessories	**13%**	**15%**
Services	**0%**	**0%**

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

____19959_____ Federal Work Authorization User Identification Number

__10/29/2007_____ Date of Authorization

___Dell Inc_____ Name of Contractor

State of Georgia Software Agreement Renewal Name of Project

___State of Georgia_____ Name of Public Employer

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

Executed on _March_, _21_, 20_23__ in _Round Rock_ (city), _Texas_ (state).

D'Ann Autrey
Signature of Authorized Officer or Agent

__Advisor, HR Compliance_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF March, 2023.

Amy Tumey
NOTARY PUBLIC
My Commission Expires: July 18, 2026

NOTARY PUBLIC STATE OF TEXAS
AMY ELIZABETH TUMEY
Notary ID #129736197
My Commission Expires
July 18, 2026

CONTRACT AMENDMENT # 4
RENEWAL # 3
REMAINING RENEWALS # 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2022 – 06/02/2023

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2023
End Date of New Contract Term:	06/02/2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing LP
Authorized Signature:	Katherine Castillo
Printed Name and Title of Person Signing:	Katherine Castillo Paralegal Advisor
Date:	May 15, 2023
Company Address:	

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/15/2023
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-SPD0000161-0004**	**NIGP Code**	**20410, 20442, 20448, 20453, 20454, 20455, 20460, 20468, 92007, 92031, 92047, 93921**
Name of Contract	**End-User Computing**		
Effective Date	**June 3, 2019**	**Expiration Date**	**June 2, 2024**

Contract Table of Contents			
Suppliers Awarded	**8**	**Contract Information:**	**Convenience**
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Additional Contract Information			
General Contract Information			**3-4**
Contract Renewals/ Extensions/ Changes			**5**
DOAS Contact Information			**6**

Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-SPD0000161-0004**
PeopleSoft Supplier Number	**0000015689**
Supplier Name & Address	
Dell Marketing L.P. One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Katherine_Dunay@dell.com Phone: (512) 723-0818	
Contact Details	
Ordering Information	Donna Crim Account Executive Donna.crim@dell.com Phone: (404) 731-4824
Remitting Information	P. O. Box 534118 Atlanta, GA 30353-4118
Discounts	See Supplier Percentage Discount sheet
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current

	policies governing the Purchasing Card program.

General Contract Information

The purpose of this contract is to provide a Statewide source of supply and services for End-User Computing. The equipment and services pursuant to this contract have been awarded the following four Categories:

Category A	Desktops, Laptops, Tablets (including associated accessories and peripherals for each).
Category B	Ruggedized Computing Devices (including associated accessories and peripherals).
Category C	Thin Client (including associated accessories and peripherals)
Category E	PC Peripherals and Accessories (Printers are not within the scope of this contract award).

Please Note the following is not available:

Category D	Virtual Reality (was not awarded under this statewide contract).

See the Percentage Discount Off List Price document for Category pricing. All discounts shown are minimum discounts, and Suppliers may provide additional or deeper discounts to State and Local agencies under the Statewide Contract.

State entities should ask for "Academic Pricing" if obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization. Academic organizations receive significantly lower prices or significantly deeper discounts from many hardware manufacturers.

State entities must place a purchase order prior to acquiring hardware or services.

Awarded Category:

Dell Marketing L. P.B has been awarded the following Categories:
Category A – Desktops, Laptops, Tablets
Category B – Ruggedized Computing
Category C – Thin Clients
Category E – Peripherals and Accessories

Ordering Instructions:

Statewide Contract Number: 99999-SPD-SPD0000161-0004 – Dell Computers

How to Purchase

1. Review the Supplier's Percentage Discount (applicable to product and awarded category). For Percentage Discount Off List Price, see attachment. All percentage discounts shown are minimum discounts. Supplier may provide additional or increased discount % to State and Local agencies under the Statewide Contract.
2. Contact Supplier directly for possible bulk pricing/discounts.
3. You may view the Supplier products and pricing by accessing Team Georgia Marketplace.
4. You may order the Supplier products by accessing Team Georgia Marketplace. You may also order by contacting the Supplier directly, or if applicable, by contacting their approved Reseller.
5. Purchase Orders must reflect the Supplier and contract number.
6. Payments are to be remitted to the Supplier referencing the contract number.

How to Lease:

1. Complete the MANDATORY User Agency Lease Agreement, located on Team Georgia Marketplace **(This is the only approved Lease Agreement).** Lease Options Available: 24 months, 36 months, 48 months, 60 months.
2. Contact the awarded statewide supplier.

Supplier Name	Awarded Category	TGM Catalog	Order Direct	Reseller as of 06/17/2019	Leasing
ByteSpeed Computers	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No	Yes
CDW Government, LLC	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
Dell Marketing. L.P	Category A: Desktops and Laptops, Category B: Ruggedized Computing Devices Category C: Thin Client Category E: PC Peripherals and Accessories	Informatino Only	Yes	No*	No
GovConnection, Inc.	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
HP, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Lenovo - United States, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Panasonic Corporation of North America	Category B: Ruggadized Computing Devices	Information Only	Yes	No*	Yes
Howard Industries, Inc.	Category A: Laptops	Information Only	Yes	No	Yes
* Reseller certification in progress. Details will be provided.					

How to Pay:

The items on this contract should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program manager at cardprograms@doas.ga.gov.

For detailed P-card Information, visit the State's P-card web site at: http://doas.ga.gov/state-purchasing/statewide-card-programs/purchasing-cards

Changes/Renewals/Extensions

Renewal #1	June 3, 2021 - June 4, 2022
Renewal #2	June 3, 2022 - June 2, 2023
Renewal #3	June 3, 2023 - June 2, 2024

DOAS Contact Information

Donnie Treadway
Contract Management Specialist
donnie.treadway@doas.ga.gov
(404) 463-0824

For Team Georgia Marketplace questions

Procurement Help Desk
(404) 657-6000
procurementhelp@doas.ga.gov

STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: November 27, 2023

AGENDA ITEM:

Intergovernmental Agreement: City of Milton and City of Alpharetta for Computer-aided Dispatch and Police Records Management Systems

Consideration of approval of an Intergovernmental Agreement for the provision of Computer-aided Dispatch and Police Records Management Systems between the City of Alpharetta, Georgia and the City of Milton, Georgia, approval of the associated Hexagon contract change order to purchase the necessary software and training for said systems, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Intergovernmental Agreement between the City of Alpharetta and the City of Milton to continue the long-standing operational partnership between the cities as the City of Alpharetta transitions to a new software platform and the associated Hexagon contract change order to purchase the necessary software and training to accomplish the same, authorizing the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST IS NET ZERO.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milton Hexagon Contract (year 1) / 10031100-523900	$241,537.18

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milton Hexagon Contract IGA Reimbursement / 10031100-337051	$241,537.18

ITEM DESCRIPTION:

The City of Alpharetta and The City of Milton have utilized multi-agency capabilities of both CAD and RMS since 2010. The City of Alpharetta is upgrading and migrating to a new CAD and RMS vendor. The City of Milton wishes to continue to partner in this endeavor. The City of Milton will purchase the needed software and training to accomplish this task from the City of Alpharetta under the competitive bid process previously approved by the Council. This IGA sets forth the necessary agreements, guidelines, remediation, and cost recovery actions to accomplish this partnership. The associated change order to purchase software and training in the amount of $241,537.18 will be invoiced to the City of Milton to be paid by the City of Milton under the provisions of the IGA. This will result in no additional cost to the City of Alpharetta.

Each year the annual maintenance cost will be distributed according to the IGA with the City of Milton the IGA.

ALTERNATIVES:

The City of Milton would need to procure and install their own CAD/RMS software solution and all associated costs with managing the implementation and deployment of said software solution. This option would include a potential need to alter the existing 911 call center operations IGA with the City of Milton to reflect the changing service levels.

ATTACHMENTS:

1. ALP01-CO1 - Milton Add on Agency_Change Order (SIG executed 11-13-23)
2. 2023-11-10 IGA Milton hexagon 09122023_v5

CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Alpharetta, GA	
CUSTOMER ADDRESS:	2 Park Plaza Alpharetta, GA 30009	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	November 13, 2023	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	ADD City of Milton, GA	
ORIGINAL PO / CONTRACT NUMBER:	23000700 / 22-115, Addendum #1	
CURRENT CONTRACT VALUE:	$2,429,290.00	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$2,670,827.18	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	241,537.18	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2023-56256
QUOTE & CHANGE REQUEST EXPIRATION DATE	November 30, 2023
PROJECT MANAGER:	Greg Giurintano
SALES CONTACT:	Alexandrea Cohen
PROJECT NUMBER:	ALP01

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement");

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

— Adds Software, Services and associated Maintenance for the City of Milton,GA as an additional agency to the system. First-year Recurring fee on Cloud Program Subscription software begins upon delivery of the license keys to Customer and Third Party Software Maintenance contemplated by this Change Order begins upon production use of such software.

--- Adds additional Training Services for the City of Milton, GA. Change Order includes one (1) OnCall Records Train-the-Trainer class and one (1) OnCall Dispatch Mobile Unit Train-the-Trainer class.

ASSUMPTIONS:
> With the exception of the two Train-the-Trainer classes noted above, the Change Order does not include any additional or separate tasks for the City of Milton, GA as Milton resources will participate in the tasks defined in the Alpharetta Statement of Work, dated March 27, 2023.
> The number of attendees for training sessions will remain the same as specified in Attachment D - Training Curriculum in the Statement of Work, dated March 27, 2023.
> The City of Milton will use the Alpharetta defined configurations for OnCall Dispatch and OnCall Records
> Hexagon is not responsible for entering Milton Agency data information to OnCall Records
> Change Order assumes the City of Milton will cutover at the same time as Alpharetta.
> Annual recurring fee will be adjusted based on this Change Order

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW):

Change Order delivery details

Delivery date	*To be scheduled upon Change Order execution*
Handling priority	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*Attachment A - Statement of Work - Additional Training*
Changes to contract schedule	*No Change*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:

Change Order Payment Milestone #1 in the amount of $58,457.47 is due upon Change Order execution

Change Order Payment Milestone #2 in the amount of $53,800.83 is due upon completion of Attachment A: SOW Additional Training

Subscription fee amount for the first year of the Cloud Program is $129,278.88 and is due in accordance with the Master Terms.

Total amount to be paid for Change Order is $241,537.18

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	One-time Project Services				$48,694.87
	On-Call Records Train-the-Trainer				$22,422.43
	OnCall Dispatcher Mobile Unit Training				$31,378.40
	Licensing:				
	HxGN OnCall Dispatch - Viewer - Cloud (12 Month Subscription) **Included in Cloud Program program subscription fee*	HCL1166	5		
	HxGN OnCall Dispatch - Mobile Unit - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL1202	25		
	HxGN OnCall Dispatch - Mobile Responder Client - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL3209	3		
	HxGN OnCall Analytics - Viewer - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2310	5		
	HxGN OnCall Records - Concurrent User License - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL0140	25		
	HxGN OnCall Analytics - Author - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2311	1		
	Trancite Easy Street Draw	THRDSW001	1	$5,200.00	$5,200.00
	CommSys ConnectCIC	THRDSW002	1	$1,250.00	$1,250.00
					-
				Total of Items Added:	**$108,945.70**

Maintenance, Recurring Annual Fees (or Extended Warranty) of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Cloud Program Subscription Fee				$129,278.88
	Trancite Easy Street Draw	THRDSW001	1	$3,000.00	$3,000.00
	CommSys ConnectCIC	THRDSW002	1	$312.60	$312.60
				Total Software Maintenance Added:	**$132,591.48**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	$241,537.18
Removals:	-
Project Credit Applied	-
Total Change Order Price:	241,537.18

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** November 13, 2023

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – ADDITIONAL TRAINING

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order. Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement.

General Assumptions

Change Order Task 1 – Additional Training

Hexagon resources will conduct the following Train-the-Trainer sessions for the City of Milton-designated personnel.

- HxGN OnCall Records Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.

Task Assumptions

- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon Training Classes;

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- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon Training Classes to the Customer

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HxGN OnCall Records Train-the-Trainer Training (Qty: 1)

This course provides training for the agency-designated trainers. All modules will be reviewed and related to each department in the agency such as Records, Patrol, Investigations, Evidence, and other departments. The users review the modules, searching capabilities, reporting, and other features in OnCall Records.

MAJOR TOPICS

- Navigating in OnCall Records
- Understanding the OnCall Records tabs: Hone, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, and Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Reviewing the OnCall Records Modules
- Using the Record Properties menu
- Using the Records Linked menu
- Linking data
- Configuring alerts
- Exporting search results
- Setting alerts
- Understanding workflow
- Combining Master Index records
- Using canned and Report Server reports

PREREQUISITES

- Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Understanding of basic Public Safety terminology
- Knowledge of agency business processes
- Agency modules to be used have been identified
- OnCall Records configuration complete
- OnCall Records Customer Functional Testing complete

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Agency trainers or end users
Duration	4 Days
Student Capacity	12, with a maximum of one student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer’s workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events
Duration	Two (2) days
Student Capacity	Twelve (12)

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
Computer-aided dispatch and
Police Records Management Systems
BETWEEN
THE CITY OF ALPHARETTA, GEORGIA AND
THE CITY OF MILTON, GEORGIA

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, a Georgia municipal corporation ("Alpharetta"), and the City of Milton, a Georgia municipal corporation ("Milton") (collectively, the "Parties") is entered into on _____, by the terms hereof:

WITNESSETH:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services and to extend those services to other jurisdictions pursuant to a contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the Parties intend to contract under the authority set forth above rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton have maintained an excellent working relationship with shared agency Computer Aided Dispatch (CAD) and Records Management Systems (RMS) since October 2010;

WHEREAS, Alpharetta has undertaken an upgrade and replacement of the existing CAD and RMS through a fully vetted competitive bid process;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide CAD and RMS access, including access to CAD records, RMS, and field-based reporting services (Mobile);

WHEREAS, this Agreement establishes the cost of services;

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1 PURPOSE AND INTENT

This Agreement aims to provide for the vital and necessary reporting of police and fire activity from computer-aided dispatch records and police incident and accident reports through a cooperative purchasing agreement by and between Alpharetta and Milton. This will allow the Parties to better provide and execute public safety services to its citizens.

Milton agrees to abide by the terms provided in the attached Change Order provided Exhibit A. Accordingly, Alpharetta agrees to provide Milton with courteous, efficient, and accessible CAD / RMS capabilities, licensing, and support for the term of the agreement. This Agreement sets forth the Parties' responsibilities regarding the services to be performed.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

CAD Records means access to and reporting from Computer-aided dispatch event history for emergency calls for service, non-emergency calls, and other associated emergency services activities for both Police and Fire.

Police Records Management System (RMS) means the official written record of criminal activity, accident report, Officer Activity, or other official written record of police activity.

Calls For Service means response activities generated and recorded within the Computer Aided Dispatch system.

NIBRS means the National Incident-Based Reporting System as published by the Federal Bureau of Investigation under the Department of Justice.

GIS means Geographic Information Systems, which is the mapping functionality provided by ESRI, Inc.

ARTICLE 3 TERM OF AGREEMENT

1. **Term**. This Agreement shall commence immediately upon the execution of this document and shall expire ten (10) years from the date of execution, subject to any provision or modifications contained within the underlying agreement. At the conclusion of this term, each party will be solely responsible for providing CAD and Police records for the respective agencies unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties.

2. **Termination of Agreement for Cause**. Either party may terminate this Agreement if the other party fails to perform in accordance with the provisions of the Agreement or the breaching party does not cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of prior written notice to the other party.

3. **Termination for Convenience**. Notwithstanding any other provisions, either party may terminate this Agreement for its convenience with twelve (12) months'

written notice of termination to the other party. Upon termination for convenience, either party waives any claims for damages, including any loss or replacement cost.

ARTICLE 4 PAYMENT

1. Alpharetta shall retain ownership of the software license and, therefore, shall be solely responsible for the accounts payable to the vendor. Alpharetta shall provide initial customer support and all communications with the vendor. Alpharetta shall invoice Milton any and all fees based on licenses, cloud-based fees, and support costs based on the Change Order.

2. Milton shall tender payment to Alpharetta based on all fees as provided in the Change Order provided on Exhibit A on a net 30 basis.

ARTICLE 5 CAD, RMS, Mapping systems, Cloud Access

Milton, working with and through the City of Alpharetta Department of Public Safety, will have access to the following:

a) Cloud-based Computer-aided dispatch (view Only) Records for the purposes of research and documentation;

b) Cloud-based Police Records Management system, which is fully NIBRS and FBI NIBRS compliant;

c) Mobile dispatch system to facilitate the response and reporting of activities from the Police and Fire units operating in the field;

d) Training resources; and

e) Input into the configuration and user-based procedural programming of the system.

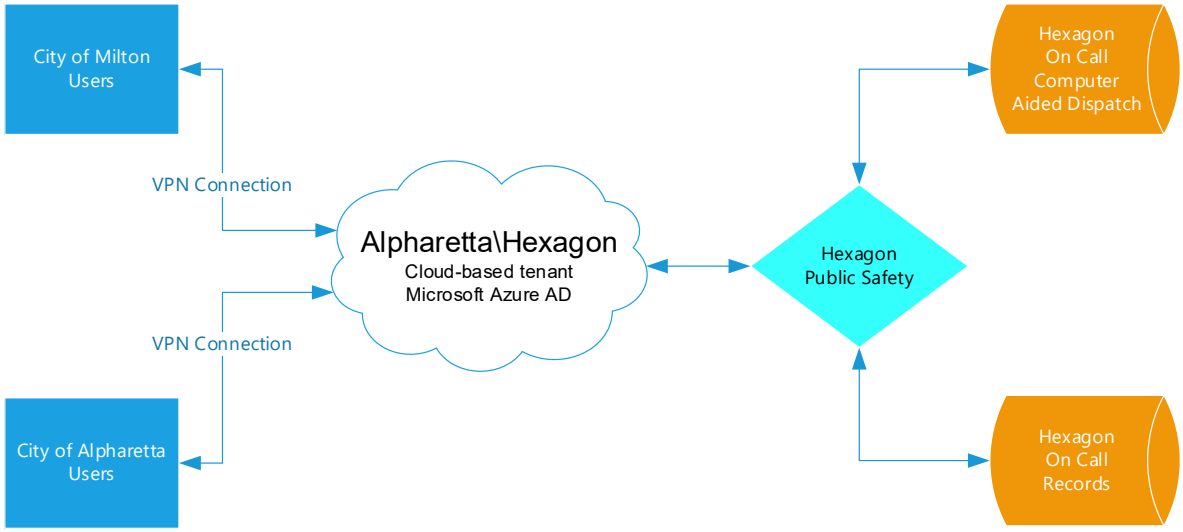
An integral part of current CAD/RMS systems is the availability of GIS/mapping. Milton agrees that GIS personnel from Milton will work closely with Alpharetta GIS personnel to ensure a compliant, up-to-date, functional GIS mapping system utilizing ESRI mapping in the World Geodetic System 1984 (also known as WGS84) projections.

As the applications covered by this agreement are cloud-based, utilizing current active directory technology provided by Microsoft Azure Active Directory, each municipality shall be independently responsible for:

a) Establish independent connectivity to the Alpharetta\Hexagon cloud-based tenant in Microsoft Azure AD using a VPN or a provider circuit.

b) Manage independent identities and synchronize those identities to the Alpharetta\Hexagon cloud-based tenant using Microsoft Azure AD.

c) Ensure identity management and authentication meet CJIS standards and cybersecurity best practices.



ARTICLE 6 EMPLOYMENT STATUS

All Alpharetta personnel assigned under this Agreement are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing functions pursuant to this project or process on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7 RECORD KEEPING AND REPORTING

The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

Except as limited by any state or federal law provision, Milton may request, review, and access data and Alpharetta records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 ANCILLARY SERVICES

Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4 and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a records management system.

Various operational guidelines, procedures, and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in this Section 8 in the paragraph above.

ARTICLE 9 ALPHARETTA-MILTON RELATIONS

The Alpharetta Public Safety Director, or his/her designee, will work side by side with the City of Milton's Police Chief, or his/her designee, and Fire Chief, or his/her designee, to facilitate a functional system mutually beneficial to all parties involved.

ARTICLE 10 TRANSITION

In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of CAD and RMS records pursuant to this Agreement for the residents, businesses, and visitors of Alpharetta and Milton.

The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's CAD / RMS records system.

Alpharetta and Milton agree that ninety (90) days prior to the expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11 INDEMNIFICATION

The Parties intend to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify, and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Milton's participation.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its

employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Alpharetta's participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12 EVENT OF DEFAULT

An event of default shall mean a material breach of this Agreement.

An event of default by Alpharetta will occur should the following events arise:

a) Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Article 8.

b) Alpharetta does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by the action of the Milton City Council to the Alpharetta City Council on more than one occasion.

An event of default by Milton will occur should the following events arise:

a) Milton fails to timely remit payment as contemplated in Article 4.

b) Milton does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Milton fails to assign or dedicate an employee or agent for the operation and implementation of CAD / RMS.

d) Milton fails to fully participate and cooperate, as may be necessary, in any configuration or user-based programming of the systems mentioned herein and described *supra.*

e) Milton's GIS personnel fail to operate, coordinate, and interact with Alpharetta's GIS personnel in a good faith manner to establish and implement GIS functionality.

ARTICLE 13 OPPORTUNITY TO CURE, TERMINATION, AND REMEDIES

Alpharetta or Milton may terminate this Agreement pursuant to an event of default not otherwise cured, or the term of this Agreement expires or terminates as contemplated in Article 3.

If Milton determines that Alpharetta has defaulted under the terms of this Agreement, Milton shall notify Alpharetta in writing and within a reasonable time after Milton has been made

aware of the default. Such notice shall specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

If Alpharetta determines that Milton has defaulted under the terms of this Agreement, Alpharetta shall notify Milton in writing and within a reasonable time after Alpharetta has been made aware of the default. Such notice shall specify the basis for the default and advise Milton that the default must be cured to Alpharetta' s reasonable satisfaction within a 60-day period, except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14 AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Chris Lagerbloom, City Administrator
2 Park Plaza
Alpharetta, Georgia 30009
(678)297-6000

With a copy to:

City Attorney for the City of Alpharetta
Jarrard & Davis, LLP

222 Webb Street
Cumming, Georgia 30004

If to the City of Milton:

Steven Krokoff, City Manager Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

City Attorney for the City of Milton
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30004

ARTICLE 16 NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton. This Agreement shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21 E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all

E-Verify and Title VI requirements and execute any required documents related to such compliance. Further, each party agrees that any contracts for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22 NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

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(Signatures on following page)

IN WITNESS WHEREOF, Alpharetta and Milton have executed this Agreement through their duly authorized officers on the day above written.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Steve Krokoff, City Manager

[AFFIX CITY SEAL]

Approved to form:

By: _____
Ed Howden, City Attorney

(Signatures continued on following page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____ [AFFIX CITY SEAL]
Chris Lagerbloom, City Administrator

Approved to form:

By: _____
Ed Howden, City Attorney

Exhibit A
Change Order

STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: November 27, 2023

AGENDA ITEM:

Request for Proposal 23-116: Public Safety Concealable Body Armor
Consideration of approval of the award of RFP 23-116 and a five-year contract to Galls, LLC for concealable body armor for the Public Safety Department and authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 23-116 and a five-year contract to Galls, LLC for concealable body armor for the Public Safety Department and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $35,000 ESTIMATED FOR FISCAL YEAR 2024. CONCEALABLE BODY ARMOR PURCHASES ARE PRIMARILY FUNDED THROUGH GRANT FUNDS AND SUPPLEMENTED THROUGH DEPARTMENTAL UNIFORM FUNDING WITHIN THE PUBLIC SAFETY DEPARTMENT'S OPERATING BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
2023 Bulletproof Vest Grant Purchases (22031150-542100-TBD)	$17,000
Uniforms / 10031100 - 531700 - PAD01	$18,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
2023 Bulletproof Vest Grant (22031150-331110-TBD)	$17,000
N/A	$0.00

ITEM DESCRIPTION:

The Public Safety Department purchases concealable body armor ("ballistic vests") for Police, Police Reserves, and volunteer personnel. The City's prior concealable body armor contract expired on April 30, 2023.

The City's intent is to award a 5-year non-exclusive contract to vendor(s) that meet the ballistic vest requirements listed in the RFP. The FY 2024 anticipated spend on body armor is $35,000, of which $17,000 would be funded by the 2023 awarded bulletproof vest grant, and the remaining amount would be funded from the FY 2024 uniform budget that was approved during the budget process. Future year purchases will be made pursuant to the unit-prices in the concealable body armor contract and subject to budgetary appropriations.

The Public Safety and Finance Departments prepared a Request for Proposal (RFP) and advertised proposals

in March 2023. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City. The City received two (2) proposals from the following firms: Galls LLC and Walter Craig Law Enforcement, LLC.

Each proposal was evaluated through a 2-Phase approach.

- Phase 1 evaluation criteria includes:
    1. 40%: Technical Proposal, Method of Providing Service, and Project Approach
    2. 40%: Project Team, Resumes, Statements of Qualifications, Project Staffing, and References
    3. 17%: Other Factors - including distinctive features, additional services, etc.
    4. 3% Alpharetta vendor preference.

  The proposal from Walter Craig Law Enforcement, LLC was found to be non-responsive during the Phase 1 evaluation process (e.g., did not submit the required evaluation requirements).

- Phase 2 evaluation criteria includes:
    1. 57%: Fit and Comfort (wear testing)
    2. 43% Cost

The concealable body armor proposed by Galls, LLC scored highly in both phases of the evaluation process. The Department has worked with Galls LLC before and is satisfied with their service delivery and the quality of their products.

Detail evaluation scoring is included below:

23-116 - Concealable Body Armor for Public Safety Department

Scoring Summary

Active Submissions

		PHASE 1				PHASE 2	
Supplier	Total Final Scoring (Phase 1 and 2) / 200 pts	TOTAL Phase 1 Scoring (Technical) / 97 pts	Technical Proposal, Method of Providing Service, Project Approach / 40 pts	Project Team, Resumes, Statements of Qualifications, Project Staffing, References / 40 pts	Other, including distinctive features, additional services, etc. / 17 pts	Fit & Comfort (wear testing) / 57 pts	Cost / 43 pts
Galls, LLC	154.53	74.48	32.00	31.00	11.48	37.05	43.00 ($840)

Eliminated Submissions

		PHASE 1			
Supplier		TOTAL Phase 1 Scoring (Technical) / 97 pts	Technical Proposal, Method of Providing Service, Project Approach / 40 pts	Project Team, Resumes, Statements of Qualifications, Project Staffing, References / 40 pts	Other, including distinctive features, additional services, etc. / 17 pts
Walter Craig Law Enforcement LLC		30.83	8.00	19.00	3.83

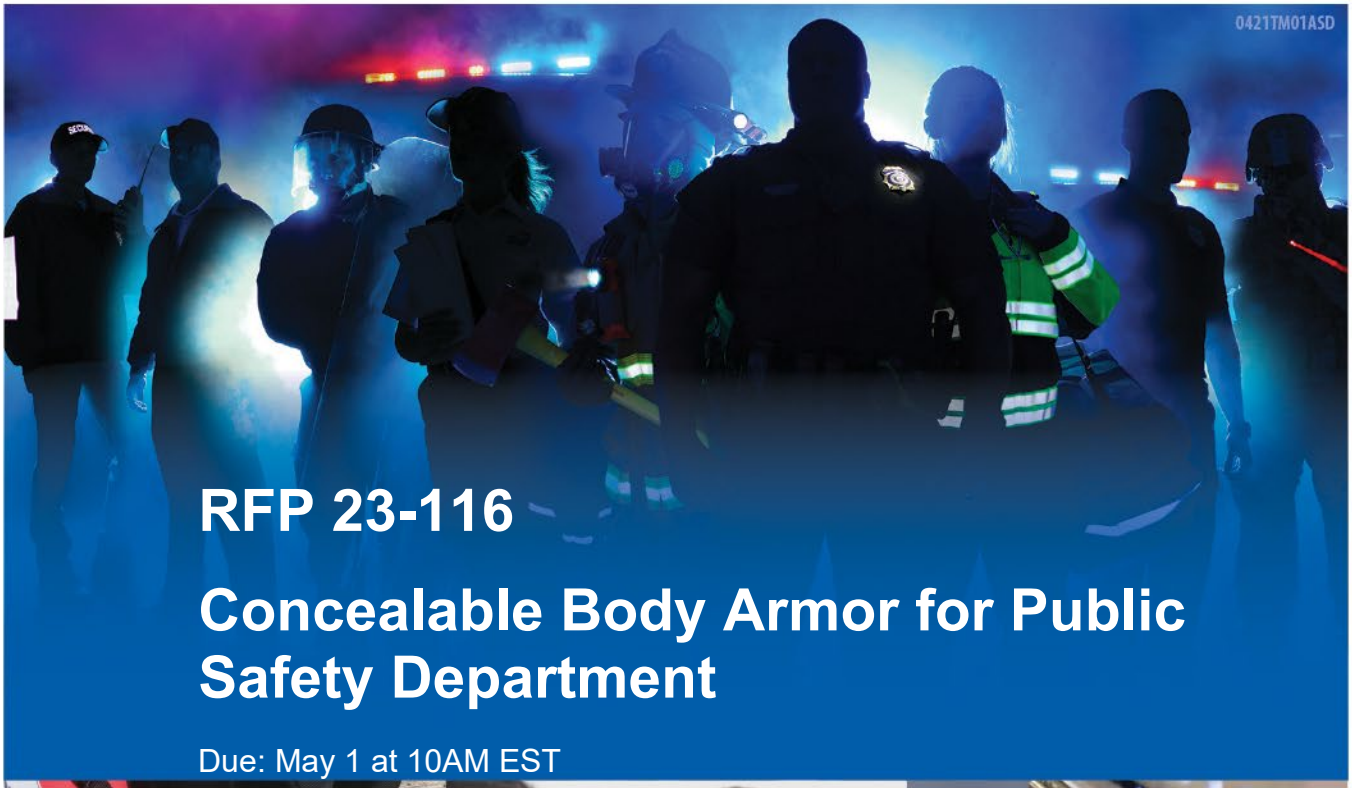
ALTERNATIVES:

The City Council could reject the department's recommendation and issue a new competitive procurement.

ATTACHMENTS:

1. 23-116 - Galls Proposal Body Armor

2. RFP 23-116 Cost Sheet-Galls
3. Galls LLC 23-116 Body Armor Contract Draft



RFP 23-116

Concealable Body Armor for Public Safety Department

Due: May 1 at 10AM EST



PREPARED FOR

CITY OF ALPHARETTA
DEBORA WESTBROOK
purchasing@alpharetta.ga.ua

PREPARED BY

Galls LLC
David Adams, Lead Contract Management Specialist
bidreview@galls.com, 859-787-0428
1340 Russell Cave Road, Lexington, KY 40505

1340 Russell Cave Road
Lexington, KY 40505

April 30th, 2023

Re: Cover Letter and Company Profile of Galls, LLC for the City of Alpharetta's RFP 23-116 titled Concealable Body Armor for Public Safety Department

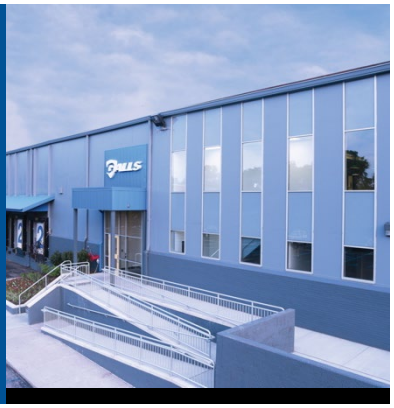
Galls, LLC ("Galls") is excited about the opportunity to service the City of Alpharetta ("Alpharetta") for your body armor needs and look forward to becoming a key Partner if awarded. Galls has been in business for over 56 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America's public safety professionals.

Galls has partnerships with many of the key manufacturers of public safety equipment, including body armor, in the United States, and can use these relationships to ensure that Alpharetta always stays supplied. By choosing Galls, you are choosing the largest network of public safety retail branches, distribution centers, and local representatives, so your equipment will always be close at hand and will be supported by skilled and experienced staff.

Galls corporate office and main distribution center is at 1340 Russell Cave Road, Lexington, KY 40505, and the retail branch that will provide in-person service for Alpharetta is at 1395 S. Marietta Parkway, Marietta, GA 30067.
Thank you,

David Adams
Lead Contract Management Specialist
Galls, LLC
1340 Russell Cave Road, Lexington, KY 40505
bidreview@galls.com
859-787-0428

GALLS TECHNICAL PROPOSAL



PRODUCT REQUIREMENTS

Attached to Galls proposal, you will find detailed manufacturer specification sheets. These meet all of Alpharetta's requirements, and we believe will provide an excellent value in addition to their unmatched protection. The Ballistic panels, hard rifle rated trauma plates, concealable carriers, and outer carriers we supply all come with their manufacturer's warranties as well as Galls No Hassle Guarantee. With Galls, you also get access to our nationwide network of logistics and skilled craftspeople with every purchase. Galls gladly offers to supply samples to confirm that they comply with your specifications, and to allow your end-users to test them if needed.

VENDOR REQUIREMENTS

Galls can provide on-site measurements, fittings, and alterations, and for any item that requires a more detailed alteration we have the largest network of highly trained professionals ready to get your items back into your hands with the quickest possible turnaround time. We even have strategic partnerships with the manufacturers of this body armor, meaning we get priority for repairs, alterations, maintenance, and service requests, and we will pass these benefits on to Alpharetta.

Orders can be placed via phone, email, in person at a fitting, or at one of our retail branches. With our retail branches in Marietta and Atlanta, our employees and services are only a short drive away from Alpharetta, so anything requiring same-day or expedited service will have the benefit of walk-in service. In addition, Galls has a network of Regional Account Executives to back up our retail branch employees, which means that we can arrange for a skilled and highly trained professional to travel to locations of Alpharetta's choosing for service, measurements, or alterations. Alterations, repairs, or replacements will be included in the item pricing within 60 days of acceptance of delivery, and we are always here to help for any questions or concerns you may have about your purchase.

Galls takes our responsibility to provide our customers with the highest quality products very seriously. We also recognize that many of the items we sell are intended for law enforcement or public safety professional use only. The body armor we sell is serialized and tracked for its lifetime, which means that we will have record of the serial number and the officer the vest was made for, along with their measurements, sizes, and any pertinent information regarding the item.

Galls has a dedicated Accounting team specifically to ensure invoicing and billing are accurate, timely, and tailored to the needs of our customers. With many of our customers being in the public sector, our billing is often open for public review, so it has to be correct and efficient. If Galls is awarded, Alpharetta will have their own dedicated Accounting team member assigned to ensure that there is a point of contact available to discuss billing at any time. Our accounting and invoicing team can also be reached at ar@galls.com for general invoicing questions.

Once an order is placed, a user can track their order's progress at any time through the website, and if they provide an email or phone number they will even be sent notifications at every step of the order process from Order Received to Delivered or Ready for Pickup. Because of Galls first class logistics and inventory system, once a user places an approved order, it immediately starts processing, so there is no delay from order placement to the beginning of order fulfillment.

PROJECT TEAM, RESUMES, QUALIFICATIONS, STAFFING, AND REFERENCES



GALLS PERSONNEL AND LOCATIONS

We have handpicked a team with the experience, training, and efficiency needed to ensure the highest quality products reach Alpharetta with the quickest possible turnaround time. Galls plans to use an approach that has worked for us many times in the past, where we have assiged an inside and outside representative, so we are always here when you need to reach us whether that is in-person or electronically. By choosing Galls, you will be able to enter our retail branch for service, schedule our RAE to perform on-site service, or contact us for expedient solutions to any services you may need. Below you will find some background information about our hand selected team, along with their proposed roles in Alpharetta's body armor project.



JARON DOANE, REGIONAL ACCOUNT EXECUTIVE

Jaron has worked at Galls for the last year and a half managing relationships and servicing all customer needs for the state of South Carolina. It is the Regional Account Executives responsibility to ensure customers are onboarded efficiently and all contract obligations are being executed. The RAE will be available for in person meetings with the customer, can schedule on-site sizing, coordinate sizing, or meetings at the Galls location in Marietta GA.

PRIMARY CONTACT – TRAVEL ABILITY
864-913-7058
DOANE-JARON@GALLS.COM



JIM KELLY, STRATEGIC ACCOUNT MANAGER

Jim has worked at Galls for 5 years as a Strategic Account Manager and located at our HQ in Lexington Kentucky. It is the Strategic Account Manager's responsibility to manage the customer's day-to-day needs. This includes providing quotes, ensuring orders are entered correctly, following up with the vendor with any questions before or after delivery, and assisting with billing or invoicing questions. The SAM will work closely with the RAE to ensure all customer needs are being taken care of and that all projects are executed in a precise and timely manner.

SECONDARY CONTACT – DAY TO DAY NEEDS
859-800-1336
KELLY-JIM@GALLS.COM



KIMBERLY STERLING, GALLS MARIETTA STORE MANAGER

Kimberly has Worked at Galls for 5 years, starting out at our Atlanta store location as a front of house team member and then being promoted to manage our Marietta store location where she has been for the past 2 years. Our store manager can be an additional point of contact for fittings and can collaborate with the rest of the Galls team to make sure we are exceeding customer expectations.

IN-PERSON SERVICE
404-558-2350
STERLING-KIMBERLY@GALLS.COM

REFERENCES

With our extensive history of providing public safety body armor, uniforms, equipment, and supplies, Galls can provide references from our hundreds of active public contracts, as well as out thousands of non-contract customers. We have selected four that we believe best demonstrates our capabilites related to the items and service requirements listed in this RFP:

1) Harris County Police Department
   - Contact: Wayne McGlamery, Quartermaster
   - wmcglamery@co.henry.ga.us
2) Sandy Springs Police Department
   - Contact: Beverly Moore, Quartermaster
   - bmoore@sandyspringsha.gov
3) Fulton County Schools Police Department
   - Contact: Mark Sulborski, Chief of Police
   - sulborski@fultonschools.org

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GALLS DISTINCTIVE FEATURES, ONLINE OPTION, AND SERVICE



GALLS CAPACITY, SERVICES, AND CUSTOMER SERVICE

Galls is the largest provider of public safety uniforms and equipment in the industry. Through our position as the market leader, we employ more than 1,500 employees. Galls generates around $500 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Between our financial capacity, for which we can provide confidential financial reports if requested, our unrivaled logistics network, and our dedicated workforce there are no competitors who can match our capacity to deliver the products you need in the quickest possible turnaround time and at the highest level of quality.

Galls is proud to serve public safety professionals, and we therefore fully stand behind the Alpharetta's stated focus of Cooperation, Industry, Profession, and Membership. We believe that our work is important because it contributes to the work of public safety professionals. This is a resposibility we do not take lightly, so our commitment to customer service permeates our entire organization from our training for new employees all the way to our executive leadership team. Every order we ship has a card with the personal contact information of our CEO, because from top to bottom we care about ensuring our customers get the equipment they need, when they need it. We believe in a supplier/customer relationship being a true partnership, and always keep the lines of communication open to ensure we tackle any issues immediately as they arise. In the event of a customer complaint, all communications are documented so a full diagnostic can take place to determine not just a solution, but the root cause to prevent any issues from recurring. Alpharetta will have access to their dedicated representative, the team leader responsible for ensuring quality service, and a direct line to executive level leadership whenever needed. In addition to the dedicated representatives that will be assigned to Alpharetta, Galls has trained customer service representatives available over phone from 8AM-9PM EST. There will always be someone available to assist Alpharetta in their uniform needs.

In the event of an emergency or disaster, the majority of Galls customer service and problem solving employees have the ability to work from home to ensure no disruption in communication if a local event prevents our HQ from operating. As Galls has a continent spanning logistics network, any local disruption can be remedied by brining in assistance from a neighboring township, county, or state.

Galls has vast experience in providing the types of items required by the RFB, along with any repairs alterations, sizing, embroidery (including multi-color), sewing, or other services required by Public Safety Professionals. For speciality items like body armor, Galls has strategic partnerships with many of the industry's leading manufacturers, which means our employees have the tools, training, and supplies needed to make repairs, and the connections to obtain direct manufacturer assistance when needed. For new items, replacement items, or discontinued items, Galls will most often have advanced warning from the manufacturer due to our position in the market, and we can provide that direct knowledge to Alpharetta customers. Whenever a change is coming, Galls will be ahead of it and ready with options and any needed training for affected customers. With our industry leading facilities, Galls has everything Alpharetta needs in-house. This means fewer backorders, more accurate service, and a reduced lead-time for delivery.

GALLS FACILITIES AND QUALITY ASSURANCE

Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately $100M in on-hand inventory. The IM department utilizes an integrated inventory management forecasting system which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory. Galls' IM Team reviews electronic data provided by the system and then adds human logic as well as customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.

Galls provides multi-point inspections to every item we intake, alter, sell, and deliver. At each of these steps, a quality check is performed, so we can ensure that only the highest quality goods enter or leave our facilities. In the event of an issue, Galls documents every step along the way to find where it occurred, and ensure it does not happen again. Galls retains stock of many items for quick turn around in the rare event of a quality concern.

Galls' main distribution center (DC) is in Lexington, KY. The DC is approx. 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Galls has 2 additional distribution centers; one in Cerritos, California with 50,000 square feet and the other in Olathe, Kansas with 30,000 square feet. We can leverage these, plus our 100+ retail branches and service centers, to ensure stock is warehoused where it is most needed, and Alpharetta customers can rest assured that their needed equipment is at the ready whenever possible.

GALLS ONLINE OPTION

Galls has an optional proprietary eQuip software which can be customized and tailored to Alpharetta's unique needs. Each user is able to have a unique passoword secured login that is tied directly to our contract, and can access the website 24/7 through a computer or mobile device, and each user's access can be fine tuned from view only to full access to contract items. Contract items can be anything from stock items to fully custom item kits. This means that only users approved by Alpharetta can access the website, and each user will only be able to see the items they are approved for, with full descriptions and photos, at the contract prices. Galls can provide training for Administrative staff, individual employees, and will also provide self service training materials if needed. Administrative staff will also have the ability to add or delete items as the needs of Alpharetta change, and with Galls inventory and selection being the largest in the inventory, you'll have the ability to pivot as needed and stay up to date on all the latest equipment. eQuip is designed to be user friendly and familiar, so if you have ordered items from an online retailer before, you will find eQuip to be simple and efficient to use!

When placing an order, an employee will see their approved items, which means that each user will have items that are a fit for their location and its regulations and requirements for security officers. Items can be pre-approved by Alpharetta on an individual employee level, or set to require a secondary approval if needed. Once an order is placed, a user can come back to the website to track their order's progress at any time, and if they provide an email or phone number they will even be sent notifications at every step of the order process from Order Received to Delivered or Ready for Pickup. Because of Galls first class logistics and inventory system, once a user places an approved order, it immediately starts processing, so there is no delay from order placement to the beginning of order fulfillment.

Model No.

AXBIIIA

Technical Specifications

THREAT LEVEL
IIIA

MALE

NIJ 0101.06

TECHNICAL SUMMARY & NIJ DATA

WEIGHT	THICKNESS
0.79 lbs./sq ft	0.19 inches

TECHNICAL SUMMARY

STANDARD	NIJ-0101.06
MODEL NO	AXBIIIA
SERIES	A-Series
THREAT LEVEL	IIIA
SEX	MALE
WEIGHT	0.79 LBS / SQ FT
THICKNESS	0.19 INCHES
BALLISTIC PANEL MATERIALS	Woven Aramid and UD Polyethylene
PANEL COVER MATERIAL	Nylon
BERRY COMPLIANT	Yes

NIJ COMPLIANCE TEST DATA

357 Sig V50	1863 fps	568 mps
44 Mag V50	1713 fps	522 mps

SPECIAL THREAT TEST Summary Results (V50)

9-mm, 124-grain FMJ	9-mm, 127-grain SXT	.357 SIG GDHP	.22-cal, 17-grain FSP V2	2-grain RCC	4-grain RCC	16-grain RCC	64-grain RCC	.357-mag., 158-grain JSP
2035	1931	1862	1966	2855	2523	2151	1788	1548

SPECIAL THREAT TESTING

The ballistic resistance test was performed at an NIJ independent laboratory using the following threats:

- 9mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles
- 9mm-127- grain supreme expansion technology (SXT) projectiles
- 5.7X28 mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- 357 SIG., 125-grain Gold Dot Hollow Point (GDHP) projectiles
- 2-,4-,16-, and 64-grain right circular cylinder (RCC) projectiles
- .22-cal., 17-grain fragment simulating projectiles (FSP)
- 9-mm Fiocchi, 115-grain FMJ projectiles
- 9-mm Wolf, 115-grain FMJ projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- 5.70 x 28-mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- .40-cal., 165-grain S+W Speer gold dot hollow point (GDHP) projectiles
- .45 Auto, 230-grain brass jacketed hollow point (BIHP) projectiles
- 12-gauge, 2 ¾ -in mag., 1oz. Slug projectiles

The AXBIIIA has been tested in accordance with FBI Test Protocol 4.1 and LAPD test protocol.

2102 SW 2nd Street • Pompano Beach, FL 33069 • 1-800-413-5155 • 1-954-630-0900 • PointBlankEnterprises.com

Model No.

BIIIA-2

Technical Specifications

THREAT LEVEL
IIIA

MALE

NIJ 0101.06

TECHNICAL SUMMARY & NIJ DATA

WEIGHT	THICKNESS
0.96 lbs./sq ft	0.25 inches

TECHNICAL SUMMARY

STANDARD	NIJ-0101.06
MODEL NO	BIIIA-2
SERIES	B-Series
THREAT LEVEL	IIIA
SEX	MALE
WEIGHT	0.96 LBS / SQ FT
THICKNESS	0.25 INCHES
BALLISTIC PANEL MATERIALS	Woven Aramid and UD Polyethylene
PANEL COVER MATERIAL	Nylon
BERRY COMPLIANT	Yes

NIJ COMPLIANCE TEST DATA

.357 SIG V50	1872 fps	571 mps
.44 Mag V50	1645 fps	501 mps

OMEGA

THREAT LEVEL: SPECIAL RIFLE THREATS IN-CONJUNCTION WITH II AND IIIA SOFT ARMOR

The Omega plate takes ballistic performance to new levels. The Omega plate has been independently tested to meet special threat requirements for rifle threats ICW with both Level IIIA, II and Ballistic/Stab Soft Armor systems. Available in a variety of sizes, the Omega is exceptionally lightweight, thin and provides superior protection against special threats.
**This is not an NIJ certified plate.*



Protection Type / Level: Special (Rifle)
Configuration: ICW
Thickness: .50"
Curvature: Multi-Curve
Construction: Composite

SIZE	SHAPE	WEIGHT
5" x 8"	Full-Size (single curve)	0.79 lbs
6" x 8"	Full-Size (single curve)	0.95 lbs
6" x 8"	Female Full-Size (single curve)	0.95 lbs
7" x 9"	Full-Size	1.20 lbs
7" x 9"	Female Full-Size	1.20 lbs
8" x 10"	Shooter's Cut	1.47 lbs
10" x 12"	Shooter's Cut	2.1 lbs
7.25" X 11.50"	Shooter's Cut	1.6 lbs.
8.75" X 11.75"	Shooter's Cut	1.9 lbs.
9.50" X 12.50"	Shooter's Cut	2.2 lbs.
10.25" X 13.25"	Shooter's Cut	2.5 lbs.
11" X 14"	Shooter's Cut	2.8 lbs.

*All weights are approximate

///// BALLISTIC PERFORMANCE /////

Stand-Alone Threat Testing:
44 MAG, 240 grain (SWCGC)
9mm x 19mm, 115 grain (FMJ)

ICW Special Threat Testing:
7.62mm x 51mm (M80)
7.62mm x 39mm PS Ball (MSC)
5.56 x 45mm (M193)

ICW Testing Conducted with Level II, IIIA, and Combo Soft Armor Models:
AXII, BII-1, AXIIIA, AXBIIIA, CB-S3-BIIIA, CB-S2-BII-1

ODC

Front

Front Style
Cummerbund - Maverick - O3M__000JFT

1" x 5" Name ID Placard
Heat Transfer Letters - IDA000AC0J

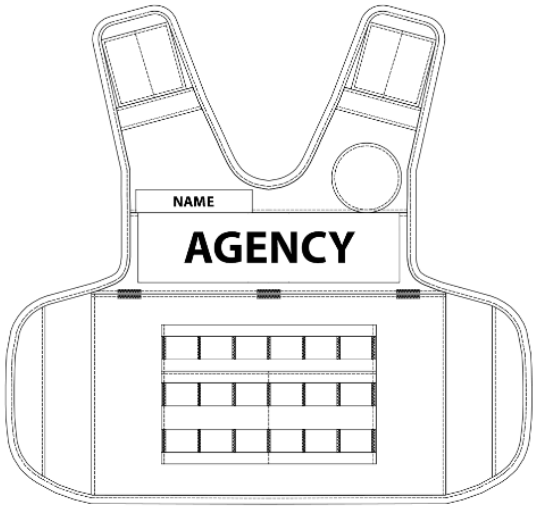
Text For Name ID Placard
LAST NAME OF OFFICER

Name ID Letter Colors
Grey

Front 3" X 11" Agency ID Placard
Add Agency ID Placard / Heat Transfer Letters - IDA000AC0J

Text For Front Agency ID Placard
POLICE

Front Agency ID Letter Colors
Grey



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Back

Back Style
MOLLE - Endeavor or Maverick - O3E_000JBK

Back 3" X 11" Agency ID Placard
Add Agency ID Placard / Heat Transfer Letters - IDA000AC0J

Text For Back Agency ID Placard
POLICE

Back Agency ID Letter Colors
Grey



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Interior

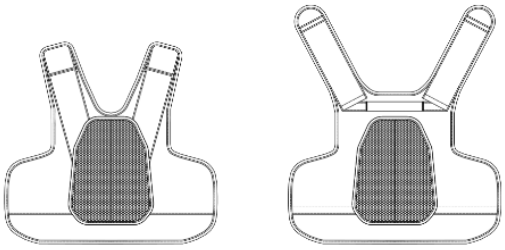
Interior Style
Spacer Mesh - ODC0000TV1

Side Closure

Side Closure Options
Kwiq Clip Cummerbund (additional charge may apply) - O30Z020JEC HL30020TMA

Color

Vest Color
Black - BKA



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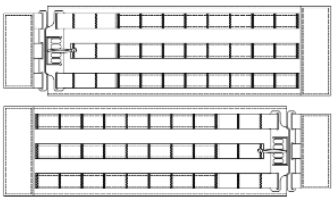

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Add-ons

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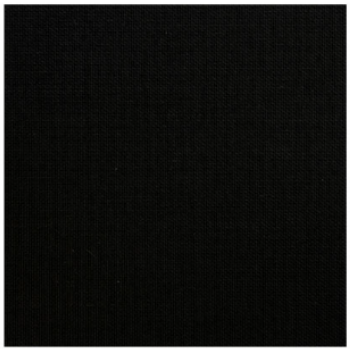

Black

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Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Molly Geiger	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: Molly.Geiger@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B : General Casualty Company of Wisconsin	24414
INSURER C : Praetorian Insurance Company	37257
INSURER D : The Cincinnati Insurance Company	10677
INSURER E : North Pointe Insurance Co	27740
INSURER F :	

INSURED
Galls LLC
1340 Russell Cave Road
Lexington, KY 40505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			171000318	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			161000042	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			191000210	03/01/2023	03/01/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	152000028	03/01/2023	03/01/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability			EXS0570374	03/01/2023	03/01/2024	$15,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Alpharetta
RFP 23-116 for
Concealable Body Armor for Public Safety Department

Galls, LLC

Instructions for Cost Proposal Completion:

1. Complete all size ranges and open pricing fields for each type listed.
2. Enter pricing even if pricing is the same for all sizes and types.
3. Only leave size range or cost field blank if an item is not offered.

Item	Type	Standard Size Range	Cost Each for Standard Size	Non-Standard Size Range	Cost Each for Non-Standard Size
One (1) Set of Soft Ballistic Panels (NIJ Certified)	**Level IIIA, Male**	N/A	$ 815.00	N/A	$ 815.00
	Level IIIA, Female	N/A	$ 840.00	N/A	$ 840.00
One (1) (NIJ) Rifle Rated Plate (8x10)	**Rear**	N/A	$ 394.00	N/A	$ 394.00
	Male or Female	N/A	$ 394.00	N/A	$ 394.00
One (1) (NIJ) Rifle Rated Plate (8x10)	**Front**	N/A	$ 394.00	N/A	$ 394.00
	Male or Female	N/A	$ 394.00	N/A	$ 394.00
One (1) Concealable Carrier	**Male**	N/A	$ 95.00	N/A	$ 95.00
	Female	N/A	$ 95.00	N/A	$ 95.00
One (1) Patrol Carrier (Must hold soft panels and rifle plate)	**Male**	N/A	$ 283.00	N/A	$ 283.00
	Female	N/A	$ 283.00	N/A	$ 283.00
Replacement Concealable Carrier (no ballistic panels)	**Male**	N/A	$ 95.00	N/A	$ 95.00
	Female	N/A	$ 95.00	N/A	$ 95.00
Replace Tactical Carrier (no ballistic panels)	**Male**	N/A	$ 283.00	N/A	$ 283.00
	Female	N/A	$ 283.00	N/A	$ 283.00

In compliance with What We Want to Do section Product Requirements, Vendor Requirements, Vest Information Requirements, and Test Sample, the Bidder offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP 23-116 Cost Sheet due date from Shortlisted Bidders, that Bidder confirms by submitting this cost proposal that the Bidder will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name:	**Galls, LLC**
Address:	**1340 Russell Cave Road, Lexington, KY 40505**
Enter Name(s) and Title(s) Authorized Signer:	**Michael Fadden, CEO**
Contact Info - Phone Number:	**859-787-0428**
Contact Info - Email Address:	**bidreview@galls.com**

CITY OF ALPHARETTA
STANDARD CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services for the City of Alpharetta is made and entered into and is effective _____, by and between **Galls, LLC**, a foreign limited liability company authorized to transact business in Georgia with its principal office located at 1340 Russell Cave Road, Lexington, KY 40505 (the "Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals No. 23-116 dated March 30, 2023, including any addenda thereto (the "RFP"), and the Contractor's Proposal dated May 1, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal and are further defined and governed by this Contract (the "Work") and, in general, include the following:

   The supply and provision, on an as-needed basis, of concealable body armor for public safety personnel and measuring, fitting and related services. The Contractor shall supply and provide to the City the products and services set forth in the Contract Documents at the firm, fixed prices stated in **Exhibit "A"** hereof pursuant to purchase orders placed by the City's designated representatives authorized to act on its behalf ("City's Designated Representatives"). The City's Public Safety Director will provide the names of the City's Designated Representatives to Contractor in writing with specific reference to this Contract. The Contractor warrants that all goods and products furnished under this Contract will be new, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence following delivery of the product to the City and the City's acceptance thereof. Unless a product warranty is specifically addressed in a separately executed agreement or the Contractor provides the City with a manufacturer's product warranty upon product delivery, the Contractor shall be responsible for performance of the warranty obligations set forth in the Contract Documents. If applicable, the Contractor will transfer and assign to the City all warranties applicable to any portion of the goods obtained by the Contractor from third parties or, if not assignable, will assert such warranties on behalf of the City at the City's request. The Contractor will supply all goods/products and furnish all labor, materials, and other incidentals to fully perform the Work, as requested from time to time by the City.

3. Contract Prices. The City shall pay Contractor in accordance with the firm and fixed prices established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A,"** for the Contractor's performance of the Work, including all goods/products supplied hereunder, as requested by the City from time to time pursuant to authorized purchase orders; however, no guarantee is made as to the minimum number of items to be purchased

from the Contractor or the minimum amount to be spent annually with the Contractor.

At the time of or following delivery of goods/products ordered by the City's Designated Representatives, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: Stephanie Cochran

Upon receipt of Contractor's invoice and following inspection of the delivered goods/products and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

(a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.

(b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work.

(c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

   (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing upon contract execution and terminating December 31, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.

   (b) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event, the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

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

7. 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;

8. Covenants. Contractor covenants that:

   (a) all goods/products delivered hereunder shall be new, of good quality, in conformance with the Contract Documents, free from defective workmanship and materials, and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;

   (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

   (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;

(d) all services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and

(e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, product manufacturers, and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

9. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

10. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy shall apply to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment

used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow-form basis). Such insurance shall be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility, and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes, as if said subcontractor was a party to this Contract.

13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, or other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product. All statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
Attn: Tiffany Brewer, Senior Manager Contract Compliance

(b) If to the City, at the following address:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: John Robison, Public Safety Director

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Contract, the effective date of notice shall be (i) the first business day following the day that the notice is placed in certified or statutory overnight mail or (ii) the date the notice is hand-delivered, as applicable.

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

17. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

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

i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-

subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state-issued identification card.

(c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with the same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic

signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association.

(k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on upon execution, and terminating at midnight on December 31, 2024 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12)

months. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body, or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia statutes.

(p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality, regardless of its form, without the express prior written consent of the City.

(q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to substance:

_____

Chris Lagerbloom, City Administrator

Approved as to Form:
JARRARD & DAVIS LLP

_____

Ed Howden, City Attorney

GALLS, LLC

By: _____

Michael Fadden, CEO

Attest:

By: _____

Tiffany Brewer, Senior Manager Contract Compliance

Date: _____

APPENDIX "A"

City of Alpharetta
RFP 23-116 for
Concealable Body Armor for Public Safety Department

Galls, LLC

Instructions for Cost Proposal Completion:

1. Complete all size ranges and open pricing fields for each type listed.
2. Enter pricing even if pricing is the same for all sizes and types.
3. Only leave size range or cost field blank if an item is not offered.

Item	Type	Standard Size Range	Cost Each for Standard Size	Non-Standard Size Range	Cost Each for Non-Standard Size
Male/Female IIIA ballistics panels with 1 concealed carrier	**Level IIIA, Male/Female**	N/A	$ 815.00	N/A	$ 815.00
Male/Female IIIA ballistics panels with 2 concealed carriers	**Level IIIA, Male/Female**	N/A	$ 840.00	N/A	$ 840.00
One (1) (NIJ) Rifle Rated Plate (8x10)	**Rear**	N/A	$ 394.00	N/A	$ 394.00
	Male or Female	N/A	$ 394.00	N/A	$ 394.00
One (1) (NIJ) Rifle Rated Plate (8x10)	**Front**	N/A	$ 394.00	N/A	$ 394.00
	Male or Female	N/A	$ 394.00	N/A	$ 394.00
One (1) Concealable Carrier	**Male**	N/A	$ 95.00	N/A	$ 95.00
	Female	N/A	$ 95.00	N/A	$ 95.00
One (1) Patrol Carrier (Must hold soft panels and rifle plate)	**Male**	N/A	$ 283.00	N/A	$ 283.00
	Female	N/A	$ 283.00	N/A	$ 283.00
Replacement Concealable Carrier (no ballistic panels)	**Male**	N/A	$ 95.00	N/A	$ 95.00
	Female	N/A	$ 95.00	N/A	$ 95.00
Replace Tactical Carrier (no ballistic panels)	**Male**	N/A	$ 283.00	N/A	$ 283.00
	Female	N/A	$ 283.00	N/A	$ 283.00

In compliance with What We Want to Do section Product Requirements, Vendor Requirements, Vest Information Requirements, and Test Sample, the Bidder offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP 23-116 Cost Sheet due date from Shortlisted Bidders, that Bidder confirms by submitting this cost proposal that the Bidder will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name:	**Galls, LLC**
Address:	**1340 Russell Cave Road, Lexington, KY 40505**
Enter Name(s) and Title(s) Authorized Signer:	**Michael Fadden, CEO**
Contact Info - Phone Number:	**859-787-0428**
Contact Info - Email Address:	**bidreview@galls.com**

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Meeting Date: November 27, 2023

AGENDA ITEM:

Request for Proposal 24-105: Taste of Alpharetta Event Management Contract Award
Consideration to approve award of RFP 24-105 for Taste of Alpharetta Event Management Services to Premier Events, LLC and authorizing the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award RFP 24-105 to Premier Events, LLC in an amount totaling $70,000 annually for the provision of comprehensive event management services including, but not limited to, communications, on-site staffing, vendor and logistics management, and sponsorship sales for the City's annual Taste of Alpharetta event, appropriate funding from General Fund contingency to cover the contract costs and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $70,000
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
TOA Event Management Services (10061900-521200-RSE05)	$70,000
General Fund Contingency (10090000 579000)	-$70,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	
N/A	

ITEM DESCRIPTION:

BACKGROUND:
As mentioned during the November 13, 2023 Council Work Session, the Taste of Alpharetta (TOA) is one of the City's premier events and one can expect producing such an event is quite a feat and takes substantial resources (both personnel and operational) to ensure a pleasurable and safe experience for event patrons.

Over the last few years, the City contracted with a vendor (Outsourced Vendor) to manage the event's communications and tracking, on-site staffing, vendors and logistics, and sponsorship sales. Outsourcing the event to such a degree presented its own set of challenges and, in the end, the City and the Outsourced Vendor elected to discontinue the current contract effective September 4, 2023.

Staff chose to see this as an opportunity to collect the knowledge gained from hosting the event completely in-house as well as outsourced and drafted a new Scope of Work to develop a hybrid approach for the management of the Taste of Alpharetta moving forward. This approach will require appropriating all TOA activity, revenue, and expense, back into the budget as part of this request and a FY 2024 mid-year budget amendment (discussed below).

HYBRID TOA EVENT MANAGEMENT PROPOSAL:

With a new strategy in place, the Recreation Services Division of Recreation, Parks, and Cultural Services published RFP #24-105 on August 24, 2023, in partnership with the Finance Department, seeking vendor applicants for a five-year comprehensive event management services contract for the city's annual Taste of Alpharetta event.

The RFP #24-105 Scope of Work (attached hereto for reference) includes, but is not limited to:

- Management of the TOA event under a 5-year contract term including the May 9, 2024, TOA event and concluding with the 2028 event.
- Event planning and implementation services, including financial planning, logistics, management, marketing, sponsorship, sales and fulfillment, talent and vendor contracting, other vendor communication, management, and evaluation of the event.
- Management of day-to-day operations, supervision of volunteers, hiring of contractors and subcontractors, and act as the key contact for the event/City.
- Working directly and closely with City staff on the event's design and timelines as well as the City's on-call electrical services vendor for any installations as needed.

Additionally, it is expected that the awarded vendor demonstrates a continuous effort to improve event operations and work cooperatively and jointly with the City and other contractors to provide quality seamless customer service.

PROCURMENT PROCESS:
RFP 24-105 solicitation documents were downloaded by 51 document takers. Proposals were received on September 21, 2023, and consisted of four responses which were submitted to the evaluation committee for review and ranking. Each submission was evaluated based on the following criteria: company information (pass/fail), project/team/resumes/statements of qualifications/references (41%), technical proposal/project approach/previous projects (41%), and cost proposal (15%). The resulting weighted scores out of total score of 97 were as follows:

1. Premier Events, LLC (87.4 score; including the lowest cost proposal of $70,000)
2. VIVO360, Inc. (67.3 score; including $75,000 cost proposal)
3. Ricketts Rhodes Events (65.9 score; including $75,000 cost proposal)
4. Strickland Event Management, LLC (63.9 points; including $71,500 cost proposal)

To view the evaluation in further detail, please reference the "RFP 24-105 Scoring Summary" enclosed.

STAFF RECOMMENDATION:
The highest scoring and lowest cost firm, Premier Events, LLC is a well-known vendor to the City of Alpharetta. The company has been awarded contracts for other events, such as Wire & Wood, thereby granting them extensive knowledge of the workings of events within the City of Alpharetta. Their proposal (attached hereto as "Premier Events, LLC Proposal") was thorough and thoughtful; staff found their proposal to demonstrate the creativity, knowledge, experience, and resources necessary to successfully deliver an excellent Taste of Alpharetta event.

With these factors in mind, staff recommends awarding the contract for event management of the Taste of Alpharetta event, RFP 24-105 (as attached and presented) to Premier Events, LLC.

FY 2024 BUDGET IMPACT:
Also noted during the November 13, 2023 Council Work Session, the FY 2024 Budget was built upon the Outsourced Vendor contract terms, including the removal of the Outsourced Vendor contribution. As such, the current FY 2024 Budget includes only those certain expenses historically covered by the City, such as trash service, electrical service, barricade rentals, PS team overtime, etc. and totals $108,640. Additionally, the FY 2024 Budget does not contain any revenue associated with the TOA event as that was fully collected and retained by the Outsourced Vendor under the previous contract terms.

The City's hybrid approach detailed above, including the TOA Event Management service provider approval funding requested herein, will require appropriating all TOA activity (revenue and expense) back into the budget as part of this request coupled with a FY 2024 mid-year budget amendment. Current TOA event financial estimates are as follows:

	Current FY 2024 Budget	TOA Event Management Services	Est. Mid-Year 2024 Budget Request	Total
Revenue		$ -	$ 300,000	$ 300,000
Expense (TOA Project)	$ (68,640)	$ (70,000)	$ (200,490)	$ (339,130)
Expense (Citywide Overtime)	$ (40,000)	$ -	$ -	$ (40,000)
Surplus/Subsidy	$ (108,640)	$ (70,000)	$ 99,510	$ (79,130)

CURRENT REQUEST:
The Department is requesting a reallocation of $70,000 from General Fund contingency to cover the TOA Event Management Services contract with Premier events LLC. and will include the remaining event financial activity (revenue/expense) as part of a FY 2024 Mid-Year Budget request.

ALTERNATIVES:

There is one alternative to this recommendation:

1. To deny awarding the contract for RFP 24-105 to Premier Events, LLC and direct staff with appropriate next steps for how best to advance the Taste of Alpharetta event for 2024 and future years.

ATTACHMENTS:

1. Premier Events, LLC Proposal
2. RFP 24-105 Record of Receipt
3. RFP 24-105 Scope of Work
4. RFP 24-105 Evaluation Summary
5. Premier Events TOA Contract

TASTE OF ALPHARETTA

EVENT MANAGEMENT PROPOSAL

City of Alpharetta
Finance Development
2 Park Plaza
Alpharetta, GA 30009
Due: September 21, 2023 2:00 PM



PRESENTED BY:

premier events

LAURA VALENTE
4200 HIGHLANDS PARKWAY, SE, SUITE A,
SMYRNA, GA 30082
PHONE: 770-241-4566
EMAIL: LAURA@PREMIEREVENTSLIVE.COM

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COMPANY INFORMATION

i. COMPANY PROFILE

Premier Events is on a mission to gather communities together to celebrate life through the enjoyment of memorable events. We are a creative team dedicated to producing and providing professional management for festivals, special events, and venues.

We create extraordinary experiences.

For more than 28 years, Premier Events has developed events in the Atlanta metro area and Southeast. Our team's experience and ambition to deliver amazing consumer events is second to none. We have produced a variety of event types including music festivals, foodie events, holiday celebrations, community events, arts festivals, fundraising events, sporting events, themed festivals, and much more. Premier Events has developed events ranging in size from 300 attendees to festivals that attract 200,000 fans. Premier Events works with more than 350 events a year and 97% of our clients renew with us each year, which attests to our professional reputation and results.

Premier Events has extensive experience working with municipal clients including the Cities of Atlanta, Milton, Peachtree Corners, Sandy Springs, Smyrna, and Peachtree City. Our clients also include non-profit organizations, corporations and private owners, real estate developers, and civic associations. Our clients routinely praise us for seamlessly integrating with their team to achieve the event vision, our relentless pursuit to get the details right, and our creative solutions to troubleshoot challenges to success.

Premier Events was founded in 1995 to provide event concessions management services for our first client – Atlanta's Music Midtown Festival. Since that time, Premier Events has expanded to a full-service event production company that offers comprehensive services for festivals, entertainment venues, and corporate events. Our team of 'event-makers' have more than 250 years of combined experience covering every facet of event development.

Our services include:

- Logistics/Operational Plans
- Event Permitting
- Entertainment/Activity Programming
- Marketing/Promotional Campaigns
- Social Media Management
- Public Relations Campaigns
- Sponsorship Sales and Activation
- CAD Site Map Development
- Food /Restaurant Vendor Management
- Beverage Sales (including alcohol)
- Artist Market/General Vendor Booking
- Event Staffing
- Ticketing Management
- Merchandise Programs

The Premier Events team excels at developing and activating complex operations and logistics plans. We maintain strong, favorable relationships with event infrastructure providers and have earned a reputation for our detailed advance planning and excellent communication which makes it easy for vendors to achieve their objectives on the day of the event. We routinely create comprehensive site maps including CAD true-to-scale drawings. We are highly proficient at formulating and executing load-in/load-out plans that maximize efficiency and ease. We believe in leaving every event site better than we found it and fostering favorable relationships with impacted businesses and residents by providing thorough advance communication and follow-up to address any operational challenges.

COMPANY INFORMATION

The Premier Events team excels at developing and activating complex operations and logistics plans. We maintain strong relationships with event infrastructure providers and have earned a reputation for our detailed advance planning and excellent communication which makes it easy for vendors to achieve their objectives on the day of the event. We routinely create comprehensive site maps including CAD true-to-scale drawings. We are highly proficient at formulating and executing load-in/load-out plans that maximize efficiency and ease. We believe in leaving every event site better than we found it and fostering favorable relationships with impacted businesses and residents by providing thorough advance communication and follow-up to address any operational challenges.

Premier Events has extensive experience with crafting and activating impactful marketing and promotions campaigns that generate awareness and drive ticket sales. We have solid relationships with Atlanta metro area media outlets including radio and television stations, print media, bloggers, and outdoor advertising vendors. We create and manage compelling, on-trend social media campaigns that deliver maximum exposure, build event loyalty, and grow fan engagement. Our public relations campaigns have garnered coverage in local, regional, and national media including E! News, USA Today, and Southern Living Magazine.

We understand a key component of the event's overall success relies on sponsorship support. Our team has a proven sales record of securing and activating sponsorships. We cultivate and maintain lasting relationships with top corporate brands and have worked with Amazon, Xfinity, Panasonic, Lexus, Georgia Power, Publix, Truist, AARP, T-Mobile, and many more. A few of our recent sponsorship success stories include:

- Secured and activated more than $1.75M of event sponsorships during the 2019, 2021, 2022, and 2023 seasons.
- Redefined a venue clients' sales strategy that produced a 59% annual increase in sponsor revenue.
- Secured $100,000 in sponsorship income for a mid-level festival (30,000 attendees) with less than 60 days of active sales time.

Premier Events manages food vendors and artist markets for a number of event projects including the Atlanta Wine Auction for the High Museum (100 wineries + 80 restaurants), Atlanta Jazz Festival (80 vendors), and Virginia Highland Summerfest (200+ artist market vendors).

The Premier Events concessions division is the leading provider of beverage sales (including alcohol) programs for Atlanta metro area festivals and entertainment venues. Our venue clients include the Woodruff Arts Center (High Museum, Symphony Hall, Alliance Theater), Cadence Bank Amphitheater at Chastain Park, Fifth Third Bank Stadium at Kennesaw State University Sports and Recreation Park, and Center Parc Stadium at Georgia State University. We have safely served alcoholic beverages to millions of patrons at events across the region for 28 years and have never been cited for any infraction.

Premier Events has a full-time team of 18 that is based out of our 24,000 sq foot home office/warehouse located on the west side of Atlanta. Additionally, we employ 20 seasonal full-time employees and have access to more than 350 part-time event staff including professionally trained and TIPS-certified bartenders as well as barbacks, event staff, and general laborers. Our largest event project requires a team of more than 1,300 over a 3-day event.

COMPANY INFORMATION

Premier Events has extensive first-hand knowledge of Taste of Alpharetta as the logistics, marketing, and sponsorship management provider for the event from 2013 – 2020 (2020 canceled during the planning phase in March due to the COVID-19 Global Health pandemic). We understand the continued vision to position Taste of Alpharetta as a signature event by maintaining high standards for the consumer experience highlighting the community's diverse restaurant and entertainment scene, and infusing new ideas into the event annually to ensure that the event stays relevant and fresh. Premier Events looks forward to working with the City of Alpharetta to manage Taste of Alpharetta to achieve a financially successful event that entertains and delights the community and showcases the City of Alpharetta.

For more information, please visit our website: www.premiereventslive.com

B. ii. BUSINESS INFORMATION

Premier Events LLC d/b/a Premier Events
4200 Highlands Parkway SE, Suite A
Smyrna, GA 30082

B. iii. CONTACT

Proposal contact and contract signatory:
Laura Valente
Premier Events
4200 Highlands Parkway SE, Suite A, Smyrna, GA 30082
Phone: 770-241-4566
Email: laura@premiereventslive.com

TECHNICAL PROPOSAL & PROJECT APPROACH

i. WORK PLAN

OVERVIEW:

Premier Events would be honored to work with the City of Alpharetta and Alpharetta Convention & Visitors Bureau to grow upon the festival's past event successes to make Taste of Alpharetta even more successful than ever before. This project was a favorite for our team for many years and we look forward to the opportunity to use our extensive knowledge of the event and the downtown Alpharetta community, as well as overall industry experience and resources to benefit the event.

Premier Events is fully equipped to successfully manage Taste of Alpharetta and all components required including communications/tracking and reporting, on-site staffing, vendor and logistics, as well as sponsorship sales and activation. Our team understands that producing a successful event takes more than a great idea, exciting programming, and securing sponsorships. Every component must be carefully planned and meticulously implemented to ensure patrons, sponsors, performers, vendors, infrastructure providers as well as staff and volunteers have an exceptional experience, and the event secures rave reviews.

Our in-house team provides the ultimate one-stop solution for professional event management. The synergy of our expert team united in one company streamlines communications, delivers greater accountability, and provides the greatest control for the City and the Alpharetta Convention & Visitors Bureau.

Our goals for Taste of Alpharetta would include the following:

1. Grow the event. While the event already attracts tremendous attendance, we believe there are ways to increase event features and position the festival as a more well-known destination event in the region.
2. Develop and infuse new event components annually.
3. Continually refine the operations plans to find cost savings and streamline on-site logistics to provide greater efficiency.
4. Create opportunities to increase revenue for the City and benefit local food charities.

GENERAL PLANNING & TEAM ORGANIZATION

Premier Events will work with the City of Alpharetta and the Alpharetta Convention and Visitors Bureau to define the strategic vision for the event, budget, and financial goals for the event. During this process, we would review past successes and areas for improvement, discuss new concepts and ideas for event features and sponsorship opportunities.

Our team would create and maintain key project/logistics/marketing timelines, sales reports, budgets, and general resources in shared files for all stakeholders to access, real-time updates. A regular schedule of conference calls and in-person meetings would be developed to report updates, track deadlines, and discuss marketing and operational tactics.

Company owner, Laura Valente is the primary contact for contracting and invoicing. In addition, Laura would oversee the project to ensure our team is fully aligned with the event goals and priorities, and provide consulting and key support in all areas pertaining to operations, marketing, and sponsorship.

TECHNICAL PROPOSAL & PROJECT APPROACH

To achieve the scope of the overall project, the Premier Events team would be organized under four main divisions of responsibility:

Project Manager - Logistics / Operations – Mallory Izbicki

Vendors/Programming/Activity Manager – Sara Brumfield; Vendor coordination provided by Mary Kate Duncan

Marketing Manager – Hannah Pierce

Sponsorship Manager – Steph Mold

Project Manager - Logistics & Operations – Mallory Izbicki

Premier Events has earned a reputation as the leading provider of event logistics services for festivals in the metro Atlanta area. Our team understands that the successful execution of an event is reliant on meticulous planning, organization, and having the right team on-site to get the job done and ensure a safe, aesthetically pleasing, and fun experience for everyone. From tracking budgets and procuring the required rentals to compiling production timelines and providing the leadership and team to build, and troubleshoot challenges at the event, our team excels at on-site logistics.

Our primary Project Manager for Taste of Alpharetta will be Mallory Izbicki who will also manage the logistics and operations plans for the event. Mallory's key areas of responsibility would include, but not be limited to the following:

1. Budget Tracking – all event expenses overseen by Premier Events
2. Site map/site map key development
3. Vendor service/rentals procurement
4. Production timeline development
5. Load-In/Out plans
6. Traffic/Street Closures/Parking/Shuttle Plan – plan for consumer and participant transportation
7. Public Safety/Emergency Preparedness Planning – plan subject to Alpharetta Police Department and City approval
8. Staffing - assemble a team to facilitate on-site set up, load-in/out, ticketing booths, merch sales and general
9. Signage Plan –a comprehensive list of required signage and placement; facilitate on-site setup
10. Impacted Businesses/Residences

As needed and directed by the City, Premier Events will assist with securing required bids for logistics services and rentals required by the event. We will manage any selected vendors to ensure that they have the final plans needed to complete on-site setup and strike at the conclusion of the event.

Premier Events will develop an event site map detailing vendor placement, special sponsor requirements, crowd flow, and accessible operational areas. Site maps will be subject to the final approval of the City and key stakeholders. We will also prepare and provide a comprehensive event production timeline showing all elements from load in through the conclusion of load out. The final site map and timeline will be subject to the City's final approval. Any findings will be immediately reported to the City team.

Premier Events will develop a comprehensive signage plan including specs, contents and placement. Signage plan and all final graphics will be subject to the City's final approval. Upon approval, we will coordinate the production of all signage and manage installation on-site at the event.

Premier Events will provide team to manage site marking, on-site setup/strike and participant load-in/out. In addition, we would provide staffing required for ticket sales locations and any event merch sales tents. Premier Events will document any damage or safety issues on the event site for the event.

Vendors/Programming/Activity Manager– Sara Brumfield; vendor management by Mary-Kate Duncan

All event features, entertainment, activities and restaurants will be managed by Sara Brumfield with key vendor coordination support provided by Mary-Kate Duncan. The responsibilities in this area would include but not be limited to the following:

1. Coordination with musical entertainment/production provider
2. Management of Kids area
3. Coordination of Beer/Wine Gardens and any other event special features
4. Vendor Coordination (restaurants, non-profits, community partners) – Mary-Kate Duncan
5. Volunteer Program
6. Cooking Competition
7. Event ticketing
8. Merchandise operations

Premier Events will ensure that all required permits, licenses, and liability clauses/waivers are secured for any restaurants, sponsors, vendors or participants prior to the event.

Marketing Manager – Hannah Pierce

Premier Events will coordinate with the City of Alpharetta and the Alpharetta Convention and Visitors Bureau to compile a comprehensive event marketing and promotions plan and generate a schedule of deadlines. The deadline list will serve as our guide to ensure benchmarks are reached by target dates. Hannah would lead the marketing efforts for Taste of Alpharetta which will include (but not be limited to):

1. Advertising placement and coordination
2. Website - updates and management
3. Social media creative development and management
4. Street Team Activation
5. PR Liaison – drafting press releases and distributing to local and regional media; pitching feature stories/coverage to targeted media
6. Graphic Design (ads, social, signage, sales materials)
7. Copywriting – ad materials, promotional collateral, press releases, website, social media, stage announcements
8. Signage development and production

Premier Events will work to secure media trade sponsors with radio stations and print media to increase overall event promotional efforts.

Premier Events will provide the graphic design for all required event creative to include advertising, social media, signage, and general collateral. We have the capacity to produce most materials in-house and routinely work with several outsourced graphic designers to provide detailed illustrations and design work.

We understand that an engaging social media campaign is critical for any successful event. Our team will develop compelling content, graphics and copy and manage social media message scheduling and posting. Additionally, we will monitor and respond to consumer feedback and inquiries. We would also encourage sponsors, performers, and key event partners to share event social media announcements by providing general event graphics and content for use.

TECHNICAL PROPOSAL & PROJECT APPROACH

Sponsorship Manager– Steph Mold

The Premier Events team is confident we can surpass the City's minimum goal of $40,000 in net sponsorship revenue. The event's overall attendance, long successful history, and strong community support offer great appeal for a wide variety of consumer-facing companies. Sponsorship sales efforts for Taste of Alpharetta would be led by Steph Mold and would include all of the following:

1. Sponsorship strategy development
2. Sponsorship sales and negotiation
3. Sponsor sales materials development
4. Sponsor opportunity marketing
5. Sponsorship sales tracking
6. Contracting/Invoicing/Post Event Report Preparation
7. Deliverables tracking
8. Post Event reports and follow-up

We start each event sponsorship project by reviewing the event's past sponsorship program and evaluating feedback from past sponsors. We will work to identify sellable elements which could include adding new event features and identifying any related activation expenses.

Premier Events will draft a proposed pricing and benefits strategy based on the event's past sales, current industry trends, and overall financial goals. Once the strategy is approved by the City of Alpharetta, our team will develop visually compelling, professional sales materials including sales tease flyers, social media graphics and copy, website copy, and sales proposals. Our company believes in creating customized proposals for each sponsor as this allows us to address the brand's specific goals and any potential cross-promotional opportunities. It also allows us to vet sponsors to ensure that we target key product/service categories for specific investment levels and attract the brands and companies that align with the festival's overall goals.

Our sponsorship sales would include outreach to Taste of Alpharetta's past sponsors and identifying a target list of top Alpharetta and Atlanta consumer-facing companies. These sales prospects will be tracked on a shared document to report on confirmed, pending, or declined sponsors. In addition, we would facilitate an event promotional mailing to our database of more than 400 experiential marketing and sponsorship agencies to engage national brand tours. We will provide timely follow-up to any general sponsor inquiries.

All deal structures and sponsors will be subject to the final approval of the City of Alpharetta. Upon confirmation, the PE Team will manage contracting and invoicing to sponsors as well as tracking of all deliverables, collection of sponsor assets, and trafficking any required approvals for trademark use, on-site activations, or other required elements. We will provide comprehensive load-in/out directions and advance information to each sponsor to ensure their team has a seamless experience on site. For our on-site sponsors, Premier Events will develop and cover the cost of sponsor amenity kits branded with the event logo which we distribute during the load-in process as a small token of our appreciation for their support.

Post-event we follow up with each sponsor to solicit feedback and recommendations for improvement on future events. We also will produce and provide a sponsorship recap report that outlines the success of the event and details all benefits afforded to the sponsor.

TECHNICAL PROPOSAL & PROJECT APPROACH

EVENT EVALUATION

The day after the event, we will provide a quick update report to the City with a brief load-out summary, actual street opening times, and any pertinent information.

Premier Events will send post-event "thank-you" and solicit feedback from all participating restaurants. sponsors, and vendors within 48 hours after the event. Premier Events will furnish a comprehensive summary report, including a marketing report, to the city within 30 days after the event. This evaluation will include any recommendations for improvement for the following year's event.

ii. PROJECT SCHEDULE/DEADLINES

OCTOBER

- Finalize contract
- Define strategic event goals
- Define event budget, activity elements, footprint
- Define sponsor pricing and benefits strategy

NOVEMBER

- Finalize Sponsor sales materials
- Identify key sponsor prospects
- Create/finalize restaurant solicitation materials
- Identify creative themes, general art look
- Sponsor opportunity marketing and sales begins
- Save the Date to regional/local media

DECEMBER

- Develop Cooking competition rules and materials
- Logistics vendor/supplier procurement
- Site map prep
- Restaurant Save the Date and application distribution

JANUARY

- Finalize ticket provider
- Define volunteer and staffing requirements
- Draft Load-in/Load-out plans for participants
- Finalize activity partners
- Finalize logistics vendor/supplier
- Finalize charity benefactors and community partners

FEBRUARY

- Finalize road closure and traffic plan
- Finalize Load in/Load out plans for participants
- Finalize entertainment/performers and secure marketing assets
- Solicit volunteers from local organizations

MARCH

- Finalize participating restaurants
- Finalize participating sponsors
- Ticket sales launched
- Secure restaurant menus
- Finalize event map and vendor placement
- Finalize on-site signage

APRIL

- Distribute Load-in/Load-out plans to all participants
- Final event staff meeting
- Signage printing
- All final sponsorship fees due

MAY

- Final logistic vendor advancing
- Final updates distributed to restaurants, activity partners, and sponsors
- **Taste of Alpharetta – 2nd Thursday in May**
- Sponsor follow-up, reports, and feedback
- Solicit restaurant feedback
- Post-event evaluation reports and meeting

QUALIFICATIONS, EXPERIENCE, REFERENCES

i., ii., iii. PROJECT TEAM

Laura Valente
Principle in Charge
President / Co-Owner - Premier Events

Laura Valente will spearhead the Taste of Alpharetta project to ensure that the entire Premier Events team is aligned on the event's overall success. Her 35-year career as a respected and trusted event producer, Laura has extensive experience in logistics, marketing, sponsorship, talent acquisition/production, ticketing, and more. She started her career as the Marketing Manager and Talent Buyer (1990-2000) for Concert/Southern Promotions (now Live Nation) where she played a pivotal role in the development and management of Atlanta's Music Midtown Festival. In addition, she promoted more than 300+ concerts annually, including the inaugural concert at the Georgia Dome, plus directed the rebranding and launching 2 successful concert venues. During her career, Laura has developed strategies and conducted sales that have led to more than $20M in event sponsorships. She served as the Vice President/Atlanta Operations Manager and later as President for Mad Booking (2001-2006), an independent concert promotion company that produced several highly successful free admission concert series in the Atlanta, Nashville, Memphis, and Washington DC markets featuring performers such as Maroon 5, Kanye West, Alanis Morissette, John Mayer, Marvelous 3 and more. During this time, Laura secured more than $11M in overall sponsorship revenue and produced several sponsor-driven national concert tours for brands such as Volvo.

In 2009, Laura joined Premier Events as a partner/co-owner to expand the company's existing concessions services for festivals and venues to include full-service event management. While at Premier Events, she has led the development of more than 1,048 events and achieved preferred provider status for a loyal list of clients including more than 10 municipalities, and top real estate developers such as NA Properties, Hines, and several leading non-profit organizations.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** Partner and co-owner of Premier Events since 2009
3. **Years of Experience?** 35 years

Sara Brumfield
Senior Event Manager/Programming Specialist - Premier Events

Sara Brumfield is a creative professional with more than 15 years of experience in the event industry. She is the former Events and Beverage Director at Fernbank Museum of Natural History, where she led the development and management of more than 1,000 public admission and private rental events, including the venue's highly popular signature event Fernbank After Dark. Since joining the Premier Events team in 2019, she has overseen the production of more than 100 annual events for the City of Peachtree Corners Town Green including concerts from top national performers, themed festivals for kids, pets, and holiday commemorations, a popular movie series and more. In addition, Sara has directed the company's efforts for the Atlanta Wine Auction, the largest annual funding-raising event for the High Museum of Art which raises $2.5M annually. She also directs the company's efforts as the Event Manager for the City of Atlanta's Atlanta Jazz Festival which attracts 120,000 attendees annually to experience internationally known Jazz artists.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** February 2019
3. **Years of Experience?** 15 years

QUALIFICATIONS, EXPERIENCE, REFERENCES

Mallory Izbicki
Event Project Manager/Operations Specialist - Premier Events

Mallory Izbicki is a detail-oriented operations specialist with more than 11 years of experience in managing festivals, events, and recreational facilities. She has more than 5 years of experience working directly for municipalities (City of Brookhaven, City of Tallahassee) as their Special Events Manager developing more than 40 City events annually. She served as the Project Manager for the Brookhaven Cherry Blossom Festival which had an annual budget of $850,000. She was the Tour Event Manager for the All-American Games/U.S. Army All-American Bowl (2012-2013). She has served as the transportation manager and start line operations for the New York City Marathon since 2018. Since joining the Premier Events team in 2022, Mallory has successfully executed some of the company's most complex events for a variety of clients including Light the Night Atlanta which is the largest single-day fundraising event for the Leukemia and Lymphoma Society, Virginia Highlands Summerfest which includes more than 200 participating vendors/sponsors, the City of Smyrna's Culture & Spirit Festival held in conjunction with the annual Birthday Celebration which hosts performance from top artists such as the Goo Goo Dolls, and Train. She also led the company's efforts for the 2022 Tyler Perry Studio Wrap Party, a post-COVID celebration featuring a performance from Usher for more than 8 studio productions and 3,000 attendees.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** May 2022
3. **Years of Experience?** 11 years

Steph Mold
Sponsorship and Business Development Manager - Premier Events

Steph Mold is a proactive sales professional with a proven track record in procuring event sponsorships for ticketed and free-admission events. Her career started in 2011 as an Account Executive with Carma Productions where she created and executed sponsorships for nationwide events and managed social media platforms increasing followers by 400% within a one-year period. Since joining the Premier Events team in 2018, Steph has managed the procurement and activation of more than $1.5 million in sponsorship revenue for a number of festival projects and entertainment venues. She has worked with top corporations including Xfinity, Dunkin', Tito's Vodka, Stella Rosa Wines, Heaven Hill Distillery, Georgia Power, Truist, Panasonic, T-Mobile, Publix, Children's Healthcare of Atlanta, and many more.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** August 2018
3. **Years of Experience?** 12 years

Hannah Pierce
Marketing Manager - Premier Events

Hannah Pierce is a highly creative and detail-oriented marketing professional who joined the Premier Events family in 2023. She is the former Marketing Manager for the Donald L. Tucker Civic Center, a 12,500-seat venue at Florida State University that hosts top concerts, sporting events, and specialty events. In addition to developing impactful advertising campaigns, crafting compelling content for social media, and creating visually impactful graphics, Hannah excels at developing impactful partnerships between media outlets, sponsors, and community participants to deliver value-added media promotions that drive consumer awareness and ticket sales.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** July 2023
3. **Years of Experience?** 3 years

QUALIFICATIONS, EXPERIENCE, REFERENCES

Mary-Kate Duncan
Event Coordinator/Vendor Specialist - Premier Events

Mary-Kate Duncan is one of the newest members of the Premier Events team. She is a recent graduate of Georgia Institute of Technology where she served as the social chair for the Alpha Chi Omega Fraternity and led the development of multiple social events with budgets up to $17,000. She also developed the For the Kids Dance Marathon event benefiting Children's Healthcare of Atlanta. As the Event Coordinator for Premier Events, Mary-Kate uses her superb organization and communication skills to manage vendors, compile and maintain critical event data, and support the team with tracking project timelines.

1. ***Where is this individual located?*** Premier Events Atlanta Office
2. **How long has this individual been employed by this respondent?** July 2023
3. **Years of Experience?** 1 year

iv. TEAM LOCATION and CITY COMMUNICATIONS

Our Premier Events team works primarily from our Atlanta office, which is located in Smyrna, GA. For past event projects based on need, we have set up temporary offices in spaces such as Thrive Coworking to provide our team with more localized access to conduct meetings and provide workspace in the critical time leading up to and on event days.

We routinely develop and maintain shared document files with our clients to provide real-time tracking of sales, deadlines, and key event details. In addition, we set up a regular schedule of conference calls and as needed, in-person meetings with our clients to provide progress reports and updates, as well as discuss ideas and solutions for operational challenges.

Our team internally uses Monday.com project management software to integrate key deadlines and tasks for our entire team to easily reference updates, resources, and information.









QUALIFICATIONS, EXPERIENCE, REFERENCES

v. REFERENCES

Name: The Frederick Brown Jr. Amphitheater for the City of Peachtree City
Years Performed: 6
Facility Location: Peachtree City, Georgia
Services Provided: Venue Management, sponsorship, marketing and concessions management

Reference:
Paul Salvatore, CPFO, CGCIO, Financial Services Director, City of Peachtree City
P: 770-632-4270
E: psalvatore@peachtree-city.org

Name: High Museum Atlanta Wine Auction
Years Performed: 11
Facility Location: Atlanta, Georgia
Services Provided: Logistics Management, restaurant coordination (60+), entertainment programming

Reference:
Steven Hargrove, Wine Auction Manager - High Museum of Art
T: 404-733-4425
E: steven.hargrove@high.com

Name: Light the Night for the Leukemia Lymphoma Society
Years Performed: 5
Facility Location: Atlanta, Georgia
Services Provided: Logistics Management, permits, food vendors, sponsorship activation, entertainment booking

Reference:
Tamicha Hill-Robinson, Campaign Development Director
T: 404-720-7817
E: tamicha.hill@lls.org

Name: Brookhaven Cherry Blossom Festival
Years Performed: 3
Facility Location: Brookhaven, Georgia
Services Provided: Sponsorship sales & activation, food and beverage management

Reference:
Patricia Hansen, GPC – Director of Strategic Partnerships, City of Brookhaven
T: 770-852-4720
E: patty.hansen@brookhavenga.gov

QUALIFICATIONS, EXPERIENCE, REFERENCES

IV. TASTE OF ALPHARETTA PROJECT TEAM

Laura Valente
Partner/Owner Premier Events
Principal in Charge

Mallory Izbicki
Project Manager
Logistics/Operations

Hannah Pierce
Marketing Manager

Steph Mold
Sponsorship Manager

Sara Brumfield
Programming/Activities

Mary-Kate Duncan
Restaurant/Vendor Coordination

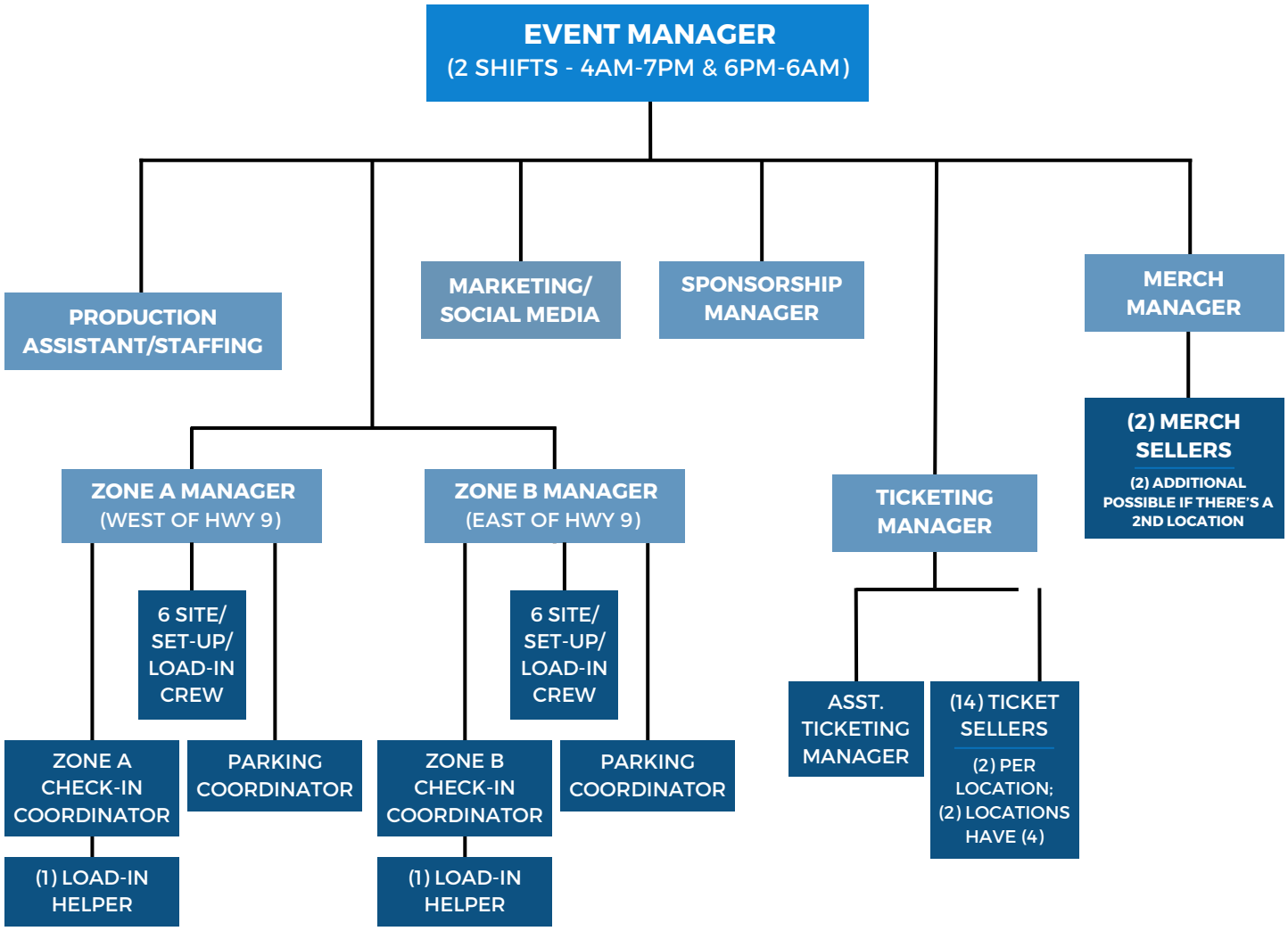
Desi Wheeler
Staffing Manager

Kevin Sigler
Beverage Concessions Manager (if applicable)



QUALIFICATIONS, EXPERIENCE, REFERENCES

V. DAY OF EVENT LABOR PLAN



Thank you for your consideration. We look forward to speaking with you further about the nest steps in the proposal process.

LAURA VALENTE
4200 HIGHLANDS PARKWAY, SE, SUITE A,
SMYRNA, GA 30082
PHONE: 770-241-4566
EMAIL: LAURA@PREMIEREVENTSLIVE.COM



premier events

RFP 24-105: Taste of Alpharetta Event Management Cost Proposal

Directions: Offeror must complete the highlighted areas.

Offeror Name:	Premier Events
Total Project Cost:	$ 70,000.00 *Must not exceed $75,000*

On-Site Labor	**Estimated Number of Trained Staff**	**Estimated Average Number of Hours Each**
Street Team	4	6 hours average each
Event Set Up/Breakdown	9	15.5 avg hours each, incl. day prior
Load In/Out Staff	12	17.5 avg hrs each; incl. day prior; + support from 9 set up team members
Ticketing Booth Staff	16	9.75 hours average each
Parking Attendants	4	9 hours average each
Merchandise Booth Attendants	5	12.6 hours average each

Sponsorship Sales Guarantee/Goal*:	$ 75,000.00
Vendor Sales Commission (%):	20.00%

* City may use this number to evaluate need for additional procurement.

Question Set 1: Acknowledgements

#	Question	Response	Comment
1.0.1	Acknowledgement of Addenda, enter the number of addenda received, Response Type: 0, 1, 2, etc.	1	Addendum received
1.0.2	Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.	Yes	We can provide Certificate of Insurance naming City for these required amounts
2 Questions		100.00% Complete	

Question Set 2: Required Information

#	Question	Response	Comment
2.0.1	Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type, Response Type: text entry.	Laura Valente, Partner; laura@premiereventslive.com	
2.0.2	Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.	Laura Valente, Premier Events, 4200 Highlands Parkway SE, Suite A, Smyrna, GA 30082	
2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	H4LPMVJLTPC7	
2.0.4	Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.	Jonathan Rawls, co-owner; jonathan@premiereventslive.com	
2.0.5	Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.	less than 100 employees	18 full time staff and growing, plus 20 seasonal staff and access to more than 350 part time event staff
5 Questions		**100.00% Complete**	

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

718650
Federal Work Authorization User Identification Number

10/03/2013
Date of Authorization

Premier Events LLC
Name of Contractor

RFP 24-105:Taste of Alpharetta Event Management
Name of Project

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

Executed date Sept 19, 2023 in Powder Springs (city), GA (state).

Laura Valente
Signature of Authorized Officer or Agent

LAURA VALENTE President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 19 DAY OF September, 2023.

NOTARY PUBLIC
My Commission Expires: 1-18-25
(Notary Stamp)

JONATHAN POTTS NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 18, 2025

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: RFP 24-105:Taste of Alpharetta Event Management

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			
Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer or representative.

Premier Events LLC
Company Name

Laura Valente
Signature of Authorized Officer or Agent

9-19-2023
Date

Laura Valente, President
Printed Name & Title of Authorized Officer or Agent

4200 Highlands Parkway SE, Suite A, Smyrna GA 30082
Company Address

Subscribed and sworn before me on this the 19 day of September, 2023

Jonathan Potts
Notary Public

1-18-25
My Commission Expires

(Notary Stamp)

JONATHAN POTTS NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 18, 2025

RFP # 24-105: Taste of Alpharetta Event Management

Submissions

Supplier	Date Submitted	Confirmation Code
Strickland Event Management, LLC.	Sep 21, 2023 12:57 PM EDT	MzQwOTI2
Premier Events LLC	Sep 20, 2023 10:19 AM EDT	MzQwMjcw
Ricketts Rhodes Events	Sep 21, 2023 12:48 PM EDT	MzQwOTIz
VIVO360, Inc.	Sep 21, 2023 12:09 PM EDT	MzQwOTAw

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **24-105**
RFP Title: **Taste of Alpharetta Event Management**

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP August 24, 2023 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

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

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

2. Procurement Agent, Single Point of Contact

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

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby Shipp can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

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

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: September 21,2023 2:00 PM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: https://cityofalpharetta.bonfirehub.com/
3. This project web page has the important dates and all project documents for this RFP.
4. Enter all questions, comments, requests for information before the Questions Due Date using ✉ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the RFP document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

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

Evaluation Criteria	Maximum Points
Qualifications, Experience, References	41
Technical Proposal, Project Approach	41
Local Vendor Preference	3
Cost Proposal	15
Total Maximum point score	***100***

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is requesting proposals from qualified firms to provide event management services for the Taste of Alpharetta, including, but not limited to: 1) communications, tracking and reporting, 2) on-site staffing, 3) vendor and logistics management, and 4) sponsorship sales. These functions may be granted to multiple, independent vendors, or as a partnership of multiple vendors based on the content and quality of the proposal. A single, full-house team or proposed partnership of companies to manage the full scope of the RFP is preferred. The goal of this procurement is to issue a five-year contract to the awarded contractor(s).

2. Event Description

The Taste of Alpharetta is Alpharetta's largest food festival with more than 60 restaurants participating in a "taste-of" sampling. The annual event boasts fun and food-focused outdoor activities for all ages with live music, culinary competitions, and dinner "sampling" with a large variety of cuisine. Taste of Alpharetta is dedicated to the many facets of the local food system, including local restaurants, growers and producers, educators, distributors, innovators, and food rescuers. Event highlights include:

- 1 Day Event
- Second Thursday in May
- Hours are 5 PM – 10 PM
- Estimated attendance is between 25,000 – 45,000 people

The primary objectives of the Taste of Alpharetta event are as follows:

1. To stage an annual food festival for the benefit of the Alpharetta community and surrounding areas.
2. To promote interest in and knowledge of the food industry in Alpharetta, GA.
3. To welcome a broad spectrum of the local community to participate in festival events.
4. To facilitate support for local charities, particularly those involved in supplying food to those in need.
5. To educate the community on agricultural biodiversity and encourage them to have locally grown food.

3. Scope of Work

The purpose of the event management company will be to maintain the size and character of the event as it has been conducted in the past; deliver a family-friendly and safe event environment for the public; and ensure successful marketing and communications for the event. The cost of the event management company must not exceed $75,000.

A. Communications, Tracking & Reporting

The event management company will work closely with the City's Special Events and Communications division, the city-selected public relations & marketing partner, restaurants, and all other city-selected vendors to ensure timely execution of tasks pre-event, in event and post-event. It is the role of the Event Management company to serve as a project manager and successfully communicate and track timelines between all vendors and partners to report to the City for updates and feedback.

1) Be familiar with previously completed Taste of Alpharetta events.
2) Provide an event timeline to Recreation Services to be used for all event logistics and planning and meet with Recreation Services on a regular basis to keep City updated on event planning progress.
3) Coordinate with Recreation Services to identify and secure the event footprint, finalize site plan, schedule, budget, staffing needs, and develop implementation plan with timeline.
4) Serve as the liaison between participants, vendors, public, and Recreation Services staff prior to, during, and following the event to ensure that facilities, equipment, physical setup and breakdown, and staffing provided meet the requirements of the event and all contractual agreements.
5) Work closely with Recreation Services team and Public Safety team on road closures, site issues, load-in and load-out schedule of all vendors. Additionally, work to develop a plan of action for emergencies and adverse weather conditions, including how to communicate the plan to citizens and vendors. In case of emergencies, make or arrange for last minute adjustments, such as, but not limited to, rentals, staff, or layout.
6) Track marketing deadlines and ensure public relations and marketing partner, Alpharetta Convention & Visitors Bureau (ACVB), has all necessary and accurate information in a timely manner to build marketing collateral and create content schedule.
7) Provide copywriting as needed for collateral, website, and social media outlets, etc.
8) Adhere to social media posting schedule determined by ACVB and respond to questions from the public via social media (Facebook & Instagram), escalating when needed.
9) Identify signage needs and provide solutions for clear, directional information for on-site navigation. Develop signage plan with production schedule 60 days prior to the event and guide City-selected graphic designer in collateral creation. After City gives final approval, send collateral to City-approved printer and ensure receipt.
10) Ensure that all props, decorations, signage, and equipment are installed in the correct locations and safely secured with proper weights or other appropriate safety measures. Return Recreation Services property to designated storage facility post-event.
11) Include a day-of schedule mapping set up and breakdown with road closure and reopening times to the Recreation Services team no later than 10 weeks prior to the event.
12) Collect attendee, restaurant, and sponsor feedback post-event. Meet at a mutually agreed upon time to evaluate the success of the event and discuss any necessary changes to processes or procedures to further improve the event.
13) Selected company may describe themselves as event management company in all

printed material, media materials and web-based sites. Recreation Services must approve other forms of recognition.

B. On-Site Staffing

Source, train and manage all on-site staff representing the event assisting with event set up, load-in, load-out, parking, and ticketing. The staff listed below may be provided by the Event Management company or sub-contracted at the expense of the selected company.

1) Implement a street team to distribute printed promotional materials to local businesses and residents at least one (1) month prior to event.
2) Conduct pre- and post-event walks of the venue to identify safety issues or damage to the area and send a report to the City. Prepare the event site for vendor load-in by executing tasks, such as tent marking and booth labeling.
3) Open and secure event footprint and facilities pre- and post-event (e.g., unlock restrooms, check supplies, order cleaning, etc.). Event site and surrounding areas affected by the event should be left cleaner than prior to the event.
4) Manage staffing for on-site set up and dismantling of event signage before and after the event.
5) Produce and operate a minimum of five (5) ticketing/information booth locations across the event site. Schedule and train personnel to handle cash and credit card transactions through the City-selected digital ticketing platform. City will provide basic tables, tents, chairs, and header banner for ticket booths.
6) Provide and manage a minimum of 12 on-site staff to direct restaurant, vendor and sponsor load-in. Radios or other method of communication between key locations must be provided by event management company.
7) Provide and manage a minimum of two (2) on-site parking monitors for specially designated parking areas. Monitors will post "lot full" signs when decks are full.
8) Provide a minimum of two (2) trained staff to set up a merchandise booth and sell on-site.

C. Vendor & Logistics Management

Provide event logistics management including, but not limited to, preparing site plan/map creation, managing all infrastructure vendors, organizing all operational details (deliverables overview, production timelines, etc.), identifying/managing event labor logistics on site from load-in through conclusion of load-out.

1) Coordinate and communicate all logistics with restaurants, vendors, sponsors, and community partners in a professional and hospitable manner.
2) Maintain a spreadsheet with restaurants, vendors, sponsors, and other community partners to provide to Recreation Services in an ongoing basis. Final list due to City within 14 calendar days of the event. Excel spreadsheet should include contact info for restaurants, vendors and sponsors participating in the event, a description of their booth participation, improvements for next year's event, and what worked at this year's event.
3) Determine placement of restaurants, vendors, partners and advise on methods to best

achieve event goal. Site map will be developed by the event management company to provide efficient crowd flow, ADA compliance, maximize space, and ensure Public Safety 60 days prior to the event. Site map to be approved by City of Alpharetta at all stages of development.

4) Ensure all permits are secured for event activities; ensure all vendors have alcohol or food permits obtained no less than four (4) weeks prior to the date of the event, as necessary.
5) Ensure that all participating restaurants are compliant with trash management (including gray water and grease removal), safe food handling, food storage, and personnel hand washing at each restaurant booth.
6) Manage and oversee performance of vendors and ensure that all third parties are in accordance with City requirements, safety standards, and health codes.
7) Facilitate and secure all rental equipment, maintain vendor/contractor delivery schedule, communicate load in and out maps and instructions, and manage performance of vendors, at the expense and procurement of the City, including, but not limited to:
    a) Radios
    b) Golf carts
    c) Rentals for children's area
    d) Stage, sound and entertainment
    e) Beverage stations
    f) Digital ticket
    g) Street sweeper
    h) Food rescue
    i) Locally Grown educational area vendor(s)
    j) Trash compactors and dumpster(s)
    k) Tents, tables, chairs, and event décor (City contracted vendor)
    l) Portable toilets (City contracted vendor)
    m) Waste collection team (City contracted vendor)
    n) Electrical panels (City contracted vendor)
    o) Mobile device charging stations, as needed
    p) Refrigerated truck and ice truck, as needed
    q) Fencing/barricade rental, as needed
8) Work with stage and sound production company to identify busking and stage locations. Collect performer information and schedules and ensure entertainment set-up and break-down meet contracted requirements.
9) Plan and activate the Family Fun Zone with activities (bounce houses, obstacle courses, a rock wall, face painters, bubble art, etc.) for ages 4-16. Acquire proposals for Fun Zone financing; vendor approval and payment for services will be made by the City to the City-selected vendor(s).
10) Produce an on-site culinary contest with on-site voting to be promoted by the ACVB pre-event.
11) Design City-approved merchandise, order prints, and provide staff to run a merchandise booth.
12) Coordinate and communicate set up for City-selected concessions companies to sell alcoholic and nonalcoholic beverages in 6-8 locations each. Ensure all alcohol licensing and permits are acquired.

13) Provide marketing content for mobile ticketing vendor to maintain consistent messaging across all platforms.

D. Sponsorship Sales

The City of Alpharetta will be using sponsorship sales to offset Taste of Alpharetta costs and expect a minimum of $40,000 to be retained by the City per historic sales numbers, but subject to change per council directive/event scope. The selected company will receive a commission on sponsorship sales fully executed from conception to event wrap up at a maximum of 30%. The City reserves the right to procure additional sponsors as directed by council at a negotiated commission rate.

1) Collect input from the City and public relations and marketing partner to create sponsorship sales packages and timeline; City to give final approval. Identify sellable items that currently exist within the event's operating budget. Any additional expenses incurred to carry out sponsorship fulfillment will not count toward the City's minimum $40,000 goal.
2) Issue sponsorship contracts on behalf of the City and seek approvals for multi-year agreements from Recreation Services Division.
3) Track sponsorship sales in a document regularly shared with the City. Ensure timely sponsorship fulfillment pre-event, on-site, and post-event, as well as accurate logo inclusions on contracted collateral.
4) Seek brand names and activations that align with the event and its demographic; approval by City required for all sponsors. Maintain quality, engaging activations that do not detract from event or City brand.
5) Maintain a balanced number of onsite exhibitors for the event that do not outnumber restaurants and communicate load-in, setup and load-out instructions for onsite exhibitors.
6) Evaluate, vet, and negotiate requests for media deals or trades with companies that reach out directly or are received as leads from the City or public relations & marketing partner.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.

1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.

1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.

1.6. You can update your proposal at any time until the closing time.

1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.

1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.

1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.

1.10. Pay attention to the type and number of files we have asked you to upload.

1.11. The largest upload file size is 1000 MB.

1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.

1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

❖ Each proposal must follow these document formats.

- Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
- Format your documents using this outline:
  - ☐ formatted to single space lines,
  - ☐ 10 to 12-point font size,
  - ☐ black font color (excludes photos, charts, section separators or headings), and
  - ☐ upload proposal in PDF format.
  - ☐ OK, but not necessary, to bookmark PDF files by sections included.

3. Technical Proposal Submittal Instructions

- Your RFP response must be submitted in accordance with the instructions provided and must be in the order presented below.

- Proposal section titles (in **BLUE**) are to be as listed below and numbered / lettered as outlined below.
- Each response must be responsive to all requested information.
- Each section must begin on a new page. Note and follow any direction concerning page number limits. This will enable the City ease in proposal review and will ensure compliance with the page limitations.
- Technical Proposal required section:
  - Cover Page
  - Company Information
  - Technical Proposal, Project Approach
  - Qualifications, Experience, and References

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

Each response must have a cover page. Each cover page must include at a minimum that the response is for Taste of Alpharetta Event Management, and your company's full legal name, contact for this procurement, address and contact information.

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

- This document must be no more than two (2) pages,
- Each section below will make up the Company Information document. This document must be in the following order:

i. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.

ii. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.

iii. **Contact,** one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:

- Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
- mailing address,
- telephone number, cell phone number, and
- e-mail address.

C. **Technical Proposal, Project Approach** **41 *Review Points***

Limited to five (5) page maximum.

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

i. Work Plan: A statement of your understanding of the project and a detailed description or your approach to implement all the tasks listed under Section III, "Scope of Work".

ii. Project Schedule and Deadlines: A comprehensive schedule for completion of the tasks. Indicate the time frame or period for each task and a total time for completion.

D. Qualifications, Experience, References **41 *Review Points***

- This document must be no more than five (5) pages,

i. Identify the key team members that would be available contacts for the purpose of providing event management services to our City, and main office personnel for invoicing, etc.

ii. For your firm's proposed main contact with our City and for each individual listed in response to the above, answer the following questions.

1. Where is this individual located?
2. How long has this individual been employed by this respondent?
3. Years of experience in the particular role?

iii. Provide at least a one paragraph resume for each key personnel identified.

iv. Discuss how the location of the respondent and project staff will impact the project schedule and the coordination with the City's staff for event management services for the Taste of Alpharetta.

v. Provide three examples of similar contracts that your firm has held within the past three years. For each example:

1. Discuss the scope in comparison to our request.
2. Discuss the relationship with your client and provide a reference name, email address, and telephone number.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

vi. Organizational Chart: A chart identifying the key personnel assigned to the project. Identify the name of the project manager and the individual authorized to negotiate the contract on behalf of the consulting firm. Clearly identify all subcontractors included on the project team. Include the workload of the project manager and key team members, as well as their availability to complete the tasks.

4. Cost Proposal **15 *Points***

Do not include Cost proposal with other Proposal documents.

i. **Cost proposal form** is provided separately in Excel format and must be completed with each proposal. The Cost Proposal form requests the total project cost as well as an estimated number of trained staff and estimated average number of hours for various positions.

RFP 24-105: Taste of Alpharetta Event Management Cost Proposal		
Directions: Offeror must complete the highlighted areas.		
Offeror Name:		
Total Project Cost:	$ -	*Must not exceed $75,000*
On-Site Labor	**Estimated Number of Trained Staff**	**Estimated Average Number of Hours Each**
Street Team		
Event Set Up/Breakdown		
Load In/Out Staff		
Ticketing Booth Staff		
Parking Attendants		
Merchandise Booth Attendants		

5. Optional Form

Local Vendor Preference application is not a required document. *3 review points*

→ Submit only if your firm is a registered and holds a current City of Alpharetta Business License.

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

6. Required Forms:

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

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

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

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

7. Questionnaire

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

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

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

Information requests and response types are as follows:

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

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **24-105**

RFP Title: **Taste of Alpharetta Event Management**

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

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

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

a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.

b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).

c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.

d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.

e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

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

2. City's Authority and Right to Investigate

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

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

3. Receipt of Proposals and Public Inspection

a. Public Information:

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

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

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

b. Procurement Agent's Review of Proposals:

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

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

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

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

General Terms and Conditions

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

1. Disclosure

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

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

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

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

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

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

3. Substitutions and Change Orders

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

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

4. General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carries issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation $500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**
  Commercial General Liability $1,000,000 each occurrence
  $1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**
  Bodily Injury Liability $1,000,000 each occurrence
  Property Damage Liability $ 100,000 each occurrence
- **Excess Umbrella Liability:**
  Combined Single Limit Bodily Injury
  and / or Property Damage $1,000,000 each occurrence
  $1,000,000 aggregate

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

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

5. Term.

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

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting [Month, Day, 2023-Ex. May 1, 2023], and ending at 11:59 p.m. (Eastern Time) on [Month, Day, 2028-Ex. April 30, 2028] (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from [Start Date: Month Day, 2023-Ex. May 1, 2023] through 11:59 p.m. (Eastern Time) on [1-yr End date Month Date, 2024- Ex April 30, 2024], and will automatically renew for additional one (1) year terms, each beginning on [Month date Ex May 1] following the existing term year and ending at 11:59 (Eastern Time) on [Month Day – Ex. April 30] of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract hourly rates for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

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

7. Performance Prior to Contract Execution

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

8. Subconsultants

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

9. Independent Consultant

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

10. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

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

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

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

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

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

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

11. Compliance with Laws

The Consultant will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

12. Termination

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

13. Annual Appropriation and Renewal

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

14. Ownership of Work Product

In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

Appendix A: City Truck Route Allowed Truck Routes and Map

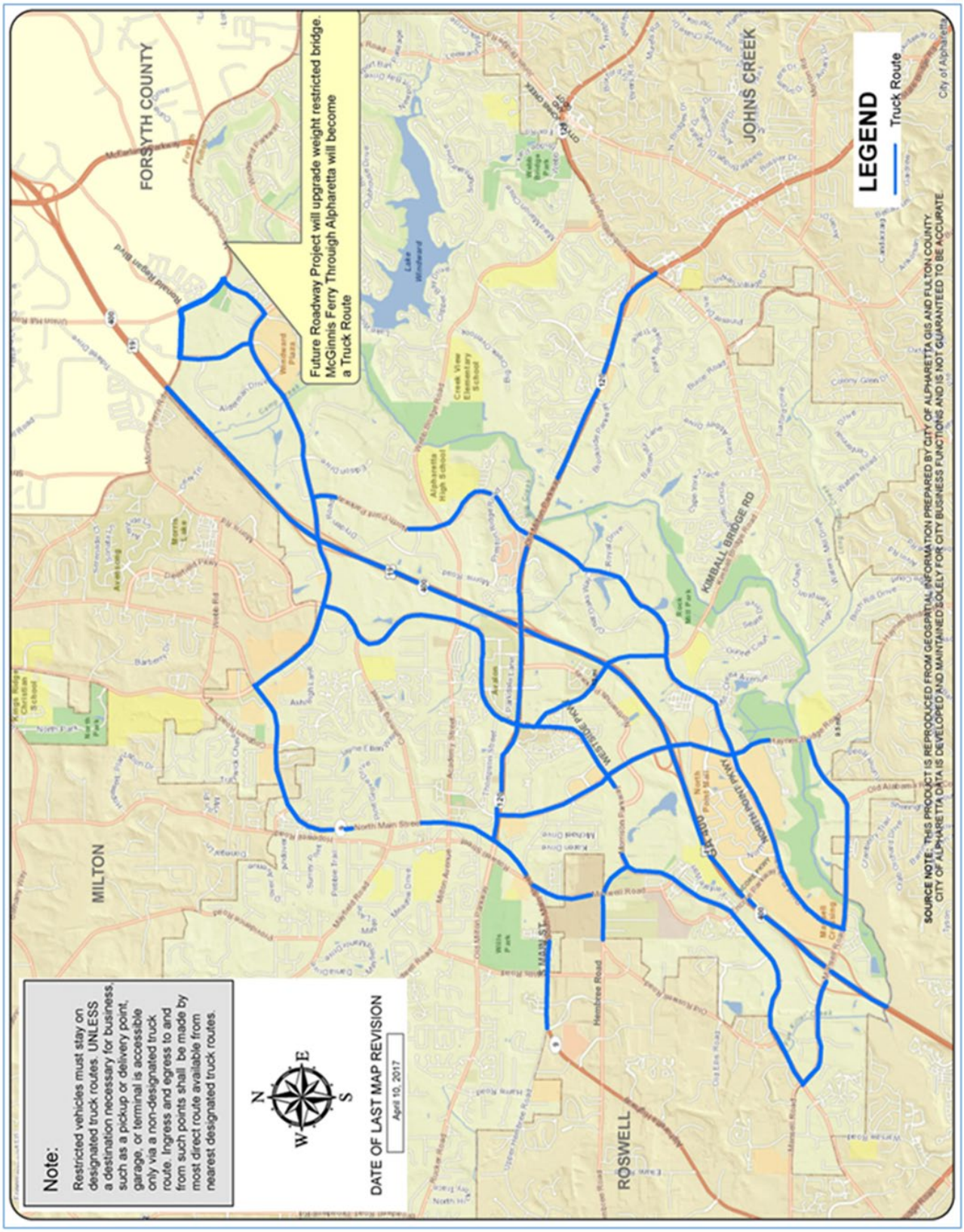
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

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

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

1) SR 9 (North Main Street – South Main Street)
2) SR 120
3) Haynes Bridge Road (SR 120 to City Limits)
4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
5) Mansell Road
6) Maxwell Road (SR 9 to Hembree Road)
7) McGinnis Ferry Road
8) North Point Parkway
9) Union Hill Road
10) Westside Parkway
11) Windward Concourse
12) Windward Parkway (SR 9 to Union Hill Road)

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


LEGEND
Truck Route
Future Roadway Project will upgrade weight restricted bridge. McGinnis Ferry Through Alpharetta will become a Truck Route
Note:
Restricted vehicles must stay on designated truck routes. UNLESS a destination necessary for business, such as a pickup or delivery point, garage, or terminal is accessible only via a non-designated truck route. Ingress and egress to and from such points shall be made by most direct route available from nearest designated truck routes.
DATE OF LAST MAP REVISION
April 10, 2017
N
E
S
W
FORSYTH COUNTY
JOHNS CREEK
MILTON
ROSWELL
KIMBALL BRIDGE RD
SOURCE NOTE: THIS PRODUCT IS REPRODUCED FROM GEOSPATIAL INFORMATION PREPARED BY CITY OF ALPHARETTA GIS AND FULTON COUNTY. CITY OF ALPHARETTA DATA IS DEVELOPED AND MAINTAINED SOLELY FOR CITY BUSINESS FUNCTIONS AND IS NOT GUARANTEED TO BE ACCURATE.

Appendix B: Informational Forms

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

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

Subcontractor E-verify Affidavit

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Sub-subcontractor E-verify Affidavit

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **24-105**

RFP Title: **Taste of Alpharetta Event Management**

RFP Addendum Posting Date: **September 13, 2023**

ADDENDUM

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

A new cost sheet has been posted.

END ADDENDUM

RFP 24-105: Taste of Alpharetta Event Management Cost Proposal

Directions: Offeror must complete the highlighted areas.

Offeror Name:	
Total Project Cost:	$ - *Must not exceed $75,000*

On-Site Labor	**Estimated Number of Trained Staff**	**Estimated Average Number of Hours Each**
Street Team		
Event Set Up/Breakdown		
Load In/Out Staff		
Ticketing Booth Staff		
Parking Attendants		
Merchandise Booth Attendants		

Sponsorship Sales Guarantee/Goal*:	$ -
Vendor Sales Commission (%):	

* City may use this number to evaluate need for additional procurement.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **24-105**

RFP Title: **Taste of Alpharetta Event Management**

RFP Q&A Posting Date: September 13, 2023

QUESTIONS & ANSWERS, CLARIFICATIONS

TO ALL OFFERORS:

1. We have included in this document the questions that we received from interested Offerors, along with our answers to these questions.
2. This is NOT an Addendum. This document does not make any changes to the RFP. It is simply for clarification purposes.
3. We will add this to the RFP documents as record of our Q&A.

Q1 Are we able to bid on a portion of this RFP? In example, just the On-Site Staffing (Section B)?

A1 Yes, interested vendors may bid on individual sections or submit a bid in partnership with other companies in order to bid for multiple sections together.

Q2 Section 3. General. Schedule: Please allow at least one full week (7 days) between the posting of answers to the questions and the final due date for the RFP Responses

A2 All answers posted on 9/13 before 9/21 due date.

Q3 Section 3. General. Does the City have a fixed schedule on how the $75K fee will be paid or should the EM proponents propose a schedule?

A3 Upon approval by Recreation Services, the event management company may submit an invoice for 25% of the event management fees in July, 25% of the event management fee in January, and the final 50% of the event management fee after the event. The invoice description must include the event name, the event date, invoice number, total agreed upon amount for the event, and state the percentage (%) and amount requested on this invoice. The final invoice for the remaining agreed upon amount can be presented after the event and will be paid once the event debrief is held and final reports are submitted to Recreation Services/City. The final invoice must include the event name, event date, invoice number, total agreed upon amount for the event (noting any previously paid amount as a credit), detail any changes to the original event scope, and the remaining balance due.

Q4 Section 3. General. Will the City provide temp on-site office space for the week of the event or is the responsibility of the EM to arrange and/or pay for?

A4 The City can reserve available desk & chair cubicle and/or conference room space for up to ten (10) Event Management staff members to access City Hall during regular hours on Monday through Friday the week of the event. Event Management employees are responsible for supplying and setting up their own equipment and maintaining a clean, non-disruptive working environment.

Q5 SOW 3A. Para 1. Is the City going to employ a "PR and marketing partner" in addition to using the ACVB as a marketing resource?

A5 The only other PR & marketing-related contractor the City will employ is a graphic designer to create onsite signage and other miscellaneous designs (i.e. t-shirt), while the PR and Marketing partner will design promotional graphics.

Q6 SOW 3A. Para 1. If the answer to the above is "yes" please provide specifics of any "creative (copywriting, design, photo/video production) that the Event Partner (EM) will be required to provide as part of the basic fee-other than noted.

A6 Event Management vendor will project manage the art direction for all graphic design elements, as well as track timelines for deliverables from PR & marketing partner and independent graphic designer. Detailing reference to content creation in the Scope of Work, selected Event Management vendor is to provide copywriting as needed for promotional & onsite collateral, website, and social media posts/ads. Event Management vendor will execute website updates and social media posts/ads with content approval from the City and PR & marketing partner.

Q7 SOW 3A. In Para 7 in this section. Will the City provide a budget summary for previous events from the former EM company?

A7 The City can share known previous expenditures as well as the City's drafted budget for the 2024 event with the selected vendor.

Q8 SOW 3A. Para 6. Will the ACVB create sales collateral for sponsor sales and for restaurant solicitations/sales or is this the responsibility of the EM?

A8 No, the PR & marketing partner is not contracted to create sponsorship collateral.

Q9 SOW 3A. Para 8. Will the EM be responsible for writing and posting all social media content?

A9 Yes, as well as creating the content timeline based on the overall PR & marketing partner's deadlines for major announcements.

Q10 SOW 3A. Para 9. Once EM company develops signage plan and production schedule and works with the City, WHO PAYS City-selected graphic designer and City-approved printer, is payment for the signage production covered under SOW 3/C?

A10 The Event Management vendor will source competitive quotes for printing, and the City will pay for approved printing and advertising expenses.

Q11 SOW 3A. Para 12. Can prospective EM companies be provided attendee, restaurant, and sponsor feedback from 2022 & 2023 TOA events?

A11 The City of Alpharetta only has this information from events produced by the City prior to 2020.

Q12 SOW 3/B. General Staffing. Will the City procure volunteers or is this the job of the EM and/or will the City provide the database of previous year's volunteers?

A12 The City may share a database of active volunteers to supplement the minimum onsite staff specified in the RFP. Incentives for volunteers, such as t-shirts, food vouchers, snacks and water will be the responsibility of the Event Management vendor.

Q13 SOW 3/B. Para 1. Can EM company have presence (booth/tent space) at other City events in months prior to TOA to promote the event and recruit volunteers?

A13 The City does not have events leading up to Taste of Alpharetta and cannot guarantee space at partnered events.

Q14 SOW 3/B. Para 3. Cleaning schedule/needs determination by EM company but cost is covered under SOW 3/C-correct?

A14 Staff for waste collection, street sweeping service, trash compactor/dumpster and portable toilet rentals will be paid for by the City. Event Management vendor will manage and oversee the performance of these vendors to maintain cleanliness of the event site.

Q15 SOW 3/B. Para 5. Is the City locked into a digital ticket vendor at this time? If so, is it the same vendor used in 2023?

A15 The City will procure a digital ticket vendor and is seeking the same quality and level of services in 2023 as 2022.

Q16 SOW 3/C. Para 1. Does the City want the EM to solicit and "sell" participating restaurants and if so, are these services to be provided as part of the base "management fee" or can the EM receive a % of the fees?

A16 Restaurant recruitment will be managed by City staff.

Q17 SOW 3/C. Para 1. Has the city locked into the prices and related sales revenue share it will charge restaurants for participation? If so, are the fees fixed or on a sliding scale based on sales success?

A17 Restaurant participation fees and payout percentage are not yet established, though the City will set and retain all revenue generated to help alleviate event costs.

Q18 SOW 3/C. Para 1. Will the City use the same platform for restaurant registration as they have in the past?

A18 Yes, the City will continue to use Eventeny.

Q19 SOW 3/C. Para 2. Will City provide previous (2022 & 2023) years spreadsheet to EM?

A19 Depending on the spreadsheet, the City can share information as needed.

Q20 SOW 3/C. Para 2. Will City provide database of 2023 participating restaurants and the master list of restaurants in the City?

A20 Yes, the city can provide historical lists of participating restaurants. A master list of restaurants is publicly housed on the Alpharetta Convention & Visitors Bureau website.

Q21 SOW 3/C. Para 7. (a-j): Does the EM company execute contracts on behalf of the City. or just negotiate and advise the City on contract details?

A21 The Event Management vendor will draft, sign, and execute contracts for sponsorships on its own behalf. Any vendor contracts collected by the Event Management vendor on behalf of the City will be negotiated and reviewed by the City for signing. Event Management vendor will manage and oversee performance of City-contracted vendors.

Q22 SOW 3/C. Para 8. Does the City have a stage and sound company selected at this time?

A22 The City does not have a stage and sound company selected at this time, but this vendor will be secured by the City.

Q23 SOW 3/C. Para 10. Does the City wish to have a "culinary contest" that is different from previous years where attendees voted on the best dishes by participating restaurants?

A23 The City is open to making changes to last year's "culinary contest" if it does not incur additional costs.

Q24 SOW 3/C. Para 11. How many merchandise items does the City want to be created?

A24 Currently, the City only plans to have a merchandise booth if there is a surplus of t-shirts, which are intended for volunteers, staff, and sponsors. At this time, there is not a plan for other merchandise items.

Q25 SOW 3/C. Para 11. Will the city front the cost of the initial inventory of merchandise?

A25 Yes, the City will purchase any merchandise that may be available for sale.

Q26 SOW 3/C. Para 11. Can the EM retain a % of the merchandise sales revenue?

A26 No, the City's merchandise sales revenue will go back to the City to help alleviate event costs.

Q 27 SOW 3/C. Para 12. Does the City have a company selected to sell beverages (alcoholic and non- alcoholic)?

A27 The City does not have an alcoholic or nonalcoholic beverage vendor selected at this time, but this vendor will be secured by the City.

Q 28 SOW 3/C. Para 12. Does the City retain all revenues from beverage sales (their %) and can the EM earn a %?

A28 Yes, the City plans to retain all revenue from beverage sales to help alleviate event costs. The Event Management vendor will not earn a percentage.

Q29 SOW 3/D. Para 1. Is the "marketing partner" noted herein the ACVB or another partner?

A29 The PR & marketing partner that has been secured is the Alpharetta Convention & Visitors Bureau.

Q30 SOW 3/D. Para 6. Does the City/ACVB have a set budget for paid media?

A30 The PR & marketing partner will secure all paid media according to their PR & marketing plan.

Q31 SOW 3/D. Para 6. Are commissions available on trade (VIK) sponsorships that directly reduce expenses-such as for paid media, equipment, services, or labor?

A31 No, there are not commissions available for value-in-kind sponsorships.

Q32 Could you provide a list of the sponsor partners for the 2023 event? We have located the sponsorship page on the website but want to ensure we are not overlooking any other partners that participated.

A32 The 2023 sponsors we believe the previous Event Management vendor may have had in addition to the website are Chloe Wines, Imagery Estate Winery and Tribute Wine.

Q33 Is there an idea or expectation of how many sponsor partners will, or already has renewed their existing partnership for this event?

A33 The City does not have any information regarding sponsorship interest for 2024.

Q34 Is there a breakdown showing your expected $40k goal coming from specific categories of sponsors, or is there no stipulations on how the $40k goal is reached with sponsorship partners?

A34 The expected revenue to the City is $40K after commission is removed, and the sponsorship can come from a variety of categories as long as they do not conflict with the City or event's branding. Additionally, as stated in the RFP, the City requires the Event Management vendor to maintain a balanced number of onsite exhibitors for the event that do not outnumber restaurants.

END

CITY OF ALPHARETTA
LOCAL VENDOR PREFERENCE (LVP)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of $50,000.01 to $500,000.00.

To apply for the Alpharetta LVP, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

For preference, Alpharetta Vendors must complete and return the Local Vendor Certification Form located at the end of this document. Every Vendor seeking qualification for local preference must include this form with vendor's response to this eligible procurement. The completed form must be accompanied with all required documentation noted on the form.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award for their responsive and responsible bid (ITB)/proposal (RFP) if:

For an ITB: If the lowest responsive and responsible Bidder is a non-Alpharetta vendor:

- Alpharetta vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3%) of the lowest responsive and responsible bid.
- If multiple Alpharetta vendors are within three percent (3%) of the lowest responsive and responsible bid, then contract award will go to the Alpharetta vendor with the lowest responsive and responsible bid.

For an RFP: Alpharetta Vendor preference of three percent (3%), or equivalent unit of measure, shall be provided as an evaluation criterion.

Exceptions:

a. Formal solicitations with a contract value of $500,000.01 or greater;
b. Public Works Construction Projects totaling $100,000.00 and greater (O.C.G.A. Chapter 91 of Title 36);
c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;
d. Federal or State law prohibits the use of local preference;
e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;
f. The Alpharetta vendor is either non-responsive or non-responsible;
g. All bids submitted exceed the budget amount and supplemental funding is not available;
h. Emergency purchases; and
i. The procurement Official, City Administrator, and/or City Council my exempt any formal solicitation from the Alpharetta Vendor Preference.

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form

THE CITY OF ALPHARETTA GEORGIA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.

☐ Has a valid business license from the City.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:	
Current Business/Company Address:	

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:	

The place of business identified above employs the following number of full-time employee(s): _____

City of Alpharetta Business License # _____

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):		Date:	
Position Title:		Phone #:	
Signature:		E-mail:	

This Section is for City Use Only

Qualifications Verification: _____ Date: _____

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: RFP 24-105:Taste of Alpharetta Event Management

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☐	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION. PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

_____
Company Name

_____
Signature of Authorized Officer or Agent

_____
Date

_____
Printed Name & Title of Authorized Officer or Agent

_____
Company Address

Subscribed and sworn before me on this the

_____day of _____, 20_____

_____
Notary Public

_____
My Commission Expires
(Notary Stamp)

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ RFP 24-105:Taste of Alpharetta Event Management

Name of Contractor Name of Project

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

Executed date _____ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

(Notary Stamp)

RFP 24-105: Taste of Alpharetta Event Management

Scoring Summary

Active Submissions

	Total	A - Group 1 Administrative	A-1 - Disclosure form	A-2 - E-verify	A-3 - W-9
Supplier	**/ 100 pts**	**/ 3 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
Premier Events LLC	87.43 pts	0 pts	Pass	Pass	Pass
VIVO360, Inc.	67.3 pts	0 pts	Pass	Pass	Pass
Ricketts Rhodes Events	65.93 pts	0 pts	Pass	Pass	Pass
Strickland Event Management, LLC.	63.89 pts	0 pts	Pass	Pass	Pass

	A-4 - Local Vendor Preference	A-5 - Addenda Acknowledgement	A-6 - Insurance Acknowledgement	A-7 - Authorized Signer	A-8 - Contract Legal contact info
Supplier	**/ 3 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
Premier Events LLC	0 pts	Pass	Pass	Pass	Pass
VIVO360, Inc.	0 pts	Pass	Pass	Pass	Pass
Ricketts Rhodes Events	0 pts	Pass	Pass	Pass	Pass
Strickland Event Management, LLC.	0 pts	Pass	Pass	Pass	Pass

	A-9 - Unique SAM.gov Identifier	A-10 - SAM/ State Debar Check	B - Group 2 Technical	B-1 - Technical Proposal, Project Approach	B-2 - Qualifications, Experience, References
Supplier	**Pass/Fail**	**Pass/Fail**	**/ 82 pts**	**/ 41 pts**	**/ 41 pts**
Premier Events LLC	Pass	Pass	72.43 pts	36.9 pts	35.53 pts
VIVO360, Inc.	Pass	Pass	53.3 pts	25.97 pts	27.33 pts
Ricketts Rhodes Events	Pass	Pass	51.93 pts	32.8 pts	19.13 pts
Strickland Event Management, LLC.	Pass	Pass	49.2 pts	27.33 pts	21.87 pts

	C - Group 3 Cost Proposal	C-1 - Cost Proposal
Supplier	**/ 15 pts**	**/ 15 pts**
Premier Events LLC	15 pts	15 pts ($70,000.00)
VIVO360, Inc.	14 pts	14 pts ($75,000.00)
Ricketts Rhodes Events	14 pts	14 pts ($75,000.00)
Strickland Event Management, LLC.	14.69 pts	14.69 pts ($71,500.00)

CITY OF ALPHARETTA

STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution by and between Premier Events, LLC, a domestic limited liability company with its principal office located at 4200 Highlands Parkway SE, Suite A, Smyrna, Georgia 30082 (the "*Consultant*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals dated August 24, 2023 (the "*RFP*"), including any addenda thereto, and the Consultant's Proposal dated September 21, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if there is a conflict between the language in the RFP and the Proposal, the language in the former will govern.

2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include the following:

> **TASTE OF ALPHARETTA EVENT MANAGEMENT**, scope of work including, but not limited to, 1) communications, tracking, and reporting, 2) on-site staffing, 3) vendor and logistics management, and 4) sponsorship sales and providing all labor, materials and equipment needed to accomplish these tasks.

3. Contract Prices. As finally awarded by the City, the City will pay Consultant in accordance with the Cost Proposal, which is attached hereto and incorporated herein in Exhibit "A," a fixed fee in the amount of **Seventy Thousand Dollars ($70,000.00)** per year for Consultant's performance of Work.

This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices must be sent to:

> City of Alpharetta
> Department of Recreation, Parks & Cultural Services
> 2 Park Plaza
> Alpharetta, GA 30009
> Attn: Hilary Lew

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant

will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

(a) Commencement of Work. The Consultant must not proceed to perform the Work until on or after contract execution and receipt of Notice to Proceed.

(b) Time for Performance. From receipt of Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work.

(c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.

(d) Project Manager. The City's staff Project Manager for this Work is Hilary Lew. The Consultant shall coordinate with the City's Project Manager.

5. Term and Termination. As described in Section 5 of the RFP which is incorporated herein by reference, this Contract is for a term of five (5) years. The Term shall commence upon the date of the last party to execute this Agreement.

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

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title

to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City (if any such transfer of title applies to this Contract).

6. Representations and Warranties. Consultant represents and warrants that Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature.

7. Covenants. Consultant covenants that:

(a) Consultant will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

(b) Consultant will perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;

(c) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and

(d) Consultant, in the performance of its duties under this Contract, including but not limited to its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in a valid status all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

(a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Consultant. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such

insurance must be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests provision. Such insurance coverage must extend to all of Consultant's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Consultant.

ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Consultant will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

10. Indemnification. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

11. Subcontractors and Consultant Personnel.

(a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

(b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility, and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes, as if said subcontractor was a party to this Contract.

(c) Key Staff. Where Consultant has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Consultant agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

(i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

(ii) Disciplinary reasons;

(iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

(iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make a selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and

past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

12. Independent Contractor. The Consultant will always act as an independent contractor and not be considered or deemed an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

13. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.

14. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested or hand delivered:

(a) If to the Consultant, at the following address:

Premier Events
4200 Highlands Parkway SE, Suite A
Smyrna, Georgia 30082
Attention: Laura Valente

(b) If to the City, at the following address:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, Georgia 30009
Attention: Morgan Rodgers

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

15. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep all public records in accordance with the City's

records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant will become part of the Contract Documents.

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

i. Pursuant to O.C.G.A. § 13-10-91, Consultant represents, warrants, acknowledges, and/or agrees that:

The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. Consultant, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and

maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant of the receipt within five (5) business days of receipt of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.

iv. In lieu of the affidavit required by this Section, if Consultant, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state-issued identification card.

(c) The Consultant must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

17. Miscellaneous.

(a) Space Reservation. City may, but is not obligated to, upon prior written notice to Consultant, reserve a desk, chairs, and conference room space accessible for up to ten event management staff members during regular business hours on Monday through Friday during the week of the Taste of Alpharetta event. Event management employees shall supply and set up their equipment and maintain a clean and non-disruptive work environment.

(b) Additional Sponsors. City reserves the right to procure additional sponsors for Taste of Alpharetta. City Council may direct City to procure such sponsors at a negotiated commission rate.

(c) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(d) 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.

(e) 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.

(f) Electronic Signature. This Contract may be executed by electronic signature, which will have the same validity and effect as a signature affixed by hand and constitute an original for all purposes.

(g) 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.

(h) 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.

(i) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. The Consultant may not assign this Contract without the prior written consent of the City.

(j) 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.

(k) 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.

(l) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association.

(m) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(n) 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.

(o) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Consultant. Absolutely no third-party beneficiaries are intended by this Contract. Any third party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(p) 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.

(q) Publicity Provision. Consultant will not use the City's trademarks, service marks, or logos without the City's express prior written consent. Consultant will not identify or refer to the City in any advertising or other promotional modality, regardless of its form, without the express prior written consent of the City.

(r) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Ed Howden, City Attorney

PREMIER EVENTS, LLC

By: _____
Laura Valente, Partner

Attest:
By: _____
Jonathan Rawls, Co-Owner

Date: _____

EXHIBIT "A"

RFP 24-105: Taste of Alpharetta Event Management Cost Proposal		
Directions: Offeror must complete the highlighted areas.		
Offeror Name:	Premier Events	
Total Project Cost:	$ 70,000.00	***Must not exceed $75,000***
On-Site Labor	**Estimated Number of Trained Staff**	**Estimated Average Number of Hours Each**
Street Team	4	6 hours average each
Event Set Up/Breakdown	9	15.5 avg hours each, incl. day prior
Load In/Out Staff	12	17.5 avg hrs each; incl. day prior; + support from 9 set up team members
Ticketing Booth Staff	16	9.75 hours average each
Parking Attendants	4	9 hours average each
Merchandise Booth Attendants	5	12.6 hours average each
Sponsorship Sales Guarantee/Goal*:	$ 75,000.00	
Vendor Sales Commission (%):	20.00%	
* City may use this number to evaluate need for additional procurement.		

STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: November 27, 2023

AGENDA ITEM:

Resolution: Eminent Domain - Webb Bridge Road Project Parcel 19
Consideration of adoption of a Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 200 Dodd Lane, Alpharetta, GA 30005 (Tax Parcel 21 -5590-1249-076-0) for Right of Way for proposed Webb Bridge Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way, and approval of an Order to Condemn, and Declaration of Taking, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a Resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 200 Dodd Lane, Alpharetta, GA 30005 (Tax Parcel 21 -5590-1249-076-0) for Right of Way for proposed Webb Bridge Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way, and approve an Order to Condemn, and Declaration of Taking, and approve the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City has determined that it is necessary to make bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way. This road project is known as the Webb Bridge Road Project (the “Project").

In order to construct the Project, it is necessary to acquire certain rights (through the use of eminent domain) to, in, over, under, through and across the property now or formerly owned by Navin Job and Bobino Navin, located at 200 Dodd Lane, Alpharetta, GA 30005 (Tax Parcel 21 -5590-1249-076-0) (reference: Project Parcel 19). Further, the use of eminent domain is not only necessary for the public interest, but also must be carried out expeditiously to ensure the timely completion of the Project.

Further, this resolution authorizes the Mayor and the City Administrator to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

ATTACHMENTS:

1. Resolution Webb Bridge Road Parcel 19
2. Legal Description Webb Bridge Road Parcel 19
3. Parcel 19-Exhibit A - COLOR PLANS
4. Declaration of Taking Webb Bridge Road Parcel 19
5. Order to Condemn Webb Bridge Road Parcel 19
6. Certificate for Resolution WBR Parcel 19

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 200 DODD LANE, ALPHARETTA, GA. 30005 (TAX PARCEL 21 -5590-1249-076-0) FOR RIGHT OF WAY FOR PROPOSED WEBB BRIDGE ROAD BIKE & PEDESTRIAN IMPROVEMENTS FROM BIG CREEK GREENWAY TO WEBB BRIDGE WAY

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to make bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way, such road project being known as the Webb Bridge Road Project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Navin Job and Bobino Navin, located at 200 Dodd Lane, Alpharetta, GA. 30005 (Tax Parcel No.: 21-5590-1249-076-0) within the City of Alpharetta, Georgia (reference: **Project Parcel 19),** as further described and shown in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through and across the foregoing property are necessary in the public interest and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 200 Dodd Lane, Alpharetta, GA. 30005 (Tax Parcel No.: 21-5590-1249-076-0) in order to ensure the timely completion of the Project Webb Bridge Road from Big Creek Greenway to Webb Bridge Way. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

SO RESOLVED, this _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald Mitchell

_____
Brian Will

_____
Douglas DeRito

_____
John Hipes

_____
Jason Binder

_____
Dan Merkel

Approved as to form and legal sufficiency:

_____
Lauren Shapiro, City Clerk

_____
Priya Patel, City Attorney

Legal Description

PROJECT NO.:	Webb Bridge Road Bike & Pedestrian Improvements Project C1933
P.I. NO.:	N/A
PARCEL NO.:	19
DATE OF R/W PLANS:	October 14, 2021
REVISION DATE:	August 23, 2022

Required Right of Way

Being a strip or parcel of land running in, though, over and across the property now or formerly owned by **NAVIN JOB and BOBINO NAVIN** as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 44258, Page 389, said strip or parcel being shown on a Right of Way sketch prepared by POND, and attached hereto, and said strip or parcel lying and being in Land Lots 1249 of the 2nd District, 1st Section, of Fulton County, Georgia, being Lot 1 in the Shirley Estates Subdivision, as per that certain Plat of Survey entitled Final Plat of Shirley Estates F/K/A Webb Bridge Road Tract, prepared by McFarland-Dyer and Associates, bearing the seal and certification of J. Chris Whitley, Georgia Registered Land Surveyor No. 3672, dated August 17, 2018, being recorded in Plat Book 414, Pages 97-103, Fulton County, Georgia records, and being more particularly described as follows:

Beginning at a point 40.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+32.79 thence along an arc 15.918 feet to the right, having a radius of 1009.798 feet, the chord of which is S 40°37'05.8" E for a distance of 15.918 feet, to a point 40.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+48.07 thence S 38°49'28.7" E a distance of 85.395 feet to a point 38.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 139+33.44 thence N 85°49'34.6" W a distance of 0.601 feet to a point 37.570 feet left of DE1 - WEBB BRIDGE ROAD at Station 139+33.02 thence N 41°04'57.0" W a distance of 67.206 feet to a point 36.496 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+65.83 thence N 43°16'27.0" W a distance of 28.147 feet to a point 35.023 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+38.08 thence N 1°13'08.4" E a distance of 7.419 feet to a point 40.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+32.79 and the POINT OF BEGINNING.

The above-described parcel contains ± 0.006 acres (248.566 sq. ft.)

Required Temporary Easement

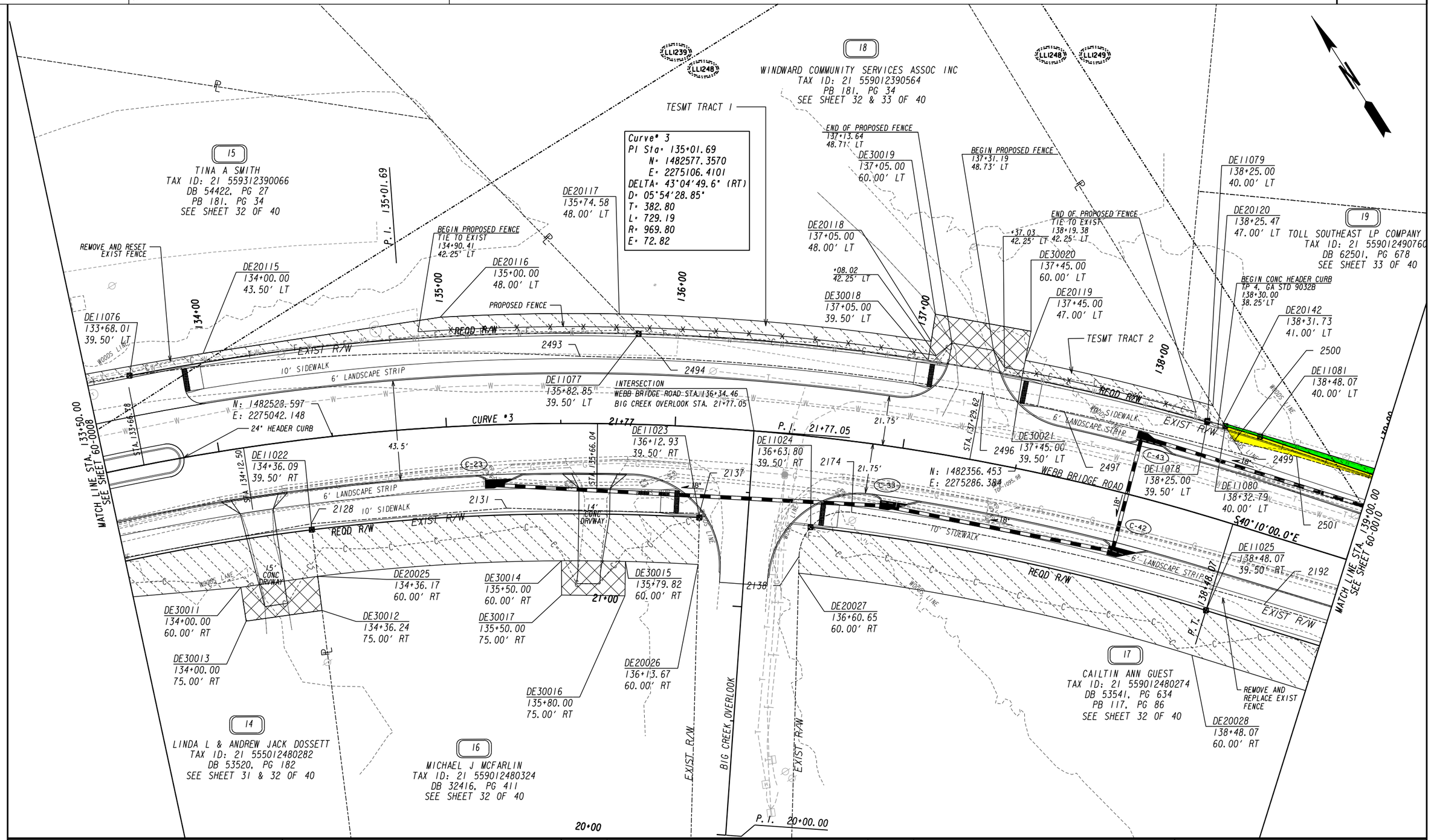
This temporary easement grants the right to execute certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as City of Alpharetta may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent

ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement area shown on the attached plats. Said easement will expire on November 14, 2025, or upon completion and final acceptance of the Project above by City of Alpharetta, whichever shall first occur.

Beginning at a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+31.73 thence S 40°46'58.5" E a distance of 106.319 feet to a point 42.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 139+37.35 thence N 85°49'34.6" W a distance of 5.593 feet to a point 38.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 139+33.44 thence N 38°49'28.7" W a distance of 85.395 feet to a point 40.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+48.07 thence along an arc 15.918 feet to the left, having a radius of 1009.798 feet, the chord of which is N 40°37'05.8" W for a distance of 15.918 feet, to a point 40.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+32.79 thence N 1°12'14.5" E a distance of 1.486 feet to a point 41.000 feet left of DE1 - WEBB BRIDGE ROAD at Station 138+31.73 and the POINT OF BEGINNING.

The above-described parcel contains ± 237.470 sq. ft.

10/13/2021 USER:Dennards	GPLOT-V8 gplotborder-V81-PO-half.tbl	X:\FY20\1200020\04.CAD\DGN\1200020_60-0009.dgn GAWPLN



PROPERTY AND EXISTING R/W LINE	----------℄----------
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	——C——F——
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
LIMIT OF ACCESS	
REQ'D R/W & LIMIT OF ACCESS	

SCALE IN FEET
0 20 40 80

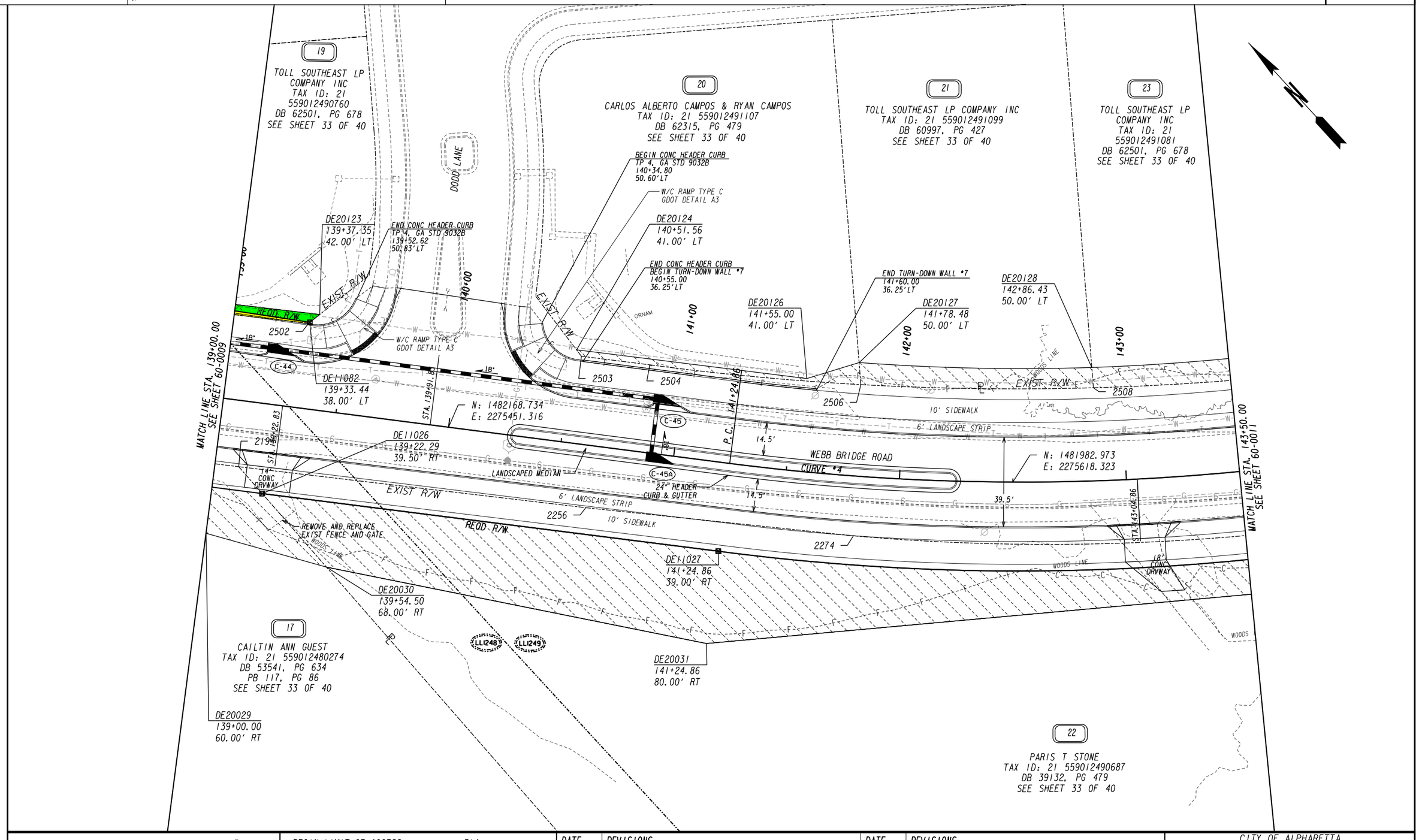
DATE	REVISIONS	DATE	REVISIONS

CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

COUNTY: FULTON
LAND LOT NO: 1239, 1248, 1249
LAND DISTRICT: 06
GMD: 1176
DATE: 10/14/2021 SH 09 OF 40

DRAWING No.
60-0009



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

COUNTY: FULTON
LAND LOT NO: 1248, 1249
LAND DISTRICT: 06
GMD: 1176
DATE: 10/14/2021 SH 10 OF 40

DRAWING No.
60-0010

PARCEL 18 WINDWARD COMMUNITY SERVICES ASSOC INC REQ'D TEMP. EASM'T. TRACT 2 DE1802

PNT	OFFSET/		STATION/	ALIGNMENT
DE20119	47.00	L	137+45.00	WEBB BRIDGE ROAD

ARC LENGTH = 84.37
CHORD BEAR = S 43°52'44.8" E
LNTH CHORD = 84.35
RADIUS = 1016.80
DEGREE = 5°38'05.7"

DE20120	47.00	L	138+25.47	WEBB BRIDGE ROAD
DE11080	40.00	L	138+32.79	WEBB BRIDGE ROAD
DE11079	40.00	L	138+25.00	WEBB BRIDGE ROAD
DE11078	39.50	L	138+25.00	WEBB BRIDGE ROAD

ARC LENGTH = 83.26
CHORD BEAR = N 43°53'34.9" W
LNTH CHORD = 83.23
RADIUS = 1009.30
DEGREE = 5°40'36.5"

DE30021	39.50	L	137+45.00	WEBB BRIDGE ROAD
DE20119	47.00	L	137+45.00	WEBB BRIDGE ROAD

REQD EASMT AREA = 656.87 SF

PARCEL 18 WINDWARD COMMUNITY SERVICES ASSOC INC

TESMT TRACT 1 = 1122.07 SF
TESMT TRACT 2 = 656.87 SF
TOTAL AREA = 1778.94 SF

PARCEL 18 WINDWARD COMMUNITY SERVICES ASSOC INC REQ'D DRWY. EASM'T. DE1803

PNT	OFFSET/		STATION/	ALIGNMENT
DE30019	60.00	L	137+05.00	WEBB BRIDGE ROAD
DE30020	60.00	L	137+45.00	WEBB BRIDGE ROAD
DE30021	39.50	L	137+45.00	WEBB BRIDGE ROAD

ARC LENGTH = 41.63
CHORD BEAR = N 47°26'16.2" W
LNTH CHORD = 41.63
RADIUS = 1009.30
DEGREE = 5°40'36.5"

DE30018	39.50	L	137+05.00	WEBB BRIDGE ROAD
DE30019	60.00	L	137+05.00	

PARCEL 19 TOLL SOUTHEAST LP COMPANY INC REQ'D R/W DE1900

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE11080	40.00	L	138+32.79		WEBB BRIDGE ROAD

ARC LENGTH = 15.92
CHORD BEAR = S 40°37'05.8" E
LNTH CHORD = 15.92
RADIUS = 1009.80
DEGREE = 5°40'26.4"

DE11081	40.00	L	138+48.07		WEBB BRIDGE ROAD
	85.39		S 38°49'28.7" E		
DE11082	38.00	L	139+33.44		WEBB BRIDGE ROAD
	0.60		N 85°49'34.6" W		
2502	37.57	L	139+33.02		WEBB BRIDGE ROAD
	67.21		N 41°04'57.0" W		
2501	36.50	L	138+65.83		WEBB BRIDGE ROAD
	28.15		N 43°16'27.0" W		
2500	35.02	L	138+38.08		WEBB BRIDGE ROAD
	7.42		N 1°13'08.4" E		
DE11080	40.00	L	138+32.79		WEBB BRIDGE ROAD

REQD R/W = 248.57 SF
REQD R/W = 0.006 ACRES
REMAINDER = +/- 0.38 ACRES

PARCEL 19 TOLL SOUTHEAST LP COMPANY INC REQ'D TEMP. EASM'T. DE1901

PNT	OFFSET/		STATION/	ALIGNMENT
DE20142	41.00	L	138+31.73	WEBB BRIDGE ROAD
DE20123	42.00	L	139+37.35	WEBB BRIDGE ROAD
DE11082	38.00	L	139+33.44	WEBB BRIDGE ROAD
DE11081	40.00	L	138+48.07	WEBB BRIDGE ROAD

ARC LENGTH = 15.92
CHORD BEAR = N 40°37'05.8" W
LNTH CHORD = 15.92
RADIUS = 1009.80
DEGREE = 5°40'26.4"

DE11080	40.00	L	138+32.79	WEBB BRIDGE ROAD
DE20142	41.00	L	138+31.73	WEBB BRIDGE ROAD

REQD EASMT AREA = 237.47 SF

PARCEL 20 CARLOS ALBERTO CAMPOS & RYAN CAMPOS REQ'D TEMP. EASM'T. DE2000

PNT	OFFSET/		STATION/	ALIGNMENT
DE20124	41.00	L	140+51.56	WEBB BRIDGE ROAD
DE20126	41.00	L	141+55.00	WEBB BRIDGE ROAD
DE20127	50.00	L	141+78.48	WEBB BRIDGE ROAD
2506	40.39	L	141+80.03	WEBB BRIDGE ROAD

ARC LENGTH = 93.45
CHORD BEAR = N 42°10'50.3" W
LNTH CHORD = 93.43
RADIUS = 1234.47
DEGREE = 4°38'28.8"

2504	38.57	L	140+84.41	WEBB BRIDGE ROAD
2503	38.48	L	140+54.05	WEBB BRIDGE ROAD
DE20124	41.00	L	140+51.56	WEBB BRIDGE ROAD

REQD EASMT AREA = 359.44 SF

PARCEL 21 TOLL SOUTHEAST LP COMPANY INC REQ'D TEMP. EASM'T. DE2100

PNT	OFFSET/		STATION/	ALIGNMENT
DE20127	50.00	L	141+78.48	WEBB BRIDGE ROAD

ARC LENGTH = 102.56
CHORD BEAR = S 46°19'08.7" E
LNTH CHORD = 102.51
RADIUS = 952.00
DEGREE = 6°01'06.5"

DE20128	50.00	L	142+86.43	WEBB BRIDGE ROAD
2508	41.02	L	142+86.86	WEBB BRIDGE ROAD

ARC LENGTH = 102.47
CHORD BEAR = N 46°43'38.4" W
LNTH CHORD = 102.44
RADIUS = 1234.47
DEGREE = 4°38'28.8"

2506	40.39	L	141+80.03	WEBB BRIDGE ROAD
DE20127	50.00	L	141+78.48	WEBB BRIDGE ROAD

REQD EASMT AREA = 932.11 SF

PARCEL 20 PARIS T STONE REQ'D R/W DE2000

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
2194	29.07	R	139+10.50		WEBB BRIDGE ROAD
	154.02		S 40°46'37.5" E		
2256	27.43	R	140+64.51		WEBB BRIDGE ROAD
	118.53		S 41°30'18.5" E		
2274	26.31	R	141+81.55		WEBB BRIDGE ROAD

ARC LENGTH = 400.83
CHORD BEAR = S 54°15'06.2" E
LNTH CHORD = 398.01
RADIUS = 973.15
DEGREE = 5°53'15.5"

2278	28.45	R	145+71.42		WEBB BRIDGE ROAD
	9.10		S 30°32'01.0" W		
DE11029	37.50	R	145+70.47		WEBB BRIDGE ROAD

ARC LENGTH = 462.85
CHORD BEAR = N 53°05'22.7" W
LNTH CHORD = 458.82
RADIUS = 1011.40
DEGREE = 5°39'54.0"

DE11027	39.00	R	141+24.86		WEBB BRIDGE ROAD
	202.57		N 40°18'29.1" W		
DE11026	39.50	R	139+22.29		WEBB BRIDGE ROAD
	15.74		N 1°20'03.8" E		
2194	29.07	R	139+10.50		WEBB BRIDGE ROAD

REQD R/W = 7411.47 SF
REQD R/W = 0.170 ACRES
REMAINDER = +/- 5.4 ACRES

PARCEL 22 PARIS T STONE REQ'D TEMP. EASM'T. DE2201

PNT	OFFSET/		STATION/	ALIGNMENT
DE11026	39.50	R	139+22.29	WEBB BRIDGE ROAD
DE11027	39.00	R	141+24.86	WEBB BRIDGE ROAD

ARC LENGTH = 462.85
CHORD BEAR = S 53°05'22.7" E
LNTH CHORD = 458.82
RADIUS = 1011.40
DEGREE = 5°39'54.0"

DE11029	37.50	R	145+70.47	WEBB BRIDGE ROAD
DE20034	50.00	R	145+69.18	WEBB BRIDGE ROAD
DE20033	55.00	R	145+20.00	WEBB BRIDGE ROAD
DE20032	55.00	R	143+80.00	WEBB BRIDGE ROAD
DE20031	80.00	R	141+24.86	WEBB BRIDGE ROAD
DE20030	68.00	R	139+54.50	WEBB BRIDGE ROAD
DE11026	39.50	R	139+22.29	WEBB BRIDGE ROAD

REQD EASMT AREA = 15353.41 SF

PARCEL 23 TOLL SOUTHEAST LP COMPANY INC REQ'D TEMP. EASM'T. DE2300

PNT	OFFSET/		STATION/	ALIGNMENT
DE20128	50.00	L	142+86.43	WEBB BRIDGE ROAD

ARC LENGTH = 102.05
CHORD BEAR = S 52°28'34.8" E
LNTH CHORD = 102.00
RADIUS = 952.00
DEGREE = 6°01'06.5"

DE20129	50.00	L	143+93.84	WEBB BRIDGE ROAD
2510	39.39	L	143+93.16	WEBB BRIDGE ROAD

ARC LENGTH = 102.04
CHORD BEAR = N 51°33'02.2" W
LNTH CHORD = 102.00
RADIUS = 1161.44
DEGREE = 4°55'59.4"

2508	41.02	L	142+86.86	WEBB BRIDGE ROAD
DE20128	50.00	L	142+86.43	WEBB BRIDGE ROAD

REQD EASMT AREA = 983.73 SF

PARCEL 24 TOLL SOUTHEAST LP COMPANY INC REQ'D TEMP. EASM'T. DE2400

PNT	OFFSET/		STATION/	ALIGNMENT
DE20130	45.00	L	143+93.52	WEBB BRIDGE ROAD

ARC LENGTH = 105.11
CHORD BEAR = S 58°40'31.6" E
LNTH CHORD = 105.06
RADIUS = 957.00
DEGREE = 5°59'13.3"

DE20131	45.00	L	145+03.57	WEBB BRIDGE ROAD
2512	38.64	L	145+02.66	WEBB BRIDGE ROAD

ARC LENGTH = 105.25
CHORD BEAR = N 58°14'05.7" W
LNTH CHORD = 105.18
RADIUS = 848.29
DEGREE = 6°45'15.3"

2510	39.39	L	143+93.16	WEBB BRIDGE ROAD
DE20130	45.00	L	143+93.52	WEBB BRIDGE ROAD

REQD EASMT AREA = 643.33 SF

PARCEL 25 TOLL SOUTHEAST LP COMPANY INC REQ'D TEMP. EASM'T. DE2500

PNT	OFFSET/		STATION/	ALIGNMENT
DE20131	45.00	L	145+03.57	WEBB BRIDGE ROAD

ARC LENGTH = 132.54
CHORD BEAR = S 65°47'21.8" E
LNTH CHORD = 132.43
RADIUS = 957.00
DEGREE = 5°59'13.3"

DE20132	45.00	L	146+42.34	WEBB BRIDGE ROAD
2515	40.43	L	146+42.23	WEBB BRIDGE ROAD
2514	40.12	L	146+16.67	WEBB BRIDGE ROAD

ARC LENGTH = 109.56
CHORD BEAR = N 65°48'08.8" W
LNTH CHORD = 109.48
RADIUS = 799.39
DEGREE = 7°10'02.9"

2512	38.64	L	145+02.66	WEBB BRIDGE ROAD
DE20131	45.00	L	145+03.57	WEBB BRIDGE ROAD

REQD EASMT AREA = 748.54 SF

PARCEL 26 JOHN B & EMILY H STONE REQ'D R/W DE2600

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
2278	28.45	R	145+71.42		WEBB BRIDGE ROAD

ARC LENGTH = 144.57
CHORD BEAR = S 70°18'16.0" E
LNTH CHORD = 144.44
RADIUS = 973.31
DEGREE = 5°53'12.1"

2288	26.99	R	147+12.08		WEBB BRIDGE ROAD
	39.04		S 74°32'47.9" E		
2290	27.18	R	147+50.09		WEBB BRIDGE ROAD
	13.62		S 1°57'15.3" W		
DE11032	40.50	R	147+52.84		WEBB BRIDGE ROAD
	8.16		N 75°51'05.2" W		
DE11031	40.50	R	147+45.00		WEBB BRIDGE ROAD
	3.00		N 14°22'22.1" E		
DE11030	37.50	R	147+45.00		WEBB BRIDGE ROAD

ARC LENGTH = 181.06
CHORD BEAR = N 70°38'13.9" W
LNTH CHORD = 180.83
RADIUS = 1039.50
DEGREE = 5°30'42.7"

DE11029	37.50	R	145+70.47		WEBB BRIDGE ROAD
	9.10		N 30°32'01.0" E		
2278	28.45	R	145+71.42		WEBB BRIDGE ROAD

REQD R/W = 1859.24 SF
REQD R/W = 0.043 ACRES
REMAINDER = +/- 2.1 ACRES

POND
Architects ▪ Engineers ▪ Planners

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: C1933
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE: 10/14/2021 SH 33 OF 40

DRAWING No.
60-0033

7/31/2015 GRWPLN

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," City of Alpharetta, Georgia estimates $11,200.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating,

constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

This ___ day of _____, 2023.

_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

_____
CHRIS LAGERBLOOM, City Administrator

APPROVED AS TO FORM:

_____
Priya M. Patel, City Attorney

ORDER OF THE CITY OF ALPHARETTA, CITY COUNCIL TO CONDEMN PROPERTY FOR PURPOSES OF BIKE & PEDESTRIAN IMPROVEMENTS FROM BIG CREEK GREENWAY TO WEBB BRIDGE WAY PROJECT

WHEREAS, the City Council for the City of Alpharetta has determined that it is necessary to make bike and pedestrian improvements for the City of Alpharetta at parcel identification number 21-5590-1249-076-0, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking.

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	± 0.006 acres (248.566 square feet) of fee simple right of way; ± 0.01 (237.470 square feet) of temporary construction easement;
Owner(s):	Navin Job and Bobino Navin
Potentially Interested Party(s):	Wells Fargo Bank, N.A.; Shirley Estates at Windward Homeowners Association, Inc.; Toll Southeast LP Company, Inc.; Tax Commissioner of Fulton County, Georgia; Probate Court Judge of Fulton County, Georgia.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City Council for the City of Alpharetta that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for road, bike and pedestrian improvements.

IT IS ORDERED that the City of Alpharetta proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking by condemnation

under the provisions of said Code, and that the City Attorney or its designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the City of Alpharetta City Council, this _____ day of _____ 2023.

_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

_____
CHRIS LAGERBLOOM, **City Administrator**

APPROVED AS TO FORM:

_____
Priya Patel, City Attorney

THE CITY OF ALPHARETTA GEORGIA

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

CERTIFICATE OF AUTHENTICATION OF RECORDS

The undersigned, as the custodian of records for the City of Alpharetta, Georgia, certifies that the attached record is a true and authentic copy of Resolution No. _____:

"A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 200 DODD LANE, ALPHARETTA, GA. 30005 (TAX PARCEL 21 -5590-1249-076-0) FOR RIGHT OF WAY FOR PROPOSED WEBB BRIDGE ROAD BIKE & PEDESTRIAN IMPROVEMENTS FROM BIG CREEK GREENWAY TO WEBB BRIDGE WAY"

This resolution was adopted by the Mayor and City Council of the City of Alpharetta, Georgia on November 27, 2023.

This certificate is given pursuant to Georgia law in lieu of the personal appearance of the undersigned.

Certified this ___ day of _____, 2023.

_____
Lauren Shapiro
City Clerk
Custodian of Records

Sworn to and subscribed before me
this ___ day of _____, 2023

_____
NOTARY PUBLIC
My Commission expires: _____

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

STAFF REPORT

Department: Council
Submitted By: Chris Lagerbloom
Meeting Date: November 27, 2023

AGENDA ITEM:

Discussion on City of Alpharetta and True North 400
Follow up and discussion from the November 6, 2023 City Council Meeting regarding the City of Alpharetta's involvement with True North 400.

STAFF RECOMMENDATION:

This item is for discussion purposes. No formal action is requested.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Continued discussion from the November 6, 2023 City Council Meeting regarding the City of Alpharetta's involvement with True North 400.

ALTERNATIVES:

ATTACHMENTS: