



CITY COUNCIL MEETING & PUBLIC HEARING FEBRUARY 5, 2024

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **BOARDS & COMMISSIONS**
 - A. **Natural Resources Commission Appointment by Council Member Hipes and Swearing In of Commissioner**
5. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Cambridge High School Agri-Business Presentation by Emma Chandler and Kaitlyn Clark**
 - B. **Proclamation: North Fulton Rotary and School Muralist Project**
6. **WORK SESSION ITEMS**
 - A. **Downtown Events and Concerts**
City Council discussion of event and concert programming in Downtown Alpharetta, including the Town Green and Brook Street Park.
7. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 1/29/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of January 29, 2024.
 - B. **Alcoholic Beverage License Application**
Consideration of approval of the following alcoholic beverage license application:
 1. **PH-24-AB-01 Village Burger Alpharetta, LLC**
1497 Alpharetta Highway #A, Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Beer, Wine & Sunday Sales
Owner: Village Burger Alpharetta LLC
Registered Agent: Matthew Gephardt
 - C. **Settlement Agreement: Travis Moya and Kami Moya**
Settlement Agreement, Release of All Claims, and Indemnity Agreement between Travis Moya and Kami Moya, and the City of Alpharetta.
8. **NEW BUSINESS**
 - A. **PH-24-01 Unified Development Code Text Amendments – Golf Course Tree Removal**
Second Reading
The first reading of this item occurred during the January 29, 2024 City Council Meeting and Public Hearing.
Consideration of text amendments to the Unified Development Code (UDC). Amend Subsection 3.2.3 Exemptions, to exempt golf courses from the tree conservation, landscape, and buffer requirements.

B. Ordinance: Fiscal Year 2024 Mid-Year Budget Amendment

Second Reading

The first reading of this item occurred during the January 29, 2024 City Council Meeting and Public Hearing.

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2024 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

C. Fiscal Year 2024 Task Order Funding Award: City-Wide Stormwater Pipe Lining to IPR Southeast, LLC

Consideration of approval to award funds in an amount not to exceed \$1,109,096.42 to IPR Southeast, LLC for stormwater pipe lining through the City, pursuant to the August 23, 2021 On-Call Storm Pipe Lining Services Contract by and between the IPR Southeast, LLC and the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

D. Invitation to Bid 24-009: Webb Bridge Road Construction– Big Creek Greenway to Maid Marion Close

Consideration of approval to award a contract for ITB 24-009 to OhmShiv Construction, LLC for the construction of Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$13,771,601.25, and approval of the proposal from Georgia Power Company to install the pedestrian lighting system on Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$1,000,000.00 (lease option) and with authorization for the Mayor to execute all necessary documents.

E. Title VI Policy Statement and Agreement

Consideration of approval of the Title VI Policy Statement and Agreement and with authorization for the Mayor to execute all necessary documents.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Amanda Musilli

Meeting Date: February 5, 2024

AGENDA ITEM:

Cambridge High School Agri-Business Presentation by Emma Chandler and Kaitlyn Clark

STAFF RECOMMENDATION:

This item is presented for City Council information purposes only. No vote or formal action is requested at this time.

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: N/A

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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ITEM DESCRIPTION:

For four years, the City of Alpharetta and Cambridge High School have partnered on the senior-level Agri-Business class. The students spend two class periods per week at Old Rucker Farm, and three in the classroom at their school. In addition, the students spend 5-7 hours of work-based-learning each week at Old Rucker Farm, totaling their on-farm time to 8-10 hours. This requires the students to arrive at the farm at 8:00 a.m. every morning, even on days that are cold and rainy. The students are so dedicated that they even come to the farm on virtual school days, holidays, and "senior skip days".

City staff provides the students with a text book and a work book which is attached herein, which guides the students through each week of learning new and seasonally relevant topics. These topics also coincide with the in-class instructional content, and include business planning, marketing, crop rotation, companion planting, season extension practices, and more.

The Cambridge High School Agri-Business students have learned a lot in the first semester, and will be providing an overview of their learning and how this experience has impacted each of them. The two students enrolled in the 2023/24 class have taken on a variety of roles and responsibilities at Old Rucker Farm, and have grown their AGaretta Box business, created new products, and have been gaining new customers each week.

The students' names are Kaitlyn Clark and Emma Chandler.

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Ag-Business Class Workbook 2023-2024

Ag-Business Class

2023-2024

Name: _____

Rows: _____ Task Team: _____

Ag-Business and WBL Schedule

M|W|TH: 8:00 AM-9:00 AM

T|F: 8:00 AM-10 AM



Welcome

Welcome to the 2023-24 Ag-Business Class at Old Rucker Farm. The City of Alpharetta is excited to work with you this year, developing a deeper understanding of local, sustainable, regenerative organic agriculture.

Each week of this school year you will have new and repeating tasks to gain proficiency at the Farm. This booklet includes your weekly assignments, tasks, questions, and journal for reporting and record-keeping.

Meet the Farm Team



Amanda Musilli
Community Services Manager
City of Alpharetta



Emily Dillard
Community Agriculture Coordinator
City of Alpharetta



Kristen Orr
Volunteer & Education Coordinator
City of Alpharetta

Emergency Contact:
In the event of an emergency at the Farm, call 911.

**The address to the Farm is
900 Rucker Road**

For non-emergency issues, please contact:
Amanda Musilli
404-314-1245

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Welcome

- Overview of Parks and Agriculture
- Programs offered to public at Old Rucker Farm
- Requests of the Farm to all visitors
- Walking tour outside and inside
- Season of growing in annual cycle
- Textbook and workbook distribution

What are 3 things you hope to experience at Old Rucker Farm this year?

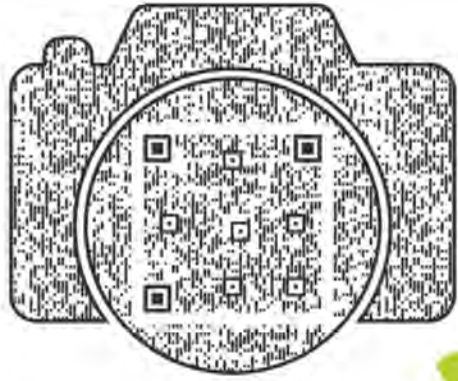
Friday's First Harvest - You will learn the basics of harvest at the Farm, including the process and tools used. All the produce will be washed (if needed), packed and delivered to NFCC Food Pantry.



NFCC
North Fulton
Community Charities

NOTES

WEEK 1 - AUGUST 21-25

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

What is Organic and Regenerative Farming?

SKILLS & PROCEDURES:

- Grow Room - Traying up, watering, cleaning procedures
- Farm Maintenance - Review daily/weekly tasks, cleaning and organizing the house, field, and tool shed, tool care and cleaning
- Tend - overview of the Farm's task app, log-in, functions
- Wash/pack - How to set up for harvest

Use QR code to view this week's readings and/or videos:

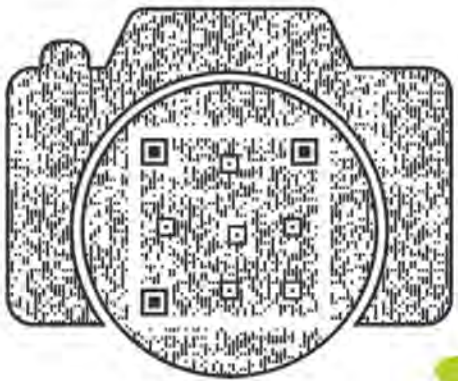


Second Harvest – During this week's harvest, we will focus on the post-harvest wash/pack station. What is washed? We will also review how to weigh, record and box the produce.

September 2 is the Fall Seed and Seedling pick up event for the Community Agriculture Program members. It's also a Farm Workday. We would love your help! The event is from 9-11 AM, set up begins at 8:30 AM.

NOTES

WEEK 2 - AUG 28 - SEPT 1

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Seed Starting 101 - Methods: Direct Sow/ Tray Sow

SKILLS & PROCEDURES:

- Different size trays, support trays, watering trays, etc.
- How to tray-up
- Difference between watering and support trays; when is each used
- Direct sowing in the field
- Check TEND for crops to Direct Sow and Greenhouse Sow

Use QR code to view this week's readings and/or videos:



1. What is the difference between transplanting and direct seeding?

2. What are some reasons to transplant verses direct seed?

3. What types of crops are better suited to transplanting? Direct seeding?

4. What are some environmental conditions most conducive to successful transplanting?

5. Why do crops need to be "hardened off" prior to transplanting?

Third Harvest - You will complete this week's harvest on your own. Remember:
Assess – Make a List – Assign – Do – Wash – Pack Up.
Always ask questions if you don't know.

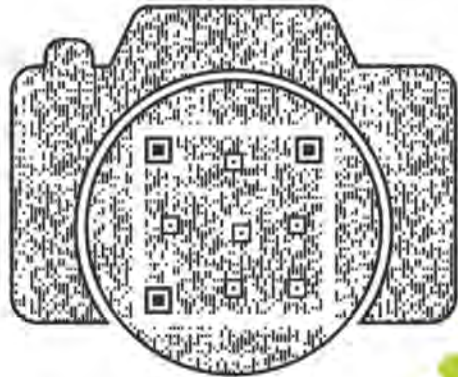
September 9th, from 7AM-2 PM is the MABA Jr. Beekeepers Workshop at Old Rucker Farm. Let us know if you are interested in helping.

9/4: NO SCHOOL
(LABOR DAY)

9/5 AND 9/6:
REMOTE
LEARNING DAY

NOTES

WEEK 3 - SEPT 4 - 8

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Healthy Soil - NoTill - Weeds - Soil Testing

SKILLS & PROCEDURES:

- Weed management tools and techniques used at Old Rucker Farm.
- Process for removing old plants and weeds; where to put them.
- Soil testing, the why/where/how of it all. Not all soil tests are created equally.

Use QR code to view this week's readings and/or videos:



1. Looking at the soil test from the farm on page 12, what was the pH of the farm's soil in 2022? What is the recommended soil pH for vegetable growing?
2. What are some examples of natural fertilizers that will add nitrogen to the soil?

It's all about the soil!

You will be taking multiple soil samples and sending them off to the UGA laboratories to see the variety of soil test types available. The following paragraphs and pages, along with your assigned reading for this week, will give you detailed instructions on how to do this.

Sampling Tools

- Tools should be cleaned prior to taking the sample to avoid contamination.
- Tools used to take a soil sample include a soil-sampling probe or a spade.
- Tools should be either stainless steel or chrome-plated to avoid contamination of the sample.
- Preferably, collect in a clean, dry plastic container as soil may pick up zinc for example, if the container is galvanized.

Healthy Soil - NoTill - Weeds - Soil Testing

Determining the Areas to be Sampled

- Areas that differ in soil texture, color, plant growth, or treatment should be sampled separately, provided the areas can be treated separately. We will send off a total of four (4) samples; one (1) from each student's rows, one (1) from the Grow-A-Row field, and one (1) from the Cut Flower Garden.
- Unless of specific interest, avoid corners of fields, end rows, and areas that are poorly drained or have had fertilizers or amendments dumped on them.
- Submitting at least two samples from different areas will help determine the degree of diversity, whereas one sample will provide only an average of all conditions present.

Collecting the Soil Sample

- The soil sample collected should be a composite from 10 to 20 locations within the area; a sufficient number to "average out" variations. Before collecting each subsample, scrape away surface residue then sample the top six inches or the depth of tillage.
- Deeper profiles may be sampled separately if a concern. For example, nitrogen may be sampled at one (1) foot increments down to three (3) feet or more. Sodium, chloride, boron, and lime may be more predominant deeper down.
- Mix cores or slices thoroughly in a clean plastic container, and send about two (2) cups of the composite sample to the laboratory.
- Submit a separate two (2) cup sample if you want to also conduct nematode testing.
- Do not send more than three (3) cups per sample.

Identifying and Submitting Samples

- A map of the areas sampled should be made in your notes on page 13.
- Identify each sample with numbers and/or letters so the location can be recalled when the soil report comes back from the lab. Example: Sample 4A
- Avoid numbering samples simply as 1,2,3, ... as it may lead to confusion later.
- If samples are very wet, they should be air-dried to a workable condition before packaging.
- Include a completed soil sample information sheet or cover letter with instructions within the same package. Processing will be delayed if sent separately.

Healthy Soil - NoTill - Weeds - Soil Testing



Ag & Environmental Services Labs

Soil, Plant, and Water Laboratory
2400 College Station Road
Athens, Georgia 30602-9105
Website: <http://aesl.ces.uga.edu>

Soil Test Report

Sample ID

(CEC/CEA Signature)

Client Information

amusilli@alpharetta.ga.us
404-314-1245

Old Rucker Farm

900 Rucker Road
Alpharetta, GA 30004
Sample: 3B/4B
Crop: Home Vegetable Garden

Lab Information

Lab #13067
Received: Oct 31, 2022
Completed: Nov 8, 2022
Tests: S2 S6

Contact

Soil, Plant, and Water Laboratory
2400 College Station Road
Athens, GA 30602
ph: 706-542-5350
e-mail: soiltest@uga.edu

Results

Mehlich I Extractant

UGA Lime Buffer Capacity Method*

Very High				
High				
Medium				
Low				
	Phosphorus (P)	Potassium (K)	Calcium (Ca)	Magnesium (Mg)
Soil Test Index	555 lbs/Acre	404 lbs/Acre	16786 lbs/Acre	1002 lbs/Acre

			High
			Sufficient
			Low
Zinc (Zn)	Manganese (Mn)	pH *	Lime Buffer Capacity (LBC)
76 lbs/Acre	188 lbs/Acre	7.4	654
			Soil Test Index

Recommendations

No Limestone recommended.

Can't find a specific grade of fertilizer? Try our Fertilizer Calculator: <http://aesl.ces.uga.edu/soil/fertcalc/>

Recommended pH: 6.0 to 6.5

"The soil is the great connector of lives, the source and destination of all. It is the healer and restorer and resurrector, by which disease passes into health, age into youth, death into life. Without proper care for it we can have no community, because without proper care for it we can have no life."

- Wendell Barry



NOTES

WEEK 4 - SEPT 11 - 15

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	USE THIS PICTURE TO MARK THE AREAS OF EACH SAMPLE LOCATION:
	

Business Models – Options for AGaretta Box

SKILLS & PROCEDURES:

- Potting up – when and how
- Transplanting – when and how
- Square 101 - How to use, log in, logo, page development, etc.
 - Login Email - agarettabox@gmail.com
 - Phone Connected to Account: 404-931-7023
 - Pass Code - 1112

Use QR code to view this week's readings and/or videos:



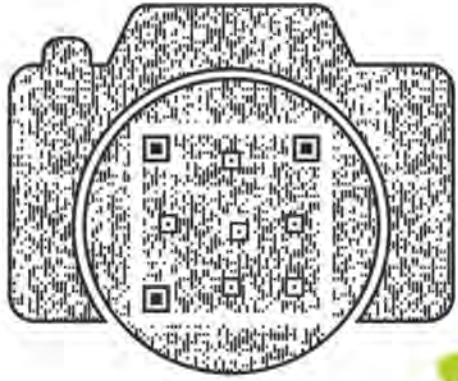
1. What does “biointensive” mean?

2. Why would a small-scale market grower space crops closer together than a conventional farmer?

“Don't you find it odd that people will put more work into choosing their mechanic or house contractor than they will into choosing the person who grows their food?”
– Joel Salatin

NOTES

WEEK 5 - SEPT 18 - 22

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Crop Planning 101

- How do we know what we need and what we will have each week?
- How do we know the costs we have incurred, or will incur?

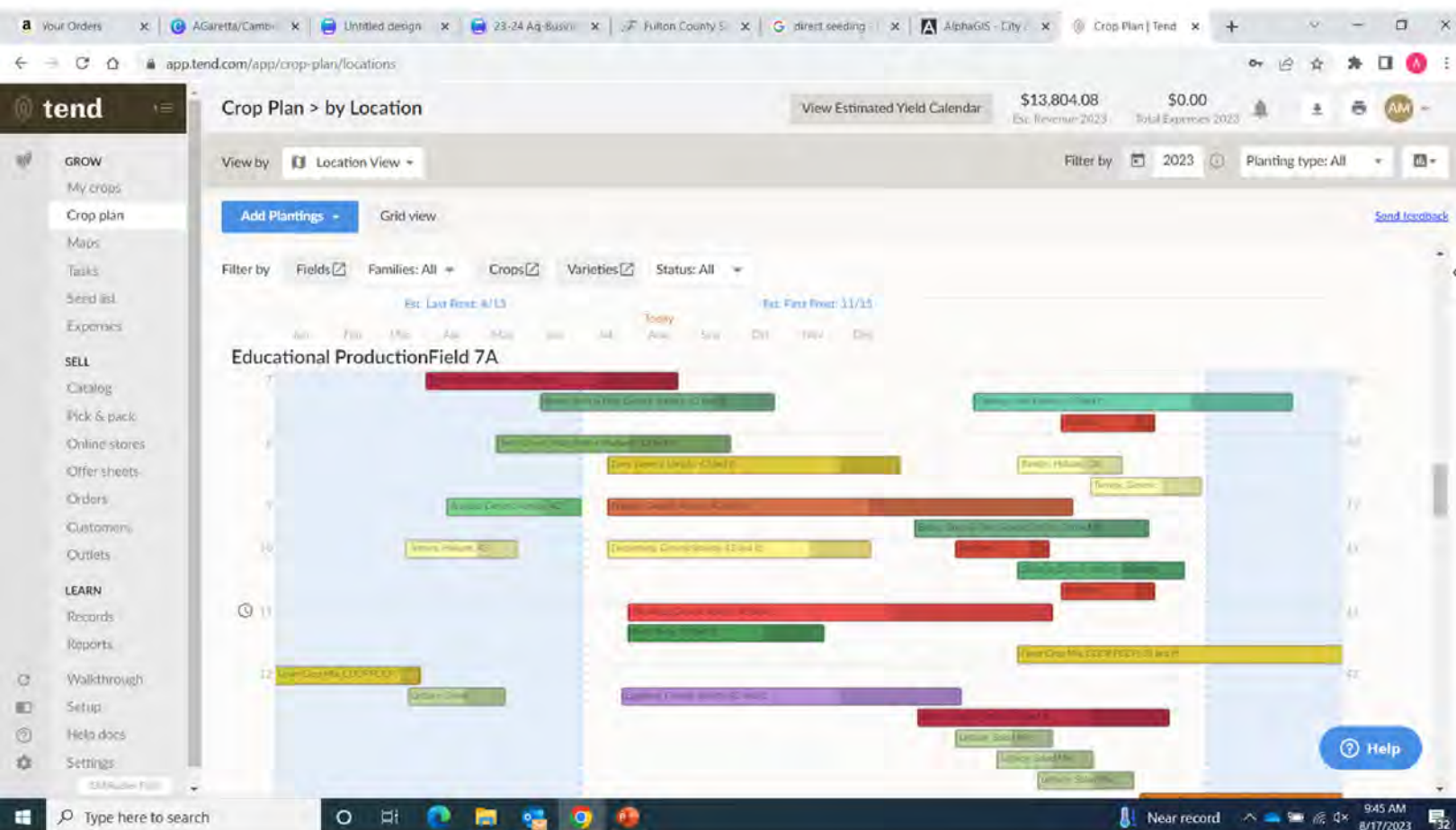
SKILLS & PROCEDURES:

- Potting up continued
- Transplanting continued

Use QR code to view this week's readings and/or videos:



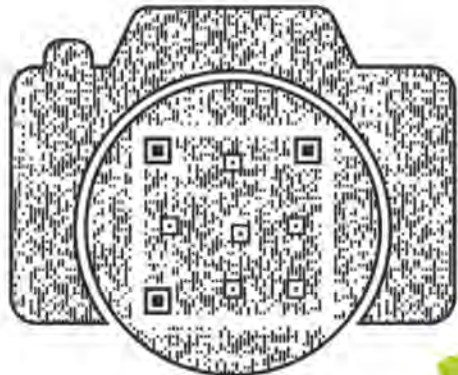
Crop Plan Review – Look at the 2023/24 crop plan in TEND and try to predict what we will be growing this year.



During harvest this week, you will be packing two CSA boxes. Develop a plan for how you will assign the harvest tasks among the team. Make sure to take notes along the way of what's working and where the team has delays or challenges. Don't forget to take photos to share on social to help promote your AGaretta Box CSA shares.

NOTES

WEEK 6 - SEPT 25 - 29

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Old Rucker Farm Brand

The brand of Old Rucker Farm and the Community Agriculture Program is specifically tailored to the demographic of North Fulton residents. The adults in the community are highly educated and they prioritize education for their children. They have higher than average HHI, and the median home price exceeds the national average.

The tone of the Program's content is professional and friendly, balancing educational content, gratitude for the generosity of the community volunteers and members, and general beauty of the Farm.

The Farm's primary channels are Facebook and Instagram because that is where the demographic of the community are at. While the program offers youth classes and camps, it is the adults caring for the youth who will be signing them up.

Use QR code to
view this week's
readings/videos:



SKILLS & PROCEDURES:

- Bed Preparation – Clear, sterilize and prepare a row bed for the next planting.
- Transplanting – Securely transplant seedlings into the row beds to ensure growth.

1. What are two things you notice about the social media presence of Old Rucker Farm that you like?

2. What are two things about the social media presence of Old Rucker Farm that you would change?

Farm Branding – Explore other farms and their brand.

This week, visit a local farmers market and observe the different ways booths are set up. The Alpharetta and Roswell farmers markets are both on Saturday mornings from 8AM-Noon.

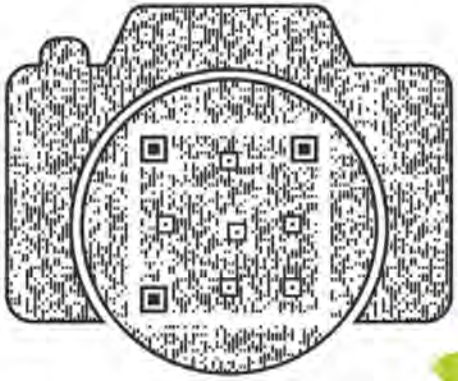
Take some time to virtually explore local farms on the Georgia Organics website and get a feel for the different ways growers brand themselves and their farms online.

1. What three farms did you like best, in terms of their branding?

2. What did you like about their branding?

NOTES

WEEK 7 - OCTOBER 2 - 6

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

readings and/or

Downloaded from <http://www.jstor.org/stable/2346129> by University of California, San Diego on Tue, 20 Jun 2017 12:02:05 UTC

- Abstract**

10/9 10/11

NO SCHOOL

Figure 1. The relationship between the number of children and the number of mothers in the sample.

Sunday, October 15th from 3 – 6:00 PM is the Fall Harvest Picnic at Old Bucker Farm. Bring

your family and a fish to see that is incredibly the full harvest

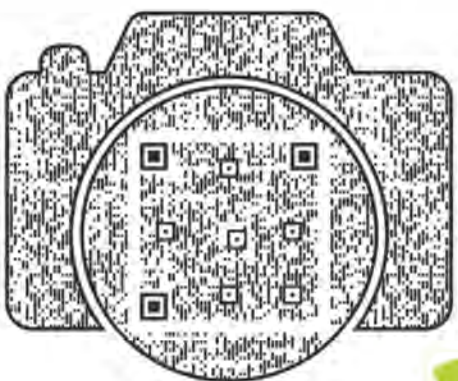
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



Figure 1. The study area. The map shows the location of the study area in the north-east of Iran, near the border with the Soviet Union. The map includes the Caspian Sea, the city of Gilan, and the study area. The map is oriented with North at the top.

NOTES

WEEK 8 - OCTOBER 9-13

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Marketing from a Pro



SKILLS & PROCEDURES:

- Bed Preparation, continued from last week
- Transplanting, continued from last week

On Tuesday, Deanna McKay, the City of Alpharetta's Marketing Coordinator, will speak about branding, marketing and social media presence. She will also talk about some of the most effective tools in the social media toolbox for planning, scheduling, editing, tracking and reporting.

After learning from Deanna, continue to develop the AGaretta Box brand and website. Develop social content templates for your brand. Develop a social media content calendar for the year. What holidays do you need to include? What seasonal dates are important to your business and your customers?

“This magical, marvelous food on our plate, this sustenance we absorb, has a story to tell. It has a journey. It leaves a footprint. It leaves a legacy. To eat with reckless abandon, without conscience, without knowledge; folks, this ain't normal.”
 -- Joel Salatin

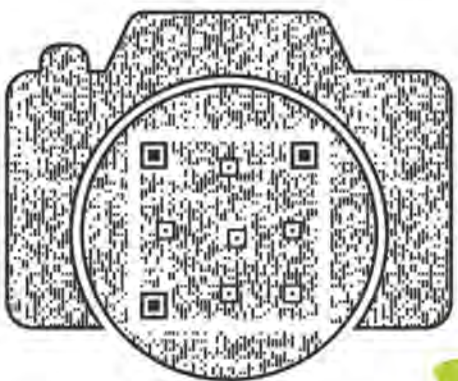
**Growth
Opportunity**

Saturday, October 21 is the last Farm Work Day of 2023, from 9:00 – 11:00 AM. We would love your help organizing the volunteers. It's a great way to demonstrate your skills and share them with the community.



NOTES

WEEK 9 - OCTOBER 16-20

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Brand

Let's talk about the AGaretta Box packaging, cadence of social posts and emails to customers, etc. Your website copy should be ready to go live (or already be live); social plan should also be finalized.

Next week you will begin AGaretta Box sales. How will you promote it this week to your community? What can you do this week to be best prepared for next week?



These are the most important elements for your customers. Think through these as a team and have a plan.

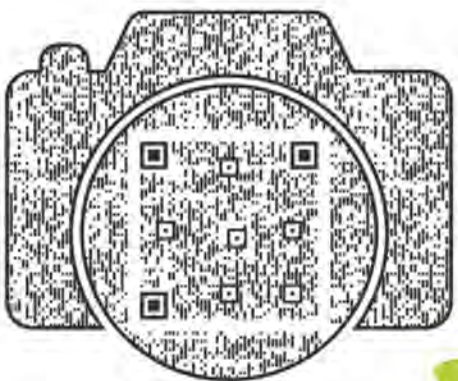
- Quality Product – All items should be in excellent condition, washed (depending on item), and packed neatly with labels if needed.
- Communication – Remind customers of pick-up location and time, send follow up message. If anything goes wrong, communicate quickly, and find a way to right the situation.
- Gratitude – Don't forget to thank your customers – in-person, via text, email, message – any and every way you can.

“Dreams do not come true just because you dream them. It's hard work that makes things happen. It's hard work that creates change.”

- Shonda Rhimes, Producer

NOTES

WEEK 10- OCTOBER 23-27

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Business Launch Week!

AGaretta Box Sales Begin this Week

It's time to put the last 10 weeks of learning to practice. Have a plan. Ask questions. Have fun!

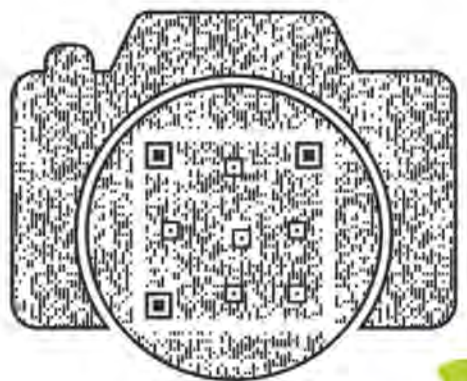
Take note of what you did for AGaretta Box on:

- Social Media
- Website
- Email
- Communication to Customers
- Pre-harvest Organization



NOTES

WEEK 11 - OCT 30-NOV 3

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Sales Week 2

1. What lessons were learned last week with the launch of AGaretta Box?

2. What changes need to be made?

3. Will there be a Thanksgiving Week edition of AGaretta Box? If so, how will it be promoted and priced? Is the team available to make it happen?

On Tuesday we will learn all about blending teas and will teach you how to do it for your AGaretta Box customers.

After learning you will mix and package tea blends using the loose organic teas and the herbs grown and dried at the Farm over the summer.

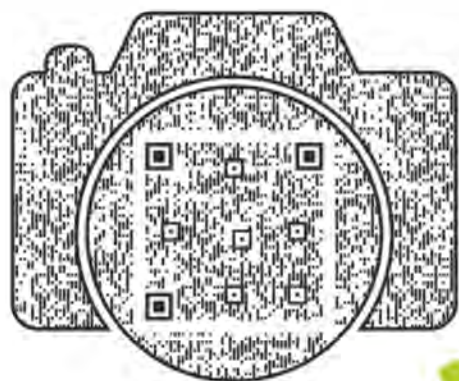
As you think about marketing and selling the tea, look at the crop plan and determine when you may have a dip in harvest-ready items. Because the tea is a stable added value item, you want to be strategic about the timing of your sale and marketing of it.



Over the next two weeks, make sure your rows' soil is covered with some type of top dressing. Choose between shredded leaves, coop poop (not for root rows), straw or shredded paper.

NOTES

WEEK 12 - NOVEMBER 6-10

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Sales Week 3

1. Will there be an AGaretta Box Thanksgiving edition? YES NO
2. How will you communicate this to your customers/community?



Use QR code to view this week's readings and/or videos:

3. What lessons were learned in the last two weeks with AGaretta Box?

4. Do you have marketing posts scheduled for over break?

SKILLS & PROCEDURES:

- How to install and secure frost cloth

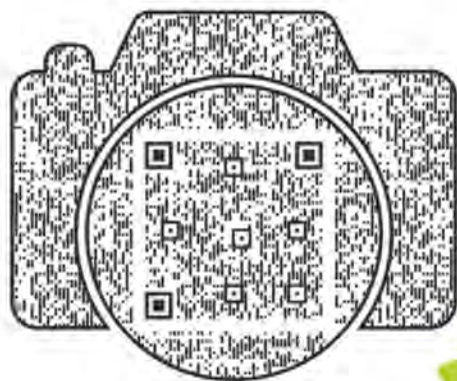
DON'T FORGET

Make sure your rows' soil is covered with some type of top dressing. Choose between shredded leaves, coop poop (not for root rows), straw or shredded paper.

Over break, we are going to challenge you to find out where the food on your holiday table is from. Can you trace it back to the farm?

NOTES

WEEK 13 - NOVEMBER 13-17

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

HOLIDAY TABLE NOTES

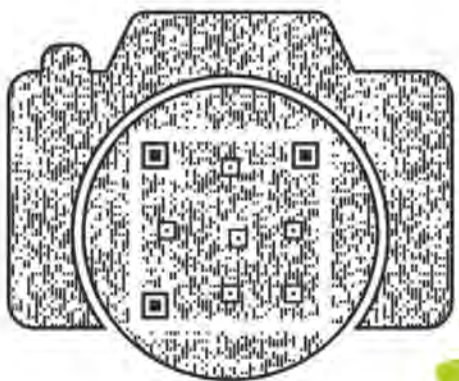
WEEK 14 - NOVEMBER 20-24

MAIN DISH:	DIG A LITTLE DEEPER INTO ONE OF YOUR FAVORITE DISHES. NAME OF DISH:
FAVORITE SIDE DISH:	CAN YOU TRACE ITS ORIGIN?
SECOND FAVORITE SIDE DISH:	WHAT IS THE MAIN INGREDIENT? WAS ITS MAIN INGREDIENT GROWN IN GEORGIA?
FAVORITE DESSERT:	WAS IT GROWN IN THE SOUTHEAST? WAS IT GROWN IN THE USA? HOW MANY MILES FROM YOUR HOUSE WAS THE MAIN INGREDIENT GROWN OR RAISED?

Have a great
break!

NOTES

WEEK 14 - NOVEMBER 20-24

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

AGaretta Box Sales Week 4

1. According to the Crop Plan, what items should we have in the CSA boxes this week?

Use QR code to view this week's readings and/or videos:



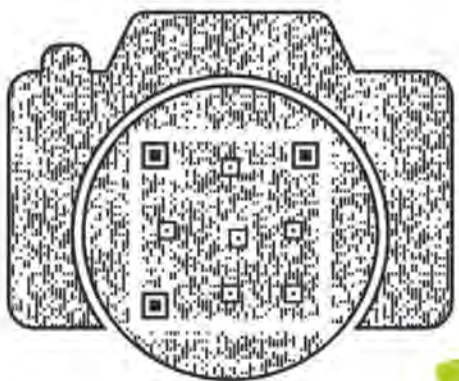
2. Does that match what is in the field and is harvest-ready? Make note of what doesn't match.

"Teaching kids how to feed themselves and how to live in a community responsibly is the center of an education."

– Alice Waters

NOTES

WEEK 15 - NOV 27 - DEC 1

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Crop Planning 102

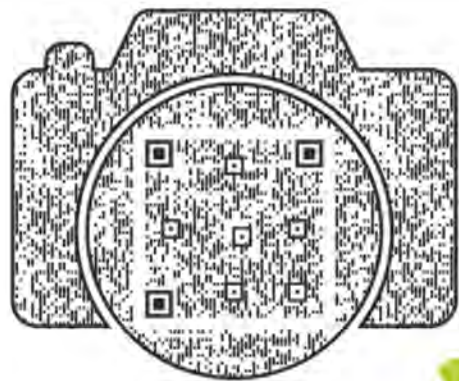
It's time to start thinking about spring crops! In the material this week, you will explore different ways farmers make crop plans. Scan the QR code to view this week's reading materials.

Break into two teams and share what you learned after harvest on Friday morning.



NOTES

WEEK 16 - DECEMBER 4 - 8

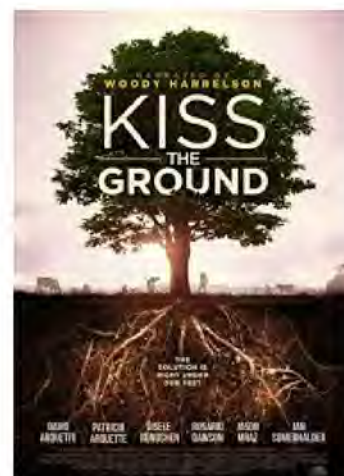
ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

How do Farmers Enjoy a Holiday?

It's time to make a plan for over the winter break. You will be gone for two weeks. Some of the team will be available, some will be out of town. Every business, and especially farm businesses, need to have a good plan in place when one of the business partners goes on vacation.

Who will check on the rows?	What will you do if there freezing temps and frost cloth is needed?	How will you communicate with your customers?
Do you have social posts scheduled?	Who will be checking and replying to comments?	What else do you need to remember?

Choose one of the following films to watch over the break:



NOTES

WEEK 17 - DECEMBER 11 - 15

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	Upload your photos using the QR Code

NOTES

WEEK 18 - DECEMBER 18-22

Happy
Holidays!

NOTES

WEEK 19 - DECEMBER 25-29

Happy
Holidays!

Welcome Back!

The daily and weekly tasks have flipped, so you will be doing different work than last semester. Use the checklist in the back of this book, and switch to the *Second Semester* page for the remainder of the school year.

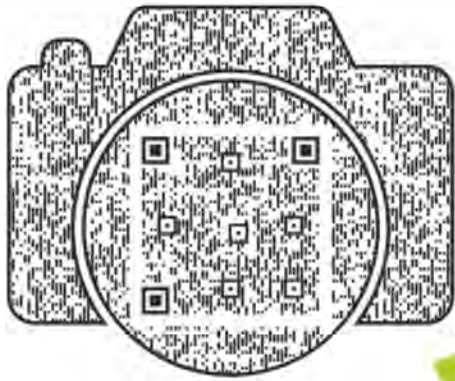
This week teach each other the tasks, processes, and tips you learned last semester.

If you have questions, just ask!



NOTES

WEEK 20 - JANUARY 1-5

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Crop Planning & Seed Starting 102

SKILLS & PROCEDURES:

- Greenhouse set up and heat mat testing.

This is an exciting time at the Farm. We will start accelerating the work in the grow room and greenhouse in the coming days and weeks.

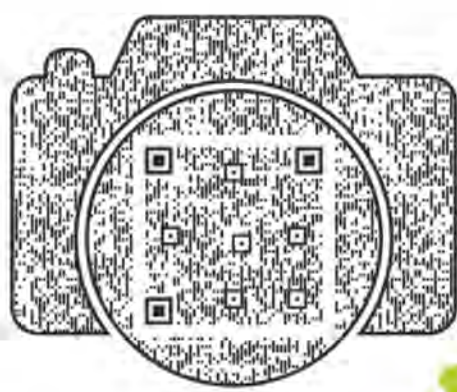
Use QR code to view this week's readings and/or videos:



"If you have to put on a haz-mat suit to visit a farm, you may not want to eat what comes from it." – Joel Salatin

NOTES

WEEK 21 - JANUARY 8-12

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Added Value Items + Seed Starting 103



SKILLS & PROCEDURES:

- Bed Preparation – First Semester Review; Clear, sterilize and prepare a row bed for the next planting
- Research creative ways farmers have added value to their farm business.



1. Name a few value-added product ideas that you found interesting in the reading.

2. Why do small-scale growers typically find it beneficial to transplant seedlings vs. direct sow?

3. What are some benefits of direct sowing seeds?

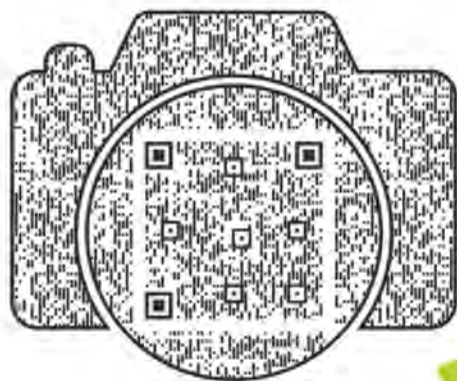
This year's jarred added value items were processed by the culinary program at Alpharetta High School. The labels were applied to the jars by the CBI students at Milton High School. How can you tell this story to your customers? What is the best format and platform to use?

This week you will be managing harvest without the Farm Team's assistance. Remember the important elements for your customer:

- Quality Product – All items should be in excellent condition, washed (depending on item), and packed neatly with labels if needed.
- Communication – Remind customers of pick-up location and time, send follow up message. If anything goes wrong, communicate quickly, and find a way to right the situation.
- Gratitude – Don't forget to thank your customers – in-person, via text, email, message – any and every way you can.

NOTES

WEEK 22 - JANUARY 15-19

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Soil Test Results and Action

SKILLS & PROCEDURES:

- Reading and deciphering a soil test analysis.

Use QR code to view this week's readings and/or videos:



1. What is the pH of your row, and is it in the ideal range?

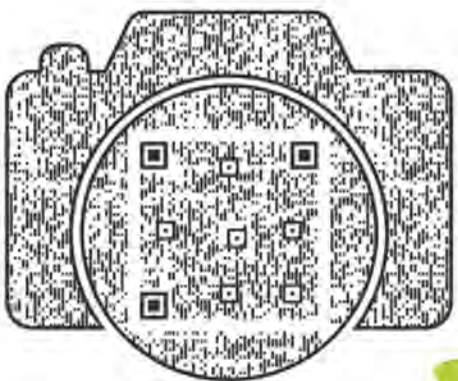
2. Are there micronutrient deficiencies in your row?

3. What recommendations did you learn in The Market Gardener reading that you would like to implement in your row?

In the coming weeks you will be presenting to the Alpharetta Mayor and City Council, sharing your learning and experience at Old Rucker Farm, the Ag-Business class and with the AGaretta Box. Discuss as a team what and how you want to share. Will you bring anything with you?

NOTES

WEEK 23 - JANUARY 22-26

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Companion Planting and Pest Management

In the reading for this week you will be researching companion planting and how it benefits farm production.

Use QR code to view this week's readings and/or videos:



1. What are two companion plants for the spring crop plan items?

2. What are two companion plants for the summer crop plan items?

3. What are plant pests? Name two examples of pests.

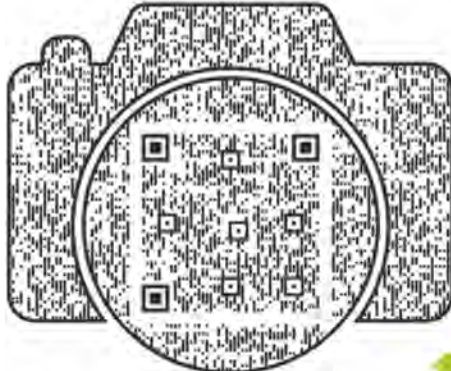
4. Name a predatory, or beneficial insect that can be used in controlling aphids as well as spider mites?

5. Explain Integrated Pest Management.

6. Name the organic methods to IPM (Integrated Pest Management).

NOTES

WEEK 24 - JAN 29-FEB 2

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Organic, Biodynamic and Regenerative - What are they?

"The best farming systems are ones where animals and plants are put into a synergistic relationship." - Michael Pollan

Use QR code to view this week's readings and/or videos:



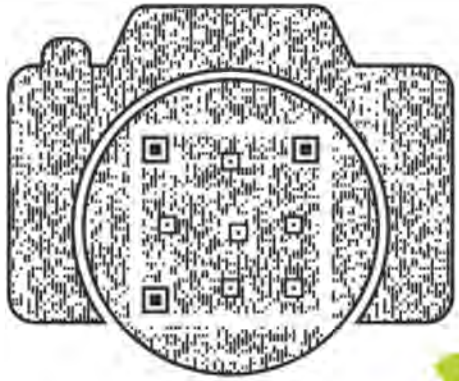
1. What is biodynamic?

2. Name two biodynamic principles, and what you find most interesting or appealing about them.

3. What biodynamic principles do you notice at Old Rucker Farm?

NOTES

WEEK 25 - FEBRUARY 5-9

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Cover Crops

Explore what types of cover crops are available, what benefits they provide, and how they are used.



Use QR code to view this week's readings and/or videos:



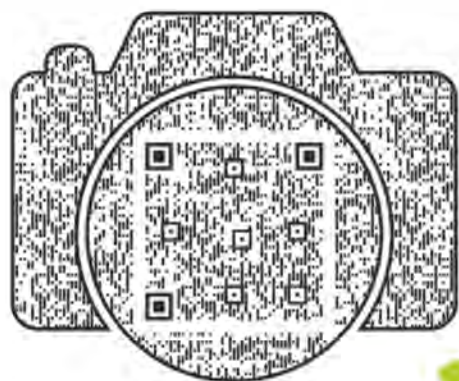
1. What is nitrogen fixation and why is it valuable to crops?

2. What is green manure?

3. What is intercropping with cover crops?

NOTES

WEEK 26 - FEBRUARY 12-16

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Compost - Benefiting the Garden and the Planet.



1. What are two ways to compost at home?

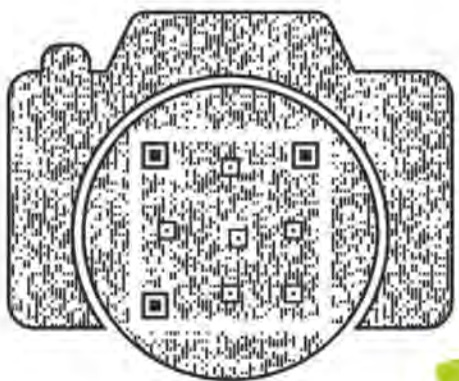
2. Can meat or fish bones be composted? Why or why not?

3. Name three benefits of composting.

**2/19 AND 2/20
NO SCHOOL**

NOTES

WEEK 27 - FEBRUARY 19-23

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Business Planning and Forecasting

1. Why is it important to forecast for your farm business?

"Information is like compost:
it does no good
unless you spread it around."
- Eliot Coleman

2. What tools do you have to forecast your sales through the end of the school year?

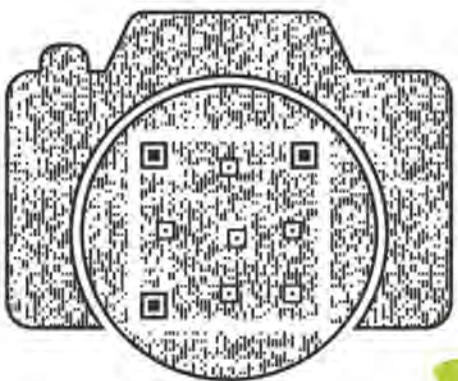
3. Look at the crop plan and determine the gross sales potential for AGaretta Box.



It's cold, but the Farm is still alive and needs your time and attention!

NOTES

WEEK 28 - FEB 26-MARCH 1

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Weed Management



You know
what to do

1. What is your favorite weeding tool to use?

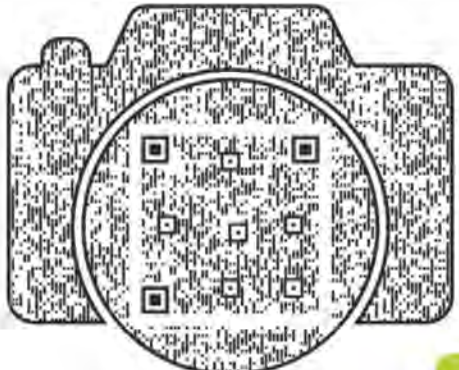
2. How does tilling contribute to the development of more weeds in the growing rows?



**THE
FARM
FIVE
YEARS
AGO!**

NOTES

WEEK 29 - MARCH 4-8

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Tools of the Trade 101

1. Why is it important to not walk in the growing beds?



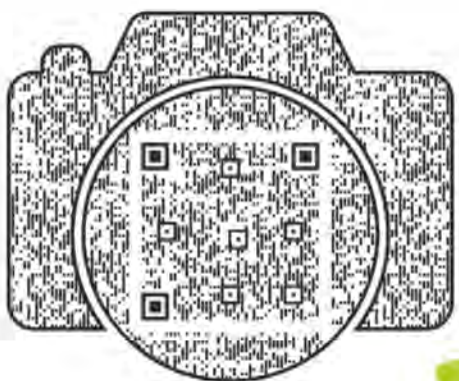
2. What is a broad fork and what is it used for?

Saturday, March 16, from 11 AM – 1 PM is the Community Agriculture Program spring plant & seed pick up event. Please plan to attend and promote AGaretta Box.



NOTES

WEEK 30 - MARCH 11-15

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Tools of the Trade 102

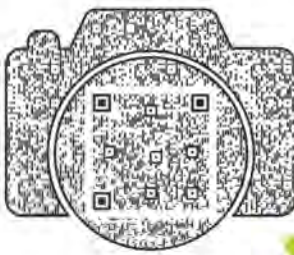
This week James Graeme will teach us how to use the BCS, review the various attachments and their purpose. We will build a row bed and prepare it for planting using the tools of the trade.

Take lots of notes, this week will be hands-on and full of new information.

"Every tool on your farm should have a place. It should be in its place or in the hands of a worker. There is no third option. Use the tool, then put it back home."
- Ben Hartman

NOTES

WEEK 31 - MARCH 18-22

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Designing Your Farm

How would you design a farm?

Over the next two weeks, think about the location of buildings and proximity to the growing fields.

Where would water ideally be located? Where is harvest stored? And how about vehicles – is there space for a vehicle to drive in to collect the harvest?

Make notes about the various elements you'd want to have at your farm.

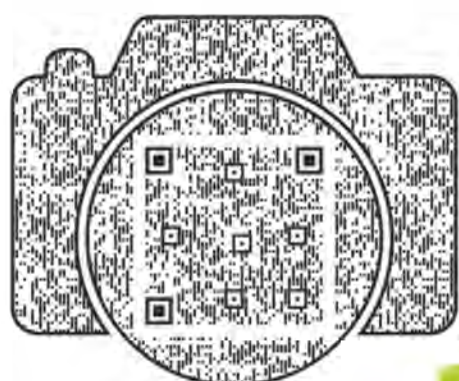


Location of Buildings	Water	Harvest and Storage Location
Traffic Patterns	Sun Path	Waste

*** Make sure the team has a plan for over spring break. Who will be available for emergencies at the Farm? Who is managing social media?

NOTES

WEEK 32 - MARCH 25-29

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

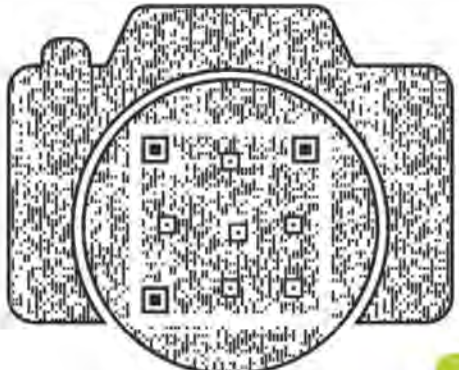
Designing Your Farm

Over break, think about your farm design, and be ready to draw it when we return.

*Have a
Great
Break!*

NOTES

WEEK 33 - APRIL 1-5

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Farm Design Ideas

CREATE

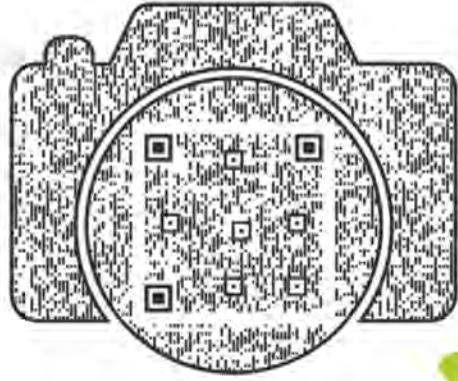
Now it's time to draw your dream farm. Add all the details you have been thinking about: pond, river, hills, house, barn, meadow, etc. Don't forget to label all the areas of your farm design.

Saturday, April 13 from 9 AM – 12 PM is the Community Agriculture Program hot crop plant pick up and Farm Work Day. We would love your help!



NOTES

WEEK 34 - APRIL 8-12

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Independent Study Part 1

This week you will choose two videos from the list. After you watch them you will teach the team something new. Consider sharing some of the videos you liked on your AGaretta Box channels.

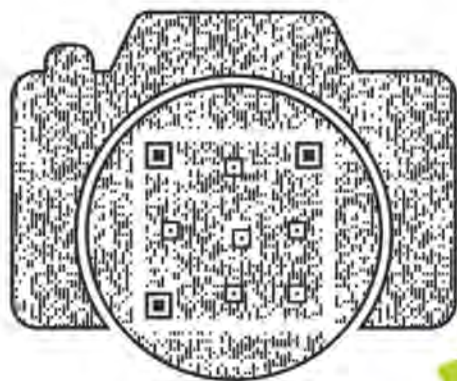


1. Video #1 - What did you watch?
2. What did you learn that you want to share with the team?

1. Video #2- What did you watch?
2. What did you learn that you want to share with the team?

NOTES

WEEK 35 - APRIL 15-19

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Independent Study Part 2

This week you will choose two different videos from the list. After you watch them you will teach the team something new. Consider sharing some of the videos you liked on your AGaretta Box channels.

1. Video #3 - What did you watch?
2. What did you learn that you want to share with the team?

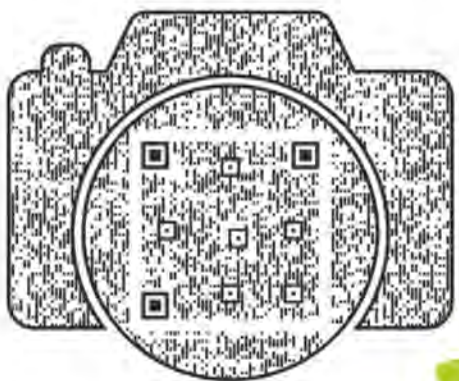


1. Video #4- What did you watch?
2. What did you learn that you want to share with the team?

Saturday, April 20 is the Community Agriculture Program spring plant sale, in partnership with GNPS from 10:00 AM – 2:00 PM. What can you teach during one of the drop-in educational sessions? Choose from all the skills you've developed this year, and plan to host a 10-minute mini workshop.

NOTES

WEEK 36 - APRIL 22-26

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

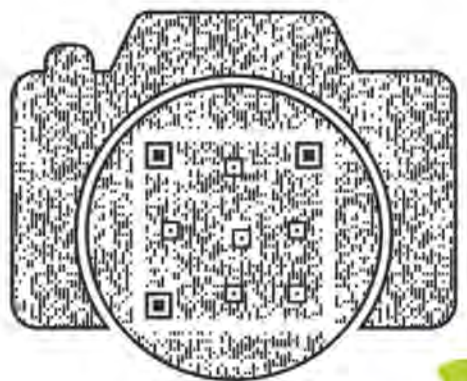
School Year Wrap Up

The end of the school year is near.

How will you communicate this to your AGaretta Box customers?

NOTES

WEEK 37 - APRIL 29-MAY 3

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

School Year Wrap Up

What are three things you learned this year working on the AGaretta Box project at Old Rucker Farm?

What do you recommend we change to the program for next year?

**"When tillage begins, other arts follow. The farmers, therefore, are the founders of human civilization."
— Daniel Webster**

NOTES

WEEK 38 - MAY6-10

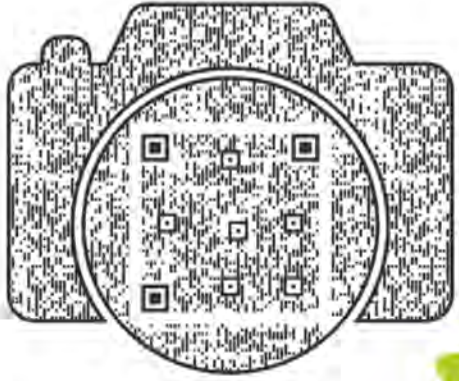
ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	Upload your photos using the QR Code

School Year Wrap Up

Handwriting practice area with multiple sets of three horizontal lines (solid top and bottom lines, dashed middle line) for writing practice.

NOTES

WEEK 39 - MAY 13-17

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

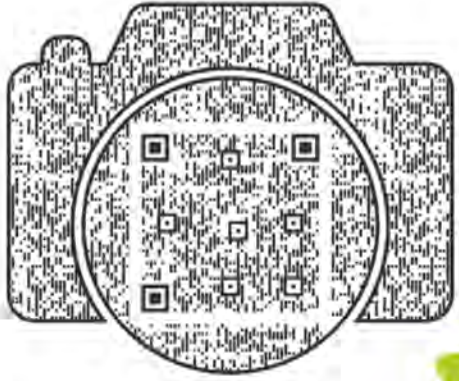
Last Week of School



**Have a great summer and
congratulations on your
high school graduation!**

NOTES

WEEK 40 - MAY 20-24

ACTION TAKEN 	OBSERVATIONS MADE 
ACTION NEEDED 	PHOTOS 
	 Upload your photos using the QR Code 

Lined area for notes.

Lined area for notes.

Lined area for notes.

Lined area for notes.

First Semester

Team 1AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your rows, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Feed and water chickens and rabbits, remove eggs from nesting boxes, refresh shredded paper, check for injuries, illness, and attempted entry into coop by predator.

M	T	W	Th	F
---	---	---	----	---

Spray water on pre-compost to keep it moist.

M	T	W	Th	F
---	---	---	----	---

Straighten up any hoses, tools, clutter in classroom, greenhouse, and work table by greenhouse.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Farm Walk – Look for damage in fence, mark ant hills, check berry patch, pollinator garden, write down all observations.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Check tool shed for clutter and organize.

M	T	W	Th	F
---	---	---	----	---

Hose out entry of chicken coop – spray off all feed bins, scrub out water tanks, discard any debris.

M	T	W	Th	F
---	---	---	----	---

Wipe out shelves of refrigerator in tool shed and house.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum upstairs of house.

First Semester

Team 7AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your row + Row 11A/B, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Empty dehumidifiers in house into the grass outside.

M	T	W	Th	F
---	---	---	----	---

Water plants in house, greenhouse, and on hardening off shelves, when present.

M	T	W	Th	F
---	---	---	----	---

Bee Hive – Check for signs of damage or distress.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Rake out the pre-compost, empty wheelbarrows into compost.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Turn compost piles in 3-bin system.

M	T	W	Th	F
---	---	---	----	---

Check trash in classroom, empty if needed.

M	T	W	Th	F
---	---	---	----	---

Walk Community Garden – Look for overgrown beds and make note of plot #. Write down observations, share with Amanda/Emily.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum downstairs of house.

Second Semester

Team 1AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your row + Row 11A/B, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Empty dehumidifiers in house into the grass outside.

M	T	W	Th	F
---	---	---	----	---

Water plants in house, greenhouse, and on hardening off shelves, when present.

M	T	W	Th	F
---	---	---	----	---

Bee Hive – Check for signs of damage or distress.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

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---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Turn compost piles in 3-bin system.

M	T	W	Th	F
---	---	---	----	---

Check trash in classroom, empty if needed.

M	T	W	Th	F
---	---	---	----	---

Walk Community Garden – Look for overgrown beds and make note of plot #. Write down observations, share with Amanda/Emily.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum downstairs of house.

Second Semester

Team 7AB

Daily Tasks:

M	T	W	Th	F
---	---	---	----	---

Field Walk – Walk your rows, make note of weeds, insect damage, disease. Write down all observations.

M	T	W	Th	F
---	---	---	----	---

Feed and water chickens and rabbits, remove eggs from nesting boxes, refresh shredded paper, check for injuries, illness, and attempted entry into coop by predator.

M	T	W	Th	F
---	---	---	----	---

Spray water on pre-compost to keep it moist.

M	T	W	Th	F
---	---	---	----	---

Straighten up any hoses, tools, clutter in classroom, greenhouse, and work table by greenhouse.

M	T	W	Th	F
---	---	---	----	---

Complete list of tasks from walking farm.

M	T	W	Th	F
---	---	---	----	---

Check TEND - anything to complete?

Weekly Tasks:

M	T	W	Th	F
---	---	---	----	---

Farm Walk – Look for damage in fence, mark ant hills, check berry patch, pollinator garden, write down all observations.

M	T	W	Th	F
---	---	---	----	---

Check your row - is it harvest-ready?

M	T	W	Th	F
---	---	---	----	---

Check tool shed for clutter and organize.

M	T	W	Th	F
---	---	---	----	---

Hose out entry of chicken coop – spray off all feed bins, scrub out water tanks, discard any debris.

M	T	W	Th	F
---	---	---	----	---

Wipe out shelves of refrigerator in tool shed and house.

M	T	W	Th	F
---	---	---	----	---

Sweep/Vacuum upstairs of house.



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
"Rotary of North Fulton and the Alpharetta Greenway Mural Trail"**

- WHEREAS:** Rotary of North Fulton partnered with Fulton County Public Works, the City of Alpharetta, and Arts Alpharetta to create the "Alpharetta Greenway Mural Trail"; and
- WHEREAS:** The "Alpharetta Greenway Mural Trail" is composed of nine raised and hand painted manhole covers, as part of the "Turrets to Treasures" beautification project. The Alpharetta Greenway Mural Trail is a nine-mile trek of woodland trails beginning at Haynes Bridge Park; and
- WHEREAS:** Rotary of North Fulton advertised this mural project to local high school students and hosted a how-to-paint manholes workshop for those who were interested. Eight of the nine manhole covers were painted by local high school students, and the ninth was painted by the Rotary's professional mural advisor, Annalysa Kimball, who also supervised and guided the student's work on the Greenway; and
- WHEREAS:** The student mural artists were Abby Allen, Jordan Bride, Komal Chugh, Eden Kiewiet, Fiona MacKay, Isabel Neely, Pia Saraswat, Olivia Taylor, and Tessa Warren; and
- WHEREAS:** The murals express the theme "Clean Water for All" and celebrate wildlife and plant life on the Greenway; and
- WHEREAS:** Rotary of North Fulton plans to make this a yearly project and will continue to administer a program to paint maintenance holes along the Alpharetta Greenway.
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta do hereby recognize the time and talent of Thomas Nolf, Richard Matherly, Lisa Gelber, Amie Blanton, Chris Miller, Annalysa Kimball and all the artists. We offer our sincerest gratitude to Rotary of North Fulton for sponsoring the beautification of the Alpharetta Big Creek Greenway.
- SO PROCLAIMED:** This 5th day of February 2024, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Lauren Shapiro
Meeting Date: February 5, 2024

AGENDA ITEM:

Downtown Events and Concerts

City Council discussion of event and concert programming in Downtown Alpharetta, including the Town Green and Brook Street Park.

STAFF RECOMMENDATION:

This item is for Work Session presentation and discussion purposes only. 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:

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

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

This Work Session item is being brought forward as a continuation of discussion that occurred during the 2024 City Council Planning Retreat. Attached is a list of events and concerts that occurred on the Town Green and at Brook Street Park.

ALTERNATIVES:

ATTACHMENTS:

1. Brooke Street Park and Town Green Usage 2023-2024

Downtown Event Programming

2023

Health & Wellness

Town Green for Health and Wellness

- Used for Town Green Fee Fitness - partnering with local fitness businesses to showcase what they offer and in return, offerings of free fitness classes to the community. This is a through-and-through FREE program. Meaning, we do not pay them to use the space and it is free to attend.
- Every Summer
- Every Thursday from 6-7pm HOWEVER this year it will be every Tuesday 6-7 from April - June (make-ups in July)

Brook Street Park

- Health and Wellness Free fitness Two Activities
 - Yoga - every Saturday 9am-10am (total of 37 times a year), no winter season due to lack of instructor and weather
 - Barre - every Wednesday 10am-11am (Total of 27 Times a year) winter season is held at Preston Ridge Community Center
- Walk N' Roll Event in partnership with Avalon - walk from Brook Street Park on the Alpha Loop to Avalon main square for live music and fun. City shuttles returned participants to Brook Street Park after the event.
- Jazzercise Breast Cancer Pink Out Day
- FIT 4MOM Holiday Burn

Special Events

Town Green

- Farmer's market musicians
- 2 Film Permits
- 50 Cornhole League meetings 6:30-9pm West Corner
- 11 City Concert Series performances (1 for Wacky World)
- Alpharetta Wine Festival
- Fit Life EXPO
- 4 City Center Events
 - Mother's Day
 - Movie Night
 - Big Screen Movie- Chiringa
 - Snow Day
- City-run events
 - Taste of Alpharetta
 - Wire & Wood
 - Tree Lighting
 - Menorah Lighting
 - Flicks & Flurries
- Free Speech activity approved by City Administration

Brooke Street Park

- 2 Film Permits
- 6 Home By Dark Concerts- Partnered
- 5 Art in the Park- Partnered
- 6 Partnered events
 - MLK March
 - Easter Egg Hunt
 - Alpharetta Symphony
 - Mayor's Corporate Challenge
 - Pop Fest (discontinued after 2023)
 - First City Fair Baptist Church
- 1 Act 1 rehearsal and Play
- Emergency placement: March for Babies
- Wire & Wood
- Mother's Finest Concert (exception in 2023)

2024

Currently approved and on the Master Calendar

Town Green

- Farmer's Market musicians
- Cornhole
- Pending: City Center Snow Day
- City-run events
 - Taste of Alpharetta
 - Wire & Wood
 - Tree Lighting
 - Menorah Lighting
 - Flicks & Flurries
- Anticipating the return of:
 - City Center Events
 - Fit Life Expo
 - Concert Series
 - Free speech activity

Brooke Street Park

- Art in the Park
- Act 1
- 6 Home By Dark Concerts- Partnered
- Anticipating the return of:
 - 5 Art in the Park- Partnered
 - 6 Partnered events
 - MLK March
 - Easter Egg Hunt
 - Alpharetta Symphony
 - Mayor's Corporate Challenge
 - Pop Fest (discontinued after 2023)
 - First City Fair Baptist Church



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 5, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 1/29/2024)

Consideration of approval of the City Council meeting minutes from the meeting of January 29, 2024.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from January 29, 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:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting on January 29, 2024.

ALTERNATIVES:

Do not approve as part of the Consent Agenda.

ATTACHMENTS:

1. CC Meeting Minutes 1.29.2024



City Council Meeting & Public Hearing

JANUARY 29, 2024

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

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

• Council Members Absent

- Douglas J. DeRito
- Fergal M. Brady

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- James Drinkard, Assistant City Administrator
- Kiersten VanHorn, Assistant City Clerk
- Kathi Cook, Director of Community and Economic Development
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- John Robison, Director of Public Safety
- Michael Woodman, Development and Planning Services Manager

3. PLEDGE TO THE FLAG
4. PRESENTATIONS & PROCLAMATIONS
 - A. Service Award: Carl Hall, Public Safety
5. BOARDS & COMMISSIONS
 - A. Development Authority Nomination by Mayor Gilvin and City Council Vote
 - ❖ Mayor Gilvin nominated Daniel Mitnick.
 - Council Member Hipes offered a motion to appoint Daniel Mitnick to Development Authority.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).
 - ❖ Mayor Gilvin swore in Daniel Mitnick to serve on the Development Authority.
6. NOMINATION AND ELECTION FOR MAYOR PRO TEM
 - A. Nomination and Election for Mayor Pro Tem
 - ❖ Mayor Gilvin nominated Dan Merkel for Mayor Pro Tem.
 - Council Member Hipes offered a motion to appoint Dan Merkel as Mayor Pro Tem.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (5-0).
7. CONSENT AGENDA
 - A. City Council Meeting Minutes (Meeting of 1/8/2024)

Consideration of approval of the City Council Minutes from January 8, 2024.
 - B. City Council Planning Retreat Minutes (Meeting of 1/21/2024)

Consideration of approval of the City Council Planning Retreat Minutes from January 21, 2024.
 - C. City Council Planning Retreat Minutes (Meeting of 1/22/2024)

Consideration of approval of the City Council Planning Retreat Minutes from January 22, 2024.
 - D. Financial Management Report (Month Ending November 30, 2023)

Consideration of approval of the Financial Management Report for the month ending November 30, 2023.
 - E. Intergovernmental Agreement: The Georgia Department of Transportation and City of Alpharetta for Traffic Signal Operations Program (SigOps)

Consideration of approval of a revised Intergovernmental Agreement between The Georgia Department of Transportation and the City of Alpharetta for Traffic Signal Operations Program (SigOps) for the Georgia Department of Transportation and their consultants to work collaboratively with the City of Alpharetta to maintain operations of various traffic signals throughout the City, and authorize Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).

8. PUBLIC HEARING

A. CU-24-01 Terra Nova Skin Clinic/5755 North Point Parkway

Consideration of a conditional use to allow a 'Spa Services' business to operate in a 1,115 square foot suite within an office condominium development. A conditional use is requested to allow 'Spa Services' for Terra Nova Skin Clinic. The property is located at 5755 North Point Parkway, Suite 62 and is legally described as being located in Land Lots 797, 798, 807 & 808, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Terra Nova Skin Clinic, is requesting a conditional use to operate a 'Spa Services' business in a 1,115 square foot suite in the North Point Park office park. The business provides skin care services and treatments to clients with a variety of skin care challenges. The subject property is located at 5755 North Point Parkway, Suite 62 near the northwest corner of North Point Parkway and Rock Mill Road.
- The item was considered by the Planning Commission at the January 4, 2024 meeting. There were no public comments in opposition of the item.
- Staff is recommending that Mayor and Council approve CU-24-01 Terra Nova Skin Clinic / 5755 North Point Parkway, subject to the following conditions:
 1. 'Spa Services' shall be added as a conditional use at 5755 North Point Parkway, Suite 62 and limited to no more than 1,115 square feet.
 2. Conditional use approval shall be limited to Terra Nova Skin Clinic; no additional 'Spa Services' use or subleasing shall be permitted within the approved space.
 3. 'Spa Services' shall be limited to skin care services and treatments, including mastectomy reconstruction and 30 tattooing, scar and stretch mark camouflage, and skin treatments.
 4. Hours of operation shall be Monday - Saturday 10:00 AM - 6:00 PM.
 5. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.

- The subject property is zoned O-1 (Office-Institutional), which allows 'Spa Services' as a conditional use. Suite 62 was previously occupied by Mango Bliss (d/b/a Tropical Bliss Spa & Beauty Bar), which received conditional use approval for 'Spa Services' in 2003. Surrounding properties are zoned O-1, except that a property to the south is zoned CUP (Community Unit Plan) and a property to the east is zoned R-8A/D. Fulton County Schools North Maintenance Shop is located to the north and west, Verizon Wireless Corporate Office is located to the northeast, Adora Day Care and Pinecone Subdivision are under construction and located to the east; and an office building and Chuck E. Cheese are located to the south.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on December 13, 2023. There were no public comments.
- Staff reviewed the applicant's proposal in consideration of the review criteria for a conditional use. The proposed business would be compatible with surrounding businesses, which consist of a mix of medical and professional office uses, as well as personal services businesses. In addition, a conditional use permit was previously approved for 'Spa Services' at the subject property; however, that business is no longer in operation.
- The applicant, Esther Real, came forward to discuss the item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve CU-24-01 Terra Nova Skin Clinic / 5755 North Point Parkway, subject to the following conditions:
 1. 'Spa Services' shall be added as a conditional use at 5755 North Point Parkway, Suite 62 and limited to no more than 1,115 square feet.
 2. Conditional use approval shall be limited to Terra Nova Skin Clinic; no additional 'Spa Services' use or subleasing shall be permitted within the approved space.
 3. 'Spa Services' shall be limited to skin care services and treatments, including mastectomy reconstruction and 30 tattooing, scar and stretch mark camouflage, and skin treatments.
 4. Hours of operation shall be Monday - Saturday 10:00 AM - 6:00 PM.
 5. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.
 - Council Member Hipes seconded the motion.
 - The motion passed unanimously (5-0).

B. PH-24-01 Unified Development Code Text Amendments – Golf Course Tree Removal

First Reading

Consideration of text amendments to the Unified Development Code (UDC). Amend Subsection 3.2.3 Exemptions, to exempt golf courses from the tree conservation, landscape, and buffer requirements.

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends changes to UDC Subsection 3.2.3 Exemptions, to exempt golf courses from the provisions of Section 3.2 Tree Conservation, Landscape, and Buffer Requirements and require a 60% minimum tree canopy. Specifically, the text amendment would exempt golf courses from the City's tree removal permit requirements, if the golf course maintains a tree canopy coverage of at least 60%. Changes would not apply to areas of the golf course developed with permanent structures, such as parking lots, clubhouse, lodging, guest services, etc. In addition, the change does not apply to trees in stream buffers and new land development.
- If approved, golf courses will be required to maintain a tree canopy coverage of at least 60% versus calculating tree inches. 60% tree canopy is double the canopy required in the city for detached single-family residential lots. Staff is recommending the change because golf courses, although close to 100% pervious, can be impacted by moisture and shade with an overabundance of trees. Golf courses require the ability to manage the various shade and moisture tolerances of the different types of turf grasses around the playing surfaces (tee box, fairway, green). Golf courses also must manage the playability of the course. Trees can be natural obstructions on a golf course and their presence can make the course more difficult.
- The City Arborist and Golf Course Manager currently maintain a tally of replacement plantings for the removal of specimen trees. This is handled per the code and replacement trees are currently required at three times the inches removed. However, since most of the removals are being accomplished for turf grass management and playability, it is difficult to find new locations for replacement plantings without impacting these two objectives. Typical commercial and/or residential sites are not removing large amounts of trees and incurring extensive replacement plantings. A typical commercial property is only removing trees that need to be removed for safety purposes. Any replacement trees are typically planted back in the same or a similar location to meet the code requirements such as parking lot island trees, landscape strip trees, or minimum tree density. The Golf Club of Georgia is currently at 62% canopy coverage and a 60% requirement would maintain tree canopy.
- Molly Esswein, City Attorney, conducted the first reading.
- A copy of the proposed text amendments are attached hereto as Exhibit "A."

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to approve the First Reading of the Unified Development Code Text Amendments – Golf Course Tree Removal, with the following changes:

7. The removal of trees from golf courses that maintain a tree canopy coverage of at least 60%.

This exemption shall not apply to development of land, or areas previously improved as clubhouse, lodging, guest services, parking lots, or other similar improvements, or removal of trees in buffers and landscape strips. However, replacement plantings shall be required where any deficient landscape strips or buffers exist. A master tree removal plan shall be required for arborist approval. The plan may be updated, and removals shall include circumstances for removal that include one of the following:

- a. Turf grass management for existing course
- b. Course playability/obstruction
- c. Safety

- Council Member Hipes seconded the motion.
- The motion passed unanimously (5-0).

C. Ordinance: Fiscal Year 2024 Mid-Year Budget Amendment

First Reading

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2024 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

- Molly Esswein, City Attorney, conducted the first reading.
- Director of Finance, Tom Harris, came forward to present the item.
- There have been no changes since the discussion of the Mid-Year Budget at the 2024 City Council retreat.
- Council Member Hipes asked Director Harris about the TSPLOST tiers, as well as the \$1.65 million TSPLOST increase request in non-allocated funding. Director Harris explained that TSPLOST Tier 1 has about \$3.5 million left in unallocated funds, and this will go towards the list of projects.
- Council Member Hipes asked if we will be confined to Tier 1 projects, or if we will be able to get into Tier 2 projects. Director Harris confirmed we will be able to spend money on Tier 2.
- Public Works Director, Pete Sewczwicz, explained that we have not appropriated all the funds for the TSPLOST Tier 1 projects yet.
- The \$3.5 million in unallocated funds will primarily be used for the Encore Greenway.

- A copy of the proposed Mid-Year Budget Amendments are attached hereto as Exhibit "B."

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to adopt the first reading of the Fiscal Year 2024 Mid-Year Budget Amendment ordinance as presented.
 - Council Member Mitchell seconded the motion.
 - Council Member Will made a statement that this is the first time in a long time that the City Council has not increased the budget in the mid-year but instead put money back into our funds.
 - The motion passed unanimously (5-0).

9. NEW BUSINESS

A. 2024 Recycling and Waste Diversion Grant

Consideration of approval for the Public Works Department to apply for the 2024 Recycling and Waste Diversion Grant in the amount of \$45,0000, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present the item.
- Public Works has a household hazardous waste collection that is conducted twice a year.
- The grant was due before the end of 2023, but due to scheduling, it is now being brought before Council.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the 2024 Recycling and Waste Diversion Grant as presented.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (5-0).

B. Transportation Alternative Program (TAP) Grant Opportunity

Consideration of approval for City Staff to apply for a TAP Grant through GDOT for either the Alpha Link project, North Point Parkway Streetscape project, or both projects and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present the item.
- The Georgia Department of Transportation (GDOT) has a program called Transportation Alternatives (TA). Transportation alternatives include pedestrian facilities, bike facilities, and streetscapes. GDOT has published a call for projects through the Transportation

Alternatives Program (TAP) for fiscal year 2024 funding. Funding for the program is through Federal Highway Administration (FHWA) and Public Works staff have been informed that projects need to follow the GDOT Plan Development Process (PDP). The PDP process is much longer and more intense than the City's typical design process. The process consists of numerous traffic, noise, environmental, and alternative analysis studies. Currently, the City has 3 projects in design following GDOT's PDP process: Widening of Old Milton Parkway, North Point Parkway (NPP) Streetscape, and Alpha Link. Given the grant opportunity is focused on transportation alternatives, Public Works is recommending applying for both NPP Streetscape and the Alpha Link.

- The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. On August 23, 2021, the City Council approved the Alpha Link grant application through the Atlanta Regional Commission (ARC). The City was awarded a \$1,000,000 grant with a required \$250,000 match to go towards the design of the Alpha Link. The City is responsible for all expenses of the design, over \$1,000,000. On July 25, 2022, the City Council approved the Alpha Link Project Framework Agreement (PFA) with the GDOT.
- The design process for the Alpha Link includes two phases: 1) surveying the project limit, conducting environmental studies, and preparing a concept design, and 2) preparing full engineering design and construction plans. Note, concept design established in the PDP includes identifying project constraints, preparing a detailed cost estimate, and finalizing the trail alignment. In other words, much more detailed than the word concept. For phase 1 of the design, RFQ 23-1002 was advertised on September 8, 2022. On Feb 20, 2023, the City Council approved awarding phase 1 of the design work to AECOM and project management to Atkins for an amount not to exceed \$530,825.00. Phase 1 of the design is currently in progress and is scheduled to be completed by the end of 2024. The preliminary estimated cost for phase 2 of the design and project management is approximately \$1.50 million.
- The North Point Parkway Streetscape project is in phase 2 of the design process and near completion. The North Point Parkway Streetscape project consists of removing a vehicular lane in each direction from Mansell Road to Haynes Bridge Road, a 6' wide planted buffer with pedestrians and streetlights, a 12' wide sidewalk on both sides of the street, and closing off numerous curb cuts along the corridor. The landscape median along the corridor remains. The next step is to receive authorization from GDOT to commence with obtaining the necessary easements and right of way to construct the project. The anticipated start date to acquire right of way and easements is July 2024. Once all the right of way and easements have been acquired and certified by GDOT, the City will receive authorization from GDOT to bid on the project for construction. Based on the number of parcels along the corridor and the time it takes to receive

approvals from GDOT, Public Works believes it will be another 3+ years before construction starts.

- Many grants prefer to have matching funds associated with the application. The TAP Grant requires a 20% match. This is in line with all other federally funded grants. The Alpha Link project does not have sufficient funds in the account to fund the remaining portion of the design of the project or any funds allocated for construction. Public Works is recommending allocating \$250,000 from unallocated funds to serve as a matching dollar amount and requesting \$1,000,000 from the TAP Grant. The remaining balance in the ARC Grant for this project will assist in funding the necessary dollars to complete the design. The current timeline of the project is for the design to be completed in Summer 2025, right of way and easements acquired by summer 2027, and the project to be bid out shortly thereafter. The North Point Parkway Streetscape has funding, through TSPLSOT 2, which the City can utilize for matching funds. Public Works is recommending a maximum \$1,000,000 match and will request \$4,000,000 from the TAP Grant program to go towards the construction of the North Point Parkway Corridor. The current timeline for the North Point Parkway Corridor project: right of way and easement acquisition is anticipated to start in July 2024 and the project bid out for construction in the first quarter 2026.
- Public Works is requesting approval to submit an application for either North Point Parkway or Alpha Link. Applications for the call for projects will be accepted until February 9th, 2024. The City's Grant Consultant, Witt O'Brien's is assisting the City in preparing the grant applications.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the item.
 - Mayor Pro Tem Merkel seconded the item.
 - The motion passed unanimously (5-0).

C. Contract: Lobbying Services Alcalde & Fay

Consideration of approval of a contract agreement for Professional Services between the City of Alpharetta, Georgia and Alcalde & Fay, Ltd. And with authorization for the Mayor to execute all necessary documents.

- City Administrator, Chris Lagerbloom, came forward to present the item.
- The proposed partnership between the City of Alpharetta and the firm Alcalde & Fay, headquartered in Washington, DC, is a strategic move aimed at bolstering the city's standing on the national stage. This contract signifies a proactive approach to federal policymaking, underscoring the City's commitment to securing crucial federal support and cultivating robust relationships with influential entities. The primary objectives of this partnership revolve around providing the city with indispensable resources and

professional representation to navigate the intricacies of federal policymaking. Alcalde & Fay will play a pivotal role in securing valuable federal support while concurrently establishing and fortifying relationships with key figures in Congress and federal agencies. The overarching goal is to enhance the city's influence within the federal government, ensuring that its unique needs and interests are effectively communicated and advocated for.

- At the heart of this partnership is Alcalde & Fay's dedicated team of seasoned professionals, each bringing a wealth of experience and expertise in federal lobbying. This team is uniquely focused on advancing the City of Alpharetta's agenda and elevating its profile in Washington. Their commitment extends beyond mere representation; it involves strategic advocacy tailored to the specific needs and priorities of our community. Alcalde & Fay's reputation as a leading lobbying firm stems from its proven track record of successfully elevating the profiles of their clients within the federal government. By leveraging its expertise, the City of Alpharetta aims to amplify its influence, ensuring that its concerns are not only heard but also given due consideration in the federal policymaking process.
- The recommendation for the City Council to approve the contract with Alcalde & Fay is grounded in the firm's stellar reputation, proven expertise, and demonstrated ability to effectively advance the interests of their clients in Washington. This decision reflects a strategic move to position the City of Alpharetta for success on the national stage, acknowledging the importance of proactive and professional federal advocacy.
- The partnership with Alcade & Fay represents a crucial step in navigating the complex landscape of federal policymaking. It is a forward-thinking initiative that aligns with the City's long-term goals and aspirations, and its success is expected to bring about positive and lasting outcomes for the Alpharetta community.
- Council Member Will asked if the \$5,000 is a retainer, or if they charge the City on top of that if they do other work. Administrator Lagerbloom stated that it is a flat fee for services.
- Council Member Mitchell asked if the City will have meetings with them identifying Council's priorities, and they will proceed to look for grant opportunities based off of those priorities. Administrator Lagerbloom confirmed this is correct.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the item.
 - Council Member Will seconded the motion.
 - Council Member Mitchell thanked Administrator Lagerbloom for adding as a focus of the City to include the federal funding that's available. We might have thought it was too complex before or it would take a long time to

receive those grants, and we did not actively pursue them as much as we could have.

- The motion passed unanimously (5-0).

10. WORK SESSION ITEMS

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

Discussion on accepting the \$150,000 award of the FY 2022 Congressionally Directed Spending Grant for downtown bus shelters, which would include a City funding requirement of \$123,600.

- City Administrator Chris Lagerbloom offered a comment that this was an application we did for a congressionally directed spending grant, which is in that earmark model. Those do come with required matches.
- Director of Community Development, Kathi Cook, came forward to present this item.
- his project includes awarded funding of \$150,000 for construction and ROW acquisition of three Marta Bus stops in the downtown. The \$150,000 will be used to purchase the shelters and any ROW that maybe required, prepare slabs and install them at three existing MARTA locations. Design costs for the three locations are estimated to be \$76,100 and GDOT will require \$10,000 to oversee and review the project. Recent shelter installations by the CID have cost from \$45,000 - \$60,000 per installation.
- Council Member Hipes asked if we had an estimate for what the bus shelters would cost if we did not have federal funding. Director Cook stated that the City estimated \$45,000 - \$60,000 per installation. We arrived at that cost from asking Kimley-Horn what they were spending for the bus shelters within the CID's overlay area. It could be anywhere from \$135,000 to \$185,000 altogether.
- Council Member Hipes asked Director Cook how she felt about the amount of \$123,600. Director Cook stated the cost for the bus shelter will not come down, but the price for the design could come down. She believes this is a good estimate.
- Council Member Will asked what would happen if the design work came back at \$25,000, which is \$50,000 less than what we are budgeting. Director Cook stated that the grant contribution does not go down. It requires a 25% match. The \$150,000 is a set price. The only amount we are required to match is the \$37,500.
- Council Member Will asked if we have ever built bus stops like this in Alpharetta. Director Cook stated that we have on Windward Parkway.
- Director of Public Works, Pete Sewczwicz, stated that the difference in the one on Windward is that there is not the center post in there, so it is open across. This was built two years ago and was already designed; we just installed it.

- Council Member Mitchell asked what else is there to design. There is some environmental aspect to it, but what else is there besides pouring a slab and putting it on the shelter? Director Cook stated that there are surveys because of the utilities underground. There could be grading in some areas.
- Council Member Mitchell asked if we could not do this project in-house, since we have engineers on Staff. Director Sewczwicz stated that we could, but we have to follow Georgia Department of Transportation's plan development process, which requires us to get many Environmental studies and go through structural analysis.

11. PUBLIC COMMENT

12. REPORTS

- A. Council Member Hipes mentioned the dedication & opening of the 12 pickleball courts at North Point Park Pickleball and Tennis Center.
- B. Mayor Gilvin mentioned and thanked staff for a great Council Retreat last week.

13. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Hipes offered a motion to adjourn to executive session at 7:34 p.m. to discuss matters of land acquisition and litigation.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).
- ❖ Council Member Mitchell offered a motion to reconvene at 8:17 p.m.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).

14. ADJOURNMENT

- ❖ Council Member Will offered a motion to adjourn.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:17 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE III OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO TREE CONSERVATION, LANDSCAPE, BUFFER REQUIREMENTS – EXEMPTIONS; 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 III 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 III, Subsection 3.2.3 titled “Exemptions” 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 Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit “A”

3.2.3 Exemptions.

- A. The following shall be exempt from the provisions of this section:
1. The removal of trees with a Permit.
 2. The removal of trees from horticultural properties such as farms, nurseries or orchards. This exception shall not be interpreted to include timber harvesting incidental to development of the land;
 3. The necessary removal of trees by a utility company within dedicated utility easements;
 4. The removal of trees on public rights-of-way conducted by, on behalf of, or any activity pursuant to work to be dedicated to, a federal, state, county, municipal or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-way;
 5. The removal of trees from lakes and detention ponds, and drainage easements, unless specifically planted to be part of the stormwater system; or
 6. The removal of any tree which is dead or has become or threatens to become a danger to human life or property;
 7. The removal of trees from golf courses that maintain a tree canopy coverage of at least 60%. This exemption shall not apply to development of land, or areas improved as clubhouse, lodging, guest services, parking lots, or other similar improvements, or removal of trees in buffers and landscape strips. A master tree removal plan shall be required for arborist approval. The plan may be updated, and removals shall include circumstances for removal that include one of the following:
 - a. Turf grass management for existing course
 - b. Course playability/obstruction
 - c. Safety
- B. Notwithstanding the foregoing, all reasonable efforts shall be made to save specimen trees and trees of quality, and tree groupings.
- C. Nothing in this section shall be deemed to authorize, directly or indirectly, the removal of a tree from the Georgia 400 Tree Protection Zone or any buffer.

(Ord. No. 739 , 5-1-2017)

EXHIBIT B



City of Alpharetta, Georgia
Fiscal Year 2024
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2024 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2024 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 34,402,000	\$ (105,670)	\$ 34,296,330
Tax Allocation District #2 Increment	-	105,670	
Local Option Sales Taxes	22,100,000	-	22,100,000
Other Taxes	12,300,150	-	12,300,150
Insurance Premium Taxes	5,550,000	287,570	5,837,570
Licenses and Permits	3,394,500	-	3,394,500
Intergovernmental Revenue	165,548	-	165,548
Charges for Services	1,571,050	-	1,571,050
Recreation/Special Event Fees (existing)	3,127,450	(133,050)	2,994,400
Recreation/Special Event Fees (mid-year)	-	403,300	403,300
Fines and Forfeitures	3,143,250	-	3,143,250
Investment Earnings	650,000	-	650,000
Other/Miscellaneous	310,161	-	310,161
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,581,250	-	3,581,250
Budgeted Fund Balance	10,547,818	-	10,547,818
Total Revenues	\$100,843,177	\$ 557,820	\$101,295,327
Expenditures by Department:			
Mayor and City Council	\$ 399,354	\$ -	\$ 399,354
City Administration	2,162,007	17,147	2,179,154
City Election	407,359	(407,090)	269
Finance	3,970,688	28,150	3,998,838
City Attorney	1,200,000	-	1,200,000
Information Technology	2,766,496	25,620	2,792,116
Human Resources	929,316	42,000	971,316
Municipal Court	1,222,688	-	1,222,688
Public Safety	40,195,439	-	40,195,439
Public Works	10,690,132	114,800	10,804,932
Recreation, Parks and Cultural Services	13,651,234	360,990	14,012,224
Community and Economic Development	5,010,278	-	5,010,278
subtotal	\$ 82,604,991	\$ 181,617	\$ 82,786,608
General Government:			
Insurance Premiums	\$ 928,885	\$ -	\$ 928,885
Gwinnett Tech Bond (P&I)	287,490	-	287,490
Transfer to Capital Project Fund	12,392,818	-	12,392,818
Transfer to Stormwater Capital Fund	3,950,000	-	3,950,000
Transfer to TAD #2 Fund	-	105,670	105,670
Contingency	678,993	270,533	949,526
subtotal	\$ 18,238,186	\$ 376,203	\$ 18,614,389
Total Expenditures	\$100,843,177	\$ 557,820	\$101,400,997

EXHIBIT A

Fiscal Year 2024 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2024 Budget Amendment.

City Administration

Initiative: **City Administrator Employment Contract (relocation expenses)**

Funding Request: \$17,147 (FY 2024; one-time funding)

This request is to provide funding for relocation expenses as allowed under the terms of the employment contract between the City of Alpharetta and Christopher J. Lagerbloom (City Administrator).

Initiative: **City Election (reallocate unused appropriations)**

Funding Reduction: \$407,090 (reallocate to Contingency and other uses identified herein)

The City cancelled the General Municipal Election that was to occur on November 7, 2023 as the respective candidates qualified for office and were unopposed. Only minor expenses were incurred for advertisement requirements. All remaining funding is being reallocated to the initiatives set forth herein and augmenting the Contingency account.

Finance

Initiative: **Timekeeping terminals (NOVAtime migration to Kronos)**

Funding Request: \$28,150 (FY 2024; one-time funding)

This request is to provide funding for the purchase of 10 biometric timekeeping terminals to be used at Public Works (qty: 2) and Recreation facilities (qty: 8). Specifically, the City's timekeeping software, NOVAtime, was acquired by Kronos back in 2021. At that time, NOVAtime was anticipated to remain as a standalone timekeeping software. However, the City was recently notified that NOVAtime is being phased-out over the next several years in favor of Kronos. Staff believes the City will experience a net gain in functionality from the move to Kronos.

Along with the functionality gains, Kronos commands a higher annual software maintenance fee (generally \$6,000 to \$8,000 more) than NOVAtime. That said, as the City is intending to migrate early, all implementation fees will be waived and annual software maintenance fees will be locked-in at the current rate structure through August 2029. The only additional expenses to be incurred by the City for this software migration is the need for replacement timekeeping terminals.

Information Technology

Initiative: **ESRI ArcGIS Pro Migration Training Class (onsite; two-days)**

Funding Request: \$25,620 (FY 2024; one-time funding)

ESRI has ended the product support and updates for the ArcDesktop product line (ArcMap/ArcCatalog). The replacement product is ArcGIS Pro. There are large differences between the old and new products, which will require significant training. ESRI has introduced an in-person training class that runs for two days. ESRI will travel onsite, bring all equipment needed for the lab environment, set it up, and conduct all the training. The cost of this onsite training session is \$25,620. There is only room for 16 attendees in the class. As such, attendees will be included from each pertinent department so they can train others within their department as needed.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Human Resources

Initiative: GovInvest Live Compensation Software

Funding Request: \$42,000 (FY 2024); \$37,000 annualized (FY 2025 and beyond)

GovInvest Live Compensation Software provides a customized compensation benchmarking tool to assist in the analysis of labor market competitiveness, hiring, and retention. This software will allow the City to benchmark against relevant agencies with ease and manage all supporting data in one place. By leveraging the algorithm to compare job duties rather than solely job titles, we can significantly enhance our ability to effectively manage compensation, make informed decisions driven by data, ensure fairness across the organization, and better prepare for both budgeting and workforce planning.

Key features of the Live Compensation Software include:

- Real-time Compensation Data: The software provides current compensation data, ensuring that public sector agencies always have access to the latest information possible.
- Comparator Analysis: The application includes tools that make it easy and visual to benchmark compensation against relevant public sector agencies of comparable size.
- Equity Assessment: Provides advanced analytics and reporting to help identify and address any compensation gaps amongst job classifications.

FY 2024 costs include \$35,000 (on-going and subject to annual inflationary growth) for the maintenance/support fees and \$7,000 (one-time) for implementation (\$42,000 total).

Upon approval of this request, the FY 2025 preliminary operating budget would be programmed to include funding for this initiative (maintenance/support fees) at an annualized \$37,000 appropriation level.

Public Works

Initiative: Household Hazardous Waste Collection (Spring 2024)

Funding Request: \$35,000 (FY 2024 and beyond)

This request is to provide funding for an additional Household Hazardous Waste Collection event in Spring 2024. These events provide an environmentally proper recycling and disposal method for household hazardous wastes and paints to residents of Alpharetta. Its purpose is to prevent these materials from entering waterways, septic systems, landfills, sewers, and groundwater. There are very limited options locally for disposing/recycling of these types of materials.

The FY 2024 adopted budget includes \$40,000 within the Solid Waste Fund for this purpose. This funding level approximates the City's spending patterns for these events over the last 5-years (# of events hosted varied by year). However, recent quotes coupled with community usage estimates indicate that additional funding will be needed to conduct a second event. The Solid Waste Fund does not have sufficient resources to cover the additional event in FY 2024 which is why the funds are being requested through the General Fund.

The Finance Department will seek to program additional funding within the FY 2025 Solid Waste Fund preliminary operating budget to cover the increased funding needs of the Household Hazardous Waste Collection event.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Initiative: Repair and Maintenance Operational Funding

Funding Request: \$48,000 (FY 2024; one-time funding)

City Hall HVAC (\$34,000) - During July 2023, the City provided funding totaling \$131,007 for replacement of the City Hall HVAC system. This replacement funding was provided through the General Fund contingency line item.

However, additional resources totaling \$34,000 (rounded) were dedicated to maintenance/triage of the existing City Hall HVAC system by multiple vendors while the replacement system was being constructed. Services provided included constant monitoring and cleaning of the loop system, strainers, etc. This request is to reimburse the repair and maintenance account for the one-time City Hall HVAC maintenance funds expensed in FY 2024 so that needed resources are available to cover general repair and maintenance needs for City Hall.

Fire Station 84 Gas Leak Repair (\$14,000) – In January 2024, a gas leak was discovered at FS 84 within the service line. Atlanta gas light (AGL) was notified and confirmed multiple leaks at their meter and the City's service line. AGL repaired their meter leaks but for safety reasons shut off the gas to FS 84 until the issues with the service line were resolved. The City worked with a plumbing contractor to assess the gas service lines and it was determined that a full gas line replacement was needed. This repair was done in the most feasible manner which involved running new aerial gas lines to the Station. In completing this repair work, it was found that other service systems have been impacted including a water heater that now needs replacement (specifically, the shutting on/off of natural gas impacted the water heater which would no longer ignite). Total cost for this scope approximates \$14,000.

Initiative: Fulton County Animal Control IGA

Funding Request: \$31,800 (FY 2024; additional ongoing funding)

The new IGA for Animal Control services from Fulton County went into effect on January 1, 2024. Cost estimates under the previous IGA were estimated at \$100,000 annually and depended upon relative calls for service amongst the participating agencies. Cost estimates under the new IGA are estimated at \$190,606 annually and, again, will be based upon relative calls for service amongst the participating agencies.

The Current FY 2024 Budget includes \$100,000 for Fulton County Animal Services. The additional funding needed for the 6-month period of January through June totals \$45,303. It should be noted that actual costs under the current IGA are trailing budget (\$11,500 for the 3-month period ending September 30, 2023, as opposed to the \$25,000 budget allotment) so additional funding request for the current year has been reduced accordingly. The FY 2025 preliminary operating budget will be programmed to include the full forecasted Animal Control IGA costs.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Recreation, Parks, and Cultural Services

Initiative: Taste of Alpharetta Event (fully funding revenue/expense needs)

Net Funding Source: \$99,510 (\$300,000 revenue; \$200,490 additional expenses)

Background - 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).

FY 2024 - The FY 2024 Budget was built upon the Outsourced Vendor contract terms, including the removal of the contribution. As such, the original FY 2024 Budget included only those certain expenses historically covered by the City, such as trash service, electrical service, barricade rentals, PS team overtime, etc. and totaled \$108,640. An additional allocation of \$70,000 was approved by the City Council on November 27, 2023, to fund TOA Event Management services.

	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)

This request involves full appropriation of the remaining event resources including revenues (\$300,000) and expenses (\$200,490). The FY 2025 preliminary operating budget will be programmed to include the full forecasted operational needs of the TOA Event.

Initiative: Farmers Market Event (operational funding)

Funding Request: \$12,000

This request is to cover additional waste management (dumpster rentals) expenses due to increased participation of vendors as the reputation and popularity of the event has grown.

The FY 2025 preliminary operating budget will be programmed to include the full forecasted operational needs of the Farmers Market Event.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Initiative: Cultural Services Operational Funding

Net Funding Request: \$0 (\$46,300 additional revenue; \$46,300 additional expenses)

This request will provide art instruction, workshops, classes and learning opportunities to residents of all ages. Request details include:

- Arts Center & Log Cabin Camps (\$19,400): The Division is adding camp offerings at the Arts Center and Log Cabin and will need funding to offset expenses.
- Arts Center Class Instruction (\$26,900): This request is to cover forecasted program registration growth through year-end.

The expenses identified above will be fully offset through anticipated growth in Arts Camp Program Fees (\$19,400) and Arts Program Fees (\$26,900).

Initiative: Parks Services Operational Funding

Funding Request: \$43,200

This request is to cover multiple initiatives including partial-year expenses for new parks (Water Road, Mid-Broadwell Road), new segments of the AlphaLoop, as well as other operational needs for the Parks Services Team including:

- Old Rucker Park and Farm (\$7,800): Funding to cover new expenses for the Farm including janitorial services to clean the house (approx. 7 months) and landscape maintenance for the area inside the garden fence (approx. 6 months).
- Waters Road Park/Mid Broadwell Road Park (\$14,000): Funding to cover maintenance (janitorial, landscaping, etc.), utilities, and supplies for the new Waters Road Park (est. Spring 2024 opening) as well as utilities and supplies for the new Mid-Broadwell Road Park.
- AlphaLoop (\$3,400): Funding to cover expenses for the new AlphaLoop segment (approx. 1-mile) including landscape maintenance (approx. 3 months).
- Equestrian Center shavings (\$15,000): Funding to cover additional needs for shavings based on expense trends coupled with forecasted expenditures through year-end.
- Innovation Academy (\$3,000): Funding to cover the addition of internet service to the maintenance office.

The FY 2025 preliminary operating budget will be programmed to include the forecasted operational needs of the new parks and AlphaLoop segments.

Initiative: Community Center Operational Funding (Recreation Services)

Net Funding Request: \$0 (\$40,000 additional revenue; \$40,000 additional expenses)

The request will provide benefits to the community and our participants. Request details include:

- Rhythm N Shoes (\$20,000): Based on projections on winter enrollments and averages for spring and summer programming, an estimated \$20,000 is needed to fund existing program needs above current FY 2024 budget appropriations.
- Specialty Programs (\$20,000): \$20,000 is requested to cover the projected shortage for June 2024 camp sessions for PlayWell Teknologies. The provider is offering (6) additional camps in May/June 2024 with an average enrollment of 24 participants.

The expenses identified above will be fully offset through anticipated growth in Community Center Fees (\$40,000).

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

**Initiative: Athletics and Will Park Recreation Center Operational Funding
 (Recreation Services)**

Net Funding Request: \$2,000 (\$17,000 additional revenue; \$19,000 additional expenses)

Providing new, in-demand programs for the community is vital to ensuring the city always offers relevant and appealing recreational activities for its residents. In addition, inflation occurs, and staff must navigate how to continue to provide popular programs despite growing costs. Additional funding ensures we do not lose participants (and therefore revenue) for popular programs that could otherwise experience negative impacts from lack of funding. Request details include:

- Athletics Professional Services (\$17,000): Funding to cover the projected shortage for winter, spring, and summer tennis classes and camps. Increased winter enrollment and anticipated increases in spring and summer enrollment has prompted this request.
- Athletics General Supplies (\$2,000): Funding to replace aging basketball equipment and supplies to include but not limited to basketballs, hoop netting, etc.

The expenses identified above will be partially offset through anticipated growth in Athletics Fees (\$17,000) leaving a net funding requirement of \$2,000.

General Government

Initiative: Accounting for Tax Allocation District #2 (TAD #2)

Funding Source: \$105,670 (existing TAD #2 Increment Revenue collections)

Funding Request: \$105,670 (Transfer to the TAD #2 Fund)

This request is to account for Tax Allocation District #2 which incurred redevelopment costs totaling \$105,670. Additionally, this request formalizes the entries by recording the resources within the TAD #2 Fund.

Initiative: Increase in Contingency

Funding Request: \$270,533

The increase in Contingency is funded through the reallocation of City Election funding and discussed in detail under the initiative entitled "Initiative: City Election (reallocate unused appropriations)" and netted against the revenue adjustments set forth herein (e.g., increase for Insurance Premium Taxes and reductions in existing Parks and Recreation) as well as the remaining expenditure funding requests set forth herein.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Tax Allocation District #2 Fund

This Fund accounts for the tax increment and associated redevelopment costs for Alpharetta's Tax Allocation District #2. The budgetary legal level of control resides at the project level.

TAX ALLOCATION DISTRICT (TAD) #2 FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Existing TAD #2 Increment Revenue Collections (Transfer-in from General Fund)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670
Expenditures by Project:				
North Point Parkway Improvements (reimbursement to Capital Grant Fund for eligible TAD #2 expenses)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670

General Government

Initiative: Accounting for Tax Allocation District #2 (TAD #2)

Funding Source: \$105,670 (existing TAD #2 Increment Revenue collections; Transfer from the General Fund)

Funding Request: \$105,670 (Reimbursement to Capital Grant Fund for eligible TAD #2 expenses)

This request is to account for Tax Allocation District #2 which incurred redevelopment costs totaling \$105,670. Additionally, this request formalizes the entries by recording the resources within the TAD #2 Fund.

Specifically, costs incurred for the North Point Parkway Improvements project meet the TAD #2 eligible uses criteria which includes:

“... capital costs of public improvements, including but not limited to, infrastructure to entice a multi-oriented land use pattern, pedestrian and bicycle specific infrastructure, public green space and/or pedestrian connections, and stormwater utility infrastructure that will allow for and promote greater development.”

This request includes a reimbursement to the Capital Grant Fund from TAD #2 increment for costs incurred as part of the North Point Parkway Improvements project.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Capital Grant Fund

This fund accounts for resources received from federal, state, and local grants awarded to the city. Matching funds, which represent the city's financial investment, are also recorded within this fund. This fund accounts for capital grants only. Operating grant proceeds are recorded within the Operating Grant Fund. The budgetary legal level of control resides at the project level.

CAPITAL GRANT FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current	Budget	Revised
		Budget	Amendment	Budget
Revenue by Source:				
North Point Parkway Improvements reimbursement (Transfer-in from TAD #2 Fund)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670
Expenditures by Project:				
Non-Allocated (TAD #2 Fund - North Point Parkway Improvements reimbursement)		\$ (24,859)	\$ 105,670	\$ 80,811
Net Budget Adjustments		\$ (24,859)	\$ 105,670	\$ 80,811

General Government

Initiative: Accounting for Tax Allocation District #2 (TAD #2)

Funding Source: \$105,670 (Reimbursement from the TAD #2 Fund for eligible TAD #2 expenses)

Funding Request: \$105,670 (Reimbursement deposited into Non-Allocated for future appropriation by the City Council)

This request is to account for Tax Allocation District #2.

TAD #2 incurred redevelopment costs totaling \$105,670 and the requests set forth herein (General Fund and TAD #2 Fund) formalizes the entries by recording the resources within the TAD #2 Fund.

This request represents the final entry in dissolving TAD #2 and includes a reimbursement to the Capital Grant Fund for costs incurred as part of the North Point Parkway Improvements project and allocates that reimbursement into the Non-Allocated account for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
City of Milton Contribution (Mayfield Park demolition of structures)	\$ -	\$ 65,000	\$ 65,000
Investment Earnings	150,000	275,000	425,000
Net Budget Adjustments	\$ 150,000	\$ 340,000	\$ 490,000
Expenditures by Project:			
Public Works			
Waters Road Bridge (GDOT Local Bridge Replacement Project)	\$ -	\$ 100,000	\$ 100,000
Recreation, Parks and Cultural Services			
Mayfield Park (demolition of structures; split funded with the City of Milton)	-	130,000	130,000
Shade Structures (Webb Bridge Park)	-	24,660	24,660
General Government			
Business Recovery Program	100,000	(100,000)	-
Non-Allocated	3,470,010	185,340	3,655,350
Net Budget Adjustments	\$ 3,570,010	\$ 340,000	\$ 3,910,010

Public Works

Initiative: Waters Road Bridge (GDOT Local Bridge Replacement Project)

Funding Request: \$100,000

The Georgia Department of Transportation (GDOT) has a bridge replacement program through their office. Specifically, GDOT receives federal funds to design and construct the replacement of bridges throughout the state that meet the necessary requirements. The City and GDOT have identified the Water's Road Bridge as an eligible project.

The Waters Road Bridge is safe to traverse. That said, GDOT is being proactive and looking to replace the bridge before any significant weight reduction would occur. GDOT has allocated \$1M towards design, \$1.46M towards ROW, \$80k for utility relocations, and \$3.3M for construction. All in all, GDOT is funding \$5.8M towards the Waters Road bridge replacement. The City's portion totals \$100k to be used towards the ROW phase.

The project is currently on schedule and set to be bid out in FY 2025. The City will need to execute a Memorandum of Agreement with GDOT along with the \$100k appropriation referenced herein before GDOT can proceed with the bidding. The Waters Road bridge is more complicated than

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

most because a temporary bridge will be constructed to the south which will enable Alpharetta residents along Waters Road to utilize Waters Road and not have to go through a long detour. Also included in the design of the project are 5' wide sidewalks with a 2' buffer between the vehicular lane and the sidewalk. The bridge will be raised several feet to meet FEMA requirements and raising the bridge will also minimize the steepness of Water Road.

Recreation, Parks, and Cultural Services

Initiative: **Mayfield Park (demolition of structures) – split funded with the City of Milton**

Funding Request: \$130,000 (\$65,000 funded by Alpharetta; \$65,000 funded by Milton)

This request is for funding to complete the demolition and removal of structures located on the Mayfield Park parcels. Specifically, the City is planning to proceed with the abatement and demolition of approximately (19) structures, including (3) 1-story houses, on 11.6 acres (Mayfield Park = 1470 Mayfield Road, 1480 Mayfield Road, and 1490 Mayfield Road). The work would include the demolition and removal of the existing houses and associated structures, abatement services, erosion control measures, including backfilling, placement of topsoil, and permanent seeding, site clean-up, and stabilization for the impacted properties. Future plans for the properties include the development of a park for the residents of Alpharetta and Milton.

This request totals \$130,000 and is proposed to be split funded between the City of Alpharetta and the City of Milton (\$65,000 each).

Initiative: **Webb Bridge Park Shade Structure (reimbursement)**

Funding Request: \$24,660

The Department reprioritized existing park improvement funding to replace 8 shade structures at Webb Bridge Park (fields A-D) as part of the dugout expansion project that is being completed in partnership with the Alpharetta Youth Baseball Association. This request is to reimburse that funding to enable the department to achieve the original intended uses (e.g., maintaining/replacing broken concrete sections leading to and around buildings at North Park, Webb Bridge Park, and Wills Park).

General Government

Initiative: **Business Recovery Program**

Funding Reduction: (\$100,000)

Under an IGA with Fulton County representing the CARES Act (Coronavirus Aid, Relief, and Economic Security Act) Municipal Reimbursement Program, the City received its full allocable share of \$2,804,182. This funding was designed to support cities located within the County that were not eligible to receive CARES Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19. Costs were submitted to the County supporting the eligibility for reimbursement by Finance. The resulting reimbursement proceeds were unrestricted and able to be used for any governmental purpose. Specific uses included the Covid-19 Vulnerable Population Program (\$280,000 in appropriations which was fully spent) and Business Recovery Program (\$150,000 in appropriations with \$50,000 spent leaving a balance of \$100,000). This request is to reallocate the remaining \$100,000 from the Business Recovery Program into Non-Allocated for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Initiative: Increase in Non-Allocated

Funding Request: \$185,340

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances and reduced for the initiatives detailed herein. Balances within the Non-Allocated account are available for future appropriation by the City Council.

Stormwater Capital Project Fund

This fund accounts for stormwater/drainage maintenance, repair, and/or improvements. The budgetary legal level of control resides at the project level.

STORMWATER CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ 50,000	\$ 120,000	\$ 170,000
Net Budget Adjustments	\$ 50,000	\$ 120,000	\$ 170,000
Expenditures by Project:			
Non-Allocated	\$ 165,636	\$ 120,000	\$ 285,636
Net Budget Adjustments	\$ 165,636	\$ 120,000	\$ 285,636

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$120,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

TSPLOST-I Capital Project Fund

This fund accounts for the collection of T-SPLOST 1 (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax was imposed for the period of April 1, 2017, through March 31, 2022. The budgetary legal level of control resides at the project level.

TSPLOST-I CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 1,650,000	\$ 1,650,000
Net Budget Adjustments	\$ -	\$ 1,650,000	\$ 1,650,000
Expenditures by Project:			
Non-Allocated	\$ 1,872,721	\$ 1,650,000	\$ 3,522,721
Net Budget Adjustments	\$ 1,872,721	\$ 1,650,000	\$ 3,522,721

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$1,650,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

TSPLOST-II Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax is imposed for the period of April 1, 2022, through March 31, 2027. The budgetary legal level of control resides at the project level.

TSPLOST-II CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 690,000	\$ 690,000
Net Budget Adjustments	\$ -	\$ 690,000	\$ 690,000
Expenditures by Project:			
Public Works			
Kimball Bridge Road Widening (Tier-2)	\$ -	\$ 500,000	\$ 500,000
Non-Allocated	381,095	190,000	571,095
Net Budget Adjustments	\$ 381,095	\$ 690,000	\$ 1,071,095

Public Works

Initiative: Kimball Bridge Road Improvements (lighting and associated right-of-way)

Funding Request: \$500,000

The Kimball Bridge Road Improvements project consists of widening Kimball Bridge Road between the Verizon and Georgia Power driveways, on the west side of North Point Parkway, to provide a 4-lane section with appropriate pedestrian and bicycle facilities. Costs for this project total in excess of \$1 million and is being funded and managed by True North 400.

Alpharetta is responsible for the purchase and installation of street lighting (and associated right-of-way) along the project boundaries which is estimated at \$500,000.

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$190,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances and reduced for the initiative detailed herein. Balances within the Non-Allocated account are available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Series 2022 Parks Bond Fund

This Fund accounts for the proceeds and associated expenditures resulting from the issuance of Series 2022 voter approved general obligation bonds which funded projects focused on improving park amenities. The budgetary legal level of control resides at the project level.

SERIES 2022 PARKS BOND FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 1,400,000	\$ 1,400,000
Net Budget Adjustments	\$ -	\$ 1,400,000	\$ 1,400,000
Expenditures by Project:			
Non-Allocated	\$ 1,151,624	\$ 1,400,000	\$ 2,551,624
Net Budget Adjustments	\$ 1,151,624	\$ 1,400,000	\$ 2,551,624

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$1,400,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Impact Fee Fund

This fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (recreation/parks, streets, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

IMPACT FEE FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Impact Fees (Parks)	\$ 49,057	\$ 231,000	\$ 280,057
Impact Fees (Roads)	-	151,000	151,000
Impact Fees (Public Safety)	-	16,000	16,000
Net Budget Adjustments	\$ 49,057	\$ 398,000	\$ 447,057
Expenditures by Project:			
Impact Fees Non-Allocated (Parks)	\$ -	\$ 231,000	\$ 231,000
Impact Fees Non-Allocated (Roads)	27,367	151,000	178,367
Impact Fees Non-Allocated (Public Safety)	148,329	16,000	164,329
Net Budget Adjustments	\$ 175,696	\$ 398,000	\$ 573,696

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$398,000

The increase in Non-Allocated is funded through the appropriation of impact fees received for each system improvement category. Balances within the Non-Allocated account are available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2024 Budget Amendment Requests

Assets Forfeiture Fund (DEA)

The DEA Fund accounts for revenues received from the enforcement of drug laws and the confiscation of property from drug offender's arrests that can be used by public safety to aid in drug enforcement activity. The budgetary legal level of control resides at the department level (Public Safety) for operations/minor capital and project level for targeted initiatives.

ASSETS FORFEITURE FUND (DEA)				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Asset Forfeiture		\$ -	\$ 40,379	\$ 40,379
Net Budget Adjustments		\$ -	\$ 40,379	\$ 40,379
Expenditures by Project:				
Non-Allocated		\$ 161,077	\$ 40,379	\$ 201,456
Net Budget Adjustments		\$ 161,077	\$ 40,379	\$ 201,456

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$40,379

The increase in Non-Allocated is funded through the appropriation of asset forfeiture collections. The balance within the Non-Allocated account is available for future appropriation by the City Council.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 5, 2024

AGENDA ITEM:

Alcoholic Beverage License Application

Consideration of approval of the following alcoholic beverage license application:

1. PH-24-AB-01 Village Burger Alpharetta, LLC

1497 Alpharetta Highway #A, Alpharetta, GA 30009

Eating Establishment

Consumption on Premises

Beer, Wine & Sunday Sales

Owner: Village Burger Alpharetta LLC

Registered Agent: Matthew Gephardt

STAFF RECOMMENDATION:

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

1. PH-24-AB-01 Village Burger Alpharetta LLC, 1497 Alpharetta Highway #A, Alpharetta, GA 30009

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The above referenced Alcoholic Beverage License Application was heard and considered during a virtual Alcohol License Public Hearing on January 29, 2024. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

ALTERNATIVES:

Do not approve the license application

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 1-29-2024



ALCOHOL LICENSE PUBLIC HEARING JANUARY 29, 2024

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

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

10:00 AM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 10:00 a.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 869 9791 5984

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 10:01 a.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- Ricardo Gonzalo, Co-owner for Village Burger Alpharetta LLC

IV. PUBLIC HEARING

A. PH-24-AB-1 Village Burger Alpharetta LLC
1497 Alpharetta Highway #A
Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Village Burger Alpharetta LLC
Registered Agent: Matthew Gephardt

- Mr. Ricardo Gonzalo, co-owner of Village Burger Alpharetta LLC and residing at 5468 Martina Way, Dunwoody, GA 30338, was on the call.
- Mr. Gonzalo stated Village Burger was founded in 2010 and there are 6 other locations in Georgia. The Alpharetta location is currently open for business.
- Mr. Gonzalo described Village Burger as fast casual dining. Customers place their order at the counter and food is brought out to their table.
- Mr. Gonzalo stated this is their first alcohol license establishment in Alpharetta.
- Mr. Gonzalo confirmed he is aware that employees are required to have pouring permits.

- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, February 5, 2024, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 10:07 a.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



CITY OF ALPHARETTA

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Community Development

DATE: 10/17/2023

APPLICANT: KAREN CHEN

TRADE NAME: VILLAGE BURGER

ADDRESS: 1497 ALPHARETTA HIGHWAY SUITE A, CITY: ALPHARETTA STATE: GA ZIP: 30009

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

1. 3,025 feet to the (private) residence located at 100 WILLS LN ALPHARETTA, GA 30009

2. 3,050 feet to the (regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at WILLS LANE AT WILLS ROAD

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

Distance requirements are defined in Section 4-17 and Section 4-328 of the Code of the City of Alpharetta.

3. 9,504 feet to the THE NORTHVIEW CHURCH (church or other place used primarily for religious service) located at 1000 NORTHFIELD CT, ROSWELL, GA 30076

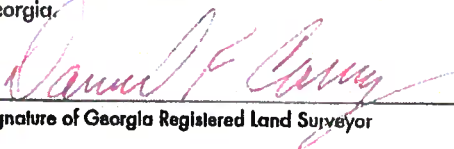
4. 8,976 feet to the ALPHARETTA BRANCH (public library or branch thereof) located at 10 PARK PLAZA, ALPHARETTA, GA 30009

5. 6,811 feet to the INTERNATIONAL CHARTER SCHOOL OF ATLANTA (school ground or college campus) located at 1335 NORTHMEADOW PKWY #100, ROSWELL, GA 30076

6. 2,089 feet to the WILLS PARK (portion of public park habitually used for recreational purposes) located at 11915 WILLS RD, ALPHARETTA, GA 30009

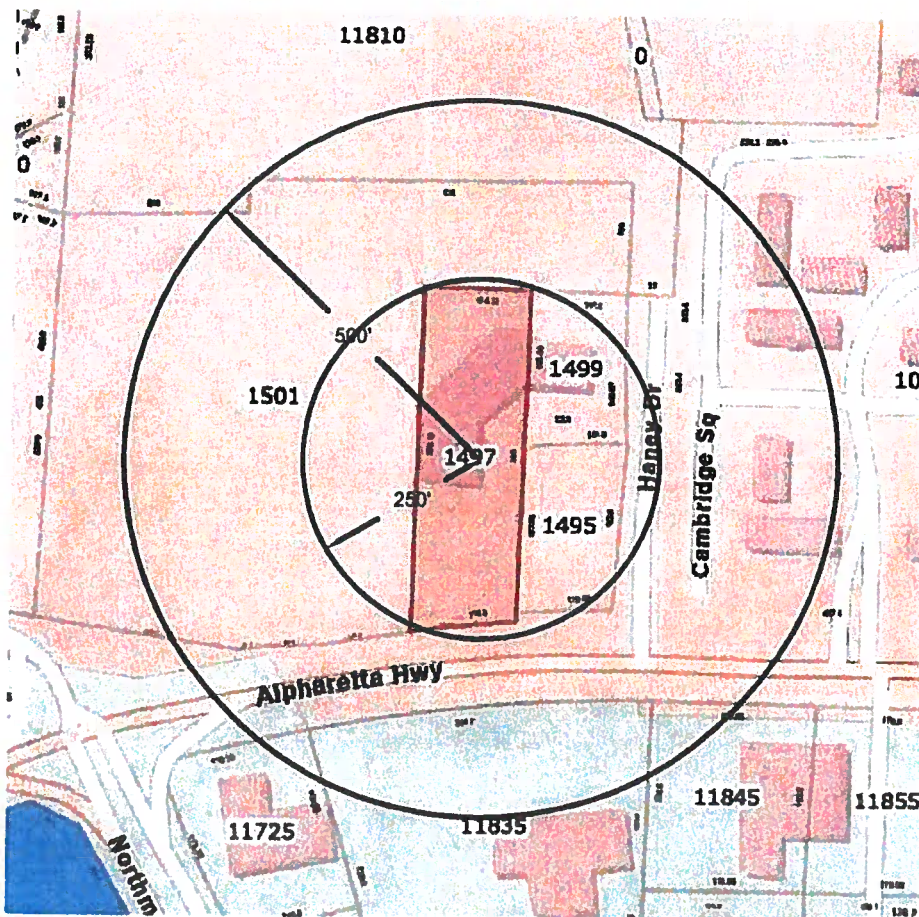
Distance requirements are defined in Section 4-17 and Section 4-328 of the Code of the City of Alpharetta. Please review these sections of the City Code prior to executing this document below.

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


Signature of Georgia Registered Land Surveyor

2350
Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.



NEAREST SCHOOL: ±4.224'
INTERNATIONAL CHARTER SCHOOL
OF ATLANTA
1335 NORTHMEADOW PKWY #100,
ROSWELL, GA 30076

NEAREST CHURCH: ±0.504'
THE NORTHVIEW CHURCH
1000 NORTHFIELD CT,
ROSWELL, GA 30076

NEAREST LIBRARY: ±8.976'
ALPHARETTA BRANCH
10 PARK PLAZA,
ALPHARETTA, GA 30009

NEAREST PARK: ±2.089'
WILLS PARK
11915 WILLS RD,
ALPHARETTA, GA 30009

NEAREST SINGLE FAMILY RESIDENCE: ±3.025'
100 WILLS LN,
ALPHARETTA, GA 30009

NEAREST SCHOOL BUS STOP: ±3.050'
WILLS LANE AT WILLS ROAD
ALPHARETTA, GA 30009

FOR PREMISES THAT ARE LOCATED OR PROPOSED TO BE LOCATED IN THE CENTRAL BUSINESS DISTRICT (AS DEFINED IN SECTION 1.4.2 OF THE UNIFIED DEVELOPMENT CODE), DISTANCE SHALL BE MEASURED FROM SUCH RESIDENCE, LIBRARY, PROPERTY LINE, PARK OR SCHOOL BUS STOP BY THE STRAIGHT LINE DISTANCE TO THE NEAREST PUBLIC SIDEWALK, STREET OR HIGHWAY, THEN ALONG SUCH SIDEWALK, STREET OR HIGHWAY BY THE NEAREST ROUTE TO THE FRONT DOOR OF THE PREMISES FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD. FOR PREMISES THAT ARE LOCATED OR PROPOSED TO BE LOCATED IN ALL OTHER AREAS OF THE CITY, DISTANCE SHALL BE MEASURED FROM SUCH RESIDENCE, LIBRARY, PROPERTY LINE, PARK OR SCHOOL BUS STOP BY THE STRAIGHT LINE DISTANCE TO THE POINT OF THE PREMISES NEAREST TO SUCH RESIDENCE, LIBRARY, PROPERTY LINE, PARK OR SCHOOL BUS STOP. (4-17-B CITY OF ALPHARETTA ORDINANCE)

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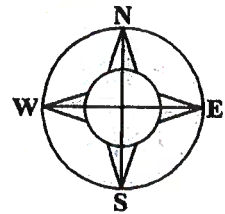
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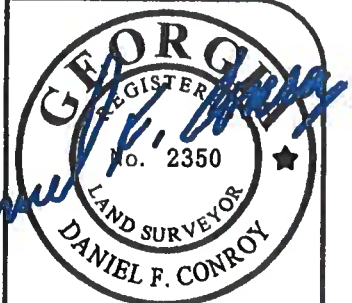


MAGNETIC
NORTH

SCALE: 1"= 250'

ALCOHOL SURVEY

PREPARED FOR: KAREN CHEN
D.B.A. VILLAGE BURGER
1497 ALPHARETTA HIGHWAY SUITE A,
ALPHARETTA, GA 30009
LAND LOT 597, 1ST TH DISTRICT, 2ND SECT
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA - 10/17/2023



FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

PROJECT
2618501

SHEET
1 OF 1



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 5, 2024

AGENDA ITEM:

Settlement Agreement: Travis Moya and Kami Moya

Settlement Agreement, Release of All Claims, and Indemnity Agreement between Travis Moya and Kami Moya, and the City of Alpharetta.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the Settlement Agreement, Release of All Claims, and Indemnity Agreement between Travis Moya and Kami Moya, and the City of Alpharetta.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Plaintiff, Defendants, and Insurer in this lawsuit desire to enter into this Agreement to provide, among other things, for consideration for the full, final, and complete settlement and discharge of all claims and causes of action against Defendants and Insurer that relate in any way to the Incident, on the terms and conditions set forth in the attached Agreement.

ALTERNATIVES:

Do not approve the aforementioned settlement agreement as part of the consent agenda and consider as a new business item.

ATTACHMENTS:

1. Settlement Agreement Travis Moya and Kami Moya

**SETTLEMENT AGREEMENT, RELEASE OF ALL CLAIMS, AND INDEMNITY
AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

I. RECITALS

A. This Settlement Agreement, Release of All Claims, and Indemnity Agreement (**the “Agreement”**) is a contractual agreement to compromise and settle and to finally terminate any further controversy in any and all claims of TRAVIS MOYA and KAMI MOYA arising from a 911 call response to Travis Moya’s residence, which resulted in the use of force against and arrest of Travis Moya by Michael Esposito, Joseph Frudden, and Christopher Benfield, who were then employees of the City of Alpharetta, Georgia on or about July 25, 2021 (**the “Incident”**).

B. TRAVIS MOYA (**“Plaintiff”**) brought a civil action against CITY OF ALPHARETTA, CITY OF ALPHARETTA POLICE CHIEF JOHN ROBISON (**“John Robison”**), ALPHARETTA POLICE LIEUTENANT R.A. SPLAWN (**“Andrew Splawn”**), ALPHARETTA POLICE OFFICER MICHAEL ESPOSITO (**“Michael Esposito”**), ALPHARETTA POLICE OFFICER J.J. FRUDDEN (**“Joseph Frudden”**), ALPHARETTA POLICE OFFICER CHRISTOPHER BENFIELD (**“Christopher Benfield”**) (**“Defendants”**), styled Travis Moya v. City of Alpharetta, City of Alpharetta Police Chief John Robison, Alpharetta Police Lieutenant R.A. Splawn, Alpharetta Police Officer Michael Esposito, Alpharetta Police Officer J.J. Frudden, Alpharetta Police Officer Christopher Benfield, in the United States District Court, Northern District of Georgia, Civil Action File No. 1:22-cv-02942-ELR (the **“Civil Action”**) seeking damages arising from the Incident. On September 27, 2023, the presiding judge in the Civil Action filed an Order granting Defendants’ dispositive motion and dismissing all of Plaintiff’s claims, which Order was appealed by Plaintiff to the Eleventh Circuit Court of Appeals and assigned docket number 23-13275 (the **“Appeal”**).

C. Tokio Marine HCC – Public Risk Group (“INSURER”), as liability carrier for Defendants, has provided a defense to the Civil Action on behalf of Defendants.

D. Plaintiff, Defendants, and Insurer (as insurer for the Released Parties, defined below) now desire to enter into this Agreement to provide, among other things, for consideration for the full, final, and complete settlement and discharge of all claims and causes of action against Defendants and Insurer that relate in any way to the Incident, on the terms and conditions set forth in this Agreement.

II. RELEASE AND DISCHARGE OF CLAIMS AND POTENTIAL CLAIMS

A. Plaintiff Travis Moya and his wife Kami Moya, for themselves and their past, present, and future agents, representatives, successors, assigns, heirs, and beneficiaries, (“Releasors”) hereby forever releases, discharges, and acquits Defendants the City of Alpharetta, Michael Esposito, John Robison, R. Andrew Splawn, Joseph Frudden, Christopher Benfield, and Insurer along with their past, present and future employees, agents, representatives, successors, assigns, heirs, elected and appointed officials, officers, directors, stockholders, partners, limited partners, departments, joint venturers, agents, representatives, employers, members, servants, volunteers, contractors, predecessors, successors, claim administrators, third-party administrators, insurers, re-insurers and attorneys (collectively, “Released Parties”), from all claims, suits, costs, debts, demands, actions, and causes of action, whether known or unknown, that Releasors had, have, or might have in the future against the Released Parties for all injuries and damages of whatsoever kind and nature arising out of the Incident.

B. This Agreement extinguishes all claims that Releasors had, have, or might have in the future against the Released Parties for, upon, or by reason of any economic or non-economic damage, cost, expense, loss, or injury, whether known or unknown, that may be traced either directly or

indirectly to the Incident, as now appearing or as may appear at any time in the future, related to the Incident, including, but not limited to, all claims, suits, costs, debts, demands, actions, and causes of action for personal or bodily injury to Plaintiff, pain and suffering, claims for the deprivation of the civil rights of Plaintiff under state or federal law, including, but not limited to, claims for costs and attorneys' fees under 42 U.S.C. §§ 1983, 1985, 1988, or otherwise, mental or emotional distress, medical, hospital, and other health care related expenses, any claim for loss of services or consortium, property damage, bad faith penalties, punitive and exemplary damages, attorney's fees, subrogation, and all other items of loss or damage which are, were, or could be vested in Releasors against the Released Parties, including, but not limited to, all claims arising out of the Incident that could have been asserted in any court of competent jurisdiction.

C. In executing this Agreement, Releasors acknowledge that the injuries, damages, and losses suffered by Releasors may not now be fully known and may be more numerous and/or more serious than now believed, that this Agreement is intended to be and is final with respect to the Released Parties, with Releasors acknowledging that the injuries and/or damages may prove to be more numerous and/or more serious than now believed, and that the words "injuries" and/or "damages" where used in this Agreement include, but are not limited to, all injuries and/or damages and all consequences of such injuries and damages now developed or which may hereafter develop, including but not limited to death.

III. AMOUNT TO BE PAID TO RELEASORS

At the express direction of the Releasors' attorney, and with Releasors' express approval, Insurer, on behalf of the Released Parties, will pay TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS by way of a check made payable to, "Stewart Miller Simmons Trial Attorneys f/b/o Travis and Kami Moya" in consideration for the full, final, and

complete settlement and discharge of all claims and causes of action against the Released Parties that relate in any way to the Incident.

IV. NO ADMISSION OF LIABILITY

This Agreement constitutes a settlement by compromise of a disputed claim or claims or potential claim or claims arising out of, related to, or in some way connected with the Incident and is intended by Releasors and the Released Parties to avoid further litigation and to buy their peace. Neither this settlement and compromise nor the payment of the sums set forth herein shall be construed as an admission of liability or wrongdoing by the Released Parties, all such liability and wrongdoing being expressly denied by them.

V. COVENANTS, REPRESENTATIONS, AND WARRANTIES

As an inducement for the Released Parties to enter into this Agreement, Releasors hereby covenants, represents, and warrants that:

A. At the time of the Incident, Plaintiff Travis Moya was over the age of eighteen (18) and was married to Kami Moya, who was over the age of 18;

B. Plaintiff Travis Moya and Kami Moya presently suffer from no legal disability that prevents them from having the capacity to enter and execute this Agreement, and they do, in fact, have the legal capacity, power, and authority to enter and execute this Agreement;

C. Releasors will be responsible for satisfying or resolving any and all liens, claims for reimbursement, claims for subrogation, or other claims asserted by healthcare providers, healthcare insurers or payors, attorneys, or any other individual or entity claiming that they are entitled to a recovery from the released party for services performed to or on behalf of Plaintiff or to the Releasors in connection with the Incident.

D. All healthcare-related, medical, psychological, psychiatric, social worker, dental, pharmacy, hospital, nursing home and physician practice charges and bills incurred for the treatment of injuries relating to or in any way connected with the Incident for which a settlement and compromise has been made have been fully paid or will be negotiated to a resolution and paid immediately upon receipt of the settlement proceeds of this compromise, and there are no other subrogation claims or liens by any insurance company, hospital, nursing home, physicians, psychologist, psychiatrist, social worker, employer, benefit provider, health maintenance organization, health benefit plan, preferred provider organization, or employee benefit plan or medical, psychological, psychiatric, social worker, dental, hospital, healthcare-related, pharmacy, disability, or workers' compensation benefits provided to Plaintiff that relate to or are in any way connected with the Incident;

E. Neither Plaintiff Travis Moya nor anyone acting on his behalf, has assigned, transferred, or sold, or purported to assign, transfer, or sell, to any person or entity any claim or potential claim, demand, action, cause of action, or right released by this Agreement;

F. Plaintiff Travis Moya and Kami Moya shall be and is solely responsible for payment of all their attorney's fees, expenses, court costs, and any taxes, penalties or interest which might ever apply of any nature whatsoever relating to the Incident and to this settlement, compromise, release, and termination of actual and potential claims.

G. Neither the existence of this Agreement nor any of its provisions shall be offered in evidence by Releasors in any action or proceeding other than an action to enforce this Agreement;

H. Plaintiff Travis Moya and Kami Moya have not been influenced to any extent whatsoever by any representation or statement of any representative of the Released Parties, and no

statement, representation, promise, or agreement of any nature whatsoever, other than those contained in this Agreement, has been made to or with him/her;

I. Before executing this Agreement, Plaintiff Travis Moya and Kami Moya has discussed its contents with his/her attorney and has fully informed him/herself of its contents;

J. Plaintiff Travis Moya and Kami Moya have relied solely upon their own judgment in entering into this Agreement, and they execute this Agreement with full knowledge of its contents and of their own free will and accord;

K. No other person has suffered any loss or has any derivative claims whatsoever, arising out of any injury or damage alleged to have been sustained by Plaintiff Travis Moya in connection with the Released Parties' alleged role in the Incident; and

L. Plaintiff Travis Moya and Kami Moya have not been debtors in any bankruptcy proceedings or filed for protection under the bankruptcy laws at any time between the date of the Incident and the execution of this Agreement.

VI. INDEMNITY AGREEMENT

A. It is understood and agreed that for the consideration set out above, Releasors stipulate and agree to defend, indemnify, and forever hold harmless the Released Parties against all known and valid claim or claims, action or actions, causes of action, damages, demand or demands that are related to or arise out of the medical or other treatment provided to Plaintiff Travis Moya or any damages alleged by Plaintiff (including attorney's fees, expert witness fees, court costs, costs of obtaining medical reports, and expenses of litigation) which may hereafter be brought or instituted against the Released Parties by any person or persons because of, or in any manner arising from, growing out of, or connected directly or indirectly with the Incident. Releasors waive all rights of exemption, both as to real and personal property, to which they may be entitled under the laws of the State of Georgia or

any other state as against such claims for reimbursement or indemnity. Releasors also waive all rights of exemption or stay available under the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

B. As part of this indemnity and hold harmless provision, Releasors expressly agree to defend, indemnify and hold harmless the Released Parties against any loss, demand, or actions (including attorneys' fees, expert witness fees, court costs, costs of obtaining medical reports, and litigation costs) that may hereafter or at any time be brought pursuant to the following:

1. Any medical, nursing home, physician, psychologist, psychiatrist, social worker, or hospital liens under Georgia law (see, for example, O.C.G.A. §44-14-470 through § 44-14-477);
2. Any lien on behalf of vocational rehabilitation services under Georgia law (see, for example, O.C.G.A. §49-9-14);
3. Any lien asserted by the Department of Community Health under Georgia law (see, for example, O.C.G.A. § 49-4-149);
4. Any attorneys' liens under Georgia law (see, for example, O.C.G.A. § 15-19-14);
5. Any claim asserted by any third-party administrator or other organization for subrogation which relate to or arise out of medical or other treatment provided to Travis Moya;
6. Any subrogation right asserted for federal medical assistance (see, for example, 42 U.S.C. § 1395(b)(1) or 42 U.S.C. § 1396(a)(25));
7. Any subrogation right asserted under the Medical Care Recovery Act, 42 U.S.C. §§ 2651 through 2653;
8. Any subrogation right, or any claim for reimbursement by the Georgia Department of Community Health pursuant to O.C.G.A. § 49-4-148, or otherwise;
9. Any claim for payment or reimbursement of the medical or hospital expenses of Plaintiff Travis Moya;

10. Any claim for payment or reimbursement of any loans, advances or other money funds provided to Plaintiff Travis Moya from any source with the use of the Civil Action or its potential proceeds as collateral, assurance or guarantee of repayment of the same;

11. Any lien asserted by the Georgia Department of Human Resources, Division of Child Support Services pursuant to O.C.G.A. § 19-11-18, or otherwise; and

12. Any lien asserted by the Veterans Administration; and

13. Any claim made by or on behalf of Releasors seeking to nullify, set aside, or in any way challenge this settlement.

C. It is understood and agreed that this indemnity obligation applies to any judgment rendered against the Released Parties on a claim for contribution or indemnity brought against the Released Parties arising out of any claim filed by Releasors or anyone on their behalf related to the Incident.

VII. FUTURE COOPERATION AND DISMISSAL

Releasors agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms. Specifically, Plaintiff hereby authorizes and directs his attorney to file a Dismissal with Prejudice of his Appeal in the Eleventh Circuit Court of Appeals. Plaintiff understands and agree that the filing of a Dismissal with Prejudice is a material term and condition of this Agreement.

VIII. MISCELLANEOUS

A. This Agreement was arrived at after thorough bargaining and negotiations, with the Parties having been represented by their respective attorneys throughout said bargaining and negotiations.

B. This Agreement contains the entire agreement and understanding of the Parties with respect to the settlement of those claims and potential claims provided for herein, supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement, and is binding upon the Parties and their agents, representatives, successors, assigns, and heirs.

C. This Agreement may not be modified, in whole or in part, except by written agreement signed by all the Parties.

D. The Parties hereby acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the claims being released by this Agreement and that, in such event, this Agreement shall nevertheless be effective and remain in force in all respects.

E. None of the Parties or their respective counsel makes any representation as to the tax consequences, if any, of the provisions of this Agreement.

F. The section headings are included solely for convenience of reference and, in the event of any conflict between any section heading and the text of this Agreement, the text shall control.

G. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing the Agreement.

H. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and without giving effect to the principles of conflicts of laws.

I. A waiver by any of the Parties of any breach of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or any subsequent breach by any of the Parties.

J. In the event of litigation relating to, arising out of, or connected with a breach of this Agreement, the prevailing party shall be entitled to recover all costs, expenses, and actual attorney fees incurred therein.

K. If a court of competent jurisdiction determines that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

L. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, and any of the Superior, State, or Magistrate Courts of Fulton County, Georgia have jurisdiction to resolve any disputes, breaches, or other problems which may arise out of this Agreement.

IX. AFFIDAVIT REQUIRED BY O.C.G.A. § 44-14-473

As further inducement to the Released Parties to enter into this Agreement, Releasors hereby agree, aver and warrant, as a condition precedent to the settlement of this matter, that there are no valid hospital liens and no claims by any other person, firm, corporation, and/or any other entity against the consideration referred to herein related to or arising out of any medical care to Plaintiff as a result of the Incident.

Plaintiff, who was a resident of the State of Georgia at the time of the Incident, states that pursuant to O.C.G.A. § 44-14-473, all bills for hospital, medical, psychiatric, psychological, social work, or other treatment rendered to Plaintiff as a result of the Incident have been waived, paid, compromised, will be paid or compromised upon receipt of the settlement proceeds of this compromise, and Plaintiff hereby directs and instructs her attorneys to pay and satisfy out of the settlement proceeds of this compromise any and all outstanding bills and/or liens for medical

treatment received by Plaintiff as a result of the incident. This sworn statement shall constitute the affidavit required under O.C.G.A. § 44-14-473.

X. WAIVER OF NOTICE REQUIRED BY O.C.G.A. § 33-24-41.2

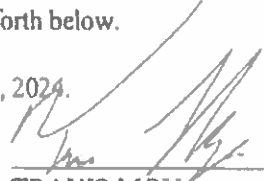
Plaintiffs acknowledge that this compromise settlement is in the amount of FIVE THOUSAND and NO/100 (\$5,000.00) DOLLARS or greater and that this acknowledgment waives the special notice required under O.C.G.A. § 33-24-41.2 of the payment by an insurer or its representative to them.

XI. NOTICE PURSUANT TO O.C.G.A. § 33-7-12

This Agreement is presented for execution without the prior written consent of some or all of the insured parties on whose behalf this Agreement is obtained. These parties are not precluded from the assertion of claims against the persons executing the Agreement as provided in O.C.G.A. § 33-7-12. The undersigned have also read the foregoing Notice prior to execution of the Agreement and understands the terms thereof.

Having carefully read this *Settlement Agreement, Release of All Claims, and Indemnity Agreement* in its entirety and having fully informed himself of and understanding its contents, Travis Moya and Kami Moya indicate their agreement and execute this Agreement of their own free will and accord by their signatures as of the date first set forth below.

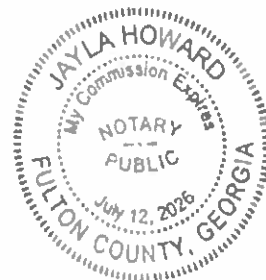
This 30th day of January, 2024.


TRAVIS MOYA

Sworn to and subscribed before me,

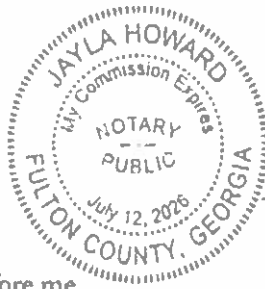
this 30th day of January, 2024.

Page 11 of 12



Notary Public
My Commission Expires:

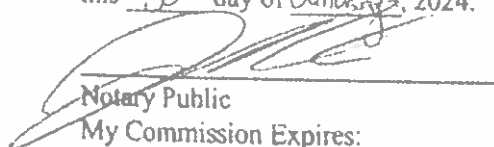
07/12/2026




KAMI MOYA

Sworn to and subscribed before me,

this 30th day of January, 2024.


Notary Public
My Commission Expires:

Acknowledged and Agreed to By

City of Alpharetta, Georgia

Jim Gilvin, Mayor

Attested to By:

Lauren Shapiro, City Clerk

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to Form:

Molly Esswein, City Attorney



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: January 29, 2024

AGENDA ITEM: PH-24-01 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – GOLF COURSE TREE REMOVAL/MINIMUM TREE CANOPY REQUIREMENTS

Consideration of text amendments to the Unified Development Code (UDC). Amend UDC Subsection 3.2.3 Tree Conservation, Landscape, and Buffer Requirements – Exemptions, to exempt golf courses from tree removal requirements and require a 60% minimum tree canopy.

This item was considered by the Planning Commission at the January 29, 2024 meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

ITEM DESCRIPTION:

Staff recommends changes to UDC Subsection 3.2.3 Exemptions, to exempt golf courses from the provisions of Section 3.2 Tree Conservation, Landscape, and Buffer Requirements and require a 60% minimum tree canopy. Specifically, the text amendment would exempt golf courses from the City's tree removal permit requirements, if the golf course maintains a tree canopy coverage of at least 60%. Changes would not apply to areas of the golf course developed with permanent structures, such as parking lots, clubhouse, lodging, guest services, etc. In addition, the change does not apply to trees in stream buffers and new land development.

If approved, golf courses will be required to maintain a tree canopy coverage of at least 60% versus calculating tree inches. 60% tree canopy is double the canopy required in the city for detached single-family residential lots. Staff is recommending the change because golf courses, although close to 100% pervious, can be impacted by moisture and shade with an overabundance of trees. Golf courses require the ability to manage the various shade and moisture tolerances of the different types of turf grasses around the playing surfaces (tee box, fairway, green). Golf courses also must manage the playability of the course. Trees can be natural obstructions on a golf course and their presence can make the course more difficult.

The City Arborist and Golf Course Manager currently maintain a tally of replacement plantings for the removal of specimen trees. This is handled per the code and replacement trees are currently required at three times the inches removed. However, since most of the removals are being accomplished for turf grass management and playability, it is difficult to find new locations for replacement plantings without impacting these two objectives. Typical commercial and/or residential sites are not removing large amounts of trees and incurring extensive replacement plantings. A typical commercial property is only removing trees that need to be removed for safety purposes. Any replacement trees are typically planted back in the same or a similar location to meet the code requirements such as parking lot island trees, landscape strip trees, or minimum tree density. The Golf Club of Georgia is currently at 62% canopy coverage and a 60% requirement would maintain tree canopy.

ATTACHMENTS:

- Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE III OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO TREE CONSERVATION, LANDSCAPE, BUFFER REQUIREMENTS – EXEMPTIONS; 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 III 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 III, Subsection 3.2.3 titled “Exemptions” 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 Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit “A”

3.2.3 Exemptions.

- A. The following shall be exempt from the provisions of this section:
1. The removal of trees with a Permit.
 2. The removal of trees from horticultural properties such as farms, nurseries or orchards. This exception shall not be interpreted to include timber harvesting incidental to development of the land;
 3. The necessary removal of trees by a utility company within dedicated utility easements;
 4. The removal of trees on public rights-of-way conducted by, on behalf of, or any activity pursuant to work to be dedicated to, a federal, state, county, municipal or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-way;
 5. The removal of trees from lakes and detention ponds, and drainage easements, unless specifically planted to be part of the stormwater system; or
 6. The removal of any tree which is dead or has become or threatens to become a danger to human life or property;
 7. The removal of trees from golf courses that maintain a tree canopy coverage of at least 60%. This exemption shall not apply to development of land, or areas previously improved as clubhouse, lodging, guest services, parking lots, or other similar improvements, or removal of trees in buffers and landscape strips. However, replacement plantings shall be required where any deficient landscape strips or buffers exist. A master tree removal plan shall be required for arborist approval. The plan may be updated, and removals shall include circumstances for removal that include one of the following:
 - a. Turf grass management for existing course
 - b. Course playability/obstruction
 - c. Safety
- B. Notwithstanding the foregoing, all reasonable efforts shall be made to save specimen trees and trees of quality, and tree groupings.
- C. Nothing in this section shall be deemed to authorize, directly or indirectly, the removal of a tree from the Georgia 400 Tree Protection Zone or any buffer.

(Ord. No. 739 , 5-1-2017)



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: February 5, 2024

AGENDA ITEM:

Ordinance: Fiscal Year 2024 Mid-Year Budget Amendment

Second Reading

The first reading of this item occurred during the January 29, 2024 City Council Meeting and Public Hearing.

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2024 Budget for certain funds of the City of Alpharetta, Georgia appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

STAFF RECOMMENDATION:

Adopt an Ordinance (Second Reading) of the Mayor and Council of the City of Alpharetta, Georgia to adopt a Fiscal Year 2024 Mid-Year Budget (attached as Exhibit A).

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:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

The purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2024 Mid-Year Budget Amendment which amends the base budget, as adopted by the City Council, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

Initiatives are discussed in detail within the attached FY 2024 Mid-Year Budget Requests (Exhibit A).

Since the 1st reading of this Ordinance, staff has included one additional request. Specifically, the inclusion of a request totaling \$6,500 within the Series 2022 Parks Bond Fund for the removal/disposal of an underground fuel drum that was found as part of the grading of the Waters Road Park site. Exhibit A provides more detailed information concerning this request.

ALTERNATIVES:

ATTACHMENTS:

- 2024 Budget Amendment Ordinance
- Exhibit A (2024 Budget Amendment Ordinance)

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2024 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2024 budget amendment to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2024 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2024 budget amendment for these certain funds for the fiscal year 2024; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of February 2024.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2024
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2024 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2024 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2024 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
Fiscal Year 2024			
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 34,402,000	\$ (105,670)	\$ 34,296,330
Tax Allocation District #2 Increment	-	105,670	
Local Option Sales Taxes	22,100,000	-	22,100,000
Other Taxes	12,300,150	-	12,300,150
Insurance Premium Taxes	5,550,000	287,570	5,837,570
Licenses and Permits	3,394,500	-	3,394,500
Intergovernmental Revenue	165,548	-	165,548
Charges for Services	1,571,050	-	1,571,050
Recreation/Special Event Fees (existing)	3,127,450	(133,050)	2,994,400
Recreation/Special Event Fees (mid-year)	-	403,300	403,300
Fines and Forfeitures	3,143,250	-	3,143,250
Investment Earnings	650,000	-	650,000
Other/Miscellaneous	310,161	-	310,161
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,581,250	-	3,581,250
Budgeted Fund Balance	10,547,818	-	10,547,818
Total Revenues	\$100,843,177	\$ 557,820	\$101,295,327
Expenditures by Department:			
Mayor and City Council	\$ 399,354	\$ -	\$ 399,354
City Administration	2,162,007	17,147	2,179,154
City Election	407,359	(407,090)	269
Finance	3,970,688	28,150	3,998,838
City Attorney	1,200,000	-	1,200,000
Information Technology	2,766,496	25,620	2,792,116
Human Resources	929,316	42,000	971,316
Municipal Court	1,222,688	-	1,222,688
Public Safety	40,195,439	-	40,195,439
Public Works	10,690,132	114,800	10,804,932
Recreation, Parks and Cultural Services	13,651,234	360,990	14,012,224
Community and Economic Development	5,010,278	-	5,010,278
subtotal	\$ 82,604,991	\$ 181,617	\$ 82,786,608
General Government:			
Insurance Premiums	\$ 928,885	\$ -	\$ 928,885
Gwinnett Tech Bond (P&I)	287,490	-	287,490
Transfer to Capital Project Fund	12,392,818	-	12,392,818
Transfer to Stormwater Capital Fund	3,950,000	-	3,950,000
Transfer to TAD #2 Fund	-	105,670	105,670
Contingency	678,993	270,533	949,526
subtotal	\$ 18,238,186	\$ 376,203	\$ 18,614,389
Total Expenditures	\$100,843,177	\$ 557,820	\$101,400,997

Fiscal Year 2024 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2024 Budget Amendment.

City Administration

Initiative: **City Administrator Employment Contract (relocation expenses)**

Funding Request: \$17,147 (FY 2024; one-time funding)

This request is to provide funding for relocation expenses as allowed under the terms of the employment contract between the City of Alpharetta and Christopher J. Lagerbloom (City Administrator).

Initiative: **City Election (reallocate unused appropriations)**

Funding Reduction: \$407,090 (reallocate to Contingency and other uses identified herein)

The City cancelled the General Municipal Election that was to occur on November 7, 2023 as the respective candidates qualified for office and were unopposed. Only minor expenses were incurred for advertisement requirements. All remaining funding is being reallocated to the initiatives set forth herein and augmenting the Contingency account.

Finance

Initiative: **Timekeeping terminals (NOVAtime migration to Kronos)**

Funding Request: \$28,150 (FY 2024; one-time funding)

This request is to provide funding for the purchase of 10 biometric timekeeping terminals to be used at Public Works (qty: 2) and Recreation facilities (qty: 8). Specifically, the City's timekeeping software, NOVAtime, was acquired by Kronos back in 2021. At that time, NOVAtime was anticipated to remain as a standalone timekeeping software. However, the City was recently notified that NOVAtime is being phased-out over the next several years in favor of Kronos. Staff believes the City will experience a net gain in functionality from the move to Kronos.

Along with the functionality gains, Kronos commands a higher annual software maintenance fee (generally \$6,000 to \$8,000 more) than NOVAtime. That said, as the City is intending to migrate early, all implementation fees will be waived and annual software maintenance fees will be locked-in at the current rate structure through August 2029. The only additional expenses to be incurred by the City for this software migration is the need for replacement timekeeping terminals.

Information Technology

Initiative: **ESRI ArcGIS Pro Migration Training Class (onsite; two-days)**

Funding Request: \$25,620 (FY 2024; one-time funding)

ESRI has ended the product support and updates for the ArcDesktop product line (ArcMap/ArcCatalog). The replacement product is ArcGIS Pro. There are large differences between the old and new products, which will require significant training. ESRI has introduced an in-person training class that runs for two days. ESRI will travel onsite, bring all equipment needed for the lab environment, set it up, and conduct all the training. The cost of this onsite training session is \$25,620. There is only room for 16 attendees in the class. As such, attendees will be included from each pertinent department so they can train others within their department as needed.

Fiscal Year 2024 Budget Amendment Requests

Human Resources

Initiative: GovInvest Live Compensation Software

Funding Request: \$42,000 (FY 2024); \$37,000 annualized (FY 2025 and beyond)

GovInvest Live Compensation Software provides a customized compensation benchmarking tool to assist in the analysis of labor market competitiveness, hiring, and retention. This software will allow the City to benchmark against relevant agencies with ease and manage all supporting data in one place. By leveraging the algorithm to compare job duties rather than solely job titles, we can significantly enhance our ability to effectively manage compensation, make informed decisions driven by data, ensure fairness across the organization, and better prepare for both budgeting and workforce planning.

Key features of the Live Compensation Software include:

- Real-time Compensation Data: The software provides current compensation data, ensuring that public sector agencies always have access to the latest information possible.
- Comparator Analysis: The application includes tools that make it easy and visual to benchmark compensation against relevant public sector agencies of comparable size.
- Equity Assessment: Provides advanced analytics and reporting to help identify and address any compensation gaps amongst job classifications.

FY 2024 costs include \$35,000 (on-going and subject to annual inflationary growth) for the maintenance/support fees and \$7,000 (one-time) for implementation (\$42,000 total).

Upon approval of this request, the FY 2025 preliminary operating budget would be programmed to include funding for this initiative (maintenance/support fees) at an annualized \$37,000 appropriation level.

Public Works

Initiative: Household Hazardous Waste Collection (Spring 2024)

Funding Request: \$35,000 (FY 2024 and beyond)

This request is to provide funding for an additional Household Hazardous Waste Collection event in Spring 2024. These events provide an environmentally proper recycling and disposal method for household hazardous wastes and paints to residents of Alpharetta. Its purpose is to prevent these materials from entering waterways, septic systems, landfills, sewers, and groundwater. There are very limited options locally for disposing/recycling of these types of materials.

The FY 2024 adopted budget includes \$40,000 within the Solid Waste Fund for this purpose. This funding level approximates the City's spending patterns for these events over the last 5-years (# of events hosted varied by year). However, recent quotes coupled with community usage estimates indicate that additional funding will be needed to conduct a second event. The Solid Waste Fund does not have sufficient resources to cover the additional event in FY 2024 which is why the funds are being requested through the General Fund.

The Finance Department will seek to program additional funding within the FY 2025 Solid Waste Fund preliminary operating budget to cover the increased funding needs of the Household Hazardous Waste Collection event.

Fiscal Year 2024 Budget Amendment Requests

Initiative: **Repair and Maintenance Operational Funding**

Funding Request: \$48,000 (FY 2024; one-time funding)

City Hall HVAC (\$34,000) - During July 2023, the City provided funding totaling \$131,007 for replacement of the City Hall HVAC system. This replacement funding was provided through the General Fund contingency line item.

However, additional resources totaling \$34,000 (rounded) were dedicated to maintenance/triage of the existing City Hall HVAC system by multiple vendors while the replacement system was being constructed. Services provided included constant monitoring and cleaning of the loop system, strainers, etc. This request is to reimburse the repair and maintenance account for the one-time City Hall HVAC maintenance funds expensed in FY 2024 so that needed resources are available to cover general repair and maintenance needs for City Hall.

Fire Station 84 Gas Leak Repair (\$14,000) – In January 2024, a gas leak was discovered at FS 84 within the service line. Atlanta gas light (AGL) was notified and confirmed multiple leaks at their meter and the City's service line. AGL repaired their meter leaks but for safety reasons shut off the gas to FS 84 until the issues with the service line were resolved. The City worked with a plumbing contractor to assess the gas service lines and it was determined that a full gas line replacement was needed. This repair was done in the most feasible manner which involved running new aerial gas lines to the Station. In completing this repair work, it was found that other service systems have been impacted including a water heater that now needs replacement (specifically, the shutting on/off of natural gas impacted the water heater which would no longer ignite). Total cost for this scope approximates \$14,000.

Initiative: **Fulton County Animal Control IGA**

Funding Request: \$31,800 (FY 2024; additional ongoing funding)

The new IGA for Animal Control services from Fulton County went into effect on January 1, 2024. Cost estimates under the previous IGA were estimated at \$100,000 annually and depended upon relative calls for service amongst the participating agencies. Cost estimates under the new IGA are estimated at \$190,606 annually and, again, will be based upon relative calls for service amongst the participating agencies.

The Current FY 2024 Budget includes \$100,000 for Fulton County Animal Services. The additional funding needed for the 6-month period of January through June totals \$45,303. It should be noted that actual costs under the current IGA are trailing budget (\$11,500 for the 3-month period ending September 30, 2023, as opposed to the \$25,000 budget allotment) so additional funding request for the current year has been reduced accordingly. The FY 2025 preliminary operating budget will be programmed to include the full forecasted Animal Control IGA costs.

Fiscal Year 2024 Budget Amendment Requests

Recreation, Parks, and Cultural Services

Initiative: Taste of Alpharetta Event (fully funding revenue/expense needs)

Net Funding Source: \$99,510 (\$300,000 revenue; \$200,490 additional expenses)

Background - 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).

FY 2024 - The FY 2024 Budget was built upon the Outsourced Vendor contract terms, including the removal of the contribution. As such, the original FY 2024 Budget included only those certain expenses historically covered by the City, such as trash service, electrical service, barricade rentals, PS team overtime, etc. and totaled \$108,640. An additional allocation of \$70,000 was approved by the City Council on November 27, 2023, to fund TOA Event Management services.

	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)

This request involves full appropriation of the remaining event resources including revenues (\$300,000) and expenses (\$200,490). The FY 2025 preliminary operating budget will be programmed to include the full forecasted operational needs of the TOA Event.

Initiative: Farmers Market Event (operational funding)

Funding Request: \$12,000

This request is to cover additional waste management (dumpster rentals) expenses due to increased participation of vendors as the reputation and popularity of the event has grown.

The FY 2025 preliminary operating budget will be programmed to include the full forecasted operational needs of the Farmers Market Event.

Fiscal Year 2024 Budget Amendment Requests

Initiative: Cultural Services Operational Funding

Net Funding Request: \$0 (\$46,300 additional revenue; \$46,300 additional expenses)

This request will provide art instruction, workshops, classes and learning opportunities to residents of all ages. Request details include:

- Arts Center & Log Cabin Camps (\$19,400): The Division is adding camp offerings at the Arts Center and Log Cabin and will need funding to offset expenses.
- Arts Center Class Instruction (\$26,900): This request is to cover forecasted program registration growth through year-end.

The expenses identified above will be fully offset through anticipated growth in Arts Camp Program Fees (\$19,400) and Arts Program Fees (\$26,900).

Initiative: Parks Services Operational Funding

Funding Request: \$43,200

This request is to cover multiple initiatives including partial-year expenses for new parks (Water Road, Mid-Broadwell Road), new segments of the AlphaLoop, as well as other operational needs for the Parks Services Team including:

- Old Rucker Park and Farm (\$7,800): Funding to cover new expenses for the Farm including janitorial services to clean the house (approx. 7 months) and landscape maintenance for the area inside the garden fence (approx. 6 months).
- Waters Road Park/Mid Broadwell Road Park (\$14,000): Funding to cover maintenance (janitorial, landscaping, etc.), utilities, and supplies for the new Waters Road Park (est. Spring 2024 opening) as well as utilities and supplies for the new Mid-Broadwell Road Park.
- AlphaLoop (\$3,400): Funding to cover expenses for the new AlphaLoop segment (approx. 1-mile) including landscape maintenance (approx. 3 months).
- Equestrian Center shavings (\$15,000): Funding to cover additional needs for shavings based on expense trends coupled with forecasted expenditures through year-end.
- Innovation Academy (\$3,000): Funding to cover the addition of internet service to the maintenance office.

The FY 2025 preliminary operating budget will be programmed to include the forecasted operational needs of the new parks and AlphaLoop segments.

Initiative: Community Center Operational Funding (Recreation Services)

Net Funding Request: \$0 (\$40,000 additional revenue; \$40,000 additional expenses)

The request will provide benefits to the community and our participants. Request details include:

- Rhythm N Shoes (\$20,000): Based on projections on winter enrollments and averages for spring and summer programming, an estimated \$20,000 is needed to fund existing program needs above current FY 2024 budget appropriations.
- Specialty Programs (\$20,000): \$20,000 is requested to cover the projected shortage for June 2024 camp sessions for PlayWell Teknologies. The provider is offering (6) additional camps in May/June 2024 with an average enrollment of 24 participants.

The expenses identified above will be fully offset through anticipated growth in Community Center Fees (\$40,000).

Fiscal Year 2024 Budget Amendment Requests

Initiative: **Athletics and Will Park Recreation Center Operational Funding (Recreation Services)**

Net Funding Request: \$2,000 (\$17,000 additional revenue; \$19,000 additional expenses)

Providing new, in-demand programs for the community is vital to ensuring the city always offers relevant and appealing recreational activities for its residents. In addition, inflation occurs, and staff must navigate how to continue to provide popular programs despite growing costs. Additional funding ensures we do not lose participants (and therefore revenue) for popular programs that could otherwise experience negative impacts from lack of funding. Request details include:

- Athletics Professional Services (\$17,000): Funding to cover the projected shortage for winter, spring, and summer tennis classes and camps. Increased winter enrollment and anticipated increases in spring and summer enrollment has prompted this request.
- Athletics General Supplies (\$2,000): Funding to replace aging basketball equipment and supplies to include but not limited to basketballs, hoop netting, etc.

The expenses identified above will be partially offset through anticipated growth in Athletics Fees (\$17,000) leaving a net funding requirement of \$2,000.

General Government

Initiative: **Accounting for Tax Allocation District #2 (TAD #2)**

Funding Source: \$105,670 (existing TAD #2 Increment Revenue collections)

Funding Request: \$105,670 (Transfer to the TAD #2 Fund)

This request is to account for Tax Allocation District #2 which incurred redevelopment costs totaling \$105,670. Additionally, this request formalizes the entries by recording the resources within the TAD #2 Fund.

Initiative: **Increase in Contingency**

Funding Request: \$270,533

The increase in Contingency is funded through the reallocation of City Election funding and discussed in detail under the initiative entitled "Initiative: City Election (reallocate unused appropriations)" and netted against the revenue adjustments set forth herein (e.g., increase for Insurance Premium Taxes and reductions in existing Parks and Recreation) as well as the remaining expenditure funding requests set forth herein.

Fiscal Year 2024 Budget Amendment Requests

Tax Allocation District #2 Fund

This Fund accounts for the tax increment and associated redevelopment costs for Alpharetta's Tax Allocation District #2. The budgetary legal level of control resides at the project level.

TAX ALLOCATION DISTRICT (TAD) #2 FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Existing TAD #2 Increment Revenue Collections (Transfer-in from General Fund)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670
Expenditures by Project:				
North Point Parkway Improvements (reimbursement to Capital Grant Fund for eligible TAD #2 expenses)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670

General Government

Initiative: Accounting for Tax Allocation District #2 (TAD #2)

Funding Source: \$105,670 (existing TAD #2 Increment Revenue collections; Transfer from the General Fund)

Funding Request: \$105,670 (Reimbursement to Capital Grant Fund for eligible TAD #2 expenses)

This request is to account for Tax Allocation District #2 which incurred redevelopment costs totaling \$105,670. Additionally, this request formalizes the entries by recording the resources within the TAD #2 Fund.

Specifically, costs incurred for the North Point Parkway Improvements project meet the TAD #2 eligible uses criteria which includes:

“... capital costs of public improvements, including but not limited to, infrastructure to entice a multi-oriented land use pattern, pedestrian and bicycle specific infrastructure, public green space and/or pedestrian connections, and stormwater utility infrastructure that will allow for and promote greater development.”

This request includes a reimbursement to the Capital Grant Fund from TAD #2 increment for costs incurred as part of the North Point Parkway Improvements project.

Fiscal Year 2024 Budget Amendment Requests

Capital Grant Fund

This fund accounts for resources received from federal, state, and local grants awarded to the city. Matching funds, which represent the city's financial investment, are also recorded within this fund. This fund accounts for capital grants only. Operating grant proceeds are recorded within the Operating Grant Fund. The budgetary legal level of control resides at the project level.

CAPITAL GRANT FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
North Point Parkway Improvements reimbursement (Transfer-in from TAD #2 Fund)		\$ -	\$ 105,670	\$ 105,670
Net Budget Adjustments		\$ -	\$ 105,670	\$ 105,670
Expenditures by Project:				
Non-Allocated (TAD #2 Fund - North Point Parkway Improvements reimbursement)		\$ (24,859)	\$ 105,670	\$ 80,811
Net Budget Adjustments		\$ (24,859)	\$ 105,670	\$ 80,811

General Government

Initiative: Accounting for Tax Allocation District #2 (TAD #2)

Funding Source: \$105,670 (Reimbursement from the TAD #2 Fund for eligible TAD #2 expenses)

Funding Request: \$105,670 (Reimbursement deposited into Non-Allocated for future appropriation by the City Council)

This request is to account for Tax Allocation District #2.

TAD #2 incurred redevelopment costs totaling \$105,670 and the requests set forth herein (General Fund and TAD #2 Fund) formalizes the entries by recording the resources within the TAD #2 Fund.

This request represents the final entry in dissolving TAD #2 and includes a reimbursement to the Capital Grant Fund for costs incurred as part of the North Point Parkway Improvements project and allocates that reimbursement into the Non-Allocated account for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
City of Milton Contribution (Mayfield Park demolition of structures)	\$ -	\$ 65,000	\$ 65,000
Investment Earnings	150,000	275,000	425,000
Net Budget Adjustments	\$ 150,000	\$ 340,000	\$ 490,000
Expenditures by Project:			
Public Works			
Waters Road Bridge (GDOT Local Bridge Replacement Project)	\$ -	\$ 100,000	\$ 100,000
Recreation, Parks and Cultural Services			
Mayfield Park (demolition of structures; split funded with the City of Milton)	-	130,000	130,000
Shade Structures (Webb Bridge Park)	-	24,660	24,660
General Government			
Business Recovery Program	100,000	(100,000)	-
Non-Allocated	3,470,010	185,340	3,655,350
Net Budget Adjustments	\$ 3,570,010	\$ 340,000	\$ 3,910,010

Public Works

Initiative: Waters Road Bridge (GDOT Local Bridge Replacement Project)

Funding Request: \$100,000

The Georgia Department of Transportation (GDOT) has a bridge replacement program through their office. Specifically, GDOT receives federal funds to design and construct the replacement of bridges throughout the state that meet the necessary requirements. The City and GDOT have identified the Water's Road Bridge as an eligible project.

The Waters Road Bridge is safe to traverse. That said, GDOT is being proactive and looking to replace the bridge before any significant weight reduction would occur. GDOT has allocated \$1M towards design, \$1.46M towards ROW, \$80k for utility relocations, and \$3.3M for construction. All in all, GDOT is funding \$5.8M towards the Waters Road bridge replacement. The City's portion totals \$100k to be used towards the ROW phase.

The project is currently on schedule and set to be bid out in FY 2025. The City will need to execute a Memorandum of Agreement with GDOT along with the \$100k appropriation referenced herein before GDOT can proceed with the bidding. The Waters Road bridge is more complicated than

Fiscal Year 2024 Budget Amendment Requests

most because a temporary bridge will be constructed to the south which will enable Alpharetta residents along Waters Road to utilize Waters Road and not have to go through a long detour. Also included in the design of the project are 5' wide sidewalks with a 2' buffer between the vehicular lane and the sidewalk. The bridge will be raised several feet to meet FEMA requirements and raising the bridge will also minimize the steepness of Water Road.

Recreation, Parks, and Cultural Services

Initiative: **Mayfield Park (demolition of structures) – split funded with the City of Milton**

Funding Request: \$130,000 (\$65,000 funded by Alpharetta; \$65,000 funded by Milton)

This request is for funding to complete the demolition and removal of structures located on the Mayfield Park parcels. Specifically, the City is planning to proceed with the abatement and demolition of approximately (19) structures, including (3) 1-story houses, on 11.6 acres (Mayfield Park = 1470 Mayfield Road, 1480 Mayfield Road, and 1490 Mayfield Road). The work would include the demolition and removal of the existing houses and associated structures, abatement services, erosion control measures, including backfilling, placement of topsoil, and permanent seeding, site clean-up, and stabilization for the impacted properties. Future plans for the properties include the development of a park for the residents of Alpharetta and Milton.

This request totals \$130,000 and is proposed to be split funded between the City of Alpharetta and the City of Milton (\$65,000 each).

Initiative: **Webb Bridge Park Shade Structure (reimbursement)**

Funding Request: \$24,660

The Department reprioritized existing park improvement funding to replace 8 shade structures at Webb Bridge Park (fields A-D) as part of the dugout expansion project that is being completed in partnership with the Alpharetta Youth Baseball Association. This request is to reimburse that funding to enable the department to achieve the original intended uses (e.g., maintaining/replacing broken concrete sections leading to and around buildings at North Park, Webb Bridge Park, and Wills Park).

General Government

Initiative: **Business Recovery Program**

Funding Reduction: (\$100,000)

Under an IGA with Fulton County representing the CARES Act (Coronavirus Aid, Relief, and Economic Security Act) Municipal Reimbursement Program, the City received its full allocable share of \$2,804,182. This funding was designed to support cities located within the County that were not eligible to receive CARES Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19. Costs were submitted to the County supporting the eligibility for reimbursement by Finance. The resulting reimbursement proceeds were unrestricted and able to be used for any governmental purpose. Specific uses included the Covid-19 Vulnerable Population Program (\$280,000 in appropriations which was fully spent) and Business Recovery Program (\$150,000 in appropriations with \$50,000 spent leaving a balance of \$100,000). This request is to reallocate the remaining \$100,000 from the Business Recovery Program into Non-Allocated for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

Initiative: Increase in Non-Allocated

Funding Request: \$185,340

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances and reduced for the initiatives detailed herein. Balances within the Non-Allocated account are available for future appropriation by the City Council.

Stormwater Capital Project Fund

This fund accounts for stormwater/drainage maintenance, repair, and/or improvements. The budgetary legal level of control resides at the project level.

STORMWATER CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ 50,000	\$ 120,000	\$ 170,000
Net Budget Adjustments	\$ 50,000	\$ 120,000	\$ 170,000
Expenditures by Project:			
Non-Allocated	\$ 165,636	\$ 120,000	\$ 285,636
Net Budget Adjustments	\$ 165,636	\$ 120,000	\$ 285,636

General Government
Initiative: Increase in Non-Allocated

Funding Request: \$120,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

TSPLOST-I Capital Project Fund

This fund accounts for the collection of T-SPLOST 1 (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax was imposed for the period of April 1, 2017, through March 31, 2022. The budgetary legal level of control resides at the project level.

TSPLOST-I CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 1,650,000	\$ 1,650,000
Net Budget Adjustments	\$ -	\$ 1,650,000	\$ 1,650,000
Expenditures by Project:			
Non-Allocated	\$ 1,872,721	\$ 1,650,000	\$ 3,522,721
Net Budget Adjustments	\$ 1,872,721	\$ 1,650,000	\$ 3,522,721

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$1,650,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

TSPLOST-II Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax is imposed for the period of April 1, 2022, through March 31, 2027. The budgetary legal level of control resides at the project level.

TSPLOST-II CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 690,000	\$ 690,000
Net Budget Adjustments	\$ -	\$ 690,000	\$ 690,000
Expenditures by Project:			
Public Works			
Kimball Bridge Road Widening (Tier-2)	\$ -	\$ 500,000	\$ 500,000
Non-Allocated	381,095	190,000	571,095
Net Budget Adjustments	\$ 381,095	\$ 690,000	\$ 1,071,095

Public Works

Initiative: Kimball Bridge Road Improvements (lighting and associated right-of-way)

Funding Request: \$500,000

The Kimball Bridge Road Improvements project consists of widening Kimball Bridge Road between the Verizon and Georgia Power driveways, on the west side of North Point Parkway, to provide a 4-lane section with appropriate pedestrian and bicycle facilities. Costs for this project total in excess of \$1 million and is being funded and managed by True North 400.

Alpharetta is responsible for the purchase and installation of street lighting (and associated right-of-way) along the project boundaries which is estimated at \$500,000.

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$190,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances and reduced for the initiative detailed herein. Balances within the Non-Allocated account are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

Series 2022 Parks Bond Fund

This Fund accounts for the proceeds and associated expenditures resulting from the issuance of Series 2022 voter approved general obligation bonds which funded projects focused on improving park amenities. The budgetary legal level of control resides at the project level.

SERIES 2022 PARKS BOND FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ -	\$ 1,400,000	\$ 1,400,000
Net Budget Adjustments	\$ -	\$ 1,400,000	\$ 1,400,000
Expenditures by Project:			
Recreation, Parks and Cultural Services			
Waters Road Park (fuel drum removal)	\$ 1,025,295	\$ 6,500	\$ 1,031,795
Non-Allocated	1,151,624	1,393,500	2,545,124
Net Budget Adjustments	\$ 2,176,919	\$ 1,400,000	\$ 3,576,919

Recreation, Parks and Cultural Services

Initiative: Waters Road Park (fuel drum removal)

Funding Request: \$6,500

While completing the grading for the Waters Road Park, an old diesel fuel tank was discovered underground. Staff had no prior knowledge of this tank. The contents must be safely removed, and the tank excavated and hauled off with the site backfilled and graded. Costs for removal of the tank and associated site work total \$6,500.

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$1,393,500

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

Impact Fee Fund

This fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (recreation/parks, streets, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

IMPACT FEE FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Impact Fees (Parks)	\$ 49,057	\$ 231,000	\$ 280,057
Impact Fees (Roads)	-	151,000	151,000
Impact Fees (Public Safety)	-	16,000	16,000
Net Budget Adjustments	\$ 49,057	\$ 398,000	\$ 447,057
Expenditures by Project:			
Impact Fees Non-Allocated (Parks)	\$ -	\$ 231,000	\$ 231,000
Impact Fees Non-Allocated (Roads)	27,367	151,000	178,367
Impact Fees Non-Allocated (Public Safety)	148,329	16,000	164,329
Net Budget Adjustments	\$ 175,696	\$ 398,000	\$ 573,696

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$398,000

The increase in Non-Allocated is funded through the appropriation of impact fees received for each system improvement category. Balances within the Non-Allocated account are available for future appropriation by the City Council.

Fiscal Year 2024 Budget Amendment Requests

Assets Forfeiture Fund (DEA)

The DEA Fund accounts for revenues received from the enforcement of drug laws and the confiscation of property from drug offender's arrests that can be used by public safety to aid in drug enforcement activity. The budgetary legal level of control resides at the department level (Public Safety) for operations/minor capital and project level for targeted initiatives.

ASSETS FORFEITURE FUND (DEA)				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2024		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Asset Forfeiture		\$ -	\$ 40,379	\$ 40,379
Net Budget Adjustments		\$ -	\$ 40,379	\$ 40,379
Expenditures by Project:				
Non-Allocated		\$ 161,077	\$ 40,379	\$ 201,456
Net Budget Adjustments		\$ 161,077	\$ 40,379	\$ 201,456

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$40,379

The increase in Non-Allocated is funded through the appropriation of asset forfeiture collections. The balance within the Non-Allocated account is available for future appropriation by the City Council.



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: February 5, 2024

AGENDA ITEM:

Fiscal Year 2024 Task Order Funding Award: City-Wide Stormwater Pipe Lining to IPR Southeast, LLC
Consideration of approval to award funds in an amount not to exceed \$1,109,096.42 to IPR Southeast, LLC for stormwater pipe lining through the City, pursuant to the August 23, 2021 On-Call Storm Pipe Lining Services Contract by and between the IPR Southeast, LLC and the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of funds in an amount not to exceed \$1,109,096.42 to IPR Southeast, LLC for stormwater pipe lining through the City, pursuant to the August 23, 2021 On-Call Storm Pipe Lining Services Contract by and between the IPR Southeast, LLC and the City of Alpharetta, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: 1,109,096.42

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$1,109,096.42

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair.

During routine inspections of the City's stormwater pipe conveyance infrastructure, the condition of the pipes is evaluated and ranked. Based on that ranking, work orders are entered into the Public Works Asset Management System for repairs. City-maintained pipes and structures are inspected on a 5-year cycle.

Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost-effective way of making repairs while minimizing the impact on our residents, roads, and parking lots.

On March 15th, 2021, the City approved two 5-year pipe lining contracts, one with IPR Southeast and a second with Utility Asset Management (UAM). Each contract is for a specific variation of pipe lining. A contract was formally executed with IPR Southeast on August 3, 2021 for On Call Pipe Lining Services throughout the City of

Alpharetta. IPR Southeast primarily handles pipes 36" in diameter and smaller, while UAM handles much larger pipes through a method called spin casting. The contracts allow the City to follow-up our inspections by making the necessary repairs prior to the pipe reaching failure. Pricing was received and scored as part of the RFP process. The other component was technical knowledge. Utilizing the vendors' submitted pricing, below is a breakdown of what cost would be from each vendor that submitted utilizing the pipe sizes, lengths, and locations. Cost per each work order takes into account the number of inversions, pipe diameter, length of the pipe, and thickness of the pipe.

IPR Southeast, LLC	\$ 1,109,096.42
Granite Inliner Construction, LLC	\$ 1,351,473.55
Coastal Gunit Construction, LLC	\$ 1,534,481.90
Vortex Services, LLC	\$ 1,555,732.85

Included in each of the line item costs above is a factor of 12% to cover bonds, insurance, and point repairs to pipes before lining occurs. The point repairs are necessary since every pipe is not inspected between the time of the initial inspection and when work occurs. Without accomplishing the point repairs before lining, the lining material would not last as long and additional maintenance will need to occur sooner than planned. Adding the 12% to the line item bid brings IPR's cost to \$1,109,096.42 The other vendor pricing would have been adjusted by the factor as well. IPR Southeast, while selected based on multiple criteria of which cost was one factor, is the low-cost provider and the City's contract has insulated our operations from the large cost growth being experienced by many in this industry.

The City currently has over 200 pipe lining work orders in the queue. Most of the pipes that have been identified meet the criteria necessary for repairs through the contract with IPR Southeast. The award of this funding will provide for pipe lining throughout the City on our most critical pipes. We anticipate that this funding will cover 7,100 linear feet of pipe lining. The attached work order list identifies the pipes to be lined by IPR.

ALTERNATIVES:

1. Do not award funding to contractor under contract and go out to bid.
2. Do not award funding for the trenchless rehabilitation of storm pipes as outlined.
3. Recommend or approve a different/smaller amount of funding to go towards trenchless rehabilitation of storm pipes.

ATTACHMENTS:

1. IPR FY24 Task Order Documents

Work Order ID	Structure ID	Pipe Length (ft)	Pipe Diameter (ft)	WO Address	# of Inversions	Cost Including Inversion
145113	30865	61	2	2115 Lake Shore Landing	1	\$ 8,387.29
145113	30869	22	2	2115 Lake Shore Landing	1	\$ 3,848.08
28565	31841	176	2.5	Compass Pointe Crossing	1	\$ 28,660.78
28565	31845	18	2.5	Compass Pointe Crossing	0	\$ 2,799.54
137444	31854	156	1.5	Greenmont Walk	1	\$ 14,302.58
137444	31858	53	1.5	Greenmont Walk	1	\$ 5,709.29
137443	31862	33	1.5	Greenmont Walk	1	\$ 4,040.69
137442	31910	93	1.5	Greenmont Walk	1	\$ 9,046.49
146316	32104	134	1.5	Graystone Way	1	\$ 12,467.12
146316	32106	122	2	Graystone Way	1	\$ 15,487.08
146316	32110	30	2	Graystone Way	1	\$ 4,779.20
114865	32605	122	1.5	Weatherford Circle	1	\$ 11,465.96
114865	32609	12	1.5	Weatherford Circle	1	\$ 2,288.66
115673	32855	30	2.5	Jayne Ellen Way	0	\$ 4,665.90
115673	32859	91	3	Jayne Ellen Way	1	\$ 20,220.96
115673	32867	60	3	Jayne Ellen Way	1	\$ 13,771.10
30601	33587	26	1.5	Southlake Drive	1	\$ 3,456.68
30601	33591	364	1.5	Southlake Drive	1	\$ 31,656.02
30601	33595	40	1.5	Southlake Drive	1	\$ 4,624.70
115676	33825	39	1.5	Cumming Street	1	\$ 4,541.27
15836	33852	43	2	Henderson Parkway	1	\$ 6,292.27
30007	33882	59	2	Southlake Drive	1	\$ 8,154.51
30007	33886	102	2.5	Southlake Drive	1	\$ 17,151.56
30007	33889	79	2	Southlake Drive	1	\$ 10,482.31
30007	33893	29	2.5	Southlake Drive	1	\$ 5,797.87
30007	34041	28	1.5	Southlake Drive	1	\$ 3,626.54
30007	34045	175	1.5	Southlake Drive	1	\$ 15,887.75
30007	34049	99	1.5	Southlake Drive	1	\$ 9,547.07
30007	34052	42	1.5	Southlake Drive	1	\$ 4,791.56
30504	35104	49	1.5	Windward Parkway	1	\$ 5,375.57
30504	35108	37	1.5	Windward Parkway	0	\$ 3,086.91
125516	35435	57	1.5	North Point Parkway	1	\$ 6,043.01
125516	35439	251	1.5	North Point Parkway	1	\$ 22,228.43
125567	35797	36	1.5	Preston Ridge Road	1	\$ 4,290.98
125567	35801	131	1.5	Preston Ridge Road	1	\$ 12,216.83
125567	35805	133	1.5	Preston Ridge Road	0	\$ 11,096.19
125567	35809	121	1.5	Preston Ridge Road	1	\$ 11,382.53
125567	35811	36	1.5	Preston Ridge Road	1	\$ 4,290.98
124680	38702	297	1.5	Barnesley Lane	1	\$ 26,066.21
125716	38779	62	2	North Point Parkway	1	\$ 8,503.68
125716	38765	170	1.5	North Point Parkway	1	\$ 15,470.60
125716	38769	137	2	North Point Parkway	1	\$ 17,232.93
125716	38772	75	1.5	North Point Parkway	1	\$ 7,544.75
125716	38776	46	1.5	North Point Parkway	1	\$ 5,125.28
40015	39871	91	1.5	Arrowood Court	1	\$ 8,879.63
40015	39875	42	1.5	Arrowood Court	1	\$ 4,791.56
40078	39879	159	1.5	Arrowood Lane	1	\$ 14,552.87
40015	39882	24	1.5	Arrowood Court	1	\$ 3,289.82
40078	39886	82	1.5	Arrowood Lane	1	\$ 8,128.76
111688	40492	144	2	Eversedge Drive	1	\$ 18,047.66
111688	40494	71	3	Eversedge Drive	1	\$ 16,059.76
111688	40503	151	3	Eversedge Drive	1	\$ 32,704.56
42226	42520	21	2	Belmont Chase Court	1	\$ 3,731.69
42226	42522	268	1.5	Belmont Chase Court	1	\$ 23,646.74
42226	42524	68	1.5	Belmont Chase Court	1	\$ 6,960.74
137504	42596	90	3	Willshire Glen	1	\$ 20,012.90
137501	42637	93	1.5	Trammel Place	1	\$ 9,046.49
137503	42639	12	3	Trammel Drive	1	\$ 3,784.22
137502	42641	33	3	Trammel Drive	1	\$ 8,153.48
137272	48071	97	2	189 Lantern Ridge Court	1	\$ 12,577.33
137272	43718	39	2	189 Lantern Ridge Court	0	\$ 4,539.21

Cost Per Unit Pricing=	\$ 990,264.66
12% for bonds, Insurance, Unforseen repairs, & Structure Sealing	\$ 118,831.76
Fy2024 Task order 1 Total =	\$1,109,096.42

6400	44858	48	2	Sterling Brooke Drive	1	\$ 6,874.22
6400	44860	32	2	Sterling Brooke Drive	1	\$ 5,011.98
6400	44868	103	2.5	Sterling Brooke Drive	1	\$ 17,307.09
5189	45072	40	1.5	Leeward Walk Circle	1	\$ 4,624.70
5189	45074	26	2.5	Leeward Walk Circle	1	\$ 5,331.28
5189	45227	80	1.5	Leeward Walk Circle	1	\$ 7,961.90
17970	46883	236	3	Lantern Ridge Court	1	\$ 50,389.66
17970	47158	31	1.5	Lantern Ridge Court	1	\$ 3,873.83
115837	48263	18	2	Cold Creek Drive	1	\$ 3,382.52
145233	50419	125	1.25	Academt st @ Plymouth Ln	1	\$ 9,785.00
146636	45016	110	2.5	115 Highland Glen ct	1	\$ 18,395.80
146636	45018	50	2	12005 Leeward Walk circle	1	\$ 7,107.00
146636	45020	45	2	115 Highland Glen ct	1	\$ 6,525.05
146636	45022	160	1.5	11985 Leeward Walk circle	1	\$ 14,636.30
146636	45068	104	2.5	11975 leeward walk circle	1	\$ 17,462.62
146636	45066	113	1.5	11965 leeward walk circle	1	\$ 10,715.09
146636	45064	111	1.5	11955 leeward walk circle	1	\$ 10,548.23
146639	45032	125	1.5	12055 leeward walk circle	1	\$ 11,716.25
146639	45034	31	2.5	12065 leeward walk circle	1	\$ 6,108.93
145233	50420	139	1.5	Academt st @ Plymouth Ln	1	\$ 12,884.27
125326	37373	55	4	Kimball Trace	1	\$ 22,639.40
125326	37417	109	3	Kimball Trace	0	\$ 23,966.04
125326	37421	75	3	Kimball Trace	1	\$ 16,892.00
125326	37425	111	3	Kimball Trace	1	\$ 24,382.16
125326	37429	94	3	Kimball Trace	1	\$ 19,557.64
42167	38825	49	1.5	Karen Drive	1	\$ 5,375.57
112146	30028	40.49507267	2.5	Brierfield Road		
28964	30136	62.14073313	1	Chestnut Court		
1456	30147	32.76730013	1.5	Briers Creek Drive		
29031	30159	83.74403172	1.5	Willow Tree Way		
29031	30163	49.50431194	1.5	Willow Tree Way		
17223	30168	38.12300504	2	Briers Chute		
5049	30175	165.8865009	1.5	Briers Chute		
137033	30312	34.69074174	2	330 Dashing Wave Lane		
137033	30315	182.2742378	2	330 Dashing Wave Lane		
1976	30362	89.41231451	1.5	CHANTILLY DRIVE		
110857	30370	96.04759659	1.5	Chantilly Drive		
5045	30393	65.77972775	1.5	Bethany Court		
110989	30488	136.8789003	1.5	St. Michelle Court		
138172	30643	31.46361354	1.5	1235 Sherry Dr		
138172	30647	129.0541289	1.5	1235 Sherry Dr		
2002	30677	66.73560325	1.5	Sherry Drive		
138171	30743	40.00158398	1.5	155 Wendy Hill dr		
144768	30793	30.89678465	2.5	130 Pruitt Dr		
136622	30853	230.4402691	1.5	Marka Lane		
28694	30931	8.282972338	3	Clubhouse Drive		
28694	30935	70.78247771	3	Clubhouse Drive		
28696	30946	65.76497952	3	Clubhouse Drive		
30624	30952	24.64484508	3	Clubhouse Drive		
146518	30974	98.84888556	1.5	Windward Parkway		
36709	31187	78.09264423	2	Malbrough Drive		
133884	31217	31.86535785	1.5	Stepping Stone Drive		
133884	31221	15.71055747	1.5	Stepping Stone Drive		
134926	31418	108.550934	2	Crabapple Tree Court		
146528	31868	232.5848402	1.5	Compass Pointe Crossing		
146524	31875	137.6005761	3.5	Windward Parkway		
146522	31879	52.74667863	3.5	Windward Parkway		
146519	31886	96.09361303	1.5	Windward Parkway		
146369	31953	42.44233557	1.5	Admiral Court		
146352	31962	24.24011409	1.5	Admiral Crossing		
38691	32075	48.07910263	2.5	Dennis Drive		
146301	32093	37.10802931	2	Graystone Crossing		
146332	32135	18.64766718	2.5	Graystone Crossing		
38275	32173	167.5227322	2.5	Birch Hollow Drive		

112743	32187	32.34043572	1.5	Mid Broadwell Road		
112742	32191	38.3454089	1.5	Mid Broadwell Road		
145573	32217	150.0422555	3	Wynridge Crossing		
145642	32315	4.221476757	2	Wynridge Crossing		
4758	32342	48.00205902	1.5	Sydney Walk		
25831	32416	81.60135124	3	Chasewood Trail		
146253	32456	27.18584373	2.5	Walnut Creek Drive		
146117	32481	189.2307945	1.5	Chasewood Trail		
115405	32502	120.0674391	1	Pine Grove Drive		
138716	32510	34.92659095	2	1102 Pine Grove dr		
138716	32514	161.347892	2	1102 Pine Grove dr		
145989	32526	18.22366954	3	Windward Parkway		
146294	32756	31.2221537	5	Walnut Creek		
26985	32784	167.6736034	3	Walnut Creek Trail		
26985	32788	21.19711501	5	Walnut Creek Trail		
145973	33020	86.86183127	2	Tidewater Way		
145974	33024	33.16807052	2	Tidewater Way		
145976	33058	101.6076855	2.5	Tidewater Way		
145985	33068	17.94170541	1.5	Tidewater Way		
27296	33106	6.693424012	1.5	Hamptons Run		
146546	33132	90.42274207	2	Hamptons Crossing		
138174	33136	37.43869461	1.5	4820 Devon Ln		
146549	33138	112.4312878	3	Gleneagles Pointe		
138174	33139	105.012739	1.5	4820 Devon Ln		
146557	33157	37.61816928	1.5	Gleneagles Pointe		
113277	33159	94.45534995	3	Cogburn Ridge Way		
113325	33248	44.90097535	1.5	Cogburn Ridge Road		
146534	33411	92.43239677	4.5	Park Glenn Drive		
146529	33421	188.066663	1.5	Amberlilly Drive		
146536	33461	114.4934135	1.5	Bittercress Court		
29904	33473	20.84578068	1.5	Southlake Drive		
29926	33598	93.9817542	1.5	Southlake Drive		
123424	33726	29.43922266	1.5	Vista Forest Drive		
114965	33861	28.37065261	2	Henderson Parkway		
115812	33905	43.35004675	3	North Main Street		
121810	34176	73.90598126	2.5	Timberline Place		
121786	34191	96.98787465	1.5	Webb Bridge Way		
125903	34237	28.78017285	1.5	Old Milton Parkway		
125904	34283	24.47154499	3	Waters Ferry Way		
124191	34872	405.7424762	1.5	Haynes Bridge and Lakeview		
125943	34964	27.29201958	1.5	North Point Court		
125580	35494	48.37005237	3	North Point Parkway		
125572	35545	87.95919844	2	Preston Ridge Road		
123679	35581	57.59216605	3	Brookline Way		
7947	35614	36.19668946	1.5	Preston Ridge Road		
115357	35692	50.96673991	2	N Main Street		
115359	35696	30.5744696	2	N Main Street		
123587	35698	36.64070302	2	Park Brooke Trace		
125584	35754	93.08979861	1.5	North Point Parkway		
125585	35762	30.96762458	3	North Point Parkway		
123625	35764	152.5938449	2	Brookline Trace		
123436	35775	126.175044	1.5	Forest Path Lane		
125587	35777	77.22718405	2.5	North Point Parkway		
125588	35780	28.48179809	2.5	North Point Parkway		
123433	35837	101.575509	4	Forest Path Lane		
123432	35865	29.45284556	3	Forest Path Lane		
123437	35910	155.44532	3	Park Brooke Trace		
125766	35929	49.18929169	4.5	Great Oaks Way		
7813	35931	107.2584999	2	Southridge Parkway		
7813	35937	94.84556684	2	Southridge Parkway		
125593	36274	122.3790198	4	Alexander Drive		
122341	36344	231.3862967	1.5	Webb Bridge Road		
125938	36528	123.3035953	1.5	North Point Parkway		
125935	36604	30.35773211	3.5	North Point Parkway		

125936	36631	125.3216997	2.5	North Point Parkway		
125964	36639	33.59997323	2	Haynes Bridge Road		
125937	36641	34.52924545	2	North Point Parkway		
125963	36647	213.6940842	1.5	North Point Parkway		
39996	36948	147.5673213	2	Wills Road		
125907	37087	81.47992865	1.5	Kimball Bridge Road		
49636	37137	76.14692812	3	Gunter Court		
131644	37158	42.65354577	4.5	315 Wittenridge ct		
131644	37162	183.0621649	4.5	315 Wittenridge ct		
131644	37192	56.05119072	5	315 Wittenridge ct		
131644	37208	67.03972587	4.5	315 Wittenridge ct		
125968	37438	225.7763437	3	North Point Drive		
7160	37671	22.28174038	2	Boxgrove Road		
124854	37904	53.45413832	4	Grey Abbey Drive		
144817	37908	26.40220203	4.5	3680 Grey Abbey dr		
144817	37912	95.6379456	4.5	3680 Grey Abbey dr		
144817	37916	80.62049499	4.5	3680 Grey Abbey dr		
125961	37939	26.55175286	1.5	North Point Parkway		
7889	38127	43.03955594	2.5	Grey Abbey Drive		
122909	38303	103.7428043	3.5	Park Creek Drive		
122909	38307	16.01295614	3.5	Park Creek Drive		
124647	38326	110.6109492	1.5	Great Rissington Way		
122526	38328	29.30678048	1.5	Autumn Sage Drive		
122526	38332	107.9291336	1.5	Autumn Sage Drive		
122526	38335	37.03611335	1.5	Autumn Sage Drive		
124543	38378	44.47500593	2.5	Longstone Landing		
125782	38492	10.96285213	4	North Point Parkway		
6949	38554	19.38920813	1.5	May Apple Drive		
6956	38615	136.8040657	2.5	Park Bridge Parkway		
6961	38632	84.79401107	1.5	Gromwell Drive		
6961	38635	11.76558563	2	Gromwell Drive		
122461	38673	31.63814403	1.5	Sundew Drive		
122462	38677	41.75733783	1.5	Sundew Drive		
122342	38685	32.70838939	1.5	Sundew Court		
125718	38779	61.68260225	2	North Point Parkway		
115881	38781	10.52412294	2	Cumming Street		
115839	38791	272.4465162	1.5	Cumming Street		
16309	38818	308.456351	2.5	Cumming Street		
123040	38922	22.04482689	2	Webb Bridge Road		
41106	38936	7.470085432	1.5	Sims Industrial Boulevard		
41105	38940	162.9792807	1.5	Sims Industrial Boulevard		
123048	38959	66.22940542	2	Lake Windward Drive		
41206	38979	43.10540754	3	Hembree Road		
41989	39090	8.56268933	2.5	Westside Parkway		
30598	39167	35.7919192	2	Webb Bridge Road		
125093	39194	75.76926575	2	Kia Drive		
125094	39197	115.2291373	3	Kia Drive		
139613	39359	28.54745369	1.5	10825 Pinewalk Forest Circle		
136181	39407	123.1167476	1.5	10650 Pinewalk forest circle		
36709	39409	108.0702791	2	Malbrough Drive		
36709	39412	60.20370887	2	Malbrough Drive		
133884	39424	104.258639	3.5	Stepping Stone Drive		
123591	39884	113.9427811	4	Park Brooke Trace		
123770	39893	57.27860745	4	Brookline Drive		
40014	39905	16.01771365	1.5	Arrowwood Court		
40013	39909	55.72277109	3	Arrowwood Court		
105764	40062	29.43883802	3	Haynes Forest Drive		
125725	40529	12.35431689	4	Between 355 and 365 New Castle Drive		
114083	40607	23.85194191	2	Dunster Court		
112060	40674	59.40589085	1.5	Providence Place Way		
112060	40678	18.802104	3	Providence Place Way		
114640	40741	68.18190627	1.5	Innovation Way		
114641	40743	19.76093478	1.5	Innovation Way		
113535	40759	48.50194027	1.5	Windward Parkway		

17698	40765	23.24510151	4.5	Westside Parkway		
46724	40946	196.0881151	2	Pine Vista Boulevard		
46724	40948	114.8141967	2	Pine Vista Boulevard		
46724	40950	136.9037546	2	Pine Vista Boulevard		
37967	41102	76.14062583	1.5	Brookmill Point		
37967	41104	139.5286567	1.5	Brookmill Point		
37954	41107	21.96066458	2	Brookmill Point		
37955	41109	98.73941643	2	Brookmill Point		
37955	41111	86.8480739	2	Brookmill Point		
118644	41137	180.4799944	1.5	Watermill Falls		
114643	41171	70.87790003	1.5	Windward Parkway		
40111	41343	270.7713659	1.5	Upper Hembree Road		
115132	41470	50.8589126	3	Windward Parkway		
115571	41501	36.04126799	1.5	Windward Parkway		
30226	41721	23.73970959	1.5	Webb Bridge Park		
30354	41736	21.70973745	1.5	Webb Bridge Park		
30381	41751	25.18533827	1.5	Webb Bridge Park		
30425	41763	114.3585791	1.5	Webb Bridge Park		
30297	41767	15.53887272	1.5	Webb Bridge Park		
113530	42043	63.4028236	1.5	North Park		
113506	42077	45.10511618	1.5	North Park		
125445	42376	26.89144932	2	Webb Bridge Road		
123052	42389	64.74574565	2	Webb Bridge Road		
30340	42439	132.4393107	2.5	Stonebury Drive		
115480	42649	101.6417789	1.5	Milton Avenue		
18436	42652	78.12777176	2.5	Milton Avenue		
117864	42805	145.4612014	1.75	92 Milton Avenue		
114790	42924	140.9028375	5	Kenneth Drive		
112761	42997	45.42744156	1.5	Mid Broadwell Road		
112918	43002	21.83699268	1.5	Milton Avenue		
115879	43043	119.0501484	1.25	Benson Court		
115879	43045	103.0198553	1.25	Benson Court		
112628	43114	103.5134181	3	Broadwell Oaks Drive		
112628	43125	138.2950262	3	Broadwell Oaks Drive		
112630	43129	121.5890664	3	Broadwell Oaks Drive		
126121	43190	32.40545995	1.5	1330 Mayfield Manor Dr		
126121	43192	119.4917392	2	1330 Mayfield Manor Dr		
114465	43195	103.4120138	1.5	Jenkins Court		
18390	43337	55.48967199	1.5	Meadow Drive		
138173	43473	109.3245668	2	210 Pebble Trail		
136765	43525	30.83064617	1.5	310 Shady Gove Lane		
136765	43527	42.29776456	1.5	310 Shady Gove Lane		
114949	43613	41.37872248	1.5	Canton Street		
114952	43615	31.85748186	2	Canton Street		
114954	43617	22.61653147	2	Canton Street		
144818	44129	162.1170744	4	80 Birch Rill dr		
125858	44386	32.73951792	2.5	Peyton Farm Way		
125858	44388	44.32279654	2.5	Peyton Farm Way		
17059	44468	13.94966139	1.5	Mayfield Road		
114168	44482	27.35755419	1.5	Providence Road		
114056	44585	43.19380276	1.5	Mayfield Road		
17470	44599	24.0719189	1.5	Mayfield Road		
114155	44616	113.576274	2	Bates Road		
6386	44862	25.01324117	1.5	Sterling Lane		
125069	44961	36.0692369	3	Estates Terrace		
114820	45253	9.939284583	2.5	Winthrope Chase Drive		
113007	45339	171.6595101	2.5	Augeron Court		
50135	45567	112.1576395	1.5	3303 Long Island Creek Court		
138715	45614	111.2500759	1.5	34 Birch Rill Dr		
49201	45771	41.73916779	1.5	Milton Park Drive		
49201	45773	49.85062614	2.5	Milton Park Drive		
49201	45775	86.68394664	2.5	Milton Park Drive		
49201	45777	74.16665324	2.5	Milton Park Drive		
122836	46267	30.97114124	1.5	Big Creek Court		

29493	46348	108.4482388	2.5	Dryden Road		
125536	46405	31.59339969	3	Morris Road		
125535	46438	198.0383972	1.5	Webb Bridge Road		
29719	46610	30.42679009	2	Flying Scot Way		
39997	46652	32.78691611	2	Wills Road		
42183	46707	80.31347249	1.25	Equestrian Park		
37020	46796	534.9554426	2	Wills Park		
5035	46883	235.8308579	3	Lantern Ridge Court		
18421	47011	150.4678927	3	Broadwell Oaks Drive		
39104	47020	29.90127383	1.25	Wills Park		
115735	47412	56.45867476	1.5	Academy Street		
125782	47542	127.8990223	4	North Point Parkway		
125942	47581	31.34049198	3.5	North Point Court		
125970	47783	102.1516186	3.5	Georgia Lane		
125969	47785	75.5750839	4	Georgia Lane		
125971	47787	42.06951812	4	Georgia Lane		
133903	48027	8.022551955	3.5	Stepping Stone Drive		
5045	48044	254.5792679	1.5	Bethany Court		
5049	48051	102.9463905	2	Briers Chute		
5049	48052	127.4916581	2	Briers Chute		
17344	48064	26.5123652	1.5	Wendy Hill Drive		
111949	48066	176.6891224	1.5	Wendy Hill Drive		
137272	48071	96.67690882	2	189 Lantern Ridge Court		
115237	48188	96.22452854	2	Canton Street		
115865	48192	19.12430558	1.5	Canton Street		
114966	48214	75.39867753	2	Henderson Parkway		
41965	48395	48.53823854	2.5	Police Headquarters		
41966	48397	23.58055286	2.5	Police Headquarters		
41971	48403	86.18443998	1.5	police headquarters		
41960	48566	83.27151854	1.5	Old Milton Parkway		
125868	48619	94.70556438	1.5	Old Milton Parkway		
126034	48650	71.98785328	3	Old Milton Parkway		
125869	48653	74.17835214	1.5	Old Milton Parkway		
122840	48965	57.05019506	4	Little Creek Crossing		
144836	50435	115.6773682	4	420 North Farm dr		
144836	50436	116.3717065	4	420 North Farm dr		
144819	50447	89.03635931	6	1525 Morrison Parkway		
144819	50448	87.06695933	6	1525 Morrison Parkway		

FY 2024 CIPP Pipe Lining Task Order 1 Bid Tabulation

The unit prices provided below were submitted during the RFP 21-112 process by the vendors shown below. A 3% inflation rate was added to the unit prices to reflect the 3% increase made by IPR Southeast, LLC.

The amounts provided in this section a actual quantities for the task order.				IPR Southeast, LLC		Granite Inliner, LLC		Coastal Gunite Construction, LLC		Vortex Services, LLC	
				Cost per unit pricing	\$ 990,264.66	Cost per unit pricing	\$ 1,206,672.81	Cost per unit pricing	\$ 1,370,073.13	Cost per unit pricing	\$ 1,389,047.19
				12% for Bonds, Insurance, Unforseen Repairs, & Structure Sealing	\$ 118,831.76	12% for Bonds, Insurance, Unforseen Repairs, & Structure Sealing	\$ 144,800.74	12% for Bonds, Insurance, Unforseen Repairs, & Structure Sealing	\$ 164,408.78	12% for Bonds, Insurance, Unforseen Repairs, & Structure Sealing	\$ 166,685.66
				Total Cost	\$ 1,109,096.42	Total Cost	\$ 1,351,473.55	Total Cost	\$ 1,534,481.90	Total Cost	\$ 1,555,732.85
ITEM #	Description	Amount	Unit	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
	Lining Requirements										
	Inversion Setup										
1	Inversion Setup Charge 15-36" CIPP	80	EA	\$ 1,287.50	\$ 103,000.00	\$ 2,575.00	\$ 206,000.00	\$ 1,480.63	\$ 118,450.00	\$ 2,575.00	\$ 206,000.00
2	Inversion Setup Charge 42-48" CIPP	1	EA	\$ 2,472.00	\$ 2,472.00	\$ 5,150.00	\$ 5,150.00	\$ 1,480.63	\$ 1,480.63	\$ 5,150.00	\$ 5,150.00
	CIPP (12' or less in depth)										
	Includes Pre & Post TV & typical point repairs during lining										
	Includes Cleaning (less than 25% full)										
3	12" - 7.5 mm (.2953")		LF	\$ 61.80	\$ -	\$ 62.83	\$ -	\$ 127.33	\$ -	\$ 72.10	\$ -
4	15" - 7.5mm (.2953")	125	LF	\$ 61.80	\$ 7,725.00	\$ 76.22	\$ 9,527.50	\$ 139.18	\$ 17,397.34	\$ 82.40	\$ 10,300.00
5	18" - 8.0mm (.315")	4530	LF	\$ 77.25	\$ 349,942.50	\$ 95.79	\$ 433,928.70	\$ 142.14	\$ 643,894.20	\$ 97.85	\$ 443,260.50
6	21" - 10.0mm (.3937")		LF	\$ 94.76	\$ -	\$ 119.48	\$ -	\$ 148.06	\$ -	\$ 128.75	\$ -
7	24" - 10.0mm (.3937")	1109	LF	\$ 108.15	\$ 119,938.35	\$ 123.60	\$ 137,072.40	\$ 159.91	\$ 177,337.42	\$ 159.65	\$ 177,051.85
8	30" - 12.5mm (.4921")	729	LF	\$ 144.20	\$ 105,121.80	\$ 174.07	\$ 126,897.03	\$ 177.68	\$ 129,525.08	\$ 216.30	\$ 157,682.70
9	36" - 16.0mm (.6299")	1133	LF	\$ 195.70	\$ 221,728.10	\$ 209.09	\$ 236,898.97	\$ 201.37	\$ 228,146.55	\$ 257.50	\$ 291,747.50
10	42" - 18.0mm (.7087")		LF	\$ 283.25	\$ -	\$ 276.04	\$ -	\$ 236.90	\$ -	\$ 350.20	\$ -
11	48" - 21.0mm (.8268")	55	LF	\$ 339.90	\$ 18,694.50	\$ 361.53	\$ 19,884.15	\$ 272.44	\$ 14,983.93	\$ 463.50	\$ 25,492.50
12	Add Thickness Per 1.5mm -12"		LF	\$ 4.12	\$ -	\$ 2.06	\$ -	\$ 0.12	\$ -	\$ 3.61	\$ -
13	Add Thickness Per 1.5mm -15"	125	LF	\$ 6.18	\$ 772.50	\$ 2.06	\$ 257.50	\$ 0.12	\$ 14.81	\$ 5.67	\$ 708.13
14	Add Thickness Per 1.5mm -18"	4530	LF	\$ 6.18	\$ 27,995.40	\$ 3.09	\$ 13,997.70	\$ 4.56	\$ 20,658.27	\$ 8.24	\$ 37,327.20
15	Add Thickness Per 1.5mm -21"		LF	\$ 8.24	\$ -	\$ 3.09	\$ -	\$ 3.55	\$ -	\$ 8.50	\$ -
16	Add Thickness Per 1.5mm -24"	1109	LF	\$ 8.24	\$ 9,138.16	\$ 4.12	\$ 4,569.08	\$ 5.33	\$ 5,911.25	\$ 8.76	\$ 9,709.30
17	Add Thickness Per 1.5mm -30"	729	LF	\$ 11.33	\$ 8,259.57	\$ 5.15	\$ 3,754.35	\$ 6.04	\$ 4,403.85	\$ 12.36	\$ 9,010.44
18	Add Thickness Per 1.5mm -36"	1133	LF	\$ 12.36	\$ 14,003.88	\$ 7.21	\$ 8,168.93	\$ 6.51	\$ 7,381.21	\$ 12.88	\$ 14,587.38
19	Add Thickness Per 1.5mm -42"	0	LF	\$ 15.45	\$ -	\$ 8.24	\$ -	\$ 7.11	\$ -	\$ 16.48	\$ -
20	Add Thickness Per 1.5mm -48"	55	LF	\$ 26.78	\$ 1,472.90	\$ 10.30	\$ 566.50	\$ 8.88	\$ 488.61	\$ 18.54	\$ 1,019.70
	CIPP (12' or less in depth)										
	Includes Pre & Post TV & typical point repairs during lining										

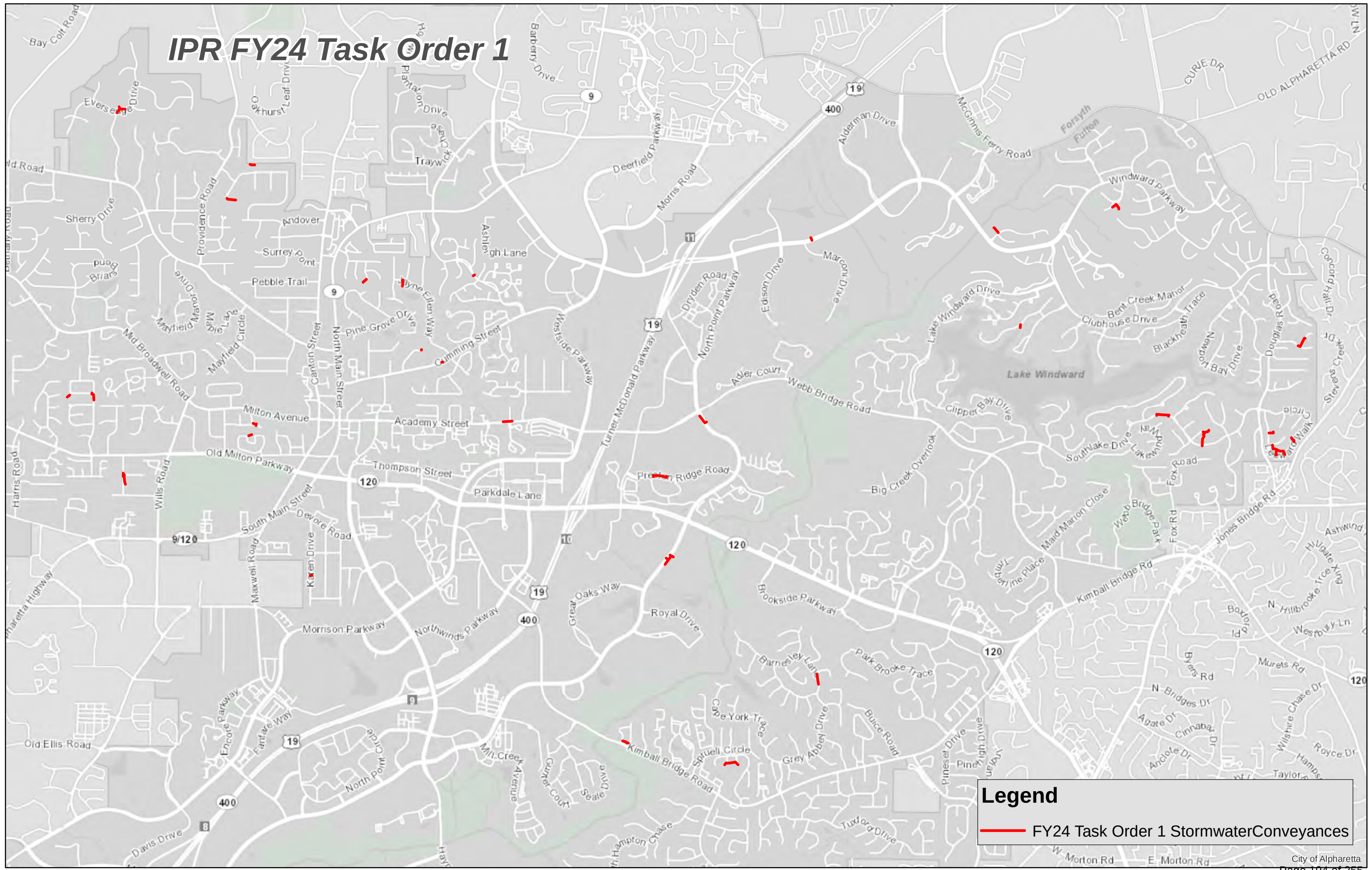
	Includes Cleaning (greater than 25% full)										
21	12" - 7.5 mm (.2953")		LF	\$ 61.80	\$ -	\$ 79.31	\$ -	\$ 130.30	\$ -	\$ 77.25	\$ -
22	15" - 7.5mm (.2953")		LF	\$ 66.95	\$ -	\$ 96.82	\$ -	\$ 142.14	\$ -	\$ 87.55	\$ -
23	18" - 8.0mm (.315")		LF	\$ 80.34	\$ -	\$ 122.57	\$ -	\$ 148.06	\$ -	\$ 103.00	\$ -
24	21" - 10.0mm (.3937")		LF	\$ 99.91	\$ -	\$ 147.29	\$ -	\$ 153.99	\$ -	\$ 139.05	\$ -
25	24" - 10.0mm (.3937")		LF	\$ 110.21	\$ -	\$ 155.53	\$ -	\$ 171.75	\$ -	\$ 169.95	\$ -
26	30" - 12.5mm (.4921")		LF	\$ 149.35	\$ -	\$ 201.88	\$ -	\$ 192.48	\$ -	\$ 226.60	\$ -
27	36" - 16.0mm (.6299")		LF	\$ 200.85	\$ -	\$ 230.72	\$ -	\$ 219.13	\$ -	\$ 272.95	\$ -
28	42" - 18.0mm (.7087")		LF	\$ 293.55	\$ -	\$ 294.58	\$ -	\$ 254.67	\$ -	\$ 365.65	\$ -
29	48" - 21.0mm (.8268")		LF	\$ 370.80	\$ -	\$ 384.19	\$ -	\$ 296.13	\$ -	\$ 478.95	\$ -
30	Add Thickness Per 1.5mm -12"		LF	\$ 4.12	\$ -	\$ 2.06	\$ -	\$ 0.01	\$ -	\$ 3.61	\$ -
31	Add Thickness Per 1.5mm -15"		LF	\$ 6.18	\$ -	\$ 2.06	\$ -	\$ 0.01	\$ -	\$ 5.67	\$ -
32	Add Thickness Per 1.5mm -18"		LF	\$ 6.18	\$ -	\$ 3.09	\$ -	\$ 4.56	\$ -	\$ 8.24	\$ -
33	Add Thickness Per 1.5mm -21"		LF	\$ 8.24	\$ -	\$ 3.09	\$ -	\$ 3.55	\$ -	\$ 8.50	\$ -
34	Add Thickness Per 1.5mm -24"		LF	\$ 8.24	\$ -	\$ 4.12	\$ -	\$ 5.33	\$ -	\$ 8.76	\$ -
35	Add Thickness Per 1.5mm -30"		LF	\$ 11.33	\$ -	\$ 5.15	\$ -	\$ 6.04	\$ -	\$ 12.36	\$ -
36	Add Thickness Per 1.5mm -36"		LF	\$ 12.36	\$ -	\$ 7.21	\$ -	\$ 6.51	\$ -	\$ 12.88	\$ -
37	Add Thickness Per 1.5mm -42"		LF	\$ 15.45	\$ -	\$ 8.24	\$ -	\$ 7.11	\$ -	\$ 16.48	\$ -
38	Add Thickness Per 1.5mm -48"		LF	\$ 26.78	\$ -	\$ 11.33	\$ -	\$ 8.88	\$ -	\$ 18.54	\$ -
	Styrene Free-CIPP (12' or less depth)										
	Includes Pre & Post TV & typical point repairs during lining										
	Includes Cleaning (less than 25% full)										
39	12" Pipe - 7.5mm		LF	\$ 82.40	\$ -	\$ 90.64	\$ -	\$ 168.78	\$ -	\$ 113.30	\$ -
40	15" Pipe - 7.5mm		LF	\$ 92.70	\$ -	\$ 111.24	\$ -	\$ 181.95	\$ -	\$ 128.75	\$ -
41	18" Pipe - 8.0mm		LF	\$ 108.15	\$ -	\$ 140.08	\$ -	\$ 185.08	\$ -	\$ 169.95	\$ -
42	21" Pipe - 10.0mm		LF	\$ 135.96	\$ -	\$ 179.22	\$ -	\$ 204.68	\$ -	\$ 236.90	\$ -
43	24" Pipe - 12.5mm		LF	\$ 159.65	\$ -	\$ 191.58	\$ -	\$ 229.03	\$ -	\$ 278.10	\$ -
44	30" Pipe - 12.5mm		LF	\$ 206.00	\$ -	\$ 249.26	\$ -	\$ 236.90	\$ -	\$ 391.40	\$ -
45	36" Pipe - 16.0mm		LF	\$ 309.00	\$ -	\$ 355.35	\$ -	\$ 296.13	\$ -	\$ 515.00	\$ -
46	42" Pipe -18.0mm		LF	\$ 427.45	\$ -	\$ 469.68	\$ -	\$ 355.35	\$ -	\$ 721.00	\$ -
47	48" Pipe - 21.0mm		LF	\$ 556.20	\$ -	\$ 609.76	\$ -	\$ 355.35	\$ -	\$ 927.00	\$ -
48	Additional Cost Per 1.5mm - 12"		LF	\$ 8.24	\$ -	\$ 5.15	\$ -	\$ 9.48	\$ -	\$ 10.30	\$ -
49	Additional Cost Per 1.5mm - 15"		LF	\$ 11.33	\$ -	\$ 5.15	\$ -	\$ 11.25	\$ -	\$ 12.88	\$ -
50	Additional Cost Per 1.5mm - 18"		LF	\$ 12.36	\$ -	\$ 6.18	\$ -	\$ 11.85	\$ -	\$ 18.54	\$ -
51	Additional Cost Per 1.5mm - 21"		LF	\$ 15.45	\$ -	\$ 8.24	\$ -	\$ 14.21	\$ -	\$ 19.57	\$ -
52	Additional Cost Per 1.5mm - 24"		LF	\$ 16.48	\$ -	\$ 8.24	\$ -	\$ 16.58	\$ -	\$ 23.18	\$ -
53	Additional Cost Per 1.5mm - 30"		LF	\$ 21.63	\$ -	\$ 9.27	\$ -	\$ 20.14	\$ -	\$ 30.90	\$ -

54	Additional Cost Per 1.5mm - 36"		LF	\$ 25.75	\$ -	\$ 15.45	\$ -	\$ 24.87	\$ -	\$ 32.96	\$ -
55	Additional Cost Per 1.5mm - 42"		LF	\$ 29.87	\$ -	\$ 22.66	\$ -	\$ 29.61	\$ -	\$ 41.20	\$ -
56	Additional Cost Per 1.5mm - 48"		LF	\$ 44.29	\$ -	\$ 31.93	\$ -	\$ 35.54	\$ -	\$ 46.35	\$ -
	Styrene Free-CIPP (12' or less depth)										
	Includes Pre & Post TV & typical point repairs during lining										
	Includes Cleaning (greater than 25% full)										
57	12" Pipe - 7.5mm		LF	\$ 92.70	\$ -	\$ 106.09	\$ -	\$ 168.78	\$ -	\$ 118.45	\$ -
58	15" Pipe - 7.5mm		LF	\$ 98.88	\$ -	\$ 131.84	\$ -	\$ 181.95	\$ -	\$ 133.90	\$ -
59	18" Pipe - 8.0mm		LF	\$ 118.45	\$ -	\$ 165.83	\$ -	\$ 185.08	\$ -	\$ 175.10	\$ -
60	21" Pipe - 10.0mm		LF	\$ 144.20	\$ -	\$ 207.03	\$ -	\$ 204.68	\$ -	\$ 247.20	\$ -
61	24" Pipe - 12.5mm		LF	\$ 180.25	\$ -	\$ 222.48	\$ -	\$ 229.03	\$ -	\$ 288.40	\$ -
62	30" Pipe - 12.5mm		LF	\$ 216.30	\$ -	\$ 302.82	\$ -	\$ 236.90	\$ -	\$ 401.70	\$ -
63	36" Pipe - 16.0mm		LF	\$ 321.36	\$ -	\$ 379.04	\$ -	\$ 296.13	\$ -	\$ 530.45	\$ -
64	42" Pipe -18.0mm		LF	\$ 432.60	\$ -	\$ 492.34	\$ -	\$ 355.35	\$ -	\$ 736.45	\$ -
65	48" Pipe - 21.0mm		LF	\$ 561.35	\$ -	\$ 633.45	\$ -	\$ 355.35	\$ -	\$ 942.45	\$ -
66	Additional Cost Per 1.5mm - 12"		LF	\$ 8.24	\$ -	\$ 5.15	\$ -	\$ 9.48	\$ -	\$ 10.30	\$ -
67	Additional Cost Per 1.5mm - 15"		LF	\$ 11.33	\$ -	\$ 5.15	\$ -	\$ 11.25	\$ -	\$ 12.88	\$ -
68	Additional Cost Per 1.5mm - 18"		LF	\$ 12.36	\$ -	\$ 6.18	\$ -	\$ 11.85	\$ -	\$ 18.54	\$ -
69	Additional Cost Per 1.5mm - 21"		LF	\$ 15.45	\$ -	\$ 8.24	\$ -	\$ 14.21	\$ -	\$ 19.57	\$ -
70	Additional Cost Per 1.5mm - 24"		LF	\$ 16.48	\$ -	\$ 9.27	\$ -	\$ 16.58	\$ -	\$ 23.18	\$ -
71	Additional Cost Per 1.5mm - 30"		LF	\$ 21.63	\$ -	\$ 10.30	\$ -	\$ 20.14	\$ -	\$ 30.90	\$ -
72	Additional Cost Per 1.5mm - 36"		LF	\$ 25.75	\$ -	\$ 15.45	\$ -	\$ 24.87	\$ -	\$ 32.96	\$ -
73	Additional Cost Per 1.5mm - 42"		LF	\$ 29.87	\$ -	\$ 22.66	\$ -	\$ 29.61	\$ -	\$ 41.20	\$ -
74	Additional Cost Per 1.5mm - 48"		LF	\$ 44.29	\$ -	\$ 30.90	\$ -	\$ 35.54	\$ -	\$ 46.35	\$ -
	Precast Headwalls (per Alpharetta Std 232)										
75	Precast Headwall for 18" Pipe		EA	\$ 695.25	\$ -	\$ 4,417.67	\$ -	\$ 2,575.00	\$ -	\$ 2,575.00	\$ -
76	Precast Headwall for 24" Pipe		EA	\$ 746.75	\$ -	\$ 5,680.45	\$ -	\$ 2,652.25	\$ -	\$ 3,090.00	\$ -
77	Precast Headwall for 30" Pipe		EA	\$ 1,138.15	\$ -	\$ 6,942.20	\$ -	\$ 2,652.25	\$ -	\$ 3,605.00	\$ -
78	Precast Headwall for 36" Pipe		EA	\$ 1,545.00	\$ -	\$ 9,781.91	\$ -	\$ 3,090.00	\$ -	\$ 4,120.00	\$ -
79	Precast Headwall for 42" Pipe		EA	\$ 1,946.70	\$ -	\$ 12,937.83	\$ -	\$ 3,090.00	\$ -	\$ 4,635.00	\$ -
80	Precast Headwall for 48" Pipe		EA	\$ 2,116.65	\$ -	\$ 15,777.54	\$ -	\$ 3,090.00	\$ -	\$ 5,150.00	\$ -
	Cast-In_Place Concrete Headwall										
81	Cast-n-Place Conc HW-GDOT Det 1125		CY	\$ 1,030.00	\$ -	\$ 2,776.88	\$ -	\$ 618.00	\$ -	\$ 1,236.00	\$ -
	Rubble Masonry HW										
88	Rubble Headwall for 18" Pipe		EA	\$ 2,003.35	\$ -	\$ 5,553.76	\$ -	\$ 772.50	\$ -	\$ 1,030.00	\$ -
89	Rubble Headwall for 24" Pipe		EA	\$ 2,291.75	\$ -	\$ 9,656.25	\$ -	\$ 824.00	\$ -	\$ 1,287.50	\$ -
90	Rubble Headwall for 30" Pipe		EA	\$ 2,405.05	\$ -	\$ 14,263.44	\$ -	\$ 875.50	\$ -	\$ 1,545.00	\$ -

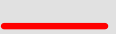
91	Rubble Headwall for 36" Pipe		EA	\$ 3,321.75	\$ -	\$ 18,617.25	\$ -	\$ 1,030.00	\$ -	\$ 1,802.50	\$ -
	Miscellaneous Items										
92	Stone #57		Ton	\$ 56.65	\$ -	\$ 62.83	\$ -	\$ 94.76	\$ -	\$ 154.50	\$ -
93	Surge Stone		Ton	\$ 58.71	\$ -	\$ 69.01	\$ -	\$ 94.76	\$ -	\$ 154.50	\$ -
94	No.3's and 4's Stone		Ton	\$ 61.80	\$ -	\$ 76.22	\$ -	\$ 94.76	\$ -	\$ 154.50	\$ -
95	Reset Existing Headwall		EA	\$ 515.00	\$ -	\$ 5,049.06	\$ -	\$ 1,184.50	\$ -	\$ 2,060.00	\$ -
96	3000psi Concrete		CY	\$ 458.35	\$ -	\$ 662.29	\$ -	\$ 710.70	\$ -	\$ 618.00	\$ -
97	Flowable Fill		CY	\$ 324.45	\$ -	\$ 315.18	\$ -	\$ 533.03	\$ -	\$ 824.00	\$ -

NOTES	
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.

IPR FY24 Task Order 1



Legend

 FY24 Task Order 1 Stormwater Conveyances



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: February 5, 2024

AGENDA ITEM:

Invitation to Bid 24-009: Webb Bridge Road Construction– Big Creek Greenway to Maid Marion Close
Consideration of approval to award a contract for ITB 24-009 to OhmShiv Construction, LLC for the construction of Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$13,771,601.25, and approval of the proposal from Georgia Power Company to install the pedestrian lighting system on Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$1,000,000.00 (lease option) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 24-009 to OhmShiv Construction, LLC for the construction of Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$13,771,601.25, and approve the proposal from Georgia Power Company to install the pedestrian lighting system on Webb Bridge Road from the Big Creek Greenway to Maid Marion Close in an amount not to exceed \$1,000,000.00 (lease option) and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$14,771,601.25

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
WBR PH3 (GREENWAY-ROUNDAABOUT)/ 33541100-541410-C2232	\$14,771,601.25

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Background:

The Webb Bridge Road Improvement Project is a project designed to advance Webb Bridge Road's role as a residential collector corridor through a design that reduces vehicular speeds and elevating operational safety while also providing enhanced pedestrian, bicycle, and landscape amenities. The project includes the addition of a roundabout at the intersection of Webb Bridge Road and Webb Bridge Way and the replacement of the bridge over Big Creek. The overall project stretches from Webb Bridge Way westward to Morris Road but is divided into multiple phases and funding is in TSPLOST 1 and 2; (1) Extending the Culvert/Tunnel and access to Big Creek Greenway from Webb Bridge Road, (2a) Roundabout to Webb Bridge Park, (2b) Roundabout to Big Creek Greenway, (3) Big Creek Greenway to North Point Parkway, and (4) Morris Road to North Point Parkway. Phases 1 and 2 are funded through TSPLOST 1, while Phases 3 and 4 are funded through TSPLOST 2. Phase 1 has been constructed and accepted by the City. Phase 1 was constructed earlier than the other phases to permit Big Creek Greenway to remain open predominately through construction. The Webb Bridge Road Improvement Project began in 2016 with a series of public input sessions and design charrettes through which residents, especially those living along the corridor, guided development of the initial design concepts. Those concepts were the basis of the final design plans for Phases 1 and 2 of the projects developed by Pond and Company under contract with the City.

Phase 2a (Roundabout to Webb Bridge Park) is currently under construction by Sol Construction.
Phase 3 (North Point Parkway to Big Creek Greenway) is currently under construction by Georgia Bridge and Construction.

Overview of Roadway Construction of Phase 2b (Big Creek Greenway to Maid Marion Close):

The item under consideration is the award of a contract for construction of the Phase 2b section of the Webb Bridge Road Improvement Project, which includes the span running from Big Creek Greenway to the intersection with Maid Marion Close. The total length of this section is approximately 1.6 miles. As illustrated in the attached exhibit, the construction project will provide:

- 1. Two travel lanes, each approximately 10.5 feet in width.
- 2. 4 feet wide bike lanes.
- 3. 10 feet wide sidewalks on both sides of the road, except a few areas where ROW was limited, and the sidewalk width was reduced.
- 4. 6 feet wide planting areas on both sides of the road, except a few locations where ROW was limited and a planting buffer between travel lanes and the sidewalk was not provided.
- 5. Landscape medians.

It is important to note that the installation of landscaping is not included as part of this contract. Rather, a separate contract for landscape installation by the City's on-call landscape contractor will be presented for consideration to the Mayor and Council at a later date when the roadway construction is substantially complete. Experience from past projects has proven that having the same company that maintains the City's landscaping install the landscape elements of our projects results in a better product and avoids claims that any poor performance is the result of plantings being improperly installed.

Construction of the phase from the Greenway to the roundabout is anticipated to take 22 months from the issuance of a notice to proceed.

Procurement and Project Bid Process:

Procurement for this project was initiated through Invitation to Bid (ITB 24-009), which was issued on October 12, 2023 with a response deadline of December 15, 2023. A total of five proposals were received in response to this invitation:

Company/ Bidder	Proposed Price
OhmShiv Construction, LLC	\$13,771,601.25
Vertical Earth, Inc.	\$14,491,227.19
Baldwin Paving Company, Inc.	\$16,750,025.20
Construction Management Engineering Services (CMES)	& \$16,776,961.00
C.W. Matthews Contracting Co., Inc.	\$17,063,490.60

After evaluation and verifying the submitted bids, staff from the Public Works Department met with representatives of OhmShiv Construction (OhmShiv), as the low bidder, on Friday, January 19, 2024. The project scope, schedule, and bid package as submitted by OhmShiv were discussed with the contractor during the meeting. OhmShiv is an experienced contractor that has successfully completed similar projects for agencies including the Georgia Department of Transportation (GDOT) and multiple local governments.

Overview of Pedestrian Lighting System for Phase 2b (Big Creek Greenway to Maid Marion Close):

Each of the five bidders that responded to ITB 24-009 provided a cost to install a pedestrian lighting system including 173 decorative poles, fixtures (LUMEC Serenade), and cables along the corridor. The lighting will match the existing lights installed near the greenway as well as those along Encore Parkway between Westside Parkway and North Point Parkway. The fixture is not downward lit, but with the cap there is a reduction of upward lighting (similar to the lights within City Center). A cost proposal was obtained from Georgia Power to provide the lighting system. Georgia Power's cost proposal to lease the lighting system is provided below with the low bidder.

Company/ Bidder	Proposed Price	
Georgia Power	\$1,000,000.00 Lease (with an additional \$2,816.00 monthly maintenance and usage cost)	
	\$1,547,574.00 (City maintains lights)	
OhmShiv Construction, LLC	\$1,962,202.50 (City maintains lights)	

Monthly energy consumption is included in Georgia Power's proposed cost. The monthly service amount will remain the same indefinitely for the lifetime of the current agreement with Georgia Power. Georgia Power Company will own and maintain the entire lighting system for the lifetime of the installation. Georgia Power also submitted a price to install the lights, but all maintenance would fall onto the City (same scope as the bidders). Georgia Power's cost was \$1.5M. Given lighting was an alternate, Georgia Power's cost; the cost equates to \$16.28/pole/month. The average cost per month for energy usage along Rucker and Kimball Bridge is approximately \$7/pole/month. Given the lower cost for the installation (\$980k vs \$1.96M) and Georgia Power maintaining all the lights, Public Works recommends awarding the lighting component of the project to Georgia Power.

Construction is anticipated to take 22 months from the issuance of a notice to proceed and landscape installation to commence upon completion of the road construction. Public Works staff met with representatives from OhmShiv to discuss any concerns they had moving forward and whether they could complete the work within the 22-month schedule. OhmShiv's representatives stated that based on their previous projects with the City, they are confident they can accomplish the work and are looking forward to delivery a quality project to the City.

ALTERNATIVES:

Do not approve and the construction services will not be procured.

ATTACHMENTS:

1. OhmShiv Response to ITB 24-009
2. Lighting Spec Sheet
3. Ohmshiv Contract ITB 24-009
4. WBR Ph 2b Council Exhibit
5. GP Lighting - WBR Agreement
6. Webb Bridge Rd. Streetscape - City of Alpharetta - Proposal (Jan 2024 Updated)(LUMEC)

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

Ohmshiv Construction, LLC

Instructions for Bid Form Completion:

1. This form MUST be used to submit cost proposal
2. Do not include a copy of this Bid Form in your technical bid information.
3. Complete all the fields. Enter Bidder's Name at top of form. See end of form as well for bid authorization and contact info.
4. Verify all amounts entered. This form will be used for bid price award.
5. During bid opening, only bid grand total will be called.
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.

Pay Item #	Item Description	Unit Price	Unit	QTY	Total
TRAFFIC CONTROL ITEMS					
150-1000	TRAFFIC CONTROL	\$375,500.00	LS	1	\$375,500.00
210-0100	GRADING COMPLETE	\$4,378,317.00	LS	1	\$4,378,317.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	\$8,000.00	EA	4	\$32,000.00
ROADWAY ITEMS					
310-1101	GR AGGR BASE CRS, INCL MATL	\$35.00	TN	4,943	\$173,005.00
318-3000	AGGR SURF CRS	\$34.00	TN	40	\$1,360.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	\$274.00	TN	519	\$142,206.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$146.00	TN	7,627	\$1,113,542.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$161.00	TN	1,061	\$170,821.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$146.00	TN	3,461	\$505,306.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$170.00	TN	624	\$106,080.00
413-0750	BITUM TACK COAT	\$6.00	GL	4,762	\$28,572.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$4.35	SY	34,570	\$150,379.50
441-0016	DRIVEWAY CONCRETE, 6 IN THK	\$64.00	SY	263	\$16,832.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	\$74.00	SY	14	\$1,036.00
441-0104	CONC SIDEWALK, 4 IN	\$49.00	SY	14,926	\$731,374.00
441-0108	CONC SIDEWALK, 8 IN	\$74.00	SY	921	\$68,154.00
441-0754	CONCRETE MEDIAN, 7 1/2 IN	\$79.00	SY	444	\$35,076.00
441-4020	CONC VALLEY GUTTER, 6 IN	\$64.00	SY	380	\$24,320.00
441-4030	CONC VALLEY GUTTER, 8 IN	\$74.00	SY	216	\$15,984.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	\$22.00	LF	15,020	\$330,440.00
441-5004	CONCRETE HEADER CURB, 6 IN, TP 4	\$22.00	LF	1,391	\$30,602.00
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	\$23.00	LF	214	\$4,922.00
441-5025	CONCRETE HEADER CURB, 4 IN TP 9	\$23.00	LF	61	\$1,403.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$24.00	LF	7,026	\$168,624.00
441-9000	PRECAST BUMPER BLOCK	\$150.00	EA	21	\$3,150.00
441-9999	RAISED CONCRETE CROSSWALKS	\$100.00	SY	152	\$15,200.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$3.00	LF	10,695	\$32,085.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$675.00	LF	100	\$67,500.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

500-3115	CLASS A CONCRETE, TYPE P2, RETAINING WALL	\$600.00	LF	811	\$486,600.00
500-3201	CLASS B CONCRETE, RETAINING WALL	\$825.00	CY	103	\$84,975.00
500-3600	CLASS AAA CONCRETE, TRUCK APRON	\$1,055.00	CY	4	\$4,220.00
500-3900	CLASS B CONCRETE, INCL REINF STEEL	\$1,140.00	CY	341	\$388,740.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	CY	218	\$65,400.00
515-2015	HANDRAIL - ALPHARETTA STANDARD	\$62.00	LF	3,056	\$189,472.00
621-6210	CONCRETE SIDE BARRIER, TP 6-S	\$630.00	LF	30	\$18,900.00
621-6213	CONCRETE SIDE BARRIER, TP 6-SC	\$925.00	LF	252	\$233,100.00
641-1200	GUARDRAIL, TP W	\$46.75	LF	221	\$10,331.75
641-5001	GUARDRAIL ANCHORAGE, TP 1	\$2,150.00	EA	1	\$2,150.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	\$3,550.00	EA	1	\$3,550.00
643-8210	WOOD FENCE - 1200020	\$35.00	LF	1,283	\$44,905.00
682-2150	PULL BOX, PB-5	\$1,800.00	EA	6	\$10,800.00
682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	\$5.75	LF	380	\$2,185.00
900-0039	BRICK PAVERS	\$25.00	SF	596	\$14,900.00
999-9995	MANUFACTURE STONE VENEER	\$22.00	SF	5,089	\$111,958.00
DRAINAGE ITEMS					
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	\$1,700.00	EA	1	\$1,700.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	\$82.00	LF	3,867	\$317,094.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	\$110.00	LF	1,029	\$113,190.00
550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	\$140.00	LF	288	\$40,320.00
573-9999	PERFORATED UNDERDRAIN, 6 IN	\$20.00	LF	614	\$12,280.00
600-0001	FLOWABLE FILL	\$150.00	CY	13	\$1,950.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	\$3,500.00	EA	15	\$52,500.00
611-3010	RECONSTR DROP INLET, GP 1	\$3,500.00	EA	1	\$3,500.00
611-3030	RECONSTR STORM SEWER MANHOLE, TP 1	\$3,500.00	EA	12	\$42,000.00
611-8000	ADJUST CATCH BASIN TO GRADE	\$2,250.00	EA	1	\$2,250.00
611-8050	ADJUST MANHOLE TO GRADE	\$2,000.00	EA	3	\$6,000.00
668-1100	CATCH BASIN, GP 1	\$6,500.00	EA	46	\$299,000.00
668-1110	CATCH BASIN, GP 1 , ADDL DEPTH	\$1,000.00	LF	36	\$36,000.00
668-2100	DROP INLET, GP 1	\$6,200.00	EA	15	\$93,000.00
668-2105	DROP INLET, GP 1, SPCL DES	\$6,200.00	EA	1	\$6,200.00
668-2110	DROP INLET, GP 1, ADDL DEPTH	\$1,000.00	LF	12	\$12,000.00
668-4300	STORM SEWER MANHOLE, TP 1	\$6,200.00	EA	19	\$117,800.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH CL 1	\$1,000.00	LF	13	\$13,000.00
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH CL 2	\$1,200.00	LF	49	\$58,800.00
668-5000	JUNCTION BOX	\$6,000.00	EA	2	\$12,000.00
TRAFFIC & ITS ITEMS					
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$35.00	SF	215	\$7,525.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 40' MAST ARM (POWDER-COAT BLACK FINISH)	\$21,055.00	EA	1	\$21,055.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 45' MAST ARM (POWDER-COAT BLACK FINISH)	\$29,000.00	EA	2	\$58,000.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 50' MAST ARM (POWDER-COAT BLACK FINISH)	\$31,350.00	EA	2	\$62,700.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 55' MAST ARM (POWDER-COAT BLACK FINISH)	\$30,300.00	EA	2	\$60,600.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$30,750.00	EA	2	\$61,500.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 45' MAST ARM AND 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$50,300.00	EA	2	\$100,600.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 50' MAST ARM AND 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$50,400.00	EA	1	\$50,400.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 - WEBB BRIDGE RD AT LAKE WINDWARD DR	\$101,000.00	LS	1	\$101,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 2 - WEBB BRIDGE RD AT SHIRLEY BRIDGE RD	\$101,000.00	LS	1	\$101,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 3 - WEBB BRIDGE RD AT PARK GLENN DR	\$96,000.00	LS	1	\$96,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 4 - WEBB BRIDGE RD AT MIDDLE SCHOOL DRWY	\$101,000.00	LS	1	\$101,000.00
682-2150	TP 5 PULL BOX	\$1,275.00	EA	30	\$38,250.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	\$25.25	LF	40	\$1,010.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	\$5.75	LF	15,500	\$89,125.00
682-8500	ELECTRICAL POWER SERVICE ASSEMBLY (AERIAL SERVICE POINT)	\$8,000.00	EA	4	\$32,000.00
682-9950	DIRECTIONAL BORE, 5 IN	\$16.25	LF	1,745	\$28,356.25
682-9950	DIRECTIONAL BORE, 7 IN	\$20.25	LF	1,290	\$26,122.50
936-1000	CCTV SYSTEM	\$13,500.00	EA	4	\$54,000.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 1	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 2	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 3	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 4	\$11,500.00	EA	1	\$11,500.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 1	\$4,250.00	EA	1	\$4,250.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 2	\$3,650.00	EA	1	\$3,650.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 3	\$4,250.00	EA	1	\$4,250.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 4	\$3,250.00	EA	1	\$3,250.00
SIGNING & MARKING ITEMS					
610-9001	REMOVE SIGN	\$200.00	EA	26	\$5,200.00
611-5551	RESET SIGN	\$200.00	EA	24	\$4,800.00
634-1200	RIGHT OF WAY MARKERS	\$375.00	EA	80	\$30,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$28.00	SF	313	\$8,764.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$28.00	SF	99	\$2,772.00
636-2070	GALV STEEL POSTS, TP 7 (1 POST)	\$12.00	EA	545	\$6,540.00
636-2090	GALV STEEL POSTS, TP 9	\$14.00	EA	242	\$3,388.00
647-5230	SIGN ASSEMBLY, FLASHING SCHOOL, COMPLETE	\$8,000.00	EA	4	\$32,000.00
652-0094	THERMOPLASTIC PVMT MARKING SYMBOL, TP 4	\$300.00	EA	27	\$8,100.00
652-5451	SOLID TRAF STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	\$3,000.00	GLM	3	\$9,000.00
652-6501	SKIP TRAF STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	\$3,000.00	GLM	1	\$3,000.00
653-0120	THERMOPLASTIC PVMT MARKING ARROW, TP 2	\$125.00	EA	62	\$7,750.00
653-0130	THERMOPLASTIC PVMT MARKING ARROW, TP 3	\$125.00	EA	2	\$250.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

653-0210	THERMOPLASTIC PVMT MARKING WORD, TP 1	\$225.00	EA	4	\$900.00
653-0230	THERMOPLASTIC PVMT MARKING WORD, TP 3A	\$200.00	EA	3	\$600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPING, 5 IN, WHITE	\$1.00	LF	9,748	\$9,748.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPING, 5 IN, YELLOW	\$1.00	LF	15,211	\$15,211.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPING, 24 IN, WHITE	\$10.00	LF	437	\$4,370.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPING, 8 IN, WHITE	\$3.25	LF	5,744	\$18,668.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPING, 5 IN, WHITE	\$0.75	LF	1,099	\$824.25
653-3502	THERMOPLASTIC SKIP TRAF STRIPING, 5 IN, YELLOW	\$0.75	LF	1,730	\$1,297.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	\$7.00	SY	326	\$2,282.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	\$7.00	SY	1,219	\$8,533.00
654-1001	RAISED PVMT MARKERS TP 1	\$7.00	EA	366	\$2,562.00
654-1003	RAISED PVMT MARKERS TP 3	\$7.00	EA	211	\$1,477.00
657-1110	PREFORMED PLASTIC SOLID PVMT MKG, 11 IN, CONTRAST (BLACK-WHITE), TP PB	\$15.00	LF	728	\$10,920.00
LANDSCAPE ITEMS					
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	\$25.25	LF	240	\$6,060.00
682-6223	CONDUIT, NONMETL, TP 2, 3 IN	\$4.75	LF	240	\$1,140.00
702-9025	LANDSCAPE MULCH - 1" DEPTH	\$100.00	CY	4	\$400.00
EROSION CONTROL - TEMPORARY ITEMS					
163-0232	TEMPORARY GRASSING	\$850.00	AC	6	\$5,100.00
163-0240	MULCH	\$300.00	TN	178	\$53,400.00
163-0300	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$2,250.00	EA	2	\$4,500.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	\$300.00	EA	96	\$28,800.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$200.00	EA	11	\$2,200.00
163-1915	CONSTRUCT AND REMOVE COMPOST FILTER SOCK, 18 IN	\$12.00	LF	450	\$5,400.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$1.00	LF	14,025	\$14,025.00
165-0050	MAINTENANCE OF SILT RETENTION BARRIER (CHECK DAMS)	\$2.00	LF	48	\$96.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	\$100.00	EA	11	\$1,100.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	\$1,000.00	EA	2	\$2,000.00
165-1500	MAINTENANCE OF COMPOST FILTER SOCKS (ALL SIZES)	\$3.00	LF	450	\$1,350.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	\$600.00	EA	10	\$6,000.00
167-1500	WATER QUALITY INSPECTIONS	\$850.00	MO	24	\$20,400.00
171-0030	TEMPORARY SILT FENCE, TYPE C	\$3.50	LF	28,050	\$98,175.00
643-8200	ORANGE BARRIER FENCE (COA STD L-6 TYPE B TREE PROTECTION FENCE)	\$2.50	LF	16,600	\$41,500.00
716-2000	EROSION CONTROL MATS (JUTE BASED), SLOPES	\$2.25	SY	2,950	\$6,637.50
EROSION CONTROL - PERMANENT ITEMS					
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN (PARCEL 28 ONLY)	\$125.00	SY	25	\$3,125.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	\$70.00	SY	18	\$1,260.00
603-7000	PLASTIC FILTER FABRIC	\$5.00	SY	43	\$215.00
700-6910	PERMANENT GRASSING	\$1,850.00	AC	12	\$22,200.00
700-7000	AGRICULTURAL LIME	\$450.00	TN	36	\$16,200.00
700-8000	FERTILIZER MIXED GRADE	\$750.00	TN	20	\$15,000.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

700-8100	FERTILIZER NITROGEN CONTENT	\$4.00	LB	591	\$2,364.00
700-9300	SOD	\$9.00	SY	2,188	\$19,692.00
766-7020	IRRIGATION SYSTEM	\$25,000.00	LS	1	\$25,000.00
UTILITY ITEMS					
611-8050	ADJUST MANHOLE TO GRADE	\$4,000.00	EA	6	\$24,000.00
611-8120	ADJUST WATER METER BOX TO GRADE	\$1,200.00	EA	3	\$3,600.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	\$500.00	EA	14	\$7,000.00
611-9999	ADJUST WATER VAULT TO GRADE	\$12,500.00	EA	1	\$12,500.00
670-4000	FIRE HYDRANT	\$8,500.00	EA	7	\$59,500.00
670-9920	REMOVE EXISTING FIRE HYDRANT	\$3,500.00	EA	7	\$24,500.00
OTHER ITEMS					
999-9999	MISCELLANEOUS CONSTRUCTION	\$ 250,000.00	LS	1	\$250,000.00
		GRAND TOTAL			\$13,771,601.25

ALTERNATE #1 - LIGHTING ITEMS

680-4110	LIGHTING STD, 11-15 FT MH, POST TOP	\$4,250.00	EA	173	\$735,250.00
680-6130	LUMINAIRE, TP 3, LED	\$5,250.00	EA	173	\$908,250.00
682-1504	CABLE, TP RHH/RHW, AWG NO 10	\$3.45	LF	47,100	\$162,495.00
682-2110	ELECTRICAL SERVICE POINT	\$10,000.00	EA	4	\$40,000.00
682-2120	PULL BOX, TYPE 2	\$2,500.00	EA	4	\$10,000.00
682-6221	CONDUIT, NONMETAL, TP 2, 2 1/2 IN	\$6.25	LF	15,700	\$98,125.00
682-9950	DIRECTIONAL BORE - 3 IN	\$15.25	LF	530	\$8,082.50
		Alternate #1 Total			\$1,962,202.50

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close, Bidder certifies that:

- A. Bidder has carefully read and understands Bidding Documents;
- B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;
- C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;
- D. Bidder has reviewed ITB 23-009 Plans and Project Manual Project Manual and Specifications; and
- E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.
- F. Public Bid Opening, only the Addendum #2 Schedule of Items Grand Total will be called.
- G. Award of this project will be by grand total base bid plus any selected alternates.

Ohmshiv Construction, LLC	Company Name:
805 Progress Ct, Ste A, Lawrenceville, GA 30043	Address:
Naresh Bhanderi- Managing Member/President	Name(s) and Title(s) Authorized Signer(s):

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

404 379 5007	Contact Info - Phone Number:
naresh@ohmshiv.com	Contact Info - Email Address:



Lumec's Serenade DSX LED post top luminaires are a beautiful staple of elegance and subtlety with a mighty and brilliant heart. It can be used to accentuate any environment no matter how harsh the prevailing conditions might be. The Serenade is a straightforward, no-nonsense luminaire, designed for performance and reliability.

Project: _____

Location: _____

Cat.No: _____

Type: _____

Lamps: _____ Qty: _____

Notes: _____

Ordering guide: Luminaire

Example: S55-72W32LED4K-G3-ACDR-LE3-120-DMG-SFX-RC-BKTX

Series	LED module	Gen	Globe material	Optical system	Voltage	Driver options	Adapters
S55		G3					
S55 Serenade DSX	4000K 35W32LED4K 55W32LED4K 55W48LED4K 72W32LED4K 80W48LED4K 108W48LED4K	3000K 35W32LED3K 55W32LED3K 55W48LED3K 72W32LED3K 80W48LED3K 108W48LED3K	G3 ACDR Acrylic globe GL Glass globe	LE2 Type II (ASYM) LE3 Type III (ASYM) LE3W Type III (ASYM) wide LE4 Type IV (ASYM) LE5¹ Type V (SYMM)	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST² Pre-set, progressive start-up CLO² Pre-set, manage lumen depreciation DALI² Pre-set, compatible with the DALI control system OTL² Pre-set to signal end of life of the lamp DMG 0-10V CDMGE25² 8 hrs. 25% reduction CDMGE50² 8 hrs. 50% reduction CDMGE75² 8 hrs. 75% reduction CDMGM25² 6 hrs. 25% reduction CDMGM50² 6 hrs. 50% reduction CDMGM75² 6 hrs. 75% reduction CDMGS25² 4 hrs. 25% reduction CDMGS50² 4 hrs. 50% reduction CDMGS75² 4 hrs. 75% reduction SRD¹ Sensor ready driver (standard configuration) SRD1¹ Sensor ready driver (alternate configuration)	SFOK Oak leaf fitter SFX Standard fitter

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BC Block connector BST Brass decorative cupola BSTC Brass decorative cupola with clear coat CPT Copper decorative cupola CPTC Copper decorative cupola with clear coat CR55 Decorative crown FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial FN8 Decorative finial FN9 Decorative finial FN10 Decorative finial	FN11 Decorative finial FNC Finial painted copper HS House Side Shield OVR Override function PH8 Photoelectric cell PH9 Shorting Cap PHXL Photoelectric cell, extended life RC³ Receptacle 3 pin RCD7⁴ Receptacle 7 pin SP2 Surge protector TN2.875C 2 7/8" dia. Tenon adaptor TN3 3" dia. Tenon adaptor TN3.5 3 1/2" dia. Tenon adaptor	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets. BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammetone gold WHTX Textured white

- Not available with **HS** option.
- Not available 347-480 volt.
- Use of photoelectric cell or shorting cap is required to ensure proper illumination.
- The RCD7 is located on top of the fitter, inside the globe.

Note: If 5 or 7 pin receptacle is required contact factory.

S55 – S55C1–C2 Serenade DSX LED

Urban Luminaire

Ordering guide: Luminaire

Example: S55C1-72W32LED4K-G3-ACDR-LE3-120-DMG-SFX-RC-BKTX

Series	LED module		Gen	Globe material	Optical system	Voltage	Driver options		Adapters												
			G3																		
S55C1 Serenade DSX	4000K	3000K	G3	ACDR Acrylic globe GL Glass globe	LE2	Type II (ASYM)	120	120V	AST ²	Pre-set, progressive start-up	SFOK	Oak leaf fitter									
	35W32LED4K	35W32LED3K			208	208V	CLO ²	Pre-set, manage lumen depreciation	SFX	Standard fitter											
S55C2 Serenade DSX	55W32LED4K	55W32LED3K			LE3	Type III (ASYM)	240	240V			DALI ²	Pre-set, compatible with the DALI control system									
	55W48LED4K	55W48LED3K			LE3W	Type III (ASYM) wide	277	277V			OTL ²	Pre-set to signal end of life of the lamp									
	72W32LED4K	72W32LED3K					347	347V			DMG 0-10V										
	80W48LED4K	80W48LED3K					480	480V				CDMGE25 ²	8 hrs. 25% reduction								
	108W48LED4K	108W48LED3K			LE4	Type IV (ASYM)	CDMGE50 ²	8 hrs. 50% reduction													
		LE5 ¹	Type V (SYMM)	CDMGE75 ²	8 hrs. 75% reduction	CDMGM25 ²	6 hrs. 25% reduction	CDMGM50 ²	6 hrs. 50% reduction	CDMGM75 ²	6 hrs. 75% reduction	CDMGS25 ²	4 hrs. 25% reduction	CDMGS50 ²	4 hrs. 50% reduction	CDMGS75 ²	4 hrs. 75% reduction	SRD ¹	Sensor ready driver (standard configuration)	SRD1 ¹	Sensor ready driver (alternate configuration)

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BC Block Connector BS Brass decorative band BSC Brass decorative band with clear coat BST Brass decorative cupola BSTC Brass decorative cupola with clear coat CPT Copper decorative cupola CPTC Copper decorative cupola with clear coat CU Copper decorative band CUC Copper decorative band with clear coat FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial	FN8 Decorative finial FN9 Decorative finial FN10 Decorative finial FN11 Decorative finial FNC Finial painted copper HS House Side Shield OVR Override function PH8 Photoelectric cell PH9 Shorting Cap PHXL Photoelectric cell, extended life RC³ Receptacle 3 pin RCD7⁴ Receptacle 7 pin SP2 Surge protector TN2.875C 2 7/8" dia. Tenon adaptor TN3 3" dia. Tenon adaptor TN3.5 3 1/2" dia. Tenon adaptor	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets. BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammettone gold WHTX Textured white

1. Not available with **HS** option.

2. Not available 347-480 volt.

3. Use of photoelectric cell or shorting cap is required to ensure proper illumination.

4. The RCD7 is located on top of the fitter, inside the globe.

Note: If 5 or 7 pin receptacle is required contact factory.

Ordering guide: Motion Response

example: ACC-120-MR4PGI-BKTX

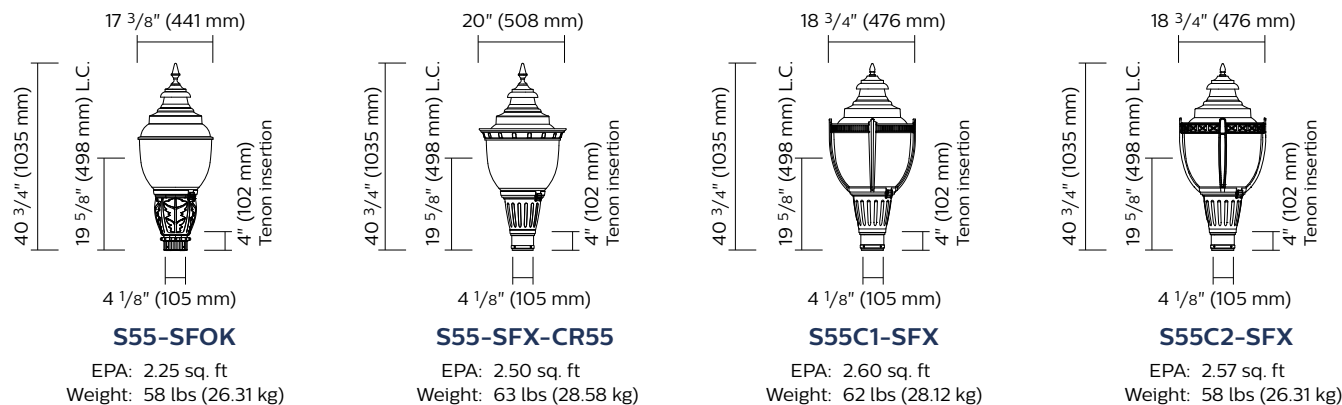
Accessory	Voltage	Module	Finish
ACC	120 120V 277 277V	MR4PG1 Single grey MR4PG2 Double grey MR4PW1 Single white MR4PW2 Double white	(Consult Signify representative)

*OVR option is required for Motion Response Accessory

S55 – S55C1-C2 Serenade DSX LED

Urban Luminaire

Dimensions



Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>85%

S55 – S55C1-C2 Serenade DSX LED

Urban Luminaire

LED Wattage and Lumen Values: for S55-S55C1-C2

Ordering Code: (4000K)	Total LEDs	System current (mA)	Average System Watts¹ (W)	LE2			LE3			LE2W			LE4			LE5		
				Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)
Globe 3000K (S55)																		
35W32LED3K-G3-x	32	350	37	4080	B1-U3-G1	110	4185	B1-U3-G2	113	4361	B1-U3-G2	118	4299	B1-U3-G2	116	4560	B3-U3-G2	123
55W32LED3K-G3-x	32	530	54	5803	B2-U3-G2	107	5952	B2-U3-G2	110	6202	B2-U3-G2	115	6113	B1-U3-G2	113	6486	B3-U3-G2	120
72W32LED3K-G3-x	32	700	71	7256	B2-U3-G2	102	7442	B2-U3-G2	105	7756	B2-U3-G3	109	7644	B2-U3-G2	108	8110	B4-U3-G2	114
55W48LED3K-G3-x	48	350	54	6215	B2-U3-G2	116	6375	B2-U3-G2	119	6643	B2-U3-G2	124	6548	B1-U3-G2	122	6947	B3-U3-G2	130
80W48LED3K-G3-x	48	530	80	8855	B2-U3-G2	111	9082	B2-U3-G2	114	9465	B2-U3-G3	118	9328	B2-U3-G3	117	9897	B4-U3-G3	124
108W48LED3K-G3-x	48	700	104	11108	B3-U3-G3	107	11393	B2-U3-G3	110	11873	B3-U3-G3	114	11702	B2-U3-G3	113	12415	B4-U3-G3	119
Globe 4000K (S55)																		
35W32LED4K-G3-x	32	350	37	4284	B1-U3-G1	116	4394	B1-U3-G2	119	4579	B1-U3-G2	124	4513	B1-U3-G2	122	4788	B3-U3-G2	129
55W32LED4K-G3-x	32	530	54	6093	B2-U3-G2	113	6250	B2-U3-G2	116	6513	B2-U3-G2	121	6419	B1-U3-G2	119	6810	B3-U3-G2	126
72W32LED4K-G3-x	32	700	71	7619	B2-U3-G2	107	7814	B2-U3-G2	110	8144	B2-U3-G3	115	8027	B2-U3-G2	113	8516	B4-U3-G3	120
55W48LED4K-G3-x	48	350	54	6526	B2-U3-G2	122	6694	B2-U3-G2	125	6975	B2-U3-G2	130	6875	B1-U3-G2	129	7294	B3-U3-G2	136
80W48LED4K-G3-x	48	530	80	9297	B2-U3-G2	116	9536	B2-U3-G3	119	9938	B2-U3-G3	124	9795	B2-U3-G3	122	10391	B4-U3-G3	130
108W48LED4K-G3-x	48	700	104	11663	B3-U3-G3	112	11963	B3-U3-G3	115	12467	B3-U3-G3	120	12287	B2-U3-G3	118	13036	B4-U3-G3	125
Globe with cage 3000K (S55C1)																		
35W32LED3K-G3-x	32	350	37	3694	B1-U3-G1	100	3793	B1-U3-G1	103	3986	B1-U3-G2	108	3900	B1-U3-G2	105	4224	B3-U3-G2	114
55W32LED3K-G3-x	32	530	54	5253	B1-U3-G1	97	5394	B1-U3-G2	100	5669	B2-U3-G2	105	5547	B1-U3-G2	103	6007	B3-U3-G2	111
72W32LED3K-G3-x	32	700	71	6569	B2-U3-G2	93	6745	B2-U3-G2	95	7088	B2-U3-G3	100	6936	B1-U3-G3	98	7511	B3-U3-G2	106
55W48LED3K-G3-x	48	350	54	5627	B2-U3-G2	105	5778	B1-U3-G2	108	6071	B2-U3-G2	113	5941	B1-U3-G2	111	6434	B3-U3-G2	120
80W48LED3K-G3-x	48	530	80	8016	B2-U3-G2	100	8231	B2-U3-G2	103	8650	B2-U3-G3	108	8464	B2-U3-G3	106	9166	B4-U3-G3	115
108W48LED3K-G3-x	48	700	106	10056	B2-U3-G2	95	10326	B2-U3-G3	97	10851	B2-U3-G3	102	10618	B2-U3-G3	100	11498	B4-U3-G3	108
Globe with cage 4000K (S55C1)																		
35W32LED4K-G3-x	32	350	37	3879	B1-U3-G1	105	3983	B1-U3-G1	108	4185	B1-U3-G2	113	4095	B1-U3-G2	111	4435	B3-U3-G2	120
55W32LED4K-G3-x	32	530	54	5516	B2-U3-G2	102	5664	B1-U3-G2	105	5952	B2-U3-G2	110	5824	B1-U3-G2	108	6307	B3-U3-G2	117
72W32LED4K-G3-x	32	700	71	6898	B2-U3-G2	97	7083	B2-U3-G2	100	7443	B2-U3-G3	105	7283	B1-U3-G3	103	7887	B4-U3-G2	111
55W48LED4K-G3-x	48	350	54	5908	B2-U3-G2	110	6067	B2-U3-G2	113	6375	B2-U3-G2	119	6238	B1-U3-G2	117	6755	B3-U3-G2	126
80W48LED4K-G3-x	48	530	80	8417	B2-U3-G2	105	8643	B2-U3-G2	108	9082	B2-U3-G3	114	8887	B2-U3-G3	111	9624	B4-U3-G3	120
108W48LED4K-G3-x	48	700	106	10559	B2-U3-G2	100	10842	B2-U3-G3	102	11394	B3-U3-G3	107	11149	B2-U3-G3	105	12073	B4-U3-G3	114

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@signify.com.

Note: Some data may be scaled based on tests of similar. But not identical luminaires.

Specifications:

Housing

Finial: Decorative cast 356 aluminum, mechanically assembled.

Hood: Spun aluminum 1100 O dome, permanently assembled to the globe.

Guard (S55C1/C2 only): In a round shape, this guard is made of four cast aluminum 356 decorative arms and one decorative ring. The guard is welded to the fitter.

Fitter: Cast aluminum A360.1 c/w 4 set screws 3/8-16 UNC. Fits on a 4"(102mm) outside diameter by 4"(102mm) long tenon.

Access-mechanism

A cast A360.1 aluminum technical ring with latch and hinge. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofness.

Light engine

LED engine composed of 5 main components:
Heat Sink / Globe / LED lamp / Driver / Optical System

Electrical components are RoHS compliant.

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Globe

One-piece, seamless, injection-molded impact-resistant (DR) acrylic or Glass globe having an inner prismatic surface with semi-prismatic house side shield and glare softening prisms on the street side. The smooth external finish offers self-cleaning properties. The globe is permanently sealed onto the access-mechanism.

Heat sink

Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

S55 – S55C1-C2 Serenade DSX LED

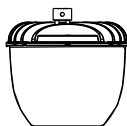
Urban Luminaire

Specifications:

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated.

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2 - Type II (ASYM)
LE3 - Type III (ASYM)
LE3W - Type III (ASYM) Wide
LE4 - Type IV (ASYM)
LE5 - Type V (SYMM)

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V.

Order Code	Dimming		
	Scenario	Duration	Level
CDMGS25	Safety	4 hours	25%
CDMGS50	Safety	4 hours	50%
CDMGS75	Safety	4 hours	75%
CDMGM25	Median	6 hours	25%
CDMGM50	Median	6 hours	50%
CDMGM75	Median	6 hours	75%
CDMGE25	Economy	8 hours	25%
CDMGE50	Economy	8 hours	50%
CDMGE75	Economy	8 hours	75%

SRD: Sensor Ready Driver including SR communication (used for dimming and other functionalities), 24V auxiliary supply and a logical signal input (LSI) connected to the top NEMA twist lock receptacle.

SRD1: Sensor Ready Driver including SR communication (used for dimming and other functionalities) but with 24V auxiliary supply and a logical signal input (LSI) not connected to the top NEMA twist lock.

Luminaire options

BC: Block Connector

BST: Brass decorative cupola

BSTC: Brass decorative cupola with clear coat

CPT: Copper decorative cupola

CPTC: Copper decorative cupola with clear coat

FN2: Decorative finial



FN3: Decorative finial



FN4: Decorative finial



FN8: Decorative finial



FN9: Decorative finial



FN10: Decorative finial



FN11: Decorative finial



FNC: Finial painted copper

HS: House side shield

OVR: Override function

PH8: Photoelectric Cell, Twist-lock Type. Allows a 90 degree rotation.



PH9: Shorting cap, Twist-lock Type



PHXL: Extended life photoelectric cell, Twist-lock Type. Allows a 90° rotation.



RC: Receptacle 3 pin

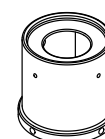


RCD7 Receptacle 7-pins



SP2: Integral surge protector

TN2.875: 2-7/8" dia. Tenon adaptor



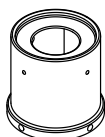
S55 – S55C1-C2 Serenade DSX LED

Urban Luminaire

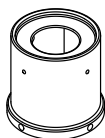
Specifications (continued)

Luminaire options (continued)

TN3: 3" dia. Tenon adaptor



TN3.5: 3-1/2" dia. Tenon adaptor



S55 (only)

CR55: Decorative crown

S55C1-C2 (only)

BS: Brass decorative band

BSC: Brass decorative band with clear coat

CU: Copper decorative band

CUC: Copper decorative band with clear coat

Surge Protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. **SP2** 20kV/20kA optional.

Wiring

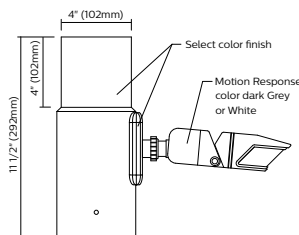
Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

Hardware

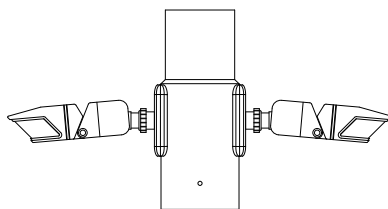
All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Motion Response

Tenon mount motion response provides 270° coverage on an adjustable knuckle. The coverage equals to up to 6 times the sensor height. It is an option offered jointly with the Dynadimmer **OVR** option, that can bring the light up to 100% when the motion response is triggered. It is available in a single or double mounting option. Finish options for the motion response device are white or dark gray. Finish options for the tenon must be specified to match the luminaire and pole. The tenon mount is fully rotatable 360°. This option is available for a 4" OD x 4" long tenon. See instruction sheet for time setting functionality (12 second to 16 minute turn off options) and for mounting instructions.



MR4PG1 or MR4PW1



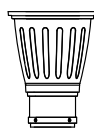
MR4PG2 or MR4PW2

Luminaire adapters

SFOK: Oak leaf fitter. Fits on a 4" (102mm) outside diameter by 4" (102mm) long tenon.



SFX: Standard fitter. Fits on a 4" (102mm) outside diameter by 4" (102mm) long tenon.



Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

BE2TX: Textured Midnight Blue
BE6TX: Textured Ocean Blue
BE8TX: Textured Royal Blue
BG2TX: Textured Sandstone
BKTX: Textured Black
BRTX: Textured Bronze
GN4TX: Textured Blue Green
GN6TX: Textured Forest Green
GN8TX: Textured Dark Forest Green
GNTX: Textured Green
GR: Gray Sandtex
GY3TX: Textured Medium Grey
NP: Natural Aluminum
RD2TX: Textured Burgundy
RD4TX: Textured Scarlet
TG: Hammer-tone Gold
WHTX: Textured White

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C (32LED's at 1050mA is 88,000). Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

LED products (manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality control

Manufactured to ISO 9001 2008 standards and ISO 14001-2004 International Quality Standards Certification.

Certifications and Compliance

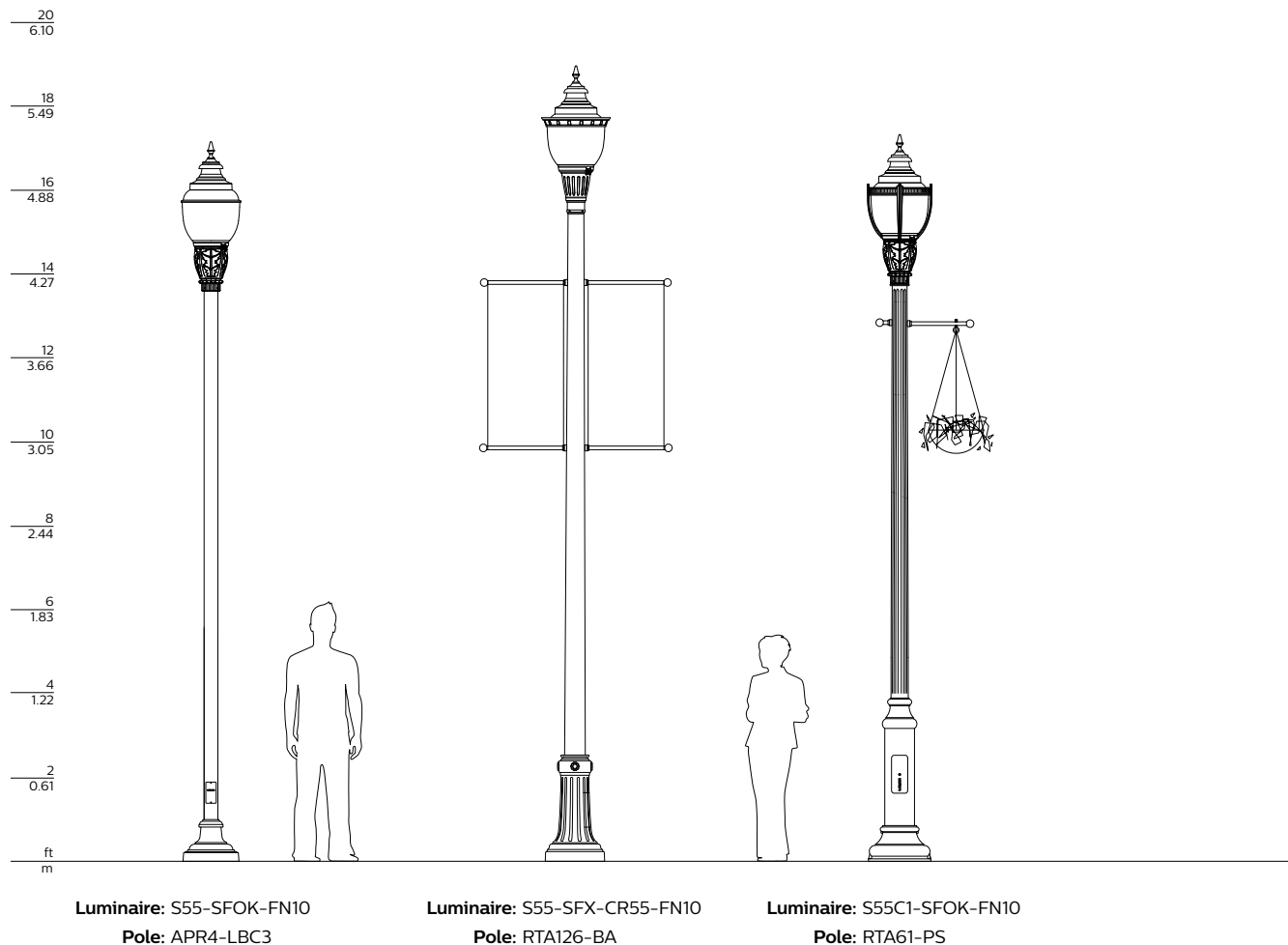
CSA, cULus Listed for Canada and USA. Serenade LED luminaires are DesignLights Consortium qualified.

S55 – S55C1-C2 Serenade DSX LED

Urban Luminaire

Specifications (continued):

Poles & Brackets Sample configurations.



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CONTRACT AGREEMENT
WEBB BRIDGE ROAD IMPROVEMENTS - BIG CREEK GREENWAY TO MAID MARION CLOSE
(INVITATION TO BID NO. 24-009)

THIS AGREEMENT, made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **OHMSHIV CONSTRUCTION, LLC**, a Georgia limited liability company, with its principal office located at 805 Progress Ct, Suite A, Lawrenceville, GA 30043 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

WEBB BRIDGE ROAD IMPROVEMENTS - BIG CREEK GREENWAY TO MAID MARION CLOSE including but not limited to roadway construction and widening, installation of curb and gutter, installation of sidewalks, installation of storm drain structures and pipes, construction of retaining walls, installation of landscaping, and related work. The location of work is along Webb Bridge Road between the Big Creek Greenway crossing and Maid Marion Close --- within the City of Alpharetta, Georgia.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit "A" attached for a total sum not to exceed **THIRTEEN MILLION, SEVEN HUNDRED SEVENTY-ONE THOUSAND, SIX HUNDRED ONE DOLLARS AND 25/100 (\$13,771,601.25)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 24-009, CONTRACTOR'S Bid, the General Conditions, including the Standard Specifications as modified by the Supplemental Specifications, the Special Provisions, including any technical specifications for the Project, the Plans and Specifications, including all explanatory matter thereof, and the other Contract Documents as enumerated in Section 101.16 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions and to make payments on account thereof as provided in Section 109 of the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by

the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to achieve final completion of the Work **six hundred seventy (670) calendar days from Notice to Proceed.**

[signatures begin next page]

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

OHMSHIV CONSTRUCTION, LLC

By: _____

Naresh Bhanderi, Managing Member/President

Attest:

By: _____

Ashok Virani, Managing Member/Secretary

Date: _____

EXHIBIT "A"

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

Enter Bidder's / Company's name here: Ohmshiv Construction, LLC					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all the fields. Enter Bidder's Name at top of form. See end of form as well for bid authorization and contact info.					
4. Verify all amounts entered. This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					

Pay Item #	Item Description	Unit Price	Unit	QTY	Total
TRAFFIC CONTROL ITEMS					
150-1000	TRAFFIC CONTROL	\$375,500.00	LS	1	\$375,500.00
210-0100	GRADING COMPLETE	\$4,378,317.00	LS	1	\$4,378,317.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	\$8,000.00	EA	4	\$32,000.00
ROADWAY ITEMS					
310-1101	GR AGGR BASE CRS, INCL MATL	\$35.00	TN	4,943	\$173,005.00
318-3000	AGGR SURF CRS	\$34.00	TN	40	\$1,360.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	\$274.00	TN	519	\$142,206.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$146.00	TN	7,627	\$1,113,542.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$161.00	TN	1,061	\$170,821.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$146.00	TN	3,461	\$505,306.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$170.00	TN	624	\$106,080.00
413-0750	BITUM TACK COAT	\$6.00	GL	4,762	\$28,572.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$4.35	SY	34,570	\$150,379.50
441-0016	DRIVEWAY CONCRETE, 6 IN THK	\$64.00	SY	263	\$16,832.00
441-0018	DRIVEWAY CONCRETE, 8 IN THK	\$74.00	SY	14	\$1,036.00
441-0104	CONC SIDEWALK, 4 IN	\$49.00	SY	14,926	\$731,374.00
441-0108	CONC SIDEWALK, 8 IN	\$74.00	SY	921	\$68,154.00
441-0754	CONCRETE MEDIAN, 7 1/2 IN	\$79.00	SY	444	\$35,076.00
441-4020	CONC VALLEY GUTTER, 6 IN	\$64.00	SY	380	\$24,320.00
441-4030	CONC VALLEY GUTTER, 8 IN	\$74.00	SY	216	\$15,984.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	\$22.00	LF	15,020	\$330,440.00
441-5004	CONCRETE HEADER CURB, 6 IN, TP 4	\$22.00	LF	1,391	\$30,602.00
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	\$23.00	LF	214	\$4,922.00
441-5025	CONCRETE HEADER CURB, 4 IN TP 9	\$23.00	LF	61	\$1,403.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$24.00	LF	7,026	\$168,624.00
441-9000	PRECAST BUMPER BLOCK	\$150.00	EA	21	\$3,150.00
441-9999	RAISED CONCRETE CROSSWALKS	\$100.00	SY	152	\$15,200.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$3.00	LF	10,695	\$32,085.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$675.00	LF	100	\$67,500.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4

ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close

500-3115	CLASS A CONCRETE, TYPE P2, RETAINING WALL	\$600.00	LF	811	\$486,600.00
500-3201	CLASS B CONCRETE, RETAINING WALL	\$825.00	CY	103	\$84,975.00
500-3600	CLASS AAA CONCRETE, TRUCK APRON	\$1,055.00	CY	4	\$4,220.00
500-3900	CLASS B CONCRETE, INCL REINF STEEL	\$1,140.00	CY	341	\$388,740.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	CY	218	\$65,400.00
515-2015	HANDRAIL - ALPHARETTA STANDARD	\$62.00	LF	3,056	\$189,472.00
621-6210	CONCRETE SIDE BARRIER, TP 6-S	\$630.00	LF	30	\$18,900.00
621-6213	CONCRETE SIDE BARRIER, TP 6-SC	\$925.00	LF	252	\$233,100.00
641-1200	GUARDRAIL, TP W	\$46.75	LF	221	\$10,331.75
641-5001	GUARDRAIL ANCHORAGE, TP 1	\$2,150.00	EA	1	\$2,150.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	\$3,550.00	EA	1	\$3,550.00
643-8210	WOOD FENCE - 1200020	\$35.00	LF	1,283	\$44,905.00
682-2150	PULL BOX, PB-5	\$1,800.00	EA	6	\$10,800.00
682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	\$5.75	LF	380	\$2,185.00
900-0039	BRICK PAVERS	\$25.00	SF	596	\$14,900.00
999-9995	MANUFACTURE STONE VENEER	\$22.00	SF	5,089	\$111,958.00
DRAINAGE ITEMS					
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	\$1,700.00	EA	1	\$1,700.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	\$82.00	LF	3,867	\$317,094.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	\$110.00	LF	1,029	\$113,190.00
550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	\$140.00	LF	288	\$40,320.00
573-9999	PERFORATED UNDERDRAIN, 6 IN	\$20.00	LF	614	\$12,280.00
600-0001	FLOWABLE FILL	\$150.00	CY	13	\$1,950.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	\$3,500.00	EA	15	\$52,500.00
611-3010	RECONSTR DROP INLET, GP 1	\$3,500.00	EA	1	\$3,500.00
611-3030	RECONSTR STORM SEWER MANHOLE, TP 1	\$3,500.00	EA	12	\$42,000.00
611-8000	ADJUST CATCH BASIN TO GRADE	\$2,250.00	EA	1	\$2,250.00
611-8050	ADJUST MANHOLE TO GRADE	\$2,000.00	EA	3	\$6,000.00
668-1100	CATCH BASIN, GP 1	\$6,500.00	EA	46	\$299,000.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	\$1,000.00	LF	36	\$36,000.00
668-2100	DROP INLET, GP 1	\$6,200.00	EA	15	\$93,000.00
668-2105	DROP INLET, GP 1, SPCL DES	\$6,200.00	EA	1	\$6,200.00
668-2110	DROP INLET, GP 1, ADDL DEPTH	\$1,000.00	LF	12	\$12,000.00
668-4300	STORM SEWER MANHOLE, TP 1	\$6,200.00	EA	19	\$117,800.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH CL 1	\$1,000.00	LF	13	\$13,000.00
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH CL 2	\$1,200.00	LF	49	\$58,800.00
668-5000	JUNCTION BOX	\$6,000.00	EA	2	\$12,000.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4					
ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close					
TRAFFIC & ITS ITEMS					
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$35.00	SF	215	\$7,525.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 40' MAST ARM (POWDER-COAT BLACK FINISH)	\$21,055.00	EA	1	\$21,055.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 45' MAST ARM (POWDER-COAT BLACK FINISH)	\$29,000.00	EA	2	\$58,000.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 50' MAST ARM (POWDER-COAT BLACK FINISH)	\$31,350.00	EA	2	\$62,700.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 55' MAST ARM (POWDER-COAT BLACK FINISH)	\$30,300.00	EA	2	\$60,600.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$30,750.00	EA	2	\$61,500.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 45' MAST ARM AND 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$50,300.00	EA	2	\$100,600.00
639-3004	STEEL STRAIN POLE, TP IV, W/ 10 FT UPRIGHT EXTENSION, 50' MAST ARM AND 65' MAST ARM (POWDER-COAT BLACK FINISH)	\$50,400.00	EA	1	\$50,400.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 - WEBB BRIDGE RD AT LAKE WINDWARD DR	\$101,000.00	LS	1	\$101,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 2 - WEBB BRIDGE RD AT SHIRLEY BRIDGE RD	\$101,000.00	LS	1	\$101,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 3 - WEBB BRIDGE RD AT PARK GLENN DR	\$96,000.00	LS	1	\$96,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 4 - WEBB BRIDGE RD AT MIDDLE SCHOOL DRWY	\$101,000.00	LS	1	\$101,000.00
682-2150	TP 5 PULL BOX	\$1,275.00	EA	30	\$38,250.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	\$25.25	LF	40	\$1,010.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	\$5.75	LF	15,500	\$89,125.00
682-8500	ELECTRICAL POWER SERVICE ASSEMBLY (AERIAL SERVICE POINT)	\$8,000.00	EA	4	\$32,000.00
682-9950	DIRECTIONAL BORE, 5 IN	\$16.25	LF	1,745	\$28,356.25
682-9950	DIRECTIONAL BORE, 7 IN	\$20.25	LF	1,290	\$26,122.50
936-1000	CCTV SYSTEM	\$13,500.00	EA	4	\$54,000.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 1	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 2	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 3	\$11,500.00	EA	1	\$11,500.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM NO. 4	\$11,500.00	EA	1	\$11,500.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 1	\$4,250.00	EA	1	\$4,250.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 2	\$3,650.00	EA	1	\$3,650.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 3	\$4,250.00	EA	1	\$4,250.00
937-4100	PEDESTRIAN DETECTION SYSTEM NO. 4	\$3,250.00	EA	1	\$3,250.00
SIGNING & MARKING ITEMS					
610-9001	REMOVE SIGN	\$200.00	EA	26	\$5,200.00
611-5551	RESET SIGN	\$200.00	EA	24	\$4,800.00
634-1200	RIGHT OF WAY MARKERS	\$375.00	EA	80	\$30,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$28.00	SF	313	\$8,764.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$28.00	SF	99	\$2,772.00
636-2070	GALV STEEL POSTS, TP 7 (1 POST)	\$12.00	EA	545	\$6,540.00
636-2090	GALV STEEL POSTS, TP 9	\$14.00	EA	242	\$3,388.00
647-5230	SIGN ASSEMBLY, FLASHING SCHOOL, COMPLETE	\$8,000.00	EA	4	\$32,000.00
652-0094	THERMOPLASTIC PVMT MARKING SYMBOL, TP 4	\$300.00	EA	27	\$8,100.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4					
ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close					
652-5451	SOLID TRAF STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	\$3,000.00	GLM	3	\$9,000.00
652-6501	SKIP TRAF STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	\$3,000.00	GLM	1	\$3,000.00
653-0120	THERMOPLASTIC PVMT MARKING ARROW, TP 2	\$125.00	EA	62	\$7,750.00
653-0130	THERMOPLASTIC PVMT MARKING ARROW, TP 3	\$125.00	EA	2	\$250.00
653-0210	THERMOPLASTIC PVMT MARKING WORD, TP 1	\$225.00	EA	4	\$900.00
653-0230	THERMOPLASTIC PVMT MARKING WORD, TP 3A	\$200.00	EA	3	\$600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPING, 5 IN, WHITE	\$1.00	LF	9,748	\$9,748.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPING, 5 IN, YELLOW	\$1.00	LF	15,211	\$15,211.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPING, 24 IN, WHITE	\$10.00	LF	437	\$4,370.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPING, 8 IN, WHITE	\$3.25	LF	5,744	\$18,668.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPING, 5 IN, WHITE	\$0.75	LF	1,099	\$824.25
653-3502	THERMOPLASTIC SKIP TRAF STRIPING, 5 IN, YELLOW	\$0.75	LF	1,730	\$1,297.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	\$7.00	SY	326	\$2,282.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	\$7.00	SY	1,219	\$8,533.00
654-1001	RAISED PVMT MARKERS TP 1	\$7.00	EA	366	\$2,562.00
654-1003	RAISED PVMT MARKERS TP 3	\$7.00	EA	211	\$1,477.00
657-1110	PREFORMED PLASTIC SOLID PVMT MKG, 11 IN, CONTRAST (BLACK-WHITE), TP PB	\$15.00	LF	728	\$10,920.00
LANDSCAPE ITEMS					
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	\$25.25	LF	240	\$6,060.00
682-6223	CONDUIT, NONMETL, TP 2, 3 IN	\$4.75	LF	240	\$1,140.00
702-9025	LANDSCAPE MULCH - 1" DEPTH	\$100.00	CY	4	\$400.00
EROSION CONTROL - TEMPORARY ITEMS					
163-0232	TEMPORARY GRASSING	\$850.00	AC	6	\$5,100.00
163-0240	MULCH	\$300.00	TN	178	\$53,400.00
163-0300	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$2,250.00	EA	2	\$4,500.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	\$300.00	EA	96	\$28,800.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$200.00	EA	11	\$2,200.00
163-1915	CONSTRUCT AND REMOVE COMPOST FILTER SOCK, 18 IN	\$12.00	LF	450	\$5,400.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$1.00	LF	14,025	\$14,025.00
165-0050	MAINTENANCE OF SILT RETENTION BARRIER (CHECK DAMS)	\$2.00	LF	48	\$96.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	\$100.00	EA	11	\$1,100.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	\$1,000.00	EA	2	\$2,000.00
165-1500	MAINTENANCE OF COMPOST FILTER SOCKS (ALL SIZES)	\$3.00	LF	450	\$1,350.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	\$600.00	EA	10	\$6,000.00
167-1500	WATER QUALITY INSPECTIONS	\$850.00	MO	24	\$20,400.00
171-0030	TEMPORARY SILT FENCE, TYPE C	\$3.50	LF	28,050	\$98,175.00
643-8200	ORANGE BARRIER FENCE (COA STD L-6 TYPE B TREE PROTECTION FENCE)	\$2.50	LF	16,800	\$41,500.00
716-2000	EROSION CONTROL MATS (JUTE BASED), SLOPES	\$2.25	SY	2,950	\$6,637.50

Contract: **Webb Bridge Road Improvements - Big Creek Greenway to Maid Marion Close**
Contract No.: 24-009

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4					
ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close					
EROSION CONTROL - PERMANENT ITEMS					
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN (PARCEL 28 ONLY)	\$125.00	SY	25	\$3,125.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	\$70.00	SY	18	\$1,260.00
603-7000	PLASTIC FILTER FABRIC	\$5.00	SY	43	\$215.00
700-6910	PERMANENT GRASSING	\$1,850.00	AC	12	\$22,200.00
700-7000	AGRICULTURAL LIME	\$450.00	TN	36	\$16,200.00
700-8000	FERTILIZER MIXED GRADE	\$750.00	TN	20	\$15,000.00
700-8100	FERTILIZER NITROGEN CONTENT	\$4.00	LB	591	\$2,364.00
700-9300	SOD	\$9.00	SY	2,188	\$19,692.00
766-7020	IRRIGATION SYSTEM	\$25,000.00	LS	1	\$25,000.00
UTILITY ITEMS					
611-8050	ADJUST MANHOLE TO GRADE	\$4,000.00	EA	6	\$24,000.00
611-8120	ADJUST WATER METER BOX TO GRADE	\$1,200.00	EA	3	\$3,600.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	\$500.00	EA	14	\$7,000.00
611-9999	ADJUST WATER VAULT TO GRADE	\$12,500.00	EA	1	\$12,500.00
670-4000	FIRE HYDRANT	\$8,500.00	EA	7	\$59,500.00
670-9920	REMOVE EXISTING FIRE HYDRANT	\$3,500.00	EA	7	\$24,500.00
OTHER ITEMS					
999-9999	MISCELLANEOUS CONSTRUCTION	\$ 250,000.00	LS	1	\$250,000.00

CITY OF ALPHARETTA - SCHEDULE OF ITEMS - ADDENDUM 4			
ITB 24-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close			
		GRAND TOTAL	\$13,771,601.25

ALTERNATE #1 - LIGHTING ITEMS					
680-4110	LIGHTING STD, 11-15 FT MH, POST TOP	\$4,250.00	EA	173	\$735,250.00
680-6130	LUMINAIRE, TP 3, LED	\$5,250.00	EA	173	\$908,250.00
682-1504	CABLE, TP RHH/RHW, AWG NO 10	\$3.45	LF	47,100	\$162,495.00
682-2110	ELECTRICAL SERVICE POINT	\$10,000.00	EA	4	\$40,000.00
682-2120	PULL BOX, TYPE 2	\$2,500.00	EA	4	\$10,000.00
682-6221	CONDUIT, NONMETAL, TP 2, 2 1/2 IN	\$6.25	LF	15,700	\$98,125.00
682-9950	DIRECTIONAL BORE - 3 IN	\$15.25	LF	530	\$8,082.50
				Alternate #1 Total	\$1,962,202.50

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-009, Webb Bridge Road Roadway Improvements – Big Creek Greenway to Maid Marion Close, Bidder certifies that:

A. Bidder has carefully read and understands Bidding Documents;

B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;

C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;

D. Bidder has reviewed ITB 23-009 Plans and Project Manual Project Manual and Specifications; and

E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.

F. Public Bid Opening, only the Addendum #2 Schedule of Items Grand Total will be called.

G. Award of this project will be by grand total base bid plus any selected alternates.

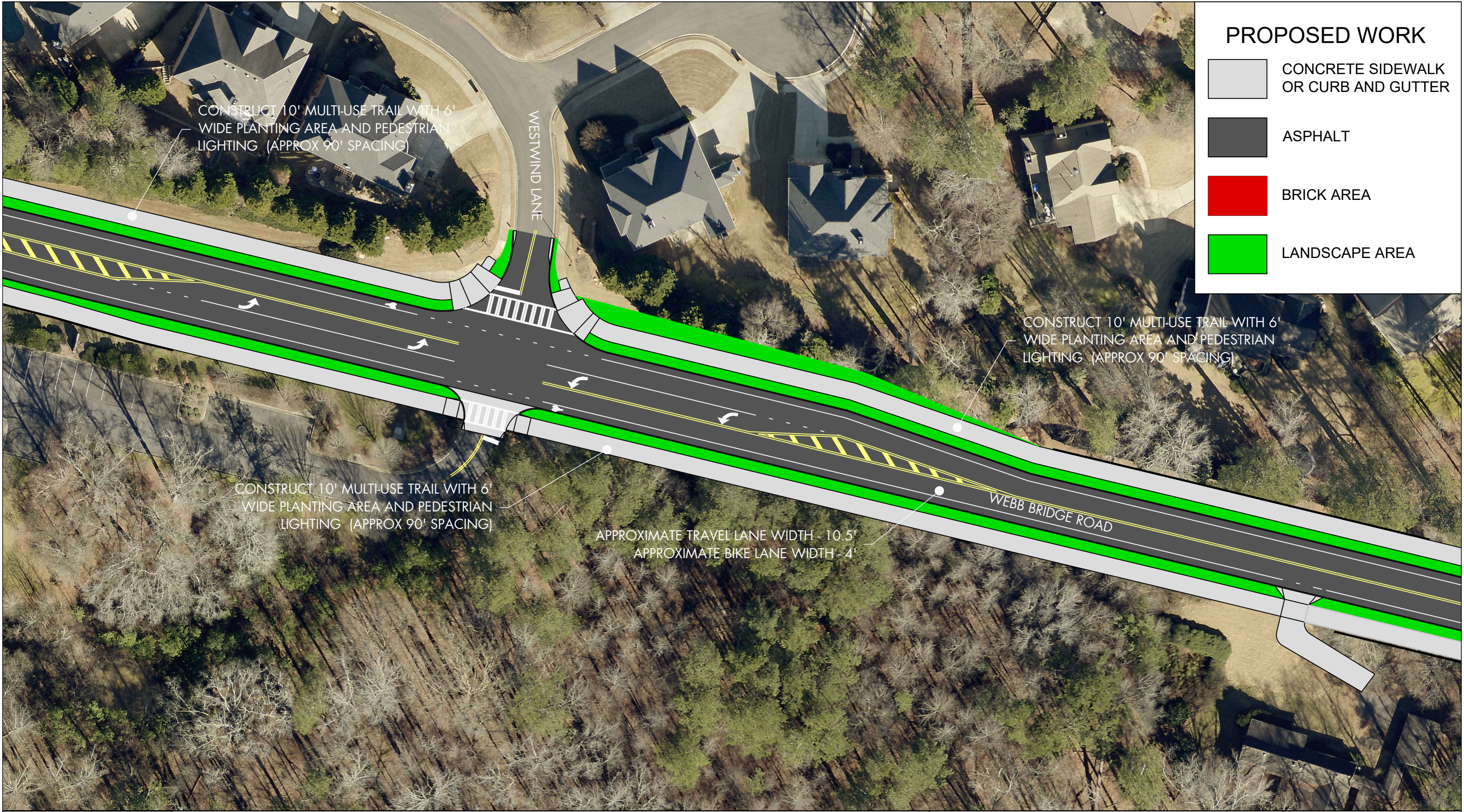
Ohmshiv Construction, LLC	Company Name:
805 Progress Ct, Ste A, Lawrenceville, GA 30043	Address:
Naresh Bhandari- Managing Member/President	Name(s) and Title(s) Authorized Signer(s):
404 379 5007	Contact Info - Phone Number:
naresh@ohmshiv.com	Contact Info - Email Address:



PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA



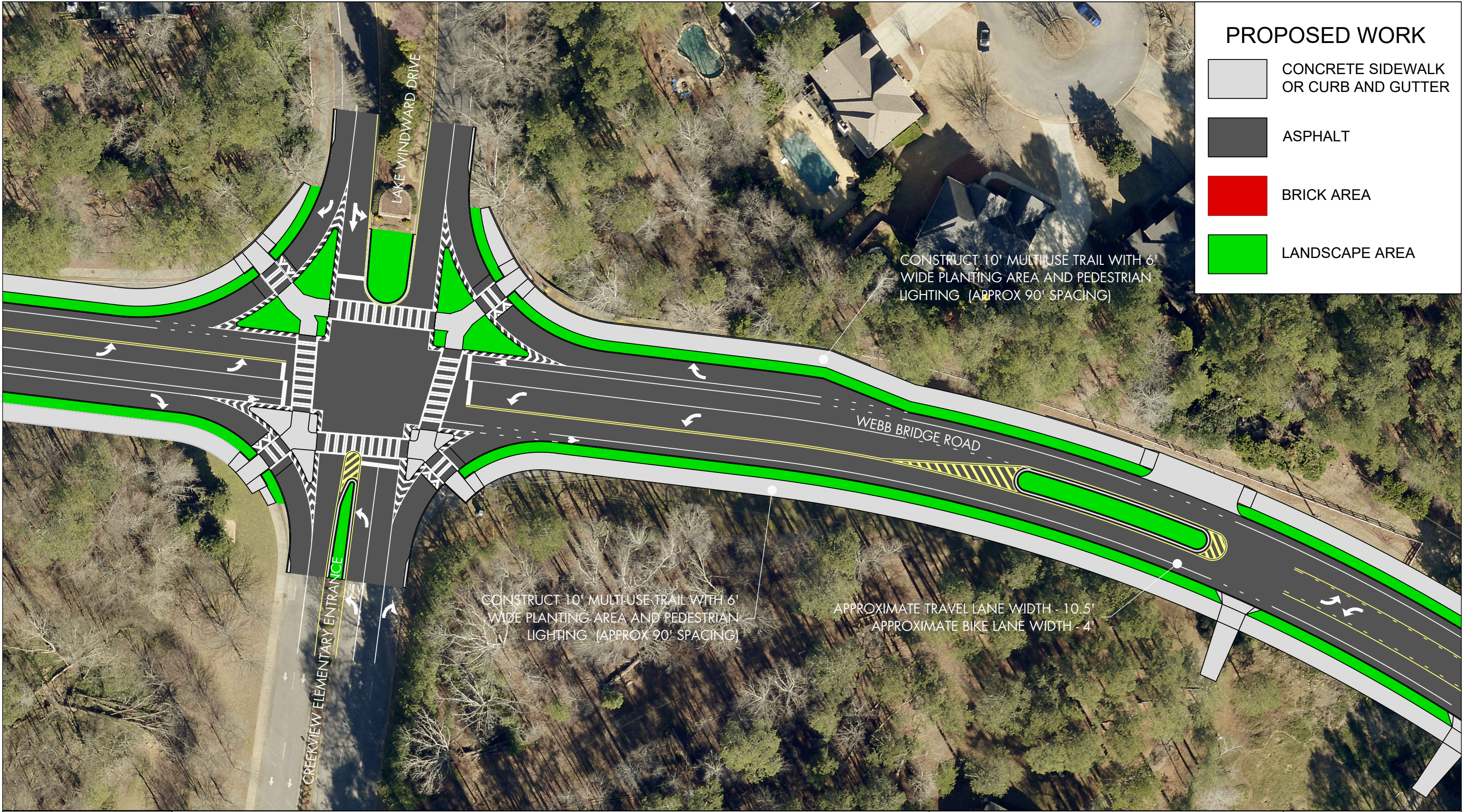




PROPOSED WORK

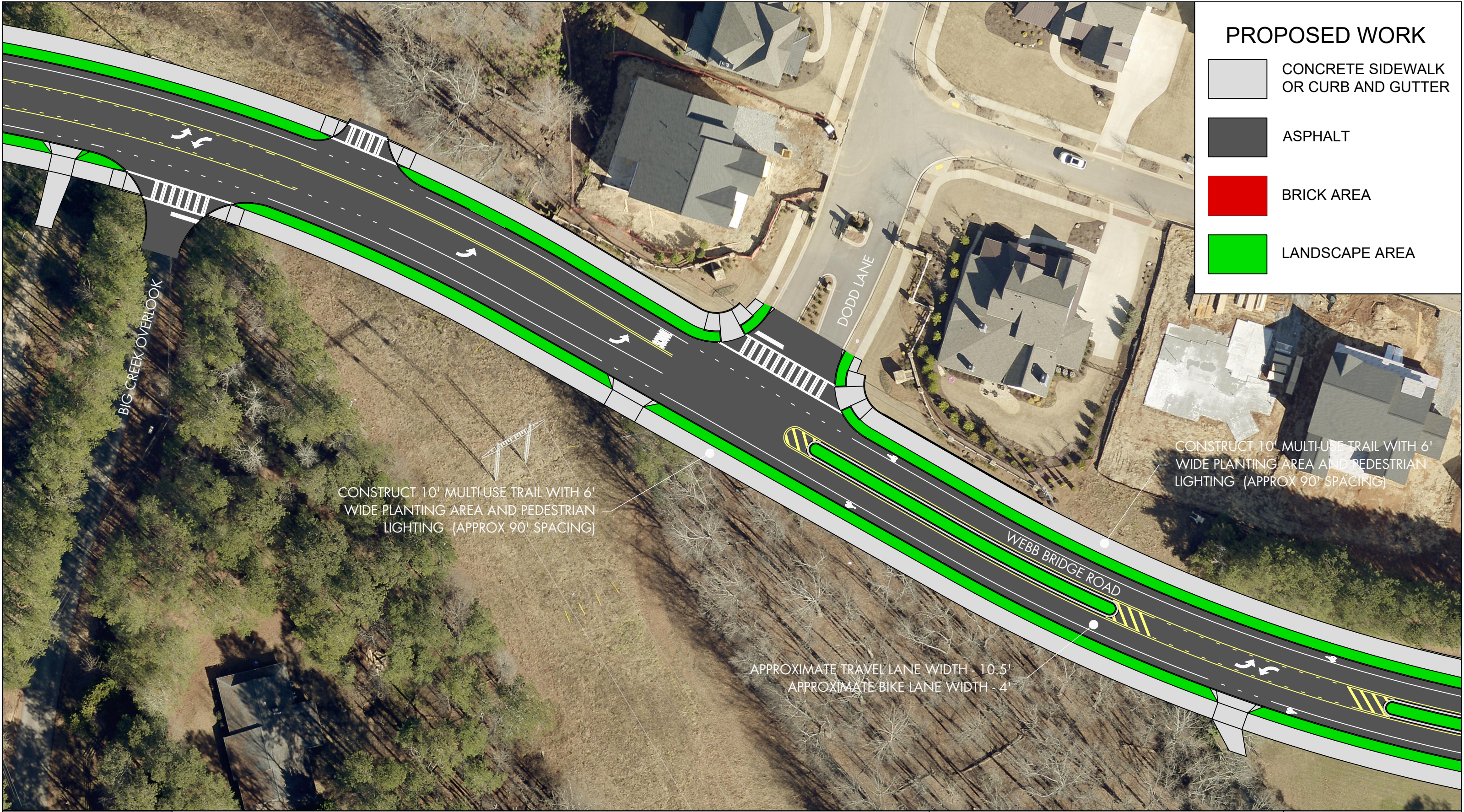
- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA





PROPOSED WORK

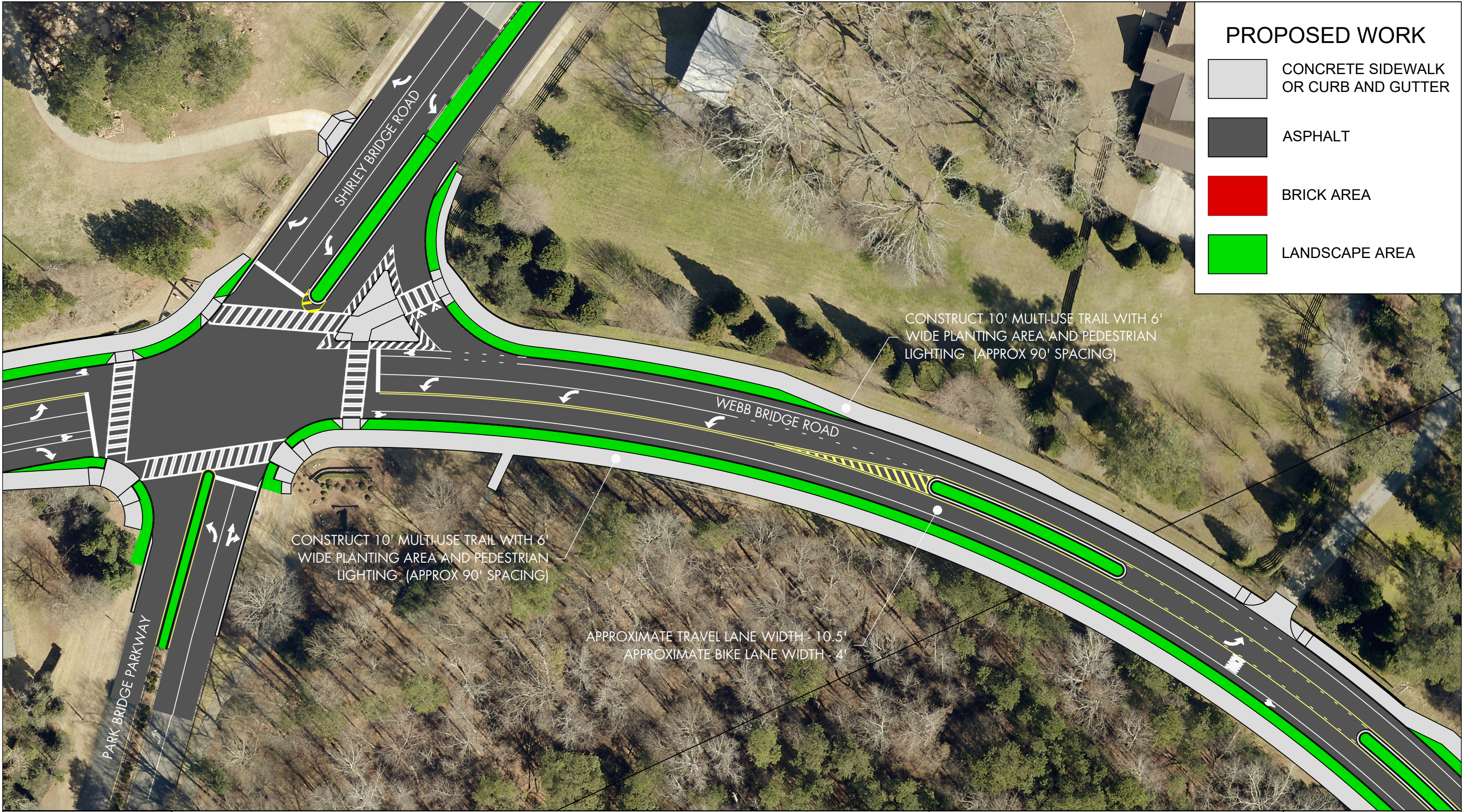
	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	BRICK AREA
	LANDSCAPE AREA





PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA



PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA

CONSTRUCT 10' MULTI-USE TRAIL WITH 6' WIDE PLANTING AREA AND PEDESTRIAN LIGHTING (APPROX 90' SPACING)

CONSTRUCT 10' MULTI-USE TRAIL WITH 6' WIDE PLANTING AREA AND PEDESTRIAN LIGHTING (APPROX 90' SPACING)

APPROXIMATE TRAVEL LANE WIDTH - 10.5'
APPROXIMATE BIKE LANE WIDTH - 4'





PROPOSED WORK

CONCRETE SIDEWALK OR CURB AND GUTTER

ASPHALT

BRICK AREA

LANDSCAPE AREA



PROPOSED WORK

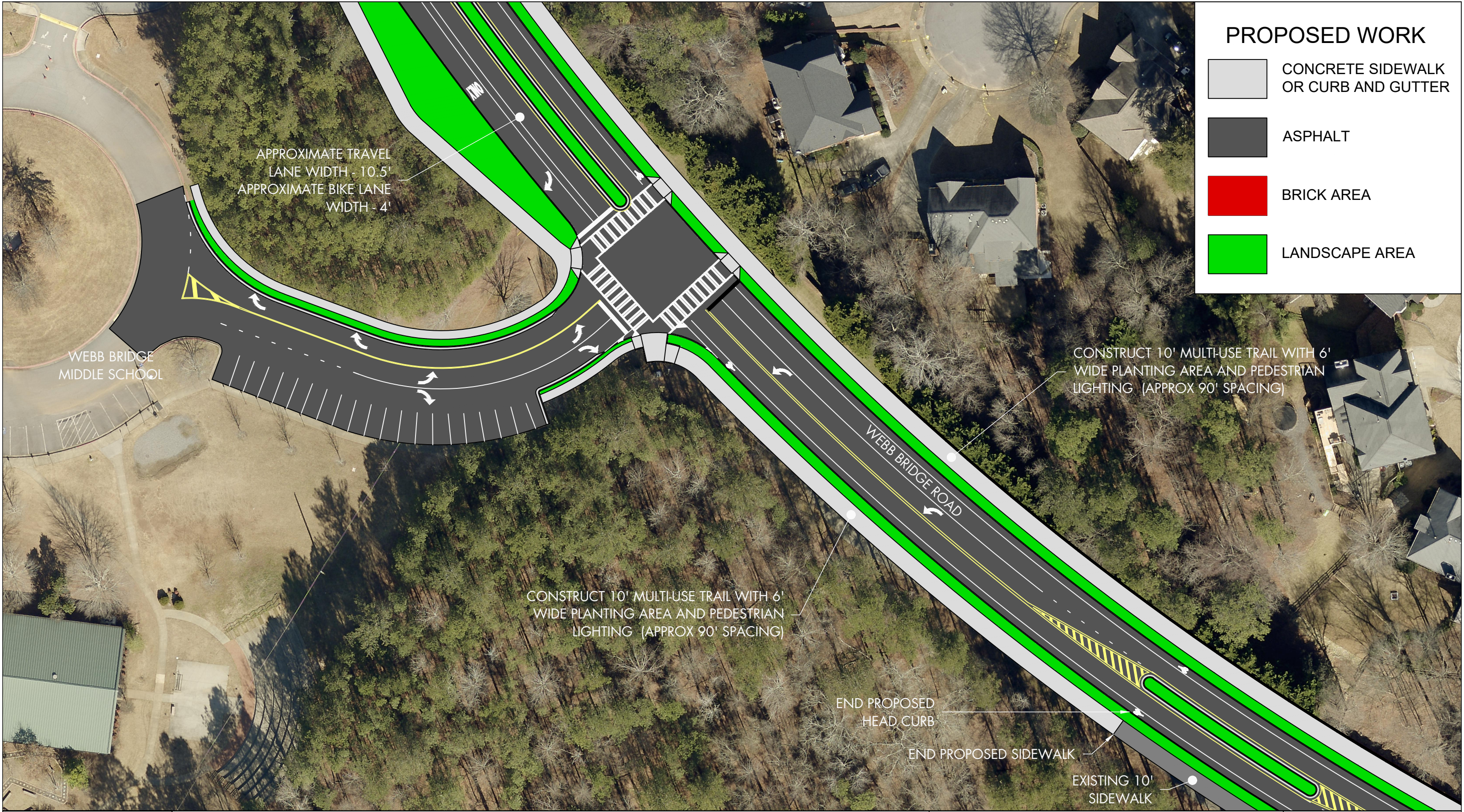
- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA

APPROXIMATE TRAVEL LANE WIDTH - 10.5'
APPROXIMATE BIKE LANE WIDTH - 4'

CONSTRUCT 10' MULTI-USE TRAIL WITH 6'
WIDE PLANTING AREA AND PEDESTRIAN
LIGHTING (APPROX 90' SPACING)

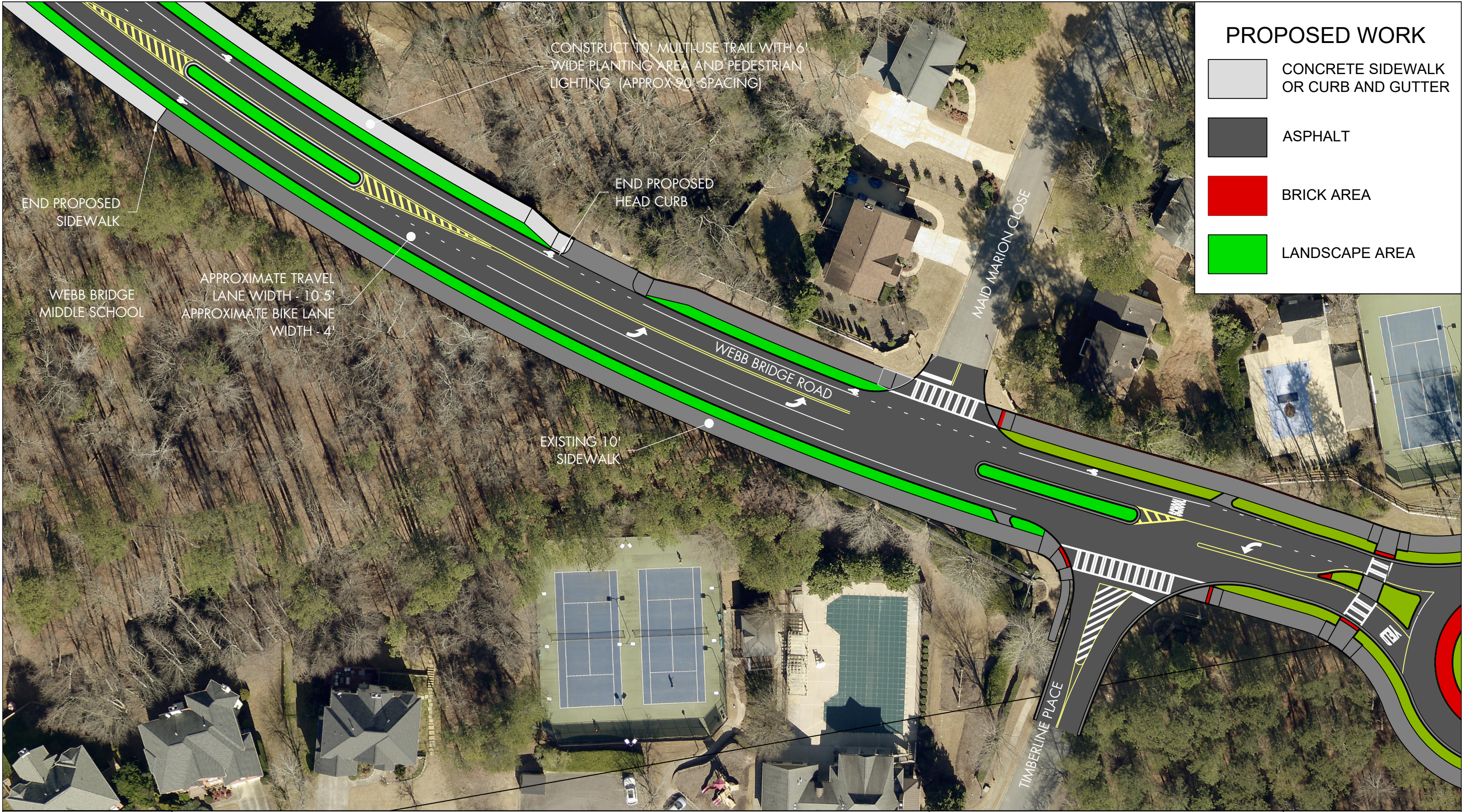
CONSTRUCT 10' MULTI-USE TRAIL WITH 6'
WIDE PLANTING AREA AND PEDESTRIAN
LIGHTING (APPROX 90' SPACING)





PROPOSED WORK

	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	BRICK AREA
	LANDSCAPE AREA



PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- ASPHALT
- BRICK AREA
- LANDSCAPE AREA





PROPOSED WORK



CONCRETE SIDEWALK
OR CURB AND GUTTER



ASPHALT



BRICK AREA

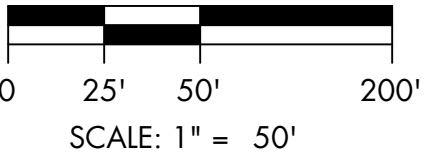


LANDSCAPE AREA



WEBB BRIDGE ROAD IMPROVEMENT PROJECT - PHASE 2b

FEBRUARY 5, 2024



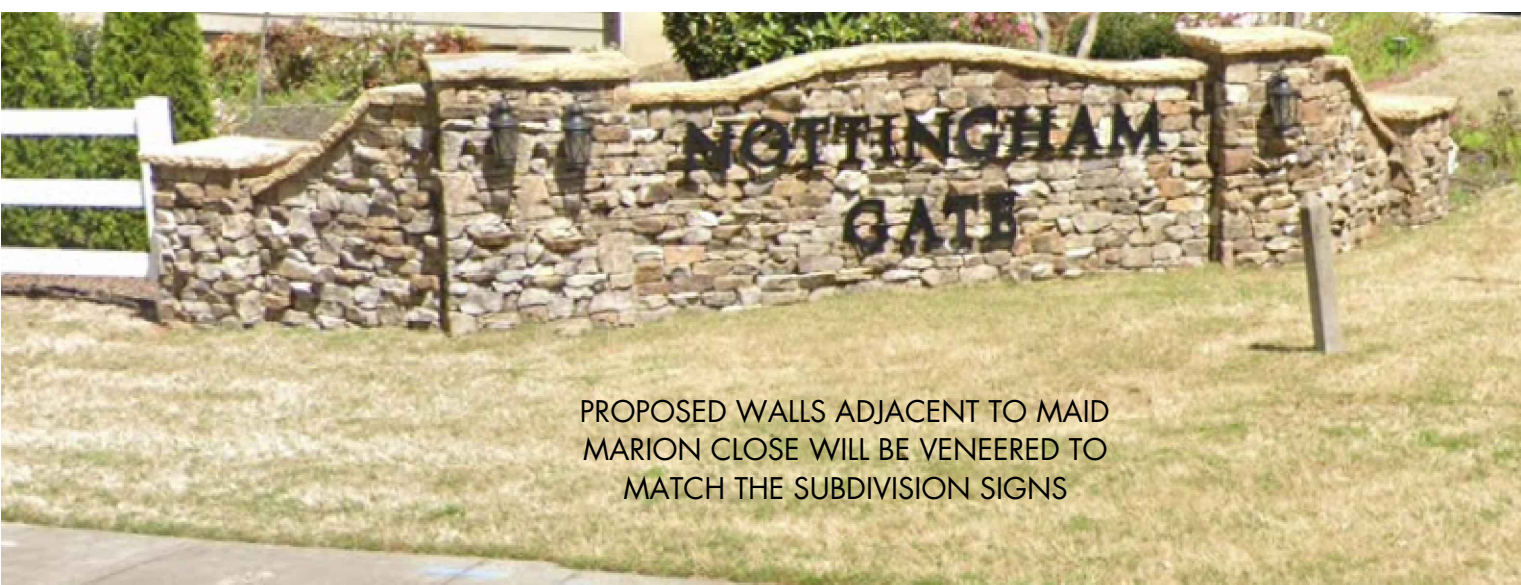
SCALE: 1" = 50'



SHEET 12 OF 13



PROPOSED WALLS ALONG WEBB BRIDGE ROAD WILL BE VENEERED TO MATCH THE EXISTING WALL ALONG THE RIGHT TURN LANE FROM WEBB BRIDGE WAY TO KIMBALL BRIDGE ROAD



PROPOSED WALLS ADJACENT TO MAID MARION CLOSE WILL BE VENEERED TO MATCH THE SUBDIVISION SIGNS

Lighting Services Agreement



Project # LP86111

Customer Legal Name _____ DBA _____
Service Address _____ County _____
Mailing Address _____
Email _____ Tel # _____ Alt Tel # _____
Tax ID# _____ Business Description UNREG GOV LIGHTS

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	173	60	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$2,447.95	\$368.49	\$2,816.44		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.
Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	NLC	\$1,000,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: LaRhonda Dukes
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

January 29th, 2024

Pete Sewczwicz, PE
Director of Public Works
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal for *Webb Bridge Rd. Streetscape project in Alpharetta, Ga.*

It is our commitment at Georgia Power to provide a lighting system that is top quality and aesthetically pleasing to all of our customers. The system that we provide you will be backed 100% by Georgia Power Company, a proven leader in the outdoor lighting industry.

Georgia Power Company proposes the following:

INSTALL: 173 decorative poles, fixtures (LUMEC Serenade), ALL UD Cable, and services:

Option #1: PURCHASE

Purchase price of = **1,927,574.00**

Monthly Energy consumption billed separately through a meter.

Option #2: LEASE

Prepayment: **\$1,000,000.00** Monthly: **\$2,816.00**

Monthly Energy consumption INCLUDED. *Please note that the monthly service amount will remain the same INDEFINITLY for the lifetime of the current agreement.*

Maintenance:

For the PURCHASE option the City of Alpharetta will own the system outright and take on ALL maintenance of the lighting system after 1 year.

Within the LEASE option, Georgia Power Company will own AND maintain the entire lighting system for the lifetime of the installation. There is a minimum 1-month agreement period for the lighting. At the end of the initial 1-month period the lighting contract moves to a month-to-month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (45) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,
LaRhonda Dukes
678.346.0472



STAFF REPORT

Department: Administration
Submitted By: James Drinkard
Meeting Date: February 5, 2024

AGENDA ITEM:

Title VI Policy Statement and Agreement

Consideration of approval of the Title VI Policy Statement and Agreement and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Title VI Policy Statement and Agreement as presented and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO DIRECT FISCAL IMPACTS ASSOCIATED WITH THE REQUESTED ACTION; HOWEVER, NOT TAKING THE RECOMMENDED ACTION WOULD MAKE THE CITY INELIGIBLE FOR GDOT FUNDING PROGRAMS.

APPROPRIATIONS:

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

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

Title VI of the Civil Rights Act of 1964 and related statutes prohibiting discrimination in federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance. The City of Alpharetta is committed to ensuring compliance with The Act as amended and all related regulations and directives.

As a recipient of federal funds administered by the Georgia Department of Transportation (GDOT), the City of Alpharetta is required to periodically re-adopt certain statements and assurances related to Title VI. Failure to readopt these statements and assurances would make the City ineligible for GDOT funding programs.

The Title VI statements and assurances as required by GDOT are consistent with the existing policies of the City of Alpharetta.

ALTERNATIVES:

The Mayor and Council could decide not to approve the Title VI Policy Statement and Agreement and forego applying for or receiving any federal funds administered by the Georgia Department of Transportation.

ATTACHMENTS:

1. POLICY STATEMENT Title VI
2. COA 2024 Nondiscrimination Agreement with Assurances
3. POLICIES AND PROCEDURES Title VI
4. Title VI Compliance Overview
5. Title VI Notice to the Public
6. Title VI Complaint Form - Print Version



TITLE VI POLICY STATEMENT

The City of Alpharetta Mayor and Council is committed to the compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

The Title VI compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

Jim Gilvin, Mayor

Date

Donald Mitchell, Post I

Brian Will, Post II

Douglas J. DeRito, Post III

John Hipes, Post IV

Fergal M. Brady, Post V

Dan Merkel, Post VI

Approved As To Form
Molly Esswein, City Attorney

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

The City Of Alpharetta, Georgia

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Alpharetta, hereinafter referred to as the “Recipient” assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s **(Name of person/division)** Assistant City Administrator, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

James T. Drinkard

Name of Responsible Agency Official (Please Print)

Assistant City Administrator

Title

February 05, 2024

Date

Title VI
Non-Discrimination Agreement
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Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Alpharetta has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Alpharetta Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Alpharetta, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

Title VI
Non-Discrimination Agreement
Page No. 2

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
- 6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
 - 7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
 - 8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Mayor

Title

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



TITLE VI NON- DISCRIMINATION POLICY

EFFECTIVE DATE: JULY 11, 2013
REVISED: March 15, 2021
REVISED: February 05, 2024

PURPOSE

The purpose of this policy is to articulate the City of Alpharetta's commitment to comply with all Non- Discrimination provisions pursuant to Title VI of the Civil Rights Act of 1964, as amended.

POLICY

The Alpharetta Mayor and Council is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

RESPONSIBILITIES

Under this policy the specific Title VI responsibilities are assigned to City departments and agencies as specified below:

The Title VI Compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities through the Title VI Compliance Officer. The Title VI Compliance Officer is responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations by developing and implementing a Title VI Plan, preparing annual Title VI accomplishments and goal

reports, creating compliant activity logs, maintaining effective informational materials and providing proactive supervision and guidance to departmental Title VI liaisons.

The Title VI Compliance Officer is responsible for maintaining and updating this policy as well as establishing and implementing discrimination complaint procedures associated with Title VI of the Civil Rights Act of 1964, as amended.

The Title VI Compliance Officer is responsible for ensuring that the required Title VI and Notice to the Public language is included in all solicitations and contracts; monitoring of projects; providing outreach to Disadvantaged Business Enterprises ("DBEs"); providing contractor/vendor/subcontractor training; and handling contractor/subcontractor complaints.

Grant Recipient Departments are responsible for designating a Title VI Liaison. The Title VI Liaison's responsibilities include but are not limited to the following:

1. Ensuring compliance, program monitoring, reporting and education within their respective programs;
2. Attending regularly scheduled meetings with the Title VI Compliance Officer to discuss issues regarding program implementation and compliance monitoring within the City of Alpharetta;
3. Assisting the Title VI Compliance Officer with ensuring compliance, program monitoring, reporting and education within their respective Departments, as appropriate.

APPLICABILITY

This policy and procedure applies to all City departments and agencies, contractors, and elected officials.

TITLE VI COMPLIANCE

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 shall, 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 proficiency.

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.

PURPOSE

The City of Alpharetta's complaint process covers complaints filed by an individual or group of individuals under Title VI of the Civil Rights Act of 1964 relating to any planning process, program, or activity administered by the City of Alpharetta. The process does not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private council.

DEFINITIONS

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground 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.

Complaint: Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

RESPONSIBILITY

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. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer at the following:

City Administration: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

INTAKE AND PROCESSING

- Any City employee may receive a verbal or written communication of a concern and shall direct the complainant to report the concern directly to the City's designated Title VI Compliance Officer. Contact information is provided on the City's website.
- Complainants providing verbal notification will be contacted and asked to complete the Title VI Complaint Form to ensure the complaint is accurately documented in the complainant's own words.
- All complaints will be assigned a tracking number upon completion of the complaint form
- Investigation, Determination and Recommendation
- The Title VI Officer, in consultation with the affected department, will conduct an investigation inclusive of the following steps: the basis of the alleged unequal treatment; ascertain when and where the alleged unequal treatment occurred; identify and interview all relevant parties, review documents; and obtain other factual information from appropriate sources.
- A record of all discussions will be maintained and documents relating to the investigation retained in a confidential file by Title VI Officials.
- Based upon conclusion of a thorough investigation, a report will be prepared summarizing findings and suggesting appropriate corrective action along with proposed resolution.
- To ensure the investigation is conducted in a thorough and timely manner, the investigation will be conducted and completed as soon as is reasonable under the circumstances.
- The investigative report will be submitted to the City Administrator.

COMMUNICATION OF FINDINGS AND COMPLAINT RESOLUTION

- The City Administrator of the City of Alpharetta will accept, reject, or modify the investigative report.
- Written notification will be provided to the complainant of the findings and proposed resolution within 30 days of the City Administrator's receipt of the investigative report.



TITLE VI NOTICE TO THE PUBLIC

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directly affected by the program. Following is the public notice used by the City of Alpharetta

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

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. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer at the following:

CITY ADMINISTRATION: TITLE VI COMPLIANCE
CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA, GA 30009
TEL: 678-297-6014



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 shall, 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 proficiency.

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.

The City of Alpharetta's complaint process covers complaints filed by an individual or group of individuals under Title VI of the Civil Rights Act of 1964 relating to any planning process, program, or activity administered by the City of Alpharetta. The process does not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private council.

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.

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

Complainant Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Please note the type of discrimination that you believe has occurred. *(Please check all that apply.)*

☐ Race ☐ Color ☐ National Origin ☐ Other

If you noted "Other", please specify the type of discrimination: _____

Please indicate your race / color, if it is a basis of your complaint: _____

Please indicate your national origin, if it is a basis of your complaint: _____

Location where the incident occurred: _____

Time and date of the incident: _____

Please identify the person who allegedly subjected you to Title VI discrimination

Name of the individual: _____

Position and/or title of the individual: _____

Briefly describe the incident. If necessary, please use a separate sheet.

Did anyone else witness the incident? ☐ Yes ☐ No

Please list the witnesses. *If necessary, please use a separate sheet.*

Witness Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Witness Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Have you filed a complaint about the alleged discrimination with the Federal Highway Administration?

☐ Yes ☐ No If yes, when: _____

Have you filed a complaint about the alleged discrimination with the Georgia Department of Transportation?

☐ Yes ☐ No If yes, when: _____

Have you filed a complaint about the alleged discrimination with any other state or federal agency?

☐ Yes ☐ No If yes, when: _____

Please identify the agency with which you filed the complaint: _____

Signature of Complainant: _____

Date: _____

Do Not Write Below This Line Staff Use Only

Date Complaint Received: _____ Case # Assigned: _____

Complainant Interview Date: _____

Discovery Phase Concluded: _____

Investigation Report Issued: _____